

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
November 05, 2013**

A meeting of the Fayetteville City Council will be held on November 05, 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. Fayetteville Town Center Report – Sandra Bennett

Agenda Additions:

A. Consent:

1. Approval of the October 15, 2013 City Council meeting minutes. **APPROVED**
2. **Preferred Office Products, Inc.:** A resolution authorizing the purchase of six (6) Cannon copiers in the total amount of \$40,468.26, pursuant to a state procurement contract, from Preferred Office Products, Inc. of Fayetteville.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 210-13

3. **Scruggs Equipment of Memphis, Tennessee:** A resolution authorizing the purchase of one (1) Elgin Crosswind sweeper from Scruggs Equipment of Memphis, Tennessee in the amount of \$223,002.00, pursuant to an NJPA Cooperative purchasing agreement, for use by the Transportation Department, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 211-13

4. **Bid #13-43 Southern Tire Mart, LLC:** A resolution awarding Bid #13-43 and authorizing a contract with Southern Tire Mart, LLC in variable amounts for tire recapping for a period of one (1) year with automatic yearly extension for up to four (4) years.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 212-13

5. **Bid #13-49 MHC Kenworth of Springdale:** A resolution awarding Bid #13-49 and authorizing a contract with MHC Kenworth or Springdale in the amount of \$158,000.00 for the purchase of one (1) pothole patcher truck, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 213-13

6. **Bid #13-50 Pick-It Construction, Inc.:** A resolution awarding Bid #13-50 and approving a contract with Pick-It Construction, Inc. in the amount of \$130,900.00 for the renovation of concession areas and restrooms at Walker Park, approving a ten percent (10%) project contingency and approving a budget adjustment in the amount of \$16,760.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 214-13

7. **Arkansas Historic Preservation Program:** A resolution approving a grant agreement with the Arkansas Historic Preservation Program in the amount of \$1,200.00 for travel and training expenses in support of the Fayetteville Historic District Commission; and approving a budget adjustment recognizing the grant revenue.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 215-13

8. **Hazmat Services Revenue:** A resolution approving a budget adjustment in the amount of \$4,328.00 recognizing hazmat services revenue to the Fire Department, and authorizing an increase in the related expense budget.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 216-13

9. **RFP #13-11, Access Control and Security System – Contract:** A resolution awarding RFP #13-11 and authorizing a contract with Royal Communications, Inc. for an access control and security system for a period of one (1) year with four (4) automatic renewal options.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 217-13

- 10. RFP #13-11, Access Control and Security System – Phases 1-3:** A resolution authorizing the first three phases of RFP #13-11 with Royal Communications, Inc. for access control system installation for the Police Department, Solid Waste and Recycling and Fayetteville Executive Airport-Drake Field, authorizing a ten percent (10%) project contingency, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 218-13

- 11. Energize NWA Grant:** A resolution approving acceptance of an Energize NWA grant from the Endeavor Foundation in the amount of \$39,940.00 for the construction of three bikeway routes linking the Razorback Greenway with the University of Arkansas and Fayetteville Public Schools, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 219-13

- 12. 2013 Arkansas Department of Environmental Quality Grant:** A resolution authorizing acceptance of a 2013 Arkansas Department of Environmental Quality Grant through the Boston Mountain Solid Waste District in the amount of \$30,000.00 for the purchase of indoor apartment recycling containers, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 220-13

- 13. Fayetteville Transportation Plan:** A resolution to express the intent of the City Council to fund a Transportation Plan in the amount of \$250,000.00 to \$500,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 221-13

- 14. Ruby Architect's, Inc.:** A resolution to approve a contract with Ruby Architect's, Inc. in an amount not to exceed \$13,570.00 for architectural services for the Woolsey Homestead and to approve the attached budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 222-13

- 15. Lose & Associates, Inc.:** A resolution awarding RFQ #13-13 and authorizing a contract with Lose & Associates, Inc. in an amount not to exceed \$86,735.00 for landscape architectural, architectural and engineering services for the design of a regional park master plan and a preliminary grading and drainage plan, and approving a ten percent (10%) project contingency.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 223-13

- 16. PPL 13-4437 (Skillern Road Master Street Plan Amendment/Oak Creek):** A resolution for PPL 13-4437 amending the Master Street Plan removing the extension of Skillern Road, a principal arterial, between Oakland Zion Road and Mission Boulevard, as described and depicted in the attached map.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 224-13

B. Unfinished Business:

- 1. Amend UDC Height and Setback Regulations:** An ordinance to Amend §§161.16, 161.18, 161.19, 161.20, 161.21, 161.22, 161.23, 161.24, and 161.25 to change setbacks and setbacks for adjoining property and height limitations for several districts and to amend §164.11 Height and Setback Regulations; Exceptions to reduce or eliminate setbacks in certain circumstances, to require wider sidewalks for buildings higher than 36 feet and to provide a building height variance for buildings receiving LEED Gold Certification and meeting other requirements, and to amend §156.02 (F) to authorize a requirement for a height variance applicant to provide a Viewshed Analysis or Sun/Shadow Study. *This ordinance was left on the First Reading at the September 17, 2013 City Council meeting. This ordinance was left on the Second Reading at the October 01, 2013 City Council meeting. This ordinance was left on the Third Reading, Tabled to the November 5, 2013 City Council meeting and referred to the Planning Commission at the October 15, 2013 City Council meeting.*

THIS ORDINANCE WAS TABLED TO THE DECEMBER 3, 2013 CITY COUNCIL MEETING AND SENT TO THE ORDINANCE REVIEW COMMITTEE FOR REVIEW

- 2. RZN 13-4467 (Mount Comfort and Shiloh/Kum & Go):** An ordinance rezoning that property described in rezoning petition RZN 13-4467, for approximately 1.65 acres located at the northwest corner of Mount Comfort Road and Shiloh Drive from R-A, Residential Agricultural and RSF-4, Residential Single-Family, 4 units per acre, to C-1, Neighborhood Commercial. *This ordinance was left on the First Reading at the October 01, 2013 City Council meeting. This ordinance was left on the Second Reading at the October 15, 2013 City Council meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5626

- 3. Amend Chapter 115 Pawnbrokers:** An ordinance amending Chapter 115: Pawnbrokers of the Code of Fayetteville, renaming it to Chapter 115: Pawnbrokers and Secondhand Dealers, requiring licensure of secondhand dealers and requiring electronic reporting of certain items purchased by secondhand dealers. *This ordinance was left on the First Reading at the October 15, 2013 City Council meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5627

- 4. Boston Mountain Solid Waste District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with the Boston Mountain Solid Waste District in the amount of \$25,000.00 for an environmental and recycling education program. *This ordinance was left on the Second Reading at the October 15, 2013 City Council meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5628

C. Public Hearing:

1. **Destiny Limousines, LLC, DBA Transportation Services:** A resolution granting a Certificate of Public Convenience and Necessity to Destiny Limousines, LLC DBA Ambassador Transportation Services for the operation of two (2) to six (6) taxicabs and one (1) to two (2) limousines in the City of Fayetteville.

THIS RESOLUTION FAILED

D. New Business:

1. **Marathon Equipment Company:** An ordinance waiving the requirements of formal competitive bidding and authorizing a contract with Marathon Equipment Company in the amount of \$26,996.00 plus applicable freight and taxes for the purchase of a main body cylinder for the Solid Waste and Recycling Division, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5629

2. **VAC 13-4491 (2315 & 2319 N. Marks Mill Ln./Zweig):** An ordinance approving VAC 13-4491 submitted by Alan Reid and Associates for properties located at 2315 & 2319 North Marks Mill Lane to vacate an utility easement, a total of 1,363 square feet.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5630

3. **VAC 13-4493 (491 Fairway Ln./Jarrett):** An ordinance approving VAC 13-4493 submitted by Gray Rock LLC for property located at 491 East Fairway Lane, to vacate utility easements, a total of 0.13 acres.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5631

4. **VAC 13-4501 (3466 E. Jasper Ln./Kinney):** An ordinance approving VAC 13-4501 submitted by Eric Heller for property located at 3466 East Jasper Lane, to vacate a portion of a drainage easement, a total of 750 square feet.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5632

5. **VAC 13-4503 (516 & 518 S. Eastern Avenue/U of A):** An ordinance approving VAC 13-4503 submitted by McGoodwin, Williams, and Yates for properties located at 516 and 518 South Eastern Avenue to vacate a right-of-way and two alleys on the subject property, a total of 0.19 acres.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5633

6. **Amend Chapter 151.01 Definitions – Tandem Lot:** An ordinance to amend the definition of “Tandem Lot” in §151.01 Definitions of the Unified Development Code.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5634

E. City Council Agenda Session Presentations:

1. Walton Arts Center Expansion Plans – WAC Staff

F. City Council Tour:

1. December 2, 2103 – 4:00 PM – Mt. Kessler

G. Announcements:

Adjournment: 9:40 pm

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

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

Old business and new business.

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

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

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

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

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

City Council Meeting:

November 5, 2013

Adjourn: 9:40 P.M.

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

9-0

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

Subject:	Consent				
Motion To:		Approve			
Motion By:		Marsh			
Seconded:		Gray			
<u>Minutes</u> <u>Approved</u> <u>passed</u> 210-13 HNM 224-13	Adams	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Mayor Jordan				

8-0

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

Subject:	Amend UDC Height and Setback Regulations				
Motion To:	Amend	Page 12 Change to 60 ft front Property line for		Amend as proposed by Alderman Marsh	Table to Dec. 3, 2013 Send to Ordinance Review Committee
Motion By:		Petty	Community Services & Downtown General	Marsh	Petty
Seconded:		Marsh		Petty	Long
B. 1 Unfinished Business Left on third reading, tabled to Dec. 3, 2013 sent to Ord. Review Committee	Adams	✓			✓
	Long	✓			✓
	Gray	✓			✓
	Marsh	✓			✓
	Kinion	✓			✓
	Petty	✓			✓
	Tennant	✓			✓
	Schoppmeyer	✓			✓
	Mayor Jordan				
8-0			8-0		

Subject:	RZN 13-4467 (Mount Comfort and Shiloh/Kum & Go)				
Motion To:		3rd Read	Pass		
Motion By:		Long			
Seconded:		Tennant			
B. 2 Unfinished Business passed 5626	Adams	absent during the vote.	✓		
	Long	✓	✓		
	Gray	absent during the vote.	✓		
	Marsh	✓	N		
	Kinion	✓	✓		
	Petty	absent during the vote.	N		
	Tennant	✓	✓		
	Schoppmeyer	✓	✓		
	Mayor Jordan	✓			
6-0			6-2		

Subject:		Amend Chapter 115 Pawnbrokers			
Motion To:		2nd Read	Amend Exhibit A	Amend Exclude Costume Jewelry	3rd Read
Motion By:		Gray	Adams	Long	Gray
Seconded:		Kinion	Gray	Marsh	Adams
B. 3 Unfinished Business See next page 5027	Adams	✓	✓	N	✓
	Long	✓	✓	✓	✓
	Gray	✓	✓	N	✓
	Marsh	✓	✓	✓	✓
	Kinion	✓	✓	✓	✓
	Petty	✓	✓	✓	✓
	Tennant	Absent during the vote.	✓	N	✓
	Schoppmeyer	✓	✓	N	✓
	Mayor Jordan				
		7-0	8-0	4-4 Failed	8-0

Subject:		Boston Mountain Solid Waste District			
Motion To:		3rd Read	Pass		
Motion By:		Petty			
Seconded:		Gray			
B. 4 Unfinished Business <u>Passed</u> 5028	Adams	✓	✓		
	Long	✓	✓		
	Gray	✓	✓		
	Marsh	✓	✓		
	Kinion	✓	✓		
	Petty	✓	✓		
	Tennant	✓	✓		
	Schoppmeyer	✓	✓		
	Mayor Jordan				
		8-0	8-0		

Subject:	Amend Chapter 115 Pawnbrokers				
Motion To:		Pass			
Motion By:					
Seconded:					
B. 3. <u>Unfinished</u> <u>passed</u> 5627	Adams	✓			
	Long	N			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Mayor Jordan				

7-1

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

Subject:	Destiny Limousines, LLC, DBA Transportation Services				
Motion To:		<i>Approve</i>			
Motion By:		<i>Petty</i>			
Seconded:		<i>Marsh</i>			
C. 1 Public Hearing <i>failed</i>	Adams	<i>N</i>			
	Long	<i>Recuse</i>			
	Gray	<i>N</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>N</i>			
	Schoppmeyer	<i>N</i>			
	Mayor Jordan				

3 = 4
failed

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

Subject:		Marathon Equipment Company			
Motion To:					
Motion By:			Gray	Gray	Pass
Seconded:			Long	Long	
D. 1 New Business <u>Passed</u> 5029	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	absent during the vote	absent during the vote	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	8-0	

Subject:		VAC 13-4491 (2315 & 2319 N. Marks Mill Ln./Zweig)			
Motion To:			2nd Read	3rd Read	Pass
Motion By:			Gray	Gray	
Seconded:			Marsh	Marsh	
D. 2 New Business <u>Passed</u> 5030	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Mayor Jordan				
		8-0	8-0	8-0	

Subject:		VAC 13-4493 (491 Fairway Ln./Jarrett)			
Motion To:			2nd Read	3rd Read	Pass
Motion By:			Adams	Gray	
Seconded:			Long	Adams	
D. 3 New Business <u>passed</u> 5031	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:		VAC 13-4501 (3466 E. Jasper Ln./Kinney)			
Motion To:			2nd Read	3rd Read	Pass
Motion By:			Marsh	Tennant	
Seconded:			Long	Marsh	
D. 4 New Business <u>passed</u> 5032	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:		VAC 13-4503 (516 & 518 S. Eastern Avenue/U of A)			
Motion To:			2nd Read	3rd Read	Pass
Motion By:			Tennant	Long	
Seconded:			Adams	Marsh	
D. 5 New Business <u>passed</u> 5033	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Mayor Jordan				
		8-0	8-0	8-0	

Subject:		Amend Chapter 151.01 Definitions – Tandem Lot			
Motion To:			2nd Read	3rd Read	Pass
Motion By:			Tennant	Gray	
Seconded:			Adams	Marsh	
D. 6 New Business <u>passed</u> 5034	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Mayor Jordan				
		8-0	8-0	8-0	



Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: November 6, 2013

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of November 5, 2013

1. **Preferred Office Products, Inc.:** A resolution authorizing the purchase of six (6) Cannon copiers in the total amount of \$40,468.26, pursuant to a state procurement contract, from Preferred Office Products, Inc. of Fayetteville.
2. **Scruggs Equipment of Memphis, Tennessee:** A resolution authorizing the purchase of one (1) Elgin Crosswind sweeper from Scruggs Equipment of Memphis, Tennessee in the amount of \$223,002.00, pursuant to an NJPA Cooperative purchasing agreement, for use by the Transportation Department, and approving a budget adjustment.
3. **Bid #13-43 Southern Tire Mart, LLC:** A resolution awarding Bid #13-43 and authorizing a contract with Southern Tire Mart, LLC in variable amounts for tire recapping for a period of one (1) year with automatic yearly extension for up to four (4) years.
4. **Bid #13-49 MHC Kenworth of Springdale:** A resolution awarding Bid #13-49 and authorizing a contract with MHC Kenworth or Springdale in the amount of \$158,000.00 for the purchase of one (1) pothole patcher truck, and approving a budget adjustment.
5. **Bid #13-50 Pick-It Construction, Inc.:** A resolution awarding Bid #13-50 and approving a contract with Pick-It Construction, Inc. in the amount of \$130,900.00 for the renovation of concession areas and restrooms at Walker Park, approving a ten percent (10%) project contingency and approving a budget adjustment in the amount of \$16,760.00.

6. **Hazmat Services Revenue:** A resolution approving a budget adjustment in the amount of \$4,328.00 recognizing hazmat services revenue to the Fire Department, and authorizing an increase in the related expense budget.
7. **RFP #13-11, Access Control and Security System – Contract:** A resolution awarding RFP #13-11 and authorizing a contract with Royal Communications, Inc. for an access control and security system for a period of one (1) year with four (4) automatic renewal options.
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10. **2013 Arkansas Department of Environmental Quality Grant:** A resolution authorizing acceptance of a 2013 Arkansas Department of Environmental Quality Grant through the Boston Mountain Solid Waste District in the amount of \$30,000.00 for the purchase of indoor apartment recycling containers, and approving a budget adjustment.
11. **Fayetteville Transportation Plan:** A resolution to express the intent of the City Council to fund a Transportation Plan in the amount of \$250,000.00 to \$500,000.00.
12. **Ruby Architect's, Inc.:** A resolution to approve a contract with Ruby Architect's, Inc. in an amount not to exceed \$13,570.00 for architectural services for the Woolsey Homestead and to approve the attached budget adjustment.
13. **Lose & Associates, Inc.:** A resolution awarding RFQ #13-13 and authorizing a contract with Lose & Associates, Inc. in an amount not to exceed \$86,735.00 for landscape architectural, architectural and engineering services for the design of a regional park master plan and a preliminary grading and drainage plan, and approving a ten percent (10%) project contingency.
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Aldermen

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City of Fayetteville Arkansas
City Council Meeting
November 05, 2013**

A meeting of the Fayetteville City Council will be held on November 05, 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. Fayetteville Town Center Report – Sandra Bennett

Agenda Additions:

A. Consent:

1. Approval of the October 15, 2013 City Council meeting minutes.
2. **Preferred Office Products, Inc.:** A resolution authorizing the purchase of six (6) Cannon copiers in the total amount of \$40,468.26, pursuant to a state procurement contract, from Preferred Office Products, Inc. of Fayetteville.

3. **Scruggs Equipment of Memphis, Tennessee:** A resolution authorizing the purchase of one (1) Elgin Crosswind sweeper from Scruggs Equipment of Memphis, Tennessee in the amount of \$223,002.00, pursuant to an NJPA Cooperative purchasing agreement, for use by the Transportation Department, and approving a budget adjustment.
4. **Bid #13-43 Southern Tire Mart, LLC:** A resolution awarding Bid #13-43 and authorizing a contract with Southern Tire Mart, LLC in variable amounts for tire recapping for a period of one (1) year with automatic yearly extension for up to four (4) years.
5. **Bid #13-49 MHC Kenworth of Springdale:** A resolution awarding Bid #13-49 and authorizing a contract with MHC Kenworth or Springdale in the amount of \$158,000.00 for the purchase of one (1) pothole patcher truck, and approving a budget adjustment.
6. **Bid #13-50 Pick-It Construction, Inc.:** A resolution awarding Bid #13-50 and approving a contract with Pick-It Construction, Inc. in the amount of \$130,900.00 for the renovation of concession areas and restrooms at Walker Park, approving a ten percent (10%) project contingency and approving a budget adjustment in the amount of \$16,760.00.
7. **Arkansas Historic Preservation Program:** A resolution approving a grant agreement with the Arkansas Historic Preservation Program in the amount of \$1,200.00 for travel and training expenses in support of the Fayetteville Historic District Commission; and approving a budget adjustment recognizing the grant revenue.
8. **Hazmat Services Revenue:** A resolution approving a budget adjustment in the amount of \$4,328.00 recognizing hazmat services revenue to the Fire Department, and authorizing an increase in the related expense budget.
9. **RFP #13-11, Access Control and Security System – Contract:** A resolution awarding RFP #13-11 and authorizing a contract with Royal Communications, Inc. for an access control and security system for a period of one (1) year with four (4) automatic renewal options.
10. **RFP #13-11, Access Control and Security System – Phases 1-3:** A resolution authorizing the first three phases of RFP #13-11 with Royal Communications, Inc. for access control system installation for the Police Department, Solid Waste and Recycling and Fayetteville Executive Airport-Drake Field, authorizing a ten percent (10%) project contingency, and approving a budget adjustment.
11. **Energize NWA Grant:** A resolution approving acceptance of an Energize NWA grant from the Endeavor Foundation in the amount of \$39,940.00 for the construction of three bikeway routes linking the Razorback Greenway with the University of Arkansas and Fayetteville Public Schools, and approving a budget adjustment.
12. **2013 Arkansas Department of Environmental Quality Grant:** A resolution authorizing acceptance of a 2013 Arkansas Department of Environmental Quality Grant through the Boston Mountain Solid Waste District in the amount of \$30,000.00 for the purchase of indoor apartment recycling containers, and approving a budget adjustment.

- 13. Fayetteville Transportation Plan:** A resolution to express the intent of the City Council to fund a Transportation Plan in the amount of \$250,000.00 to \$500,000.00.
- 14. Ruby Architect's, Inc.:** A resolution to approve a contract with Ruby Architect's, Inc. in an amount not to exceed \$13,570.00 for architectural services for the Woolsey Homestead and to approve the attached budget adjustment.
- 15. Lose & Associates, Inc.:** A resolution awarding RFQ #13-13 and authorizing a contract with Lose & Associates, Inc. in an amount not to exceed \$86,735.00 for landscape architectural, architectural and engineering services for the design of a regional park master plan and a preliminary grading and drainage plan, and approving a ten percent (10%) project contingency.
- 16. PPL 13-4437 (Skillern Road Master Street Plan Amendment/Oak Creek):** A resolution for PPL 13-4437 amending the Master Street Plan removing the extension of Skillern Road, a principal arterial, between Oakland Zion Road and Mission Boulevard, as described and depicted in the attached map.

B. Unfinished Business:

- 1. Amend UDC Height and Setback Regulations:** An ordinance to Amend §§161.16, 161.18, 161.19, 161.20, 161.21, 161.22, 161.23, 161.24, and 161.25 to change setbacks and setbacks for adjoining property and height limitations for several districts and to amend §164.11 Height and Setback Regulations; Exceptions to reduce or eliminate setbacks in certain circumstances, to require wider sidewalks for buildings higher than 36 feet and to provide a building height variance for buildings receiving LEED Gold Certification and meeting other requirements, and to amend §156.02 (F) to authorize a requirement for a height variance applicant to provide a Viewshed Analysis or Sun/Shadow Study. ***This ordinance was left on the First Reading at the September 17, 2013 City Council meeting. This ordinance was left on the Second Reading at the October 01, 2013 City Council meeting. This ordinance was left on the Third Reading, Tabled to the November 5, 2013 City Council meeting and referred to the Planning Commission at the October 15, 2013 City Council meeting.***

Left on the Third Reading

- 2. RZN 13-4467 (Mount Comfort and Shiloh/Kum & Go):** An ordinance rezoning that property described in rezoning petition RZN 13-4467, for approximately 1.65 acres located at the northwest corner of Mount Comfort Road and Shiloh Drive from R-A, Residential Agricultural and RSF-4, Residential Single-Family, 4 units per acre, to C-1, Neighborhood Commercial. ***This ordinance was left on the First Reading at the October 01, 2013 City Council meeting. This ordinance was left on the Second Reading at the October 15, 2013 City Council meeting.***

Left on the Second Reading

3. **Amend Chapter 115 Pawnbrokers:** An ordinance amending Chapter 115: Pawnbrokers of the Code of Fayetteville, renaming it to Chapter 115: Pawnbrokers and Secondhand Dealers, requiring licensure of secondhand dealers and requiring electronic reporting of certain items purchased by secondhand dealers. ***This ordinance was left on the First Reading at the October 15, 2013 City Council meeting.***

Left on the First Reading

4. **Boston Mountain Solid Waste District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with the Boston Mountain Solid Waste District in the amount of \$25,000.00 for an environmental and recycling education program. ***This ordinance was left on the Second Reading at the October 15, 2013 City Council meeting.***

Left on the Second Reading

C. Public Hearing:

1. **Destiny Limousines, LLC, DBA Transportation Services:** A resolution granting a Certificate of Public Convenience and Necessity to Destiny Limousines, LLC DBA Ambassador Transportation Services for the operation of two (2) to six (6) taxicabs and one (1) to two (2) limousines in the City of Fayetteville.

D. New Business:

1. **Marathon Equipment Company:** An ordinance waiving the requirements of formal competitive bidding and authorizing a contract with Marathon Equipment Company in the amount of \$26,996.00 plus applicable freight and taxes for the purchase of a main body cylinder for the Solid Waste and Recycling Division, and approving a budget adjustment.
2. **VAC 13-4491 (2315 & 2319 N. Marks Mill Ln./Zweig):** An ordinance approving VAC 13-4491 submitted by Alan Reid and Associates for properties located at 2315 & 2319 North Marks Mill Lane to vacate an utility easement, a total of 1,363 square feet.
3. **VAC 13-4493 (491 Fairway Ln./Jarrett):** An ordinance approving VAC 13-4493 submitted by Gray Rock LLC for property located at 491 East Fairway Lane, to vacate utility easements, a total of 0.13 acres.
4. **VAC 13-4501 (3466 E. Jasper Ln./Kinney):** An ordinance approving VAC 13-4501 submitted by Eric Heller for property located at 3466 East Jasper Lane, to vacate a portion of a drainage easement, a total of 750 square feet.
5. **VAC 13-4503 (516 & 518 S. Eastern Avenue/U of A):** An ordinance approving VAC 13-4503 submitted by McGoodwin, Williams, and Yates for properties located at 516 and 518 South Eastern Avenue to vacate a right-of-way and two alleys on the subject property, a total of 0.19 acres.

- 6. Amend Chapter 151.01 Definitions – Tandem Lot:** An ordinance to amend the definition of “Tandem Lot” in §151.01 Definitions of the Unified Development Code.

E. City Council Agenda Session Presentations:

- 1. Walton Arts Center Expansion Plans – WAC Staff**

F. City Council Tour:

- 1. December 2, 2103 – 4:00 PM – Mt. Kessler**

G. Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

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

Old business and new business.

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

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

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

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

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

October 16, 2013

Mr. Peter Nierengarten
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Grant Number: 20130279
Program Name: East-West bikeways

Dear Mr. Nierengarten:

On behalf of the Board of Directors of Endeavor Foundation (the "Foundation"), I am pleased to inform you that a grant in the amount of \$39,940 to the City of Fayetteville (the "Grantee") has been approved.

GRANT AGREEMENT

This grant is subject to the following terms and conditions:

PURPOSE:

The purpose of the grant is to provide support to the Grantee for the construction of the following three East-West bikeways: Poplar St. Bikeway, Asbell Bikeway, and Douglas St. Bikeway.

The grant is more fully described in Grantee's 2013 proposal. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

AMOUNT:

\$39,940 (thirty nine thousand nine hundred & forty dollars).

Grantee acknowledges that the Foundation and its representatives have made no promises of funding except for the amount and length of time specified in this letter.

PAYABLE:

This grant of \$39,940 shall be payable in November 2013 following receipt of signed grant agreement letter.

ACCOUNTING:

Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified below and for at least four years thereafter ("Maintenance Period"). Grantee shall maintain appropriate fiscal controls and audit trails of the expenditure of grant funds for the duration of the Maintenance Period. Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

REPORTING AND EVALUATION:

A formal report detailing key accomplishments and challenges with the 2013 grant will be due Monday, December 15, 2014, which is approximately 45 days after the one year grant period concludes. This final annual report is required and will need to be submitted before additional funding can be considered, if applicable. Should the application deadline for renewed funding be scheduled prior to December 15, 2014, a progress report will be required along with the new application for support. In addition to the narrative report, grantees will be required to submit an itemized financial accounting of the grant. Reporting format will be sent to grantee in advance of report deadline.

Informal, periodic updates to the foundation by email or phone are also encouraged, ***and any changes in the scope of the project or changes in personnel must be communicated in writing as they occur.***

REPRESENTATIONS:

Grantee represents and warrants to the Foundation that:

- A. Grantee is an organization in good standing, is either an organization described in 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
- B. In no event will Grantee use any grant funds:
 1. To carry on propaganda, or otherwise to attempt to influence legislation;
 2. To influence the outcome of any specific public election.
 3. To undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
- C. Grantee will comply with all applicable laws and regulations.

REPAYMENT:

The Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any grant funds, whether expended or not to the Foundation, if any of the following events occur:

- A. Grantee ceases to maintain its tax-exempt status as described in paragraph above;
- B. Grantee fails to comply with the terms of this letter;
- C. Grantee fails to maintain proper fiscal controls and audit trails regarding the expenditure of grant funds; or
- D. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

Grantee also agrees to return any and all unused grant dollars once the grant period is complete. Grant dollars may not be carried over from one grant year to another.

GRANT PUBLICITY:

The Foundation reserves the right to review and approve any and all publicity concerning the grant prior to release. Any information regarding the grant to be released to the general public should be approved in advance by Foundation staff. This requirement is not intended to prevent Grantee from informing members of its Board, other key personnel or potential donors of the grant. Listing the grant in Grantee's general publications in a manner consistent with other grants is permitted.



GRATUITIES:

The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any membership, commemorative items, recognition plaques or gratuities or benefits of any kind.

CONTACT:

For all communications regarding this grant, your point of contact at the Foundation shall be Jill Kaplan, VP Strategy and Communications, at 479-361-4624.

ACKNOWLEDGMENT AND AGREEMENT:

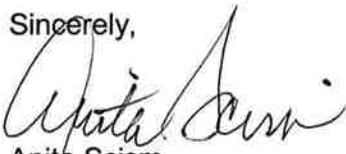
Grantee acknowledges that all funds will be used for the purposes stated above, and that no funds will be used to support a "disqualified person" as described in the Code.

You affirm that this grant will not cause you to fail to qualify as a "public charity" or to fail the "public support test," as described in the Code.

We have enclosed two original grant letters. Please obtain the signatures of two authorized signers for your organization as acknowledgment of the terms and conditions stated herein and return this original agreement to our office. We have also enclosed a copy of your original proposal, and will promptly forward to you any amended outputs and outcomes as agreed upon by both parties.

We look forward to working with you during the grant year. Please call if you have any questions or need additional information.

Sincerely,



Anita Scism
President/CEO

ACKNOWLEDGMENT OF TERMS AND CONDITIONS

Authorized Signature

Date

Authorized Signature

Date

**ENDEAVOR FOUNDATION
ENWA GRANT PROPOSAL
DEADLINE: AUGUST 9, 2013**

INTERNAL IDENTIFICATION

- *Respondent ID:* 2755165004
- *Date Submitted:* 8/8/2013 9:14:19 PM

ORGANIZATION DESCRIPTION

- *Organization contact:*
- *Organization:* City of Fayetteville
- *Email address:* pnierengarten@ci.fayetteville.ar.us
- *Phone:* 479-575-8272
- *Mission:* The City of Fayetteville is focused on becoming a resource efficient community of livable neighborhoods that meets present needs without compromising opportunities for the health, well-being and prosperity of future generations. The Sustainability & Strategic Planning Department is focused on a triple-bottom line approach of economic, environmental, and social policy development and project management. This includes working with community members and City departments on policy development, master plans and grant applications. The Department also serves as a liaison to local, state and national organizations on environmental protection, transportation, green building and energy issues.

PROJECT DESCRIPTION

- *Project contact:* Peter, Nierengarten
- *Email address:* pnierengarten@ci.fayetteville.ar.us
- *Phone:* 479-575-8272
- *Need statement:* The Fayetteville trails system was an outgrowth of the community's shared vision for a viable alternative transportation system beginning in the 1990s when small segments of trail were constructed in existing City Parks. By the early 2000s the community had embraced the trails concept and was interested in creating larger networks of interconnected trails and bikeways as alternative transportation corridors. This interest resulted in the creation of the Fayetteville Alternative Transportation and Trails Master Plan in 2003. This plan was developed through an intensive public process that identified approximately 100 miles of future trails and 160 miles of future on-street bikeways. To date, the City has constructed over 22 miles of multi-use trail and 16 miles of on-street bikeways. The centerpiece of the trail system is the existing Scull Creek Trail / Razorback Greenway that bisects the City creating a linear north-south oriented trail backbone from south Fayetteville near Walker Park northward to the City of Johnson. Now, the City is turning its attention to creating east-west alternative transportation connections such as bikeways, bike lanes, spur trails and sidewalks that are necessary to link together the residential neighborhoods, commercial areas, parks, schools and the University of Arkansas. The three projects that the City is proposing for this grant will be east-west oriented on-street bikeways delineated by sharrows on the pavement and through the installation of street signs. These bikeways will be instrumental in providing safe routes for the public to bicycle between a variety of land uses and activity centers.
- *Key objectives and activities:* Background: In 2013 City Staff developed a bicycle infrastructure needs assessment that identified critical bicycle linkages and needed infrastructure improvements. The final product is a City of Fayetteville Trails & Bikeways Guide that is printed and distributed by the Fayetteville Visitors Bureau. This pocket sized map identifies multi-use trails, bicycle lanes and shared use bikeways based on the level of comfort for the average cyclist; "Comfortable, Comfortable with

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Improvements, Moderate and Difficult". The City's goal is to make infrastructure improvements over time to roadways that are identified as "Comfortable" so that the improved roadway will be identified as "Comfortable with Improvements" in future editions of the guide. The City hopes that this guide will be used as a resource by residents, visitors and also by parents and school children looking to develop a safe route to school. Ultimately, the City envisions using a combination of multi-use trails, bike lanes and shared use bikeways to create a complete bicycle network throughout the City and this guide is literally the roadmap to accomplishing this vision. The projects proposed for this grant are three shared use bikeways and a short trail connection. A bikeway is generally defined as a bicycle thoroughfare that shares the travel lane with other vehicular uses. In practice, bikeways should be the optimal route between destinations or through neighborhood areas and should follow the most comfortable, low speed and low volume route. Bikeways are delineated through the use of Shared Lane Markings (SLMs), or sharrows, that indicate a shared lane environment. Sharrows are chevron symbols made of reflective thermoplastic installed on the roadway in the travel lanes. The benefit of using sharrows to mark bikeways is that they reinforce the legitimacy of bicycle traffic on the street and they recommend proper bicyclist positioning in the roadway. Grant Objectives: The key objective of this grant opportunity was to identify a number of key routes from The Fayetteville Trails and Bikeways Guide that need improvements. These locations needed to be in close proximity to existing elementary or middle schools, city parks or the University of Arkansas and have access to the Razorback Greenway. And, finally the proposed routes shall advance the Endeavor Foundation's Areas of Interest; encouraging alternative transportation, increasing access to indoor/outdoor recreational facilities and expanding physical activity opportunities offered by schools and other public spaces. In addition, the proposed bikeway routes should be located in areas that have the socio-economic conditions that would lead to a high usage from people of modest means. For this analysis, City staff utilized the 2010 United States Census data at the census tract level to determine impacted population and income. Ultimately, three sections of roadways in three different neighborhoods were identified for inclusion in this grant application. These three segments, in total, will comprise 2.92 miles of new on-street bikeways and a short 400 foot trail connection. The on-street bikeways will be constructed by installing reflective thermoplastic sharrow symbols on the roadway and through the use of directional and destination signage. The construction and installation period for these improvements will be approximately 3 months. The proposed routes are: Poplar St. Bikeway- This proposed route will be an on-street bikeway marked with sharrows that is 0.67 miles long and identified as the primary east to west connector between the Razorback Greenway and College Ave. corridors in this neighborhood. At present, Woodland Junior High School and the surrounding residential neighborhoods lack a well defined route that is necessary for comfortable on-street bicycle usage. This bikeway will clearly indicate that the street is a shared space for motorists and cyclists. The Poplar route will cross Gregg St. at a pedestrian activated signalized intersection with well marked cross-walks. A 400 foot trail will connect between Gregg St. and Yates Ave. The Poplar Street Bikeway falls within three census tracts whose population will be directly impacted by the infrastructure improvements. These three census tracts are comprised of 1,861 households containing an average of 2.19 people per household. Of this, 27% or 506 households earn between \$0 and \$14,999 annually in income. The City anticipates that this bikeway and trail connection will have high usage by junior high students that are likely to bicycle to and from home, school, commercial and entertainment destinations.

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Asbell Bikeway - This is proposed as an on-street bikeway marked with sharrows that is 2.17 miles long traversing the Asbell School neighborhood between Leverett Ave. and I-540. This route follows a number of "moderate" and "comfortable" streets with low speeds and traffic volumes including Mt. Comfort Road, Lawson St., Porter Road, Newport Dr. and Futral Dr. Also, the topography of this neighborhood is gently rolling to flat and the street improvements to the Garland Ave. and Mt. Comfort Rd. intersection, presently being constructed, will make this route safe and easily accessible to the neighborhoods on the east. The main bicycle destinations that intersect with this route are Asbell Elementary School and the Lewis Soccer Complex. The surrounding neighborhood has a moderate residential density with the single family areas at about 4-8 units per acre and a number of multi-family projects that are substantially denser. The close proximity to both the Razorback Greenway at the eastern terminus of this bikeway and the Meadow Valley Trail on Porter Road to the north makes this route a critical cross-town link that will see significant bicycle usage. The Asbell Bikeway traverses across four census tracts. From a total household population of 3,102, 968 households, or 31% have an annual household income between \$0 and \$14,999.

Douglas St. Bikeway- This route is identified as one of the easier streets to bicycle uphill to the University of Arkansas and Leverett Elementary School from the Razorback Greenway Trail. It will extend seven blocks along Douglas Street for approximately 0.47 miles to the intersection of Garland Ave. one block south of Leverett Elementary School. An existing 8' wide sidewalk along the west side of Garland Ave will connect the bikeway's western terminus to Leverett Elementary School. The existing Razorback Greenway Trail in this location is well used by college students who traverse, live, work and play in these neighborhoods. The build-out of these neighborhoods is fairly dense and therefore any connections must be made on-street or via sidewalks as no separate corridor exists for a trail linkage. This street was identified because the topography is not as steep as others and it has relatively low traffic volumes and speeds given the amount of vehicular traffic in the area. This route will be marked with sharrows on the pavement and signage along the street. The Douglas Street Bikeway is located within and/or adjacent to three census tracts and it has a higher number of low income households with 645 out of 1,569 or 41% of these households with an annual household income between \$0 and \$14,999. In Fayetteville the average household size is 2.19 people per household. We estimate that a total of 6,532 households, or 14,305 individuals, will be directly impacted by these projects. Of this, a conservative estimate is that at least 2,258 low income households or, 4,945 low income individuals will be directly impacted. At the city and region wide level many more people will have the potential to utilize this infrastructure due to its connection with the Razorback Regional Greenway.

- *ENWA common goals project will advance:*
 - Encourage alternate transportation, including walking, biking, and public transportation.
 - Increase access to indoor/outdoor recreational facilities.
 - Expand physical activity opportunities offered in school and after school facilities, as well as in other venues and public spaces.
- *Describe how the project advances the selected goal(s), sharing any new ideas or best practices approach will bring:* In recent years, the City of Fayetteville has placed its highest priority on improving our alternative transportation infrastructure, and incrementally this complex system has become increasingly functional and user friendly. The City's main goal is to now create an interconnected system between various modes and forms of travel; walking, biking and mass transit. The completion of the Razorback

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Greenway will help to fulfill the potential of creating a comprehensive and connected active transportation system that will link residents to amenities like schools, parks and commercial districts. The City of Fayetteville believes that the three proposed bikeway routes also fit neatly into three of the five common goals from the EnergizeNWA Summit. These bikeways are the next step in the City of Fayetteville's alternative transportation implementation process, as the backbone trail already exists in Fayetteville as the Scull Creek / Razorback Greenway. The on-street connections that radiate into the neighborhoods are vital for providing access to the Razorback Greenway. The City has an aggressive sidewalk construction program that is funded through Capital Improvement Project monies and more recently from the Arkansas Highway and Transportation Department through dedicated turnback funding. The City has also been incrementally adding bike lanes and sharrows to appropriate roadways to encourage safe and comfortable on-street bicycling usage as funding has allowed. Ultimately, encouraging alternative transportation requires that the community build complete streets that accommodate all users including: pedestrians, bicyclists, motorists and mass transit. Because of the locations of the three proposed bikeways they will provide increased access to indoor and outdoor recreational facilities. There are a number of facilities that will be directly impacted by the completion of these projects; Asbell Elementary, Leverett Elementary, Woodland Junior High School, the Lewis Soccer Complex, the University of Arkansas and the Razorback Greenway. Alternative transportation access in the form of bikeways will provide a healthy alternative for users of any of these facilities. Ultimately, the creation of bikeways expands the physical activity opportunities for all residents while providing a safe transportation alternative for moving people across town. School children, college students, faculty and staff who use the bikeways to get to public schools and the University of Arkansas will benefit from the increased physical activity. The City believes that with sufficient infrastructure improvements a cultural shift in commuting to and from school can be developed that prioritizes walking and biking. The fact that all three proposed routes access the Razorback Greenway ensures that a large and diverse number of people within the neighborhood, community and region will be directly impacted.

TARGET DEMOGRAPHICS

- *Anticipated geographic impact (number of people):*

Bella Vista	
Bentonville	
Centerton	
Farmington	
Fayetteville	14305
Johnson	
Lowell	
Rogers	
Siloam Springs	
Springdale	
Other	

- *Anticipated impact on ethnic populations (%):*

Marshall	
Hispanic	

- *Anticipated impact on lower income populations (%):*

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Free/reduced lunch	
Below poverty level	15

SYSTEMIC CHANGE

- *Brief description of organizational, local, state or federal policy that, if adopted, will enhance organization's work in the short- and long-term and how the grantee will work toward that policy change:* In recent years, many cities including Fayetteville have worked to complete the missing or neglected sidewalk infrastructure in neighborhoods around schools. This has been funded primarily through federal or state government programs such as the Safe Routes to Schools Program. We hope that these funding sources will continue in the future, however, we also acknowledge that there is a need to address and fund the other forms of missing alternative transportation infrastructure like trails, bike lanes and bikeways. We hope that with help from the Endeavor Foundation we can continue the framework for how this bicycle infrastructure can be planned, designed, constructed and ultimately utilized by the public. We feel that projects like these bikeways can be important learning exercises and examples for other cities in the region as they too begin to make the east-west connections needed along their portions of the 38 mile Razorback Regional Greenway
- *Brief description of how residents, community partners, and/or target populations will be involved in the project design and/or implementation:* The City will work with Fayetteville Public Schools (FPS) to survey students at all of the schools annually as to how they commute to and from school. This data will be archived and therefore it will be possible to analyze trends over time as new alternative transportation infrastructure is built. The surveys that are completed in the 2013-2014 school year will provide the baseline for this data collection. FPS and the City of Fayetteville both see great value in conducting an annual survey of the entire student body on their transportation choices for commuting to and from school. The City of Fayetteville Active Transportation advisory committee which reviews pedestrian and cycling infrastructure projects will use this data for their strategic planning efforts. Another group that provides an advisory role is The Bicycle Coalition of the Ozarks (BCO). The BCO is a local non-profit that assists the City of Fayetteville by providing input on cycling trends, statistics, methodology, etc. The BCO has been instrumental in working with the City and the community at large to bring attention to various cycling issues and needs, such as; bicycle parking, trail connections, on-street connections and general best practices for infrastructure construction. Residents can join the BCO for a nominal membership fee or may just contact the BCO with any input or suggestions that they may have. Additionally, the City will place a trail counter on the section of new trail that will be built as a part of the Poplar Street route. This counter will give us data on the total number of daily users while also tracking the time of day with the peak usage.
- *Brief explanation of other ways the project will lay the groundwork for systemic change in access to healthy foods and/or physical activity:* Fayetteville has been building a regional network of trails for nearly a decade, and as the trails have grown, so has the local bicycling culture. Much of this culture has grown as a natural function of the built trails, but some has been fostered through intentional education and awareness. An example of this is Fayetteville Public Schools "Bike Ed" curriculum that the Bicycle Coalition of the Ozarks worked with Fayetteville Public Schools to establish. The BCO utilized a Safe Routes to School Grant to purchase a fleet of bicycles and then they worked with Fayetteville schools to establish a permanent bicycle safety unit in their physical education classes for 2nd – 5th graders. In this program, children are taught how to ride

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safely and confidently on-street. This program spawned a number of initiatives such as a 'bike train' activity where a group of parents led children from the neighborhood on a daily group ride to and from school. In many neighborhoods this became the preferred commuting routine in fair weather. These types of educational programs are instrumental in training the future generation of bike riders and car drivers on the rules of the road. This also underscores the need to create alternative transportation infrastructure for these kids and their parents to put their skills into practice. Bike lanes and bikeways connecting neighborhood parks, schools and regional trails are the vital next step for making these efforts successful.

PARTNERSHIP/IMPLEMENTATION

- *Key individuals involved in project implementation include:* Peter Nierengarten is the City of Fayetteville's Director of Sustainability and Strategic Planning. He is the primary contact person for the City of Fayetteville's Grant Application. Upon successful receipt of the grant he will work with the Fayetteville City Council and Finance Department to accept the grant funding. He will also work with the City's Trails Coordinator and Transportation Departments to ensure safe, timely and proper completion of the Bikeway Projects. Additionally he will work with the Fayetteville Public School District to ensure that parent surveys are completed. He will spend between 20 - 30 hours working on this project. Matt Mihalevich is the Trails Coordinator for the City of Fayetteville. His tasks include planning, design, construction oversight, and property acquisition for the growing trail and bikeway system in Fayetteville, Arkansas. He will provide the design drawings and ensure compliance with federal and local standards. Matt will also work closely with the City of Fayetteville Transportation Department crews as they install the bikeway and construct the trail. Matt estimates that he will spend approximately 80 hours working on this project. Brad Anderson is the City of Fayetteville's Traffic Control Supervisor in the Transportation Department. He will work with Matt Mihalevich, the City's Trails Coordinator, to coordinate and complete the installation of 3.31 miles of signage and sharrows and trail construction as a part of the proposed bikeway projects. He and his crew will spend approximately 160 hours constructing and installing this infrastructure. Dana Smith is the Fayetteville Public School District's Sustainability Coordinator. She will work with the City of Fayetteville and each individual school to collect transportation surveys from parents twice per year. She will spend approximately 2 - 4 hours twice per year working to collect this data.
- *Brief description of implementation partners, including sector, area of expertise, geographic focus and project role:* The City of Fayetteville will lead this project and be responsible for the installation of the sharrow markings on the streets and for the installation of directional and destination signage. The City will also maintain these infrastructure improvements in the future. The Fayetteville Public Schools will partner with the City and will do surveys that have been developed for the Federal Governments Safe Routes to School grants. Surveys will be completed at the beginning of the fall semester and at the end of the spring semester by the child's parents. This survey is used to determine how close to the school the family lives and how their children arrive and leave school on most days; walk, bike, school bus, family vehicle, carpool, etc. By surveying students before and after the bikeway improvements have been installed we will measure the increased usage of these bikeways.

EVALUATION

- *Measurable outputs:*

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REVISED PAGE - MUTUALLY AGREED UPON OUTPUTS/OUTCOMES**

- The City of Fayetteville will construct 3.23 miles of bikeways and 400 feet of multi-use trails with this project. In total, the City will install 79 reflective thermoplastic sharrows, 28 share the road signs, 54 bike route signs, 35 destination signs and 51 directional signs. The projected cost of all three bikeways is \$39,940. It will take approximately three months to complete and the City will provide photos and a report to the Endeavor Foundation once the work is completed. Fayetteville Public Schools will survey the student body at Asbell Elementary, Leverett Elementary and Woodland Junior High before and after the installation of the infrastructure improvements to determine usage. This output will be reported the City of Fayetteville and the Endeavor Foundation.
- **Short term outcomes:** By the end of 2014, the number of miles of bikeways in Fayetteville will have increased from 17 to 25, which is an increase of 47%. Also by the end of 2014, the number of miles of paved trails will have increased from 22 to 30, which is an increase of 26%. Fayetteville Public Schools will survey the student body at Asbell Elementary, Leverett Elementary and Woodland Junior High before and after the installation of the infrastructure improvements to determine usage. This output will be reported to the City of Fayetteville and the Endeavor Foundation. The Fayetteville Public Schools will have measurable results for the first year impacts from the installation of the bikeways via the surveys that will be conducted pre and post construction. These surveys will give us a count on all methods of transportation that are utilized for the commute: walk, bike, bus, or vehicular drop-off. The City will also have a daily and monthly trail count from the piece of trail that is proposed as a part of the Poplar Street bikeway route. The trail counter will be able to determine the number of trail users as well as the time of day as each user passes by its sensor. This will allow the City to track the number of users between 7-8 a.m. and between 3-4 p.m. giving us a fairly accurate count of the number of Woodland Junior High students that are using the trail. Based on the existing Scull Creek Trail usage which averages 600 bicycles per day we anticipate up to 60 of daily users on each bikeway.
- **Long term outcomes:** Besides the obvious health, fitness and lifestyle aspects of constructing bicycle infrastructure there may also be educational opportunities created as well. Increasingly, technology is being used in new and profound ways. Notably, smartphone applications that use spatial information are increasingly useful for interpreting the city and its many components. Some of these applications, like pedometers or cyclometers, could be used by teachers and coaches as educational tools while encouraging active transportation choices. Ultimately, the goal is to change the existing auto-oriented paradigm of delivering kids to school by encouraging the use of other transportation options. Bikeway infrastructure improvements are the first step to encouraging increased bicycle usage.

Sustainability:

- **Description of plans to continue work beyond the grand period:** The City anticipates that we would complete the three proposed bikeway infrastructure improvements within the first year of receiving an award. The actual installation of the signage and pavement markings would be completed within a one month timeframe. The City of Fayetteville has currently built 7 miles of bike lanes and 9 miles of sharrow marked bikeways. The Fayetteville Alternative Trails and Transportation (FATT) plan calls for a total of 160 miles of on-street linkages in addition to the future linkages shown on the Master Street Plan. The City will continue to build multi-use trails, sidewalks, bike lanes and bikeways throughout the city utilizing Capital Improvement Program monies, grant awards and funding from the Arkansas Highway and Transportation Department. Ultimately, the goal is for every resident to be within a five minute commute of a multi-use trail.
- **Potential for replication:** Fayetteville has been working on its trail network and alternative transportation in general since the mid 1990s and we have developed a pretty extensive system of multi-use trails, sidewalks, bike lanes and bikeways to date, and a lot of this work has been modeled on efforts from other peer cities such as Boulder CO, Austin TX, Chattanooga TN, Springfield MO, Portland OR, and Minneapolis MN. It takes an interconnected system of alternative transportation options to make an impact on the

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transportation alternatives that citizens choose; this interconnected system can be shared, replicated, connected and grown across the region. The north-south orientation of the Razorback Greenway creates a very efficient linear backbone to work from. The lessons that Fayetteville is currently learning about the need for east-west connections will be valuable to all the communities in the region. The strength of the regional Razorback Greenway will be dependent on all of the regional communities connecting as many residents as possible to ensure viability. Fayetteville is open and willing to share any relevant knowledge or successes and failures with other communities in order to advance the success of the Razorback Regional Greenway and alternative transportation options in Northwest Arkansas.

BUDGET

- *Did organization's expenses exceed revenues in the last fiscal year?* No
- *Brief explanation of why budget was not balanced, if applicable:* Revenues for the City of Fayetteville have exceeded expenditures for both 2012 and 2011. The City of Fayetteville, as a governmental entity, has had past years when expenditures exceeded revenues. However, pursuant to state law expenditures can not exceed revenues plus cash on hand.
- *Project timeframe:* The three bikeway projects that are proposed for this grant can be started within a 2 - 4 months of receiving funds and sharrows and signage could be completed within a month as long as the weather cooperates. In order to apply the thermoplastic sharrows
- *Project revenues:*

Endeavor Foundation request	39940
Earned revenue (projected)	
Government funding/match (committed)	
Contributed revenue (committed)	
Financing (committed)	
Other revenue (committed)	
Other revenue (prospects)	
Unmet need	
Total Project Revenue	39940

- *Project expenses:*

Salaries	
Employee benefits	
Payroll taxes	
Professional fees	
Advertising and promotion	
Office expense	
Information technology	
Occupancy/rent	
Travel	
Conferences, conventions & meetings	
Interest	

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Depreciation	
Insurance	
Other expenses	39940
In-kind	
Total Project Expense (Operating)	
Total Project Expense (Capital/Construction)	39940

- *Other revenue/expense explanation:* Project costs reflect the cost to hire a contractor to install the bikeway improvements identified in the grant. We do not have a good way of breaking down these cost down beyond the cost for each item identified on the cost estimate that we e-mailed seperately. The cost for construction of each bikeway is identified below. Asbell Bikeway Estimated Cost = \$13,440 (\$7,350 for sharrow markings and \$6,090 for signage) Popular St. Bikeway Estimated Cost = \$23,350 (\$19,200 for trail construction, \$1,950 for sharrow markings and \$2,200 for signage) Douglas St. Bikeway Estimated Cost = \$3,150 (\$2,100 for sharrow markings and \$1,050 for signage) Total Project Estimated Cost = \$39,940

OTHER INFORMATION (IF APPLICABLE)

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- *Long term outcome:* Besides the obvious health, fitness and lifestyle aspects of constructing bicycle infrastructure there may also be educational opportunities created as well. Increasingly, technology is being used in new and profound ways. Notably, smartphone applications that use spatial information are increasingly useful for interpreting the city and its many components. Some of these applications, like pedometers or cyclometers, could be used by teachers and coaches as educational tools while encouraging active transportation choices. Ultimately, the goal is to change the existing auto-oriented paradigm of delivering kids to school by encouraging the use of other transportation options. Bikeway infrastructure improvements are the first step to encouraging increased bicycle usage.

SUSTAINABILITY

- *Description of plans to continue work beyond the grant period:* The City anticipates that we would complete the three proposed bikeway infrastructure improvements within the first year of receiving an award. The actual installation of the signage and pavement markings would be completed within a one month timeframe. The City of Fayetteville has currently built 7 miles of bike lanes and 9 miles of sharrow marked bikeways. The Fayetteville Alternative Trails and Transportation (FATT) plan calls for a total of 160 miles of on-street linkages in addition to the future linkages shown on the Master Street Plan. The City will continue to build multi-use trails, sidewalks, bike lanes and bikeways throughout the city utilizing Capital Improvement Program monies, grant awards and funding from the Arkansas Highway and Transportation Department. Ultimately, the goal is for every resident to be within a five minute commute of a multi-use trail.
- *Potential for replication:* Fayetteville has been working on its trail network and alternative transportation in general since the mid 1990s and we have developed a pretty extensive system of multi-use trails, sidewalks, bike lanes and bikeways to date, and a lot of this work has been modeled on efforts from other peer cities such as Boulder CO, Austin TX, Chattanooga TN, Springfield MO, Portland OR, and Minneapolis MN. It takes an interconnected system of alternative transportation options to make an impact on the

Smith, Sondra

From: Dan Coody <dcoody@swbell.net>
Sent: Monday, October 28, 2013 3:00 PM
To: Smith, Sondra
Subject: Re: Proposed setback changes

Thanks, Sondra. -- Dan

Sent from my iPhone

On Oct 28, 2013, at 2:58 PM, "Smith, Sondra" <:ssmith@fayetteville-ar.gov> wrote:

>

>

> -----Original Message-----

> From: Deborah coody [mailto:dcoody@swbell.net]

> Sent: Monday, October 28, 2013 10:17 AM

> To: Charles Coody; Smith, Sondra

> Subject: Proposed setback changes

>

>

>>>>

>>>> Being a strong proponent of both alternative energy and urban planning, I am asking you to consider a few points concerning the proposed 5' setback requirement. We all know this ordinance was generated to stop the multistory development on Block Ave, but this ordinance really hurts the little guy. Small entrepreneurs strengthen the fabric of our community and this impacts them all. It also damages the future town form.

>>>>

>>>> 1. The Dover/Kohl downtown and city-wide master plan cost us all a ton of money, took the input of over 1,000 citizens, and required a couple of years to implement. This ordinance is in direct conflict with the plan's principals. Public input and investment should not be dismissed easily, and negative consequences should not be accepted without serious consideration.

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>>>> 2. When residential property and commercial property abut, perhaps a solar and air access ordinance should be considered (there are many studies [easy Google search] that examine impacts of solar access ordinances). But when commercial properties with long-established zero lot line regulations abut, this ordinance has far-reaching consequences.

>>

>>>> For example, Fayetteville's plan calls for more urban density in downtown and along College Ave. making walkability, public transportation, bike friendliness, and infrastructure costs improve. It reduces travel time and the burning of fossil fuels, and makes small commercial ventures more viable. Reducing the available commercial land for small residential projects and businesses downtown promotes sprawl.

>>>>

>>>> Do not think that a mere 5' setback is insignificant. On a common downtown commercial 50'x120' lot the new requirement reduces the habitable area by over 23%. Now multiply that times the number of small

commercial properties throughout town and consider the acreage that cannot fulfill the City Master Plan while reducing the viability of small, innovative projects.

>>>>

>>>> 3. This ordinance does very little for solar access. One could build the Taipei Tower and, unless the earth's axis changes, it will never produce one molecule of shade on its southern neighbor. On the northern side it is unlikely that the 5' setback would make a system more feasible than with the existing zero lot line code. At the same time this ordinance does nothing to protect from future development those who DO install solar systems.

>>>>

>>>> 4. The idea that trees would do well and not do damage to walls and foundations in a narrow, shaded strip between buildings is unrealistic. I'm not sure what activities may occur in these 5' spaces, but growing trees will not be one of them.

>>>>

>>>> 5. The ordinance is ambiguous. After asking three City people, "does 'adjacent' mean that two buildings line up with each other? How far apart must they be before they are no longer considered 'adjacent'? Can a person build a small apartment or business close to the lot line if it is 'adjacent' to the back parking lot of other buildings?", no one had clear answers.

>>>>

>>>> 6. If this ordinance were in place at the time, would it be possible to build the iconic streets of Fayetteville such as Dickson, Block, Center, the Square, etc.?

>>> 7. If light and solar power are truly the driving force, it would be much better, and easier, to change our codes to require solar orientation for residential subdivisions and commercial development. If energy efficiency and quality of life are the goals, it would be better to adopt the 2012 Energy Code for all new construction. Until then, let's address specific problems with appropriate, limited solutions and keep the Fayetteville Master Plan intact.

>>>

>>> Thank you for your consideration.

>>>

>>> Dan Coody

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>>>> Sent from my iPad

Smith, Sondra

From: Deborah coody <dcoody@swbell.net>
Sent: Monday, October 28, 2013 11:41 AM
To: Charles Coody; Smith, Sondra
Cc: Williams, Kit; sclark@fayettevillear.com
Subject: Proposed solution

Sondra, could you please forward this note to the admin, council and planning commission? -- Thanks.

> -----

> The problem:

> Someone has an existing structure that warrants protection from neighboring new development. The new development, and everyone else in town, has to modify plans and lose ability to use some of their (expensive) property to resolve issues pertaining to that single structure.

>

> At some point, after the neighboring new development gets built, the owner of the original, existing property that was the catalyst for these new rules changes their mind, sells, moves, etc. That land, sooner or later, eventually and inevitably, will change hands. The new owner then razes the original structure to redevelop the land to match the new development next door, making all the previous gyrations, and the damage to the City's master plan, and preservation efforts for that special property for nothing.

>

> Possible solution:

> The owner of the original property that warrants protection does not need to impact all other commercial properties in town. There could be a new zoning class, say a Fayetteville Heritage zoning, that will preserve that property in perpetuity by deed restriction, just as deed restrictions are required for accessory dwelling units.

> The surrounding property owners would know what the rules are before they begin plans for redevelopment next to a Heritage zoning, and the original property that warranted that protection stays protected in perpetuity.

The financial impact is limited to the immediate situation, the Master Plan stays intact, other commercial properties are still able to fulfill their potential, and a historic structure can be preserved.

I hope something like this proposal can be considered. Thank you.

Dan Coody

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> Sent from my iPad

CONTRACT FOR SERVICE

The Boston Mountain Regional Solid Waste Management District (District) and the City of Fayetteville, Arkansas agree to enter into the following agreement to provide environmental education and outreach in the City of Fayetteville.

Environmental Education is to be provided by the District. The District has the resources available to provide public education and community outreach relating to solid waste management and waste minimization education in Fayetteville.

It is agreed by the District and the City of Fayetteville as follows:

The District shall:

1. Provide waste reduction and waste minimization education to citizens of the City of Fayetteville.
2. Prepare and present education programs to Fayetteville's citizens on services and programs available to them related to solid waste management, including recycling.
3. Provide an environmental educator that will perform at least 1,040 hours per year on environmental education for the City. For any partial year performance, the District shall provide a prorated number of hours per year at a rate of 86.67 hours per month.
4. The environmental educator will be an employee of Boston Mountain Solid Waste District. The District agrees to indemnify and hold harmless, to the extent such is not in conflict with immunities provided for by state law, the City of Fayetteville and all of its officers and officials from any claims, of whatever nature, relating to the employment of the environmental educator.
5. Provide a quarterly report to the City of outreach programs and services performed. Said report shall be provided by the 15th day of each month succeeding each quarter. The report shall include detailed statistics regarding the number of Fayetteville citizens served by the education services provided by the District pursuant to this agreement, and the nature and content of educational services provided.

The City of Fayetteville shall:

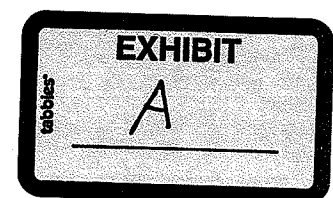
1. Pay for this service the sum of \$25,000 per calendar year. A pro-rated sum shall be paid for any partial year performance for the calendar year of the execution of this agreement (2013).

Scope of Work:

Educational Material Development - General Public

Provide recycling/composting/solid waste information to improve public's knowledge and participation in programs.

Deliverable:



- A. Create program brochures for residential recycling, commercial recycling, apartment recycling, drop-off centers recycling, and composting to correlate with the "Recycle Something" campaign.
- B. Website updates, as needed, to both accessfayetteville.org and the RecyclingSomething.org webpage content with the direction of the City's I.T. department.
- C. Development of Interactive displays at the new Marion Orton Recycling Center Drop off on North Street.

Public Outreach - General Public, Chamber of Commerce, Library, Civic Groups

Create PowerPoint presentations, press releases, PSA's, and events to improve visibility of organization and provide venue for dialogue with citizens.

Deliverable:

- A. Develop, plan and implement a "Project Driveway" event similar to one held in Seattle Washington to highlight the City's Pay-As-You-Throw residential waste program.
- B. Develop, plan and implement one door-to-door education campaign in a neighborhood to be designated by staff to educate residents on the recycling program.
- C. Create one public event at the Library highlighting recycling and solid waste information.
- D. Develop, plan and present at least 5 recycling and solid waste programs to civic groups and/or the Chamber of Commerce members during lunch events.
- E. Collaborate with the Washington County Cooperative Extension Service to provide education on proper Household Hazardous Waste disposal options.

Youth Public Education – Private and Public Schools

Provide interactive education programs to the Private and Public schools in Fayetteville.

Deliverable:

- A. Attend Green Team meetings and work to give presentations to the Green Teams at different schools.
- B. Develop educational booth and attend the End of Year Green Team Celebration and Teacher Fair at the beginning of the school year for Fayetteville Public Schools.
- C. Conduct one waste audit with one public school.
- D. Contact private schools to give presentations to students.

Adult Education - Educators

Assist Washington County Environmental Educator with facilitating teacher workshops and other professional development opportunities. Workshops will focus on solid waste, waste diversion, and natural resource conservation.

Deliverable:

- A. Assist with four PLT Teacher workshops and AEEA Expo

Technical Recycling Assistance – Businesses, Schools, Chamber of Commerce

Initiate, maintain and expand recycling programs within schools and other organizations to increase waste diversion.

Deliverable:

- A. Contact and educate businesses on Dickson Street about the commercial glass program, cigarette litter abatement program and other recycling initiatives.
- B. Develop and present to the Chamber of Commerce Greenway Initiatives program to describe services available to them.
- C. Work with teacher leaders at schools on how to participate in recycling services.
- D. Contact and educate apartment owners/managers and residents on services available to them and assist in implementing indoor recycling container distribution with 2013 ADEQ grant.

Community Involvement/Partnerships - Non-profits, Government Agencies, Professional and School groups

Increase collaboration between stakeholders and citizens, share resources, and create new programs.

Deliverable:

- A. Collaborate with non-profits and other agencies on events based around Earth Day in April, America Recycles Day in November, and watershed clean ups through-out the year.

Special Projects - Varies

Participate in various events and programs related to environmental education.

Deliverable:

- A. Expand the Second Chance School Supplies program to additional schools, recruit volunteers for the spring E-waste Roundup. This contract shall renew automatically on an annual basis unless by December 1st, either party provides written notice to the other of its intention not to renew this agreement.

All provisions of this agreement are contingent on annual budget authority granted by the City Council of the City of Fayetteville, Arkansas.

Signatures:

BOSTON MOUNTAIN REGIONAL SOLID WASTE
MANAGEMENT DISTRICT

HONORABLE FRANK WEAVER
BOARD CHAIRMAN

DATE

CITY OF FAYETTEVILLE, ARKANSAS

MAYOR LIONELD JORDAN

DATE

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
October 15, 2013**

A meeting of the Fayetteville City Council was held on October 15, 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, Martin Schoppmeyer, Rhonda Adams, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman Justin Tennant

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items: None

Agenda Additions: None

Consent:

Approval of the October 01, 2013 City Council meeting minutes.

Approved

Bid #13-52 Time Striping, Inc.: A resolution awarding Bid #13-52 and authorizing the purchase from Time Striping, Inc. of thermal striping, in variable amounts, for the Transportation Division as needed through the end of calendar year 2014.

Resolution 205-13 as recorded in the office of the City Clerk

Solid Waste Hauling and Disposal Fees: A resolution approving a budget adjustment in the total amount of \$269,000.00 to provide funding for solid waste hauling and disposal fees.

Resolution 206-13 as recorded in the office of the City Clerk

Alderman Gray moved to approve the Consent Agenda as read. Alderman Long seconded the motion. Upon roll call the motion passed 7-0. Alderman Tennant was absent.

Unfinished Business:

Amend §164.11 Height and Setback Regulations; Exceptions: An ordinance to Amend §164.11 Height and Setback Regulations; Exceptions to enhance livability through appropriate transitions in building scale and to protect access to air and sunlight and to enact an emergency clause. ***This ordinance was left on the First Reading at the September 17, 2013 City Council meeting. This ordinance was left on the Second Reading at the October 01, 2013 City Council meeting.***

City Attorney Kit Williams stated that since the last meeting there had been a proposed amendment and rather than reading an ordinance that isn't accurate, he suggested that he read Alderman Marsh's proposed amendment.

City Attorney Kit Williams read the proposed ordinance amendment.

Alderman Petty moved to amend the ordinance to the new one that was presented at the City Council meeting. **Alderman Marsh** seconded the motion. **Upon roll call the motion passed 7-0. Alderman Tennant was absent.**

Mayor Jordan: Is this amended ordinance different from what was passed out two weeks ago?

Alderman Marsh: I know the content is the same, but the language was streamlined a little bit.

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

Fran Alexander: Is it a five foot green space for trees?

Jeremy Pate: That is correct. The minimum requirement in most instances would be five feet rear and side setbacks. Currently it is zero.

Fran Alexander voiced her opinion and is in favor of the ordinance.

Louise Mann voiced her opinion and is in favor of the ordinance.

Alderman Adams: Is the 180 days new on this version? Will they have 180 days after the issuance of their Certificate of Occupancy to come back and prove that they have met the LEED standards?

Jeremy Pate: It is new. I don't think there was a time frame associated with one of the previous drafts. That was a recommendation from Alderman Marsh.

Alderman Adams: What happens after 180 days?

Alderman Marsh: You can get LEED certification pretty quickly upon completion of a building, but with 180 days that would give you a chance if you missed a point and need to go back and fix something. That gives you plenty of time to do that. Many of the other municipalities that have adopted these standards have either taken a bond of assurance that is refunded upon achievement of that standard or they issue a fine, typically \$100.00 a day until the building is brought into compliance.

City Attorney Kit Williams: I would like for Council to suspend the rules and go to the third and final reading so there won't be any question where we are at this point in the procedure.

Alderman Long moved to suspend the rules and go to the third and final reading. Alderman Marsh seconded the motion. Upon roll call the motion failed 4-3. Alderman Long, Marsh, Kinion and Petty voting yes. Alderman Schoppmeyer, Adams and Gray voting no. Alderman Tennant was absent.

City Attorney Kit Williams: I would rather you table this to allow it to be referred to the Planning Commission for recommendations on part of it. However, this has been an unusual procedure because we started with one ordinance and we have almost totally changed to a new ordinance. Even though I read the whole ordinance, I don't want there to be some procedural issue if it is eventually passed. If we suspend the rules it doesn't mean you have passed it. I want to avoid any possibility of being challenged for not following proper procedure and this is why I request you suspend the rules.

Alderman Adams moved to reconsider the motion to go to the third and final reading. Alderman Gray seconded the motion to reconsider. Upon roll call the motion passed 7-0. Alderman Tennant was absent.

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

City Attorney Kit Williams read the ordinance.

Alderman Marsh read the 2030 City Plan and continued reading the goals and policies that are in the plan. She stated that she has received calls and emails from citizens that are very concerned about new development and its impact on existing homes and businesses. She stated that the proposed ordinance is seeking to establish some fair and modest protections so as we build the Fayetteville of our future, we don't destroy the Fayetteville of today we know and love. She would like to see the community develop into a walkable, mid-rise downtown.

Alderman Marsh continued to speak about the incentives for developers who choose to build above 60 feet and in particular the LEED incentive.

Tracy Hoskins, Planning Commissioner spoke in favor of the ordinance to go before the Planning Commission. He stated that there are people on the Planning Commission who are in the architectural field and would like to have seen the ordinance before it was brought to City Council. He stated that from a developer's point of view he has some concerns and would like to see it go before the Planning Commission.

Alderman Adams: Last week at Agenda Session I asked if this had gone to Planning Commission what the process would be. I am not speaking against the ordinance, but felt that the Planning Commission input was important. Can you think of another time that we have made changes like this where we have not received input from the Planning Commission?

Tracy Hoskins: No. I was here at the last City Council meeting and it took me by surprise. I questioned why we had not seen this at Planning Commission.

Alderman Kinion: Does this have an emergency clause request?

City Attorney Kit Williams: Originally there was an emergency clause, but actually with the moratorium that is within our code that's all we need. We don't need an emergency clause.

Alderman Kinion: Could you explain that? My understanding with the moratorium is that we have time to discuss it and pass it without dragging our feet. I need a clarification of the process.

City Attorney Kit Williams: Jeremy and I have discussed this and we are in agreement. When you look at the code it says there is a 90 day moratorium, but then it goes on and says that provided if final action by the City Council is not taken on the question within three months of the time the matter is referred. That is basically when it appeared on the Tentative Agenda and our Planning Department saw it. The permit shall be issued if all other requirements are met. If you don't do anything in three months from that date, then the moratorium is over. If within such three month period, the governing body of the municipality shall pass an ordinance amending this zoning then no permit shall be issued. Even though the ordinance will not be in effect for 31 days without an emergency clause, as long as you have passed an ordinance affecting this zoning decision, then at that point no permit can be issued unless it is conforms to what you just passed.

Jeremy Pate: The day it was placed on the Tentative Agenda, which was September 10, 2013 and so December 10, 2013 would be the 90 days.

Alderman Kinion: A decision to pass?

Jeremy Pate: Correct, to do anything with this.

A discussion followed about clarifications, rules and deadlines of a moratorium.

Alderman Kinion: I support the intent and language of this ordinance. We have to be careful not to inhibit the economic development in some areas of our city, which could be negatively impacted by a broad and sweeping ordinance of this nature.

Alderman Petty: It is broad and appropriately broad. I think compared to the original ordinance we considered, it is much narrower, which applied to every zoning district. I believe this is better than what is in code now and most urban design firms would want this to be even more aggressive.

Alderman Petty stated that real estate markets are made up of a finite level of demand. If you are going to build one tall building and you only have a certain amount of demand then other parties that sit vacant do not get developed. As the demand picks up you see the market will be able to support more single family houses and smaller apartment complexes. He stated that if this went to the Planning Commission, he would like for them to consider recommending large scale development for anything above four stories regardless of the property size.

Alderman Adams stated that she appreciated Alderman Kinion's comment and they closely match the way she feels. She is not speaking against this ordinance, but believes that more input is needed from various stakeholders.

Mayor Jordan stated that Alderman Tennant called and asked if this could be tabled to allow him to be in attendance at the next City Council meeting to provide input on the topic.

Alderman Kinion: I would like to hear comments from individuals this evening.

Nina Shirkey voiced her opinion and is in support of the ordinance. She doesn't believe that very much will change if it goes to Planning Commission.

Alderman Kinion moved to table the ordinance to the November 5, 2013 City Council meeting and send the ordinance to the Planning Commission for review. Alderman Schoppmeyer seconded the motion. Upon roll call the motion passed 5-2. Alderman Schoppmeyer, Adams, Gray, Kinion, and Petty voting yes. Alderman Long and Marsh voting no. Alderman Tennant was absent.

This ordinance was Tabled to the November 5, 2013 City Council meeting and referred to the Planning Commission.

PPL 13-4404 (Persimmon Street Master Street Plan Right-of-Way/Legacy IV Subdivision):

A resolution to approve the dedication of 70 feet of right of way for Persimmon Street along most of the owner's property as recommended by the Planning Commission. ***This resolution was tabled at the October 1, 2013 City Council meeting to the October 15, 2013 City Council meeting.***

Jeremy Pate, Director of Development Services gave a brief description of the resolution and asked that the resolution be amended from saying 77 feet to reduce to 73 feet. He stated staff and applicant were in agreement.

Alderman Marsh moved to amend the resolution from saying 77 feet to reduce to 73 feet. Alderman Adams seconded the motion. Upon roll call the motion to amend passed 7-0. Alderman Tennant was absent.

Alderman Kinion stated that he was appreciative that staff and the applicant were able to work out a compromise. He hopes future developers will understand that the city and staff are willing to compromise and create an opportunity to move forward with a plan.

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

Resolution 207-13 as recorded in the office of the City Clerk

RZN 13-4467 (Mount Comfort and Shiloh/Kum & Go): An ordinance rezoning that property described in rezoning petition RZN 13-4467, for approximately 1.65 acres located at the northwest corner of Mount Comfort Road and Shiloh Drive from R-A, Residential Agricultural and RSF-4, Residential Single-Family, 4 units per acre, to C-1, Neighborhood Commercial. ***This ordinance was left on the First Reading at the October 01, 2013 City Council meeting.***

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

City Attorney Kit Williams read the ordinance.

Mayor Jordan: Jeremy, do you have anything new to discuss?

Jeremy Pate: The last time we met there was discussion about taking comments at a Ward 4 meeting. I'm not sure if the Aldermen have a report on that.

Alderman Adams: We talked about having a public input meeting. Alderman Long and I didn't get a lot of support to have a separate meeting on this topic. We have committed to bringing this up at the Ward 4 meeting on October 28, 2013 at 6:00 p.m. here at City Hall. We will have a couple of other speakers at the Ward 4 meeting and this item will be one of three things discussed. We want to give citizens the opportunity come and speak at the Ward 4 meeting.

This ordinance was left on the Second Reading.

New Business:

VAC 13-4478 (Twin Creeks Village Lot 19B4): An ordinance approving VAC 13-4478 submitted by McClelland Engineering Consulting for property located at 163 Van Asche Loop, to vacate a portion of a drainage easement, a total of 0.03 acres.

City Attorney Kit Williams read the ordinance.

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

Alderman Long moved to suspend the rules and go to the second reading. **Alderman Kinion** seconded the motion. Upon roll call the motion passed 6-0. **Alderman Petty** was absent during the vote. **Alderman Tennant** was absent.

City Attorney Kit Williams read the ordinance.

Alderman Kinion moved to suspend the rules and go to the third and final reading. **Alderman Gray** seconded the motion. Upon roll call the motion passed 7-0. **Alderman Tennant** was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. **Alderman Tennant** was absent.

Ordinance 5622 as recorded in the office of the City Clerk

ADM 13-4487 (Links at Fayetteville PZD Modification #3): An ordinance amending a Residential Planned Zoning District entitled R-PZD 07-2452 Links at Fayetteville to revise the zoning criteria for Planning Area One, to include Use Unit 18, Gasoline Service Stations and Drive-in/Drive Through Restaurants, as a permitted use, and to revise the architectural design standards at the northeast corner of Wedington Drive and Golf Club Drive.

City Attorney Kit Williams read the ordinance.

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

Justin Jorgensen: I am here with Tom Gordon who is the co-owner of Slim Chickens. We had a POA member of a surrounding property that came to the Planning Commission and expressed some concerns on conceptual ideas. We had two meetings and the applicant and owner agreed on a few items that were requested.

Tom Gordon, President of Slim Chickens stated that he is looking forward to this being his fourth restaurant in Fayetteville and the City of Fayetteville has been a good home to the company.

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

City Attorney Kit Williams read the ordinance.

Alderman Petty: On the diagram it shows the building surrounded by parking spaces. What are the underlying design standards of the PZD District? Are they similar to the auto oriented standards we have in our form based codes that would apply to a drive through?

Jeremy Pate: Not that I am aware of. I think it was the commercial uses within this particular PZD that was approved and were loosely based on a C-1 type of zoning district. There is a 20 foot front setback minimum, so it would allow for a building to be closer to the street if they desired to do that.

Alderman Petty: What kind of landscaping requirements would we impose next to Wedington?

Jeremy Pate: It would be a minimum of 15 feet adjacent to the right-of-way. A large amount of right-of-way was dedicated. Trees and shrubs will be planted.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5623 as recorded in the office of the City Clerk

Dickson Street Crossing Safety Improvements: A resolution expressing the intent of the City of Fayetteville to enter into a cost-share agreement with Arkansas & Missouri Railroad Co. for crossing safety improvements at the Dickson Street Railroad Crossing, contingent upon approval by Arkansas & Missouri Railroad Co. of Amendment No. 1 to the 2008 trail license agreement and not unreasonably withholding assent to future trail easements for the City.

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

Mayor Jordan: A few months ago I visited with the Arkansas & Missouri Railroad. They said this intersection is one of the most hazardous intersections in the State of Arkansas and it is certainly a safety issue.

Alderman Adams stated there was some shock when seeing how much it was going to cost for this project. She stated she was walking on Dickson Street when a car was hit by a train and it was a very scary incident. She believes that when windows are rolled up and music is on it is hazardous. She is in favor of the resolution.

Alderman Kinion: This is a resolution and it isn't actually allocating funds. I am in support of this and I appreciate Matt looking into some options to try and find funding to assist us.

Don Marr, Chief of Staff: The dollar amounts that you have been given are the original estimates without details and the numbers could change. The city is committed to the safety improvement aspect. We are still negotiating with the railroad and hoping that the price will be negotiated better.

Alderman Long: Safety is absolutely the most important consideration. We discussed this at Active Transportation and there are some easements for future trail projects that are contingent on whether we participate in this cost share. I support this.

Alderman Petty: We discussed this at the Active Transportation Committee meeting. It is hard to talk about not spending money when safety is the topic. I think this is an expense we should consider.

Alderman Petty moved to approve the resolution. Alderman Long seconded the motion. Upon roll call the motion passed 7-0. Alderman Tennant was absent.

Resolution 208-13 as recorded in the office of the City Clerk

Fayetteville Energy Improvement District: An ordinance creating a Property Assessed Energy Improvement District coextensive with the City of Fayetteville named "Energy Improvement District No. 1" to facilitate a PACE program and adopting certain provisions related thereto.

City Attorney Kit Williams read the ordinance.

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

Alderman Gray thanked Peter Nierengarten for all his hard work and stated it was very exciting to think Fayetteville would be the first city in the state to make this project possible.

John Coleman from Viridian believes this ordinance is appropriate and exciting for Fayetteville to be the first city to adopt this measure. He stated there has been a lot of leadership and support by many groups and individuals from Northwest Arkansas. He is in support of the ordinance.

Keaton Smith, IberiaBank spoke in favor of the ordinance.

Joe Tucker, small business owner of an insulation company spoke in favor of the ordinance.

Alderman Marsh stated that she appreciated Peter Nierengarten and the Green Economy Group for their work on this issue. She stated that the PACE program is about creating green jobs by issuing bonds to finance low interest loans for energy efficiency improvements. She is in favor of the ordinance.

Alderman Marsh moved to suspend the rules and go to the second reading. Alderman Adams seconded the motion. Upon roll call the motion passed 7-0. Alderman Tennant was absent.

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

Mayor Jordan thanked Peter Nierengarten, John Coleman, Keaton Smith and Council for all their work on this issue. He stated he likes the idea that a family on a lower to moderate income would be able to winterize their home and save money on their utilities. He stated this was the driving factor for this ordinance and it is about community taking care of community.

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

Ordinance 5624 as recorded in the office of the City Clerk

Amend Chapter §71.052 “U” Turns: An ordinance to repeal §71.052 “U” Turns and to enact a new §71.052 “U” Turns into the Fayetteville Code to permit “U” Turns on streets with medians.

City Attorney Kit Williams read the ordinance.

Chris Brown, City Engineer gave a brief description of the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

Alderman Adams stated a lot of conversation took place on this topic at the Street Committee meeting and that Chris Brown provided valuable experienced input.

Mayor Jordan asked shall the ordinance pass. **Upon roll call the ordinance passed 7-0. Alderman Tennant was absent.**

Ordinance 5625 as recorded in the office of the City Clerk

Amend Chapter 115 Pawnbrokers: An ordinance amending Chapter 115: Pawnbrokers of the Code of Fayetteville, renaming it to Chapter 115: Pawnbrokers and Secondhand Dealers, requiring licensure of secondhand dealers and requiring electronic reporting of certain items purchased by secondhand dealers.

City Attorney Kit Williams read the ordinance.

Greg Tabor, Chief of Police gave a brief description of the ordinance.

Alderman Long: Ordinance Review Committee looked at this, but forwarded it to the Council with a neutral recommendation. The only thing we couldn't come to a consensus on was the section about costume jewelry. One of the public input concerns that we received feedback on was from the owner of Cheap Thrills. They would have to discontinue their jewelry section of their business. Cheap Thrills is a long standing Fayetteville business and I would hate to see us do anything that would hurt them. They do not have the staff and technology capabilities. I would like to see us exclude costume jewelry.

A discussion followed about the definition of costume jewelry.

Campus Book Store Representative, Dickson Street request that the ordinance be held to give more time for further review.

Alderman Marsh: What about stolen text books and is that an issue we are having in our community?

Chief Tabor: We have had some occasions of stolen text books. We elected not to include text books in this ordinance.

Alderman Marsh: Why?

Chief Tabor: It comes down to identification. Text books don't have serial or model numbers.

Alderman Long moved to amend the ordinance to remove costume jewelry. **Alderman Kinion** seconded the motion. ***The motion and second was withdrawn.***

This ordinance was left on the First Reading

Boston Mountain Solid Waste District: An ordinance waiving the requirements of formal competitive bidding and approving a contract with the Boston Mountain Solid Waste District in the amount of \$25,000.00 for an environmental and recycling education program.

City Attorney Kit Williams read the ordinance.

Brian Pugh, Waste Reduction Coordinator gave a brief description of the ordinance.

Louise Mann asked Brian Pugh what would be received for the \$25,000.00. She wanted to know if the information was going to be for adult or children education. She stated she would like to know what the goal of the program is and how long it is going to last.

Brian Pugh: The program will be for children and adult education. We will have a presence in the schools. This position will also be able to go to civic organizations and do presentations. The goal is to educate people on our solid waste and recycling issues. We feel that we can put together programs with Washington County to help us reach those goals. We have only one landfill in Northwest Arkansas. We need to try and preserve it for as long as we can. This program will be geared towards trying to educate people on the resources that we have available to us.

Louise Mann: How will the success of the program be measured and is baseline data being collected?

Brian Pugh: That is a good question. I would be happy to speak with you in trying to develop metric goals.

Don Marr, Chief of Staff: Washington and Madison County have shared educators this last year while the City of Fayetteville did not participate in the education program. During the Council's budget session last year we were asked about dedicated head count for recycling education and waste reduction at the youth and adult levels. Approved in the budget last year was a dollar per household amount to go towards both education and promotion of our solid waste services and activities to focus on the increased participation of recycling with a goal of 70% by 2015.

Don Marr continued to speak about the program and explain the many benefits it offers.

Alderman Petty: I do not see any mechanism for us to end the contract in the middle of the year if we aren't satisfied with the service and performance?

City Attorney Kit Williams: You would have to sue for breach of contract if they were not providing services you believed were required under the contract. We do not do that very often and some of our contracts have an automatic out where it says either party can withdraw the contract within 30 days. Usually you don't see that because in reality you only have a 30 day

contract and either party can end the contract. This one does not have that and if you felt like they were not performing the contract according to what we want them to do, we would have to tell them we aren't paying anymore. This would breach the contract and a law suit might be filed.

Alderman Petty: This is my concern and I think the contract is pretty general. It says that education will be provided to certain groups and for a certain number of hours over the year. Beyond that it doesn't say anything. I am wondering where our oversight is other than budget review.

Brian Pugh: Each year there will be annual reports given to the city detailing the presentations and education that were provided to the residents of Fayetteville. This might alleviate some of your concerns.

Alderman Petty: It would once a year.

Alderman Gray stated that she read in the contract that it includes details and statistics regarding the number of Fayetteville citizens served by the education services.

Alderman Petty: I don't think a report provided by January 31st for the prior year after we have already authorized the budget and renewed the contract is going to be useful to us. I prefer something that allows us more flexibility as far as hiring and firing.

Alderman Marsh: What about every six months or quarterly?

Alderman Petty: I still don't think that addresses the broader concern that we don't have better oversight on what is being taught. Staff has offered to figure out what the metrics should be. Why don't we let them figure it out and put it in the contract?

Don Marr, Chief of Staff: Any revisions we make will have to go back to the Boston Mountain Solid Waste District Board to be voted on. It is fine if the Council does not want to do this. We believe there needs to be an effort in education of our citizens, in waste reduction and waste minimization. Outside of trying to design every piece of curriculum, we are relying on educators. We are currently using the City Council's Solid Waste Plan and these goals and plans were adopted by the Water and Sewer Committee. This is the education information that we are passing on to the educators in terms of what we want them to do. If you want more specific items we will need more direction than what is already approved in the current plan.

Alderman Petty: My concern is that the Boston Mountain Solid Waste goals are different than the goals of the City of Fayetteville. We have the most robust solid waste program in the state and the contract we sign with an educator should reflect that.

Brian Pugh: I have worked with educators in Washington County and Boston Mountain. I find them to be very professional and motivated to do the right thing in terms of trying to increase the knowledge of recycling and waste reduction.

Alderman Gray: I think Mr. Pugh does an excellent job with our Solid Waste Division. I value his opinion in this and I feel personally he will be overseeing what they are doing. I feel quite confident that education in this area is paramount.

Brian Pugh: We have a very good system set up in our school districts. The school district has a sustainability coordinator that we work through to provide educational opportunities for the school kids. We have resources in place with people who have a lot of knowledge that can help us to develop these programs.

Don Marr, Chief of Staff: It is the Solid Waste Divisions intention to add a full time educator to the City of Fayetteville, with Council support we will ask for that position at our next rate study and that meeting is scheduled the last quarter of this year. Our current rate study doesn't include this position.

Alderman Kinion: I see this as a similar relationship that we have with the Beaver Watershed District and Illinois Watershed District. I know through the Water, Sewer and Solid Waste Division we value these relationships. They are transparent and a partner in the goals that we have for the City of Fayetteville. With this type of respect and working relationship that we have established, the return on the investment of the taxpayer's money has been a wise investment. I think quarterly reports would be good through the Water, Sewer and Solid Waste Committee. To micromanage \$25,000.00 on a shared employee is a lot to ask in a partnership. If we don't get the value of this, then we have the opportunity to not continue our relationship. When you have a contract for education they have to meet the goals of your education program. They are well defined through the division and well defined through the committee that looks at this activity. I believe this is the ideal situation with a good opportunity until we can hire our own educator. I think the contract is valid and workable.

Alderman Adams: This is an opportunity to influence the outside region of our city.

Alderman Marsh: I am uncomfortable about us measuring the success of our program by the participation rate, rather than the diversion rate. It is not how many people are putting their pop can in the recycling bin as opposed to how much waste we are diverting from the landfill. I think that would be a better measure for success.

Brian Pugh: I am glad you said that. Newspaper volume has gone way down and the tonnage that we have collected the last four or five years has been lower than what they were in 2008. This is not because people are participating more in our recycling program, this is because people are not getting the newspaper as much as they used too. When you look at participation rates that is somebody setting the bin out at the curb. That isn't necessarily everybody diverting all the materials they can put into that container.

Alderman Long: I think it would cost more than \$25,000.00 a year to measure our diversion rate because we would have to have more staff to do that. I think this is a good return on our investment for the short term.

A discussion continued about the environmental and recycling education program.

Alderman Gray moved to suspend the rules and go to the second reading. Alderman Kinion seconded the motion. Upon roll call the motion passed 6-1. Alderman Petty voting no. Alderman Tennant was absent.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Kinion seconded the motion. Upon roll call the motion failed 3-4. Alderman Schoppmeyer, Gray and Kinion voting yes. Alderman Adams, Long, Marsh, and Petty voting no. Alderman Tennant was absent.

This ordinance was left on the Second Reading

Amend Rules of Order and Procedure: A resolution to amend the Rules of Order and Procedure of the Fayetteville City Council A. City Council meetings 7. Presentation of Agenda Items by adding a new subsection a. Agenda items not included within the Tentative Agenda packet.

City Attorney Kit Williams gave a brief description of the resolution.

Alderman Gray: It seems very reasonable to me.

Alderman Petty moved to approve the resolution. Alderman Marsh seconded the motion. Upon roll call the motion passed 7-0. Alderman Tennant was absent.

Resolution 209-13 as recorded in the office of the City Clerk

City Council Agenda Session Presentations:

City Council Tour:

December 2, 2103 – 4:00 PM – Mt. Kessler

Announcements:

Alderman Kinion: Thursday, October 17, 2013 is the Water and Sewer Committee meeting.

Don Marr: There is no Agenda Session October 22, 2013. It is a five week month.

Budget Planning Session will be November 9, 2013.

The Marion Orton Recycling Facility grand opening will be October 26, 2013 at 10:00 a.m.

The Ward 3 cleanup is October 26, 2013 from 7:00 a.m. to 2:00 p.m. It is located at the Elks Lodge and Vandergriff Elementary.

We are having a free mulch giveaway in October.

October 26, 2013 is the Papers and Pills Event. This is paper shredding and return of unused or outdated medication. It will be located at World's Gym parking lot on College Avenue from 10:00 to 2:00 p.m.

A detour is currently taking place on Martin Luther King Boulevard between Block Street and South College. It is closed for repairs of a failing stone culvert. The plan is for it to reopen Friday, October 18, 2013.

In celebration of the American Humane Society Association, the National Adopt a Dog month is this October. We are offering half off the normal adoption fee for dogs.

Adjournment: 8:35 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

AIA[®] Document B205[™] – 2007

Standard Form of Architect's Services: Historic Preservation

for the following PROJECT:

(Name and location or address)

Condition Assessment of the historic Woolsey Homestead
Fayetteville, Arkansas

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802[™]-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

THE OWNER:

(Name, legal status and address)

City of Fayetteville
113 West Mountain St.
Fayetteville, AR 72701

THE ARCHITECT:

(Name, legal status and address)

Ruby Architects, Inc.
300 Spring Bldg. #715
Little Rock, AR 72201

THE AGREEMENT

This Standard Form of Architect's Services is ~~part of or modifies the accompanying~~ Owner-Architect Agreement (hereinafter, the Agreement) dated the First day of November in the year Two Thousand Thirteen
(In words, indicate day, month and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 HISTORIC PRESERVATION SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

Init.

ARTICLE 1 INITIAL INFORMATION

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

(List below information, including conditions or assumptions, that will affect the Architect's performance.)

Refer to Proposal of Services, dated September 20, 2013, as "ATTACHMENT A".

ARTICLE 2 HISTORIC PRESERVATION SERVICES

§ 2.1 The Architect shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and Architect's consultants with those services provided by the Owner and Owner's consultants.

§ 2.2 The Architect shall prepare, and periodically update, a schedule of Historic Preservation Services that shall identify milestone dates for decisions required of the Owner, services furnished by the Architect and completion of documentation to be provided by the Architect. The Architect shall coordinate the Historic Preservation Services schedule with the Owner's Project schedule.

§ 2.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governing and reviewing authorities having jurisdiction over the Project.

§ 2.4 The Architect shall submit historic preservation documentation to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Historic Preservation Services.

§ 2.5 The Architect shall provide only the services specifically designated below as the Architect's responsibility. The Architect shall perform the designated services in accordance with a service description located in Section 2.6 or in an exhibit attached to this services document.

(Designate the services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 2.6 or in an exhibit attached to this services document. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 2.6 below or an exhibit attached to this document and identified below)
§ 2.5.1 Existing Facilities Surveys	Architect	
§ 2.5.2 Preliminary Survey and Work Plans	Architect	
§ 2.5.3 Documentation of Existing Conditions	Architect	
§ 2.5.4 Condition Survey	Architect	
§ 2.5.5 Structural Investigation	Not provided	
Survey	Not provided	
Analysis	Not provided	
Physical Testing	Not provided	
Other:	Not provided	
§ 2.5.6 Seismic Investigation	Not provided	
§ 2.5.7 Electrical and Mechanical Survey	Not provided	
§ 2.5.8 Codes, Regulations and Standards	Not provided	
§ 2.5.9 Selective Demolition	Architect	

Init.

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 2.6 below or an exhibit attached to this document and identified below)
§ 2.5.10 Paint Analysis	Not provided	
Optical Microscopy	Not provided	
Chemical Analysis	Not provided	
Deterioration Analysis	Not provided	
Other:	Not provided	
§ 2.5.11 Landscape Analysis	Not provided	
§ 2.5.12 Fabric Analysis	Not provided	
§ 2.5.13 Mortar Analysis	Not provided	
§ 2.5.14 Biological Analysis	Not provided	
§ 2.5.15 Test Samples	Not provided	
§ 2.5.16 Archival and Literature Search	Not provided	
§ 2.5.17 Building Conservation	Not provided	
§ 2.5.18 Archaeological Research	Not provided	
§ 2.5.19 Building Chronology	Architect	
§ 2.5.20 Historic Structure Report	Not provided	
§ 2.5.21 Cyclical Maintenance Plan	Not provided	
§ 2.5.22 HABS/HAER Documentation	Not provided	
§ 2.5.23 Historic Register Nominations	Not provided	
Local Landmarks	Not provided	
National Register of Historic Places	Not provided	
National Register of Historic Districts	Not provided	
National Historic Landmark	Not provided	
Other:	Not provided	
§ 2.5.24 Historic Preservation Certification/Tax Incentives	Not provided	
§ 2.5.25 Section 106 Review Process	Not provided	
§ 2.5.26 Guidelines for Historic Preservation	Architect	
Construction in or adjacent to a Historic District	N/A	
Work on specific site or structure	Architect	
Appropriate use of historic structures	Architect	
Other:	Not provided	
§ 2.5.27 Grant Proposals	Not provided	
§ 2.5.28 Conservation Assessment Program	Not provided	
§ 2.5.29 Historic Building Preservation Plan	Architect	
§ 2.5.30 Interpretive Program	Not provided	
§ 2.5.31 Awards Submittal	Not provided	
§ 2.5.32 Preliminary Cost Estimate	Architect	
§ 2.5.33 Programming (B202™-2009)	Not provided	
§ 2.5.34 Site Analysis and Selection	Not provided	
§ 2.5.35 Concept Design	Not provided	
§ 2.5.36 Economic Feasibility Study	Not provided	
§ 2.5.37 Geotechnical	Not provided	
§ 2.5.38 Land Survey	Not provided	
§ 2.5.39 Civil Design	Not provided	

Init.

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 2.6 below or an exhibit attached to this document and identified below)
§ 2.5.40 Landscape Design	Not provided	
§ 2.5.41 Environmental Study	Not provided	
§ 2.5.42 Contractor Qualifications	Not provided	
§ 2.5.43 Materials Restoration	Not provided	

§ 2.6 Description of Services

A brief description of each Historic Preservation Service is provided below.

(If necessary, provide in Section 2.7 expanded or modified descriptions of the Historic Preservation Services listed below.)

§ 2.6.1 Existing Facilities Surveys. Conduct an Existing Facilities Survey for the Project. The Survey may include review of building uses, conditions of existing materials, systems review, code review and accessibility issues.

§ 2.6.2 Preliminary Survey and Work Plans. Describe the physical appearance of the property in general terms and evaluate its level of integrity, physical condition, probable historical significance and recommend a historic preservation work plan.

§ 2.6.3 Documentation of Existing Conditions. Provide a record of the property as it exists, which may include measured drawings, field notes, photographs or other means of documentation.

§ 2.6.4 Condition Survey. Describe the general condition of the Project and identify the locations of areas of concern.

§ 2.6.5 Structural Investigation. Investigate the structure of the building as designated in Section 2.5.5. The survey will determine the elements of the existing structural system. Analysis of the structural capabilities of the system will be done by visual and capacity calculation methods. Physical testing shall be done by structural loading or other testing methods.

§ 2.6.6 Seismic Investigation. Determine the seismic requirements of the building, compare the building to the required seismic code and recommend procedures to upgrade the building to meet the requirements.

§ 2.6.7 Electrical and Mechanical Survey. Prepare a survey of the existing electrical and mechanical systems.

§ 2.6.8 Codes, Regulations and Standards. Identify applicable codes and regulations. Describe how the codes apply to the building and site, and make recommendations for life safety, access for people with disabilities and regulatory compliance.

§ 2.6.9 Selective Demolition. Remove portions of the structure or designated materials to determine hidden materials or elements. Provide recommendations of areas to be demolished to the Owner for approval prior to commencement.

§ 2.6.10 Paint Analysis. Analyze designated areas of painted surfaces for color match, sheen, stencil patterns and chronology by optical microscopy, chemical analysis for composition or deterioration or other testing as designated in Section 2.5.10.

§ 2.6.11 Landscape Analysis. Prepare a survey of existing conditions and historic significance of landscape design, features and other site considerations.

§ 2.6.12 Fabric Analysis. Analyze the materials, workmanship and equipment of the structure in relation to their physical nature, sources and dates of construction.

§ 2.6.13 Mortar Analysis. Provide chemical analysis for mortar composition. Determine historical compositions and compressive strength. Provide recommendations for matching the historic mortar with available materials.

§ 2.6.14 Biological Analysis. Analyze biological growth by optical microscopy. If other types of testing are required, list under Section 2.7.

§ 2.6.15 Test Samples. Procure samples for testing of materials. Destructive testing may be required to obtain the samples. Test samples may include cleaning samples, paint color samples, brush-outs, mortar samples, trim or detailed mock-ups. List the tests to be performed under Section 2.7.

§ 2.6.16 Archival and Literature Search. Locate, identify and assemble original drawings, historic photographs and written accounts or descriptions that will aid in tracing the development of the structure through its history.

§ 2.6.17 Building Conservation. Investigate the building relative to changes in structure, materials and composition to minimize further deterioration. Recommend procedures to minimize further deterioration.

§ 2.6.18 Archaeological Research. Investigate the Project area below ground to recover, protect and evaluate artifacts and determine periods of occupation and use.

§ 2.6.19 Building Chronology. Trace the development of the structure through its construction periods, ownership and uses.

§ 2.6.20 Historic Structure Report. Prepare a Historic Structure Report (HSR).

§ 2.6.21 Cyclical Maintenance Plan. Prepare a Cyclical Maintenance Plan as defined under Section 2.7.

§ 2.6.22 Historic American Building Survey/Historic American Engineering Record (HABS/HAER) Documentation. Provide measured drawings, field notes and photo documentation of the historic structure in its current condition, prior to any new additions or alternations. Prepare in the format prescribed by the Library of Congress Historic American Building Survey/Historic American Engineering Record. Assemble original documentation for donation to the Library of Congress collection.

§ 2.6.23 Historic Register Nominations. Prepare and submit the required forms to nominate the site or structure as designated in Section 2.5.23 and respond to inquiries of reviewing bodies.

§ 2.6.24 Historic Preservation Certification/Tax Incentives. Prepare and submit the historic preservation certification application using the Secretary of the Interior Standards for the Treatment of Historic Properties. Respond to the governing authority's comments. Prepare forms for certification of completion. The Owner shall provide necessary legal, tax and accounting services.

§ 2.6.25 Section 106 of Secretary of the Interior Standards for Rehabilitation Review Process. Prepare submittals for the Agency to submit, respond to governing authority and make recommendations regarding compliance with the Secretary of the Interior Standards for the Treatment of Historic Properties.

§ 2.6.26 Guidelines for Historic Preservation. Prepare historic preservation guidelines for the type of project designated in Section 2.5.26. The limits of the physical boundaries to which the guidelines apply are to be recommended by the Architect and approved or defined by the Owner.

§ 2.6.27 Grant Proposals. Prepare submittals for the Grant Proposal. Respond to governing authorities and make recommendations to the Owner regarding method, proposed scope of work and budget. The Owner shall provide legal and accounting services as requested by the granting agency.

§ 2.6.28 Conservation Assessment Program. Prepare a Conservation Assessment Program (CAP) as set forth by the National Institute for the Conservation of Cultural Property.

§ 2.6.29 Historic Building Preservation Plan. Prepare a Historic Building Preservation Plan in accordance with General Services Administration (GSA) guidelines.

§ 2.6.30 Interpretive Program. Provide an interpretive program of the site and buildings for the public's use.

§ 2.6.31 Awards Submittal. Prepare a submittal for the awards as prescribed in competition requirements. Specific awards shall be itemized in Section 2.7.

§ 2.6.32 Preliminary Cost Estimate. Provide a preliminary cost estimate of the Cost of the Work based upon information determined from services performed with this Agreement. This estimate may be based on current area, volume or similar conceptual estimating techniques.

§ 2.6.33 Programming. Prepare a program which will describe how the property will be used in the future and determine physical space requirements, relationships of the spaces, preservation treatments and how the proposed use will preserve the historical integrity of the building and site.

§ 2.6.34 Site Analysis and Selection. Provide an analysis of a site or sites designated by the Owner. Analysis may consist of on-site observations, movement systems, traffic and parking studies, topography analysis, and analyses of deed, zoning and other legal restrictions, studies of availability of construction materials, equipment and labor and construction markets.

§ 2.6.35 Concept Design. Provide a Concept Design, which may include a conceptual approach to preservation of the building and design concepts for functional use.

§ 2.6.36 Economic Feasibility Study. Prepare an economic analysis of the Project, which may be based upon estimates of the total Project cost, operation and ownership cost, financing requirements, cash flow for design, construction and operation, return on investment and equity requirements.

§ 2.6.37 Geotechnical. Provide services of geotechnical engineers, which may include, but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

§ 2.6.38 Land Survey. Provide surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 2.6.39 Civil Design. Study alternate materials and systems and develop conceptual design solutions for on-site utility systems, fire protection systems, drainage systems and paving.

§ 2.6.40 Landscape Design. Study alternate materials, systems and equipment and develop conceptual design solutions for land forms, lawns and plantings, physical site characteristics, design objectives and historic and environmental determinants.

§ 2.6.41 Environmental Study. Prepare a study to determine the need or requirements for environmental or ecological monitoring, assessment and any required impact statements. Prepare required environmental assessment and impact reports, attend public meetings and hearings, and present the studies to governing authorities.

§ 2.6.42 Contractor Qualifications. Prepare a list of contractor's qualifications required for the preservation work. Assist the Owner in evaluating the contractor's submittals and selecting qualified contractors.

§ 2.6.43 Materials Restoration. Provide drawings and specifications as necessary for restoration of materials. List the specific materials and the number of materials to be restored under Section 2.7.

§ 2.7 Expanded Description of Services

(In the space below, provide expanded or modified descriptions of the Historic Preservation Services listed above, add other services as space permits, or refer to an exhibit attached to this document.)

None.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 The Architect shall provide Historic Preservation Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) visits to the site by the Architect over the duration of the Project
- .2 One (1) presentations of any portion of the Work as requested by the Owner
- .3 Two (2) copies of reports, both interim and final, and other documentation requested by the Owner
- .4 Zero (0) appeals to any boards, committees or other required groups

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, which may include space requirements and relationships, special equipment, systems and site requirements.

§ 4.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's Historic Preservation Services described under Article 2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

A fixed fee of \$11,800.00 (eleven thousand eight hundred dollars and zero cents), plus expenses; with a maximum not-to-exceed sum of \$13,570.00 (thirteen thousand five hundred seventy dollars and zero cents) inclusive of expenses.

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Section 3.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Additional services shall be billed at an hourly rate.

See Ruby Architects, Inc. rate schedule, as "ATTACHMENT B".

§ 5.3 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2, shall be the amount invoiced to the Architect plus zero percent (0.00%), or as otherwise stated below:

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Historic Preservation, if any, are as follows:

None.

This Agreement entered into as of the day and year first written above.

Owner (Signature and title)

Architect (Signature and title)

Init.



"ATTACHMENT A"

September 20, 2013

Mr. Don Marr
Chief of Staff
City of Fayetteville
113 W. Mountain St
Fayetteville, AR 72701

Re: Architectural Assessment for the historic Woolsey Homestead, Fayetteville

Dear Mr. Marr:

Thank you so much for your time in showing us the Woolsey Homestead site. We are grateful to have been selected to assist the City of Fayetteville in its efforts to restore it—and we look forward to the opportunity and in building a great working relationship with you and your staff. As promised, let this serve as our proposal of services to you, as well as a record of our understanding of your needs. If it needs to be revised in any way, feel free to let us know.

A. Project Scope

Provide an early evaluation of the historic Woolsey Homestead, located along Broyles Road, nearby the city's new water treatment facility and protected wetlands. The evaluation should include the main house itself, nearby outbuildings, site and cemetery as may be relevant to the historical interpretation of the homestead, believed to be established ca. 1830. The evaluation should consider existing conditions and historic significance relative to the idea that the property may be restored for some future use, yet to be determined, by the City of Fayetteville. The evaluation should culminate in a written report with supporting documentation that serves to provide the city with early information on building and site condition, likely stabilization priorities, basic drawings and renderings and recommendations on proceeding.

B. Architectural Services Included

1. Site Analysis to include one full-day site visit and study of the property and historic buildings. The purpose of the visit will be to gather information on condition, understanding of the building's chronology (presumed original configuration and subsequent additions), measurements for creating scaled drawings and notes and photographs for documentation purposes. *Note: Prior to our visit, we will benefit from having the site cleared from brush and unwanted foliage that currently obstructs access.*
2. Drawings & Renderings- Provide scaled, two-dimensional floor plans and exterior elevations of existing conditions of all structures presumed to have historical significance (19th century material only). Provide simple, three-dimensional renderings of the building's presumed chronology indicating original configuration and subsequent additions.
3. Provide a written report summarizing findings made during the site visit. Though it is not yet the goal of these services, the written report should be completed in a manner that may

eventually allow it to be organized into a full-fledged Historic Structure Report (HSR). Thus, sections included in the written report would be as follows: I. Table of Contents, II. Executive Summary, III. Architectural Evaluation, IV. Existing Conditions, V. Proposed Work (preliminary), VI. Drawings and Photographs.

4. Provide written recommendations aimed at the emergency stabilization of the buildings along with discussion on one possible phasing strategy towards their eventual restoration.
5. Provide an early budget for its restoration, tied to the aforementioned phasing strategy. This budget will be extremely rough. The primary purpose of the budget is not necessarily to establish realistic monetary figures, but rather serve in a more important capacity of listing the types of costs and work scope that will likely be encountered during a restoration of this kind. More realistic budgets can be obtained as project goals and scope become more clear.
6. Provide photographs explaining existing conditions and supporting recommendations made in the report.
7. Contact by phone persons known to have some knowledge of the property. These will likely be other city staff, special project or committee members or community volunteers or others. Document conversations.

C. Services Not Included (can be provided as "Additional Service")

- I. Historical Research- Other than researching the building itself on site, no other research on the property records or owner history is planned, such as checking records of historical societies, history commissions, libraries, etc...
2. Archeology- Though likely to be recommended in future phases, no archeology is yet planned.
3. Extensive detailed drawings and realistic renderings- Drawings and renderings provided will be basic in nature and are intended to give readers a very quick understanding of existing conditions and theory as to its chronological history. Drawings and renderings are not yet expected to be developed in great detail. They should be of sufficient quality to assist in seeking various grant opportunities.
4. Evaluation of Significance- We do not yet plan on investigating the property's historical significance, though it is obvious to us all that we are clearly working on a very old structure. The City might choose to contact the Arkansas Historic Preservation Program to assist in making a determination. An Historic Structure Report (HSR) might eventually be needed as a means to establish significance and eventually guide its restoration. A thorough HSR is not included.
5. Any additional work, budgets, drawings, site visits not specifically referred to in paragraph B "Architectural Services Included" above.

D. Project Schedule

No schedule has yet been established though it is assumed to be as soon as practical. In consideration of the fact that the building is exposed to the elements, services provided will be treated with sense of urgency.

E. Project Budget

A budget has not yet been established though it is assumed that the City prefers to focus project costs as much as practical in this early assessment phase, prior to establishing a project budget.

F. Fee Proposal

We propose a fixed fee of \$11,800.00 plus reimbursable expenses. On this project, we expect reimbursable expenses to be limited to travel (at current mileage rates), printing, mailing & shipping. Generally, we pass printing, mailing and shipping expenses directly to you plus 10% for handling. An estimate of anticipated expenses as follows:

400 miles round trip Little Rock to Fayetteville ($400 \times 0.51/\text{mi}$) = \$204 per trip. We anticipate no more than three trips. Thus $\$204 \times 3 = \612 plus \$100 for printing/ mailing. Thus, \$712 estimated for expenses.

F. Additional Services

Ruby Architects, Inc. will provide other additional services when requested. Additional Services are defined as services outside of the basic Scope of Services. Generally it is easiest to simply charge hourly for these services at our current rates. We can also add services (such as hiring consulting engineers or other services) at cost plus a percentage for handling. We will always seek written permission to proceed prior to engaging in Additional Services.

G. Billing & Payment

Ruby Architects, Inc. invoices fees and expenses on a monthly basis and coincides with completed services up to the end of each month. On this particular project, we anticipate two billings in total. The first invoice will be 50% of the fee, billed only after our site visit and completion of the drawings. The final, 100% invoice will come after the report has been submitted in full. Payment is due upon receipt. Invoices that are not paid within forty-five (45) days of the date of the invoice will be considered delinquent. Invoices that are not paid within sixty (60) days of the date of the invoice will be subject to penalties.

Should this proposal be accepted, let us know and we will be happy to generate a standard AIA (American Institute of Architects) form of agreement for your review and signature. We look forward to hearing from you and moving ahead on this wonderful project! If you have any questions at all, please do not hesitate to call.

Cordially,

Aaron C. Ruby, AIA, LEED AP



Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan
City Council
Don Marr, Chief of Staff
Chief Tabor

FROM: Kit Williams, City Attorney

DATE: November 4, 2013

RE: Regulation of taxicabs in Fayetteville

For some reason, the Arkansas Legislature devoted an entire subchapter of Chapter 57 Regulation and Taxation of Vehicles by Municipalities of Title 14 Local Government of the Arkansas Code to provide cities of the first and second cities "with the exclusive power and authority to permit, regulate, and control, by ordinance, the business and operation of motor-driven taxicabs over or upon the streets and public ways of their respective municipalities." A.C.A. § 14-57-302 **Exclusive power to regulate.**

The Arkansas Code further expressly provides that taxicab companies must file an application for a permit to be granted or denied by the City Council after a public hearing. No taxicab may be operated on the city streets until the operator has obtained the permit from the City Council.

"A.C.A. § 14-57-304. Permit required.

(a) No person, firm, corporation, or association shall engage in or carry on the business referred to in § 14-57-302 in cities of the first or second class without first procuring from the governing body of the municipality in which it is proposed to operate a permit so to do.

(b) Governing bodies of these cities are authorized to grant or to refuse these permits.”

When § 14-57-304 refers to “engage in or carry on the business referred to in § 14-57-302”, please remember that § 302 refers to the “operation of motor-driven taxicabs over or upon the streets” of the city. Thus, **without a permit, a taxicab company may not legally take a passenger from XNA (or another outside Fayetteville location) into Fayetteville.** The police may stop a vehicle which is apparently an unregistered and non-permitted taxicab operating on Fayetteville streets. If a non-permitted taxi does not have a passenger nor is on the way to pick up a passenger and is on our streets for a non-taxicab operation purpose (being taken home by an employee or to the auto repair shop, etc.), then the driver is not violating our ordinance. However, **if the taxicab uses our streets for any taxicab business operation, such taxi requires approval and a permit (and inspection decal) to legally operate in Fayetteville.**

The Fayetteville Code mirrors the Arkansas Code by prohibiting the **operation** of taxicabs “upon the streets of the city without having first obtained a Certificate of Public Convenience and Necessity from the Fayetteville City Council.” § 117.32 **Certificate of Public Convenience and Necessity Required; Issuance Procedure.** Therefore as long as a taxicab is operating as a taxicab picking up or transporting passengers or just going to pick up a passenger, the owner/operator must have obtained a Certificate of Public Convenience and Necessity (§ 117.32) and the annual permit decal (§ 117.37).

Limousines are not expressly regulated in state law. However, the Fayetteville Code requires that before a limo is “used on the streets of the city”, the limo must obtain a Certificate of Public Convenience and Necessity as well as the annual inspection and permit decal. The police department may certainly use discretion not to issue a ticket if a limo arrives in Fayetteville with passengers from Little Rock or Tulsa for the first time. However, a limo bringing passengers regularly from XNA should be properly permitted and inspected or face the consequences.

FACTORS TO DETERMINE WHETHER TO ISSUE A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The City Council has determined in § 117.32 what it must find in order to issue a Certificate of Public Convenience and Necessity:

“(D) Findings of the City Council.

(1) If the City Council finds that further taxicab or limousine service in the city is required by the public convenience and necessity and that the applicant is fit, willing, and able to perform such public transportation and to conform to the provisions of this subchapter, then the city clerk shall issue a certificate stating the name and address of the applicant, the number of vehicles authorized under the certificate and the date of issuance; otherwise, the application shall be denied.”

Thus, the City Council may determine that there is no need for further taxicabs which would result in a denial of the Certificate of Public Convenience and Necessity. The basic questions are whether our citizens would be helped by another taxicab company and whether the applicant company is “fit, willing and able to perform such public transportation” duties.

I caution against considering, discussing, and especially arguing that a taxicab company would need to have a business office in Fayetteville in order to be awarded a Certificate of Public Convenience and Necessity. Please stick to the express considerations with the Fayetteville Code:

“(1) Do our citizens need further taxicab service or service from a new taxicab company?

(2) Is the applicant ‘fit, willing and able to perform such public transportation (duties) and to conform to’ state and city law.”

Please limit your consideration, discussions, and votes to these two questions.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dane Zimmerman
1116 S. Walton Blvd
Suite 122
Bentonville, AR 72712

2. Article Number

(Transfer from service label)

7013 1710 0000 3098 6046

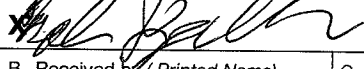
PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

10-31-13

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Smith, Sonda

From: Dane Zimmerman <destinylimousines@cox.net>
Sent: Friday, November 01, 2013 10:27 PM
To: vicki.campbell@hotmail.com; brad@ridegreencab.com; DynastyTransportation Service; Brice Curry; joew@nwataxi.com; fayettevilletaxi@gmail.com; DownUnder Taxi; joew@nwataxi.com; monty@nwataxi.com
Cc: City_Clerk; Harter, James; Dane Zimmerman; Kelli Teel; Nathan Adamson; Dale Mayer
Subject: Public Hearing Notification

Importance: High

RE: Public Hearing
Certificate of Public Convenience and Necessity
Ambassador Transportation Services

To: Taxi License/Permit Holders:

Notice is hereby given that a Public Hearing will be held on November 5, 2013 regarding an application for a Certificate of Public Convenience and Necessity for the following proposed Fayetteville Taxi:

Ambassador Transportation Services

The public Hearing will be on the City Council Agenda for the November 5, 2013 City Council meeting. The meeting will begin at 6:00 PM in Room 219 of the city Administration Building, 113 West Mountain, Fayetteville, AR.

The following link is a direct link to the Fayetteville City Council meeting agenda:
http://accessfayetteville.granicus.com/GeneratedAgendaViewer.php?view_id=2&event_id=462

** I respectfully ask that you acknowledge you have received this notice.

Sincerely,

Dane Zimmerman, CEO
Ambassador Transportation Services
1116 S Walton, BLVD, Suite 122
Bentonville, AR 72712
Phone: 479-250-1594
www.ATS-NWA.com
Find us on Facebook: www.facebook.com/atsnwa

"We make traveling easy!"

Smith, Sondra

From: Brad Audrain <baudrai@gmail.com>
Sent: Tuesday, November 05, 2013 11:07 AM
To: City_Clerk
Subject: Message regarding City Council Hearing tonight

Sondra,

Would it be possible to have the email below forwarded to each member of the city council. I was told that you could help me get my message out. If you are unable to help, please let me know, and I will try something else. Thanks for any help you can give in this matter.

Members of the City Council,

I'd like to start by thanking you all for the great work done by the city council in recent months. Green Cab has grown in a short period of time, and we believe the future is bright in Fayetteville. We are striving to grow in accordance with the city's goals, and we have added bike racks to go along with our fuel efficient hybrid taxi fleet.

Green Cab Company is a strong supporter of the city of Fayetteville, and we wanted to bring a few points to the council's attention regarding the hearing for issuing the certificate of public necessity and convenience later this evening. We try to maintain a professional and courteous relationship with other cab companies in Fayetteville as well as those we work with at XNA airport. While we are reluctant to speak against our competition at the public hearing, we wanted to the council know why we don't see a need for adding another cab company downtown at this time.

While we respect a free market system, we also support local businesses, and adding another company from Bentonville slows the growth of local companies that have been striving to offer the best service possible to the people of Fayetteville. We just added a sixth vehicle to our fleet, and we were hoping to add two more by the end of 2014. Currently, all of the reserved space outside of the Walton Arts Center is occupied every weekend night, and adding another company would only create more of a problem.

The police department does a fantastic job working with us to permit drivers with a clean background that make our customers feel comfortable. I believe that adding another cab company and 10-15 more drivers would make it extremely difficult for us to permit drivers as efficiently without risking the quality time put in to each individual applicant. I am proud of the work I do with Sgt. Harter on each driver that we consider, and I would like to continue our good work going forward without long delays when new help is needed.

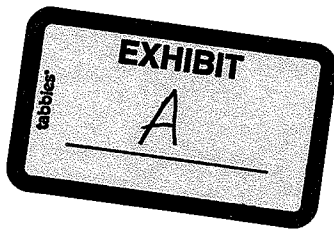
While the main point in question is need and necessity, two other Bentonville-based companies that work at the airport have mentioned that they would apply for this same permit if Abundant/Destiny is passed at the hearing tonight. I believe it would set a precedent for allowing other companies to come in that may not share our same goals for the city of Fayetteville.

In short, we just don't believe that another taxi service is necessary at this time, and we feel that there could be some unintended consequences of adding a new company. Thank you for your time, and we look forward to many great years working with the city of Fayetteville.

Brad Audrain,
Green Cab Company, Inc.

609 W. Dickson St., Suite 112
Fayetteville, AR 72701
Office: (479) 966-4111
Mobile: (901) 490-9943

brad@ridegreencab.com
www.ridegreencab.com
Twitter: @GreenCabCo
Facebook: GreenCabCo



CHAPTER 115: PAWNBROKERS AND SECONDHAND DEALERS

115.01 Definitions

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(A) *Pawnbroker*. Any person, firm, or corporation whose business or occupation is to take, receive, by way of pledge, pawn, or exchange any goods, wares, or merchandise, or any kind of personal property whatsoever.

(B) *Secondhand Dealer*. Any person, partnership, corporation, limited liability company, or other legal entity, whether as a principal, agent or employee thereof, licensed under this Chapter, whose business includes selling, trading or buying any kind of used property for profit either in person or through the use of automated kiosks. For purposes of this Chapter, "used property" includes only the following:

- (1) Jewelry, precious metals, precious stones, collectible coins, watches, bracelets, rings, necklaces and earrings.
- (2) Electronics, typewriters, calculators, cash registers, copying machines, facsimile machines, computer hardware or software, computers, computer parts, computer monitors, computer printers, computer memory cards, computer storage media, computer hard drives, cellular telephones, televisions, speakers, stereos, stereo components, gaming consoles, any kind of accessories, cameras, video cameras or any other kind of device that can be used for viewing or listening to motion pictures, videos or music.
- (3) Tools used to facilitate manual or mechanical work.
- (4) Musical instruments, including all devices or contrivances designed to produce musical tones or sounds.
- (5) Compact discs (CDs), digital video discs (DVDs), blu-ray discs, video game discs, video game cartridges, and any other device that can be used in or attached to a gaming console or computer to play games.
- (6) Sporting equipment of any type needed for use in any sporting activity.

(C) Notwithstanding subsection (B) of this section, the following do not constitute secondhand dealers:

- (1) Persons conducting a private residential sale commonly known as

a "garage sale" or "yard sale," so long as such sale takes place on residentially zoned property.

- (2) An organization qualified as a section 501(c)(3) tax-exempt organization by the Internal Revenue Code.
- (3) A used motor vehicle dealer.
- (4) Auctioneers, auction houses and flea markets.
- (5) Antique or Used Furniture Dealers.
- (6) Persons solely conducting sales online via internet websites including, but not limited to, Craigslist and eBay.

115.02 License Requirements

(A) The business of owning, operating, or conducting a business defined by §115.01 hereof, as that of a pawnbroker or secondhand dealer, is hereby declared to be a privilege, and no person shall own, operate, conduct, or engage in any such business unless he has a current license to do so issued by the city.

(B) Licenses as herein provided for shall be issued by the finance department and attested by the license officer. The mayor shall have authority to promulgate from time to time any rules and regulations necessary for the proper administration of this chapter.

(C) *Application required.*

- (1) Any person desiring to engage in any business for which a license is required by this chapter shall file an application for such license with the license officer. The application shall then be referred to the chief of police of the city, who shall make a written recommendation to the mayor.

- (2) It shall be unlawful for any person to make any false statement or representation in any application or give any false statement or representation in any application or give any false answer to any question contained therein.

(D) The annual license fee shall be \$75.00.

(E) A license applied for under this chapter shall be issued by the mayor upon compliance by the applicant with all provisions of this chapter, including payment of the prescribed fee.

(F) A license issued under this chapter shall not be

transferable.

(G) Every license issued under this chapter shall expire on the next December 31st following its issuance.

(H) *Revocation.*

(1) When any person licensed under this chapter is convicted of a violation of any provision of this chapter, the court shall, in addition to the penalty imposed for such violation, revoke such person's license.

(2) When any license is revoked under this chapter no new license shall be issued to the same person within one year after such revocation.

115.03 Duty To Maintain Books And Records

Every pawnbroker and secondhand dealer shall keep a book or record, which shall be numbered consecutively and will correspond to the pawn ticket or stub issued to the person so pawning, pledging, leaving as security, or selling such article. The book or record shall contain an accurate, detailed description, so as to be readily identified, bearing the serial number, if it has one, of the article so pawned, pledged, left as security, or sold, as well as the make, model, color and size of the article. The book or record shall further contain the date and hour the article was pawned, pledged, left as security, or sold, the name, residence, address, state-issued identification or driver's license number, telephone number, date of birth, and signature of the person so pawning, pledging, leaving such article as security, or selling, the amount of money loaned or advanced on the article, and the date that such is to be redeemed, or the sale amount of the article. The book or record shall at all times be open to inspection by the chief of police, or any police officer of the city.

115.04 Daily Reports

Every pawnbroker, pawnshop, or secondhand dealer doing business in the City of Fayetteville, Arkansas, shall be required to upload via internet connection to the entity designated by the Fayetteville Police Department, information detailing all goods pawned, pledged, or left as security or sold with the pawnbroker, pawnshop, or secondhand dealer, within (1) business day of receipt.

115.05 Waiting Period Before Disposition Of Pawned Article Or Article Sold to Secondhand Dealer

It shall be unlawful for any pawnbroker, or secondhand dealer to sell, exchange, barter, or remove from his place of business or permit to be sold or redeemed any article pawned, pledged, left as security, or sold for a period of seven (7) days after making such daily report unless the article is redeemed by the person who sold

or pawned it.

115.06-115.98 Reserved

115.99 Penalty

Every person, firm, or corporation, or their agents, servants, or employees, who shall violate any of the provisions of this chapter, shall upon conviction thereof, be guilty of a misdemeanor, and shall be fined in a sum not less than \$10.00 nor more than \$50.00, and each day's violation shall constitute a separate offense.

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
November 05, 2013**

A meeting of the Fayetteville City Council will be held on November 05, 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. Fayetteville Town Center Report – Sandra Bennett

Agenda Additions:

A. Consent:

1. Approval of the October 15, 2013 City Council meeting minutes.
2. **Preferred Office Products, Inc.:** A resolution authorizing the purchase of six (6) Cannon copiers in the total amount of \$40,468.26, pursuant to a state procurement contract, from Preferred Office Products, Inc. of Fayetteville.

3. **Scruggs Equipment of Memphis, Tennessee:** A resolution authorizing the purchase of one (1) Elgin Crosswind sweeper from Scruggs Equipment of Memphis, Tennessee in the amount of \$223,002.00, pursuant to an NJPA Cooperative purchasing agreement, for use by the Transportation Department, and approving a budget adjustment.
4. **Bid #13-43 Southern Tire Mart, LLC:** A resolution awarding Bid #13-43 and authorizing a contract with Southern Tire Mart, LLC in variable amounts for tire recapping for a period of one (1) year with automatic yearly extension for up to four (4) years.
5. **Bid #13-49 MHC Kenworth of Springdale:** A resolution awarding Bid #13-49 and authorizing a contract with MHC Kenworth or Springdale in the amount of \$158,000.00 for the purchase of one (1) pothole patcher truck, and approving a budget adjustment.
6. **Bid #13-50 Pick-It Construction, Inc.:** A resolution awarding Bid #13-50 and approving a contract with Pick-It Construction, Inc. in the amount of \$130,900.00 for the renovation of concession areas and restrooms at Walker Park, approving a ten percent (10%) project contingency and approving a budget adjustment in the amount of \$16,760.00.
7. **Arkansas Historic Preservation Program:** A resolution approving a grant agreement with the Arkansas Historic Preservation Program in the amount of \$1,200.00 for travel and training expenses in support of the Fayetteville Historic District Commission; and approving a budget adjustment recognizing the grant revenue.
8. **Hazmat Services Revenue:** A resolution approving a budget adjustment in the amount of \$4,328.00 recognizing hazmat services revenue to the Fire Department, and authorizing an increase in the related expense budget.
9. **RFP #13-11, Access Control and Security System – Contract:** A resolution awarding RFP #13-11 and authorizing a contract with Royal Communications, Inc. for an access control and security system for a period of one (1) year with four (4) automatic renewal options.
10. **RFP #13-11, Access Control and Security System – Phases 1-3:** A resolution authorizing the first three phases of RFP #13-11 with Royal Communications, Inc. for access control system installation for the Police Department, Solid Waste and Recycling and Fayetteville Executive Airport-Drake Field, authorizing a ten percent (10%) project contingency, and approving a budget adjustment.
11. **Energize NWA Grant:** A resolution approving acceptance of an Energize NWA grant from the Endeavor Foundation in the amount of \$39,940.00 for the construction of three bikeway routes linking the Razorback Greenway with the University of Arkansas and Fayetteville Public Schools, and approving a budget adjustment.
12. **2013 Arkansas Department of Environmental Quality Grant:** A resolution authorizing acceptance of a 2013 Arkansas Department of Environmental Quality Grant through the Boston Mountain Solid Waste District in the amount of \$30,000.00 for the purchase of indoor apartment recycling containers, and approving a budget adjustment.

B. Unfinished Business:

1. **Amend UDC Height and Setback Regulations:** An ordinance to Amend §§161.16, 161.18, 161.19, 161.20, 161.21, 161.22, 161.23, 161.24, and 161.25 to change setbacks and setbacks for adjoining property and height limitations for several districts and to amend §164.11 Height and Setback Regulations; Exceptions to reduce or eliminate setbacks in certain circumstances, to require wider sidewalks for buildings higher than 36 feet and to provide a building height variance for buildings receiving LEED Gold Certification and meeting other requirements, and to amend §156.02 (F) to authorize a requirement for a height variance applicant to provide a Viewshed Analysis or Sun/Shadow Study. *This ordinance was left on the First Reading at the September 17, 2013 City Council meeting. This ordinance was left on the Second Reading at the October 01, 2013 City Council meeting. This ordinance was left on the Third Reading, Tabled to the November 5, 2013 City Council meeting and referred to the Planning Commission at the October 15, 2013 City Council meeting.*

Left on the Third Reading

2. **RZN 13-4467 (Mount Comfort and Shiloh/Kum & Go):** An ordinance rezoning that property described in rezoning petition RZN 13-4467, for approximately 1.65 acres located at the northwest corner of Mount Comfort Road and Shiloh Drive from R-A, Residential Agricultural and RSF-4, Residential Single-Family, 4 units per acre, to C-1, Neighborhood Commercial. *This ordinance was left on the First Reading at the October 01, 2013 City Council meeting. This ordinance was left on the Second Reading at the October 15, 2013 City Council meeting.*

Left on the Second Reading

3. **Amend Chapter 115 Pawnbrokers:** An ordinance amending Chapter 115: Pawnbrokers of the Code of Fayetteville, renaming it to Chapter 115: Pawnbrokers and Secondhand Dealers, requiring licensure of secondhand dealers and requiring electronic reporting of certain items purchased by secondhand dealers. *This ordinance was left on the First Reading at the October 15, 2013 City Council meeting.*

Left on the First Reading

4. **Boston Mountain Solid Waste District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with the Boston Mountain Solid Waste District in the amount of \$25,000.00 for an environmental and recycling education program. *This ordinance was left on the Second Reading at the October 15, 2013 City Council meeting.*

Left on the Second Reading

C. Public Hearing:

1. **Destiny Limousines, LLC, DBA Transportation Services:** A resolution granting a Certificate of Public Convenience and Necessity to Destiny Limousines, LLC DBA Ambassador Transportation Services for the operation of two (2) to six (6) taxicabs and one (1) to two (2) limousines in the City of Fayetteville.

D. New Business:

1. **Marathon Equipment Company:** An ordinance waiving the requirements of formal competitive bidding and authorizing a contract with Marathon Equipment Company in the amount of \$26,996.00 plus applicable freight and taxes for the purchase of a main body cylinder for the Solid Waste and Recycling Division, and approving a budget adjustment.
2. **Fayetteville Transportation Plan:** A resolution to express the intent of the City Council to fund a Transportation Plan in the amount of \$250,000.00 to \$500,000.00.
3. **Lose & Associates, Inc.:** A resolution awarding RFQ #13-13 and authorizing a contract with Lose & Associates, Inc. in an amount not to exceed \$86,735.00 for landscape architectural, architectural and engineering services for the design of a regional park master plan and a preliminary grading and drainage plan, and approving a ten percent (10%) project contingency.
4. **VAC 13-4491 (2315 & 2319 N. Marks Mill Ln./Zweig):** An ordinance approving VAC 13-4491 submitted by Alan Reid and Associates for properties located at 2315 & 2319 North Marks Mill Lane to vacate an utility easement, a total of 1,363 square feet.
5. **VAC 13-4493 (491 Fairway Ln./Jarrett):** An ordinance approving VAC 13-4493 submitted by Gray Rock LLC for property located at 491 East Fairway Lane, to vacate utility easements, a total of 0.13 acres.
6. **VAC 13-4501 (3466 E. Jasper Ln./Kinney):** An ordinance approving VAC 13-4501 submitted by Eric Heller for property located at 3466 East Jasper Lane, to vacate a portion of a drainage easement, a total of 750 square feet.
7. **VAC 13-4503 (516 & 518 S. Eastern Avenue/U of A):** An ordinance approving VAC 13-4503 submitted by McGoodwin, Williams, and Yates for properties located at 516 and 518 South Eastern Avenue to vacate a right-of-way and two alleys on the subject property, a total of 0.19 acres.
8. **PPL 13-4437 (Skillern Road Master Street Plan Amendment/Oak Creek):** A resolution for PPL 13-4437 amending the Master Street Plan removing the extension of Skillern Road, a principal arterial, between Oakland Zion Road and Mission Boulevard, as described and depicted in the attached map.

- 9. Amend Chapter 151.01 Definitions – Tandem Lot:** An ordinance to amend the definition of “Tandem Lot” in §151.01 Definitions of the Unified Development Code.
- 10. Ruby Architect’s, Inc.:** A resolution to approve a contract with Ruby Architect’s, Inc. in an amount not to exceed \$13,570.00 for architectural services for the Woolsey Homestead and to approve the attached budget adjustment.

E. City Council Agenda Session Presentations:

- 1. Walton Arts Center Expansion Plans – WAC Staff**

F. City Council Tour:

- 1. December 2, 2103 – 4:00 PM – Mt. Kessler**

G. Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

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

Old business and new business.

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

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

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

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

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

**Fayetteville Town Center
Annual Report to Fayetteville City Council
October 2013**

- I. Goals (as stated in Article V, Section 507 of the Lease and Agreement between the City of Fayetteville, Arkansas and the A&P Commission of the City of Fayetteville, Arkansas)
- A. Generate increased tourism for Fayetteville.
 - B. Remain financially viable with all debts and obligations paid timely.
 - C. Serve the Fayetteville community by use for local, non-profit groups and other community events.

II. Tourism Review

Total Contracts & Events (September – September)

	2011-2012	2012-2013	Variance
Number of Contracts	165	172	4%
Amount of Sales	\$327,629.31	\$339,387.81	4%
Number of Events	174	260	49%

III. Increased Tourism

The following list represents FTC participation in events during 2012-13 that potentially resulted in overnight guests from outside the NWA area. Because the FTC does not track client guest lists, we have no way to accurately determine revenue associated with each event.

Event Name	Event Date
America In Bloom National Conference	September 20, 2012
Fayetteville Public Education Hall of Honor Banquet	October 4, 2012
Martin Luther King Jr. Banquet	January 21, 2013
American Society of Civil Engineers	March 5, 2013
University of Arkansas NCAA Track Banquet	March 6, 2013
University of Arkansas Towers Banquet	April 26, 2013
Arkansas Republican Party Banquet	April 30, 2013
University of Arkansas Law School Graduation	May 17, 2013
Central United Methodist Church Banquet	June 3, 2013
Ozark Race Classic	June 21, 2013
Trail of Tears Association Regional Conference	July 12, 2013
Arkansas Parks and Tourism Board Meeting	July 17, 2013
Ronnie Brewer Foundation Banquet	August 3, 2013
Kendrick Fincher Hydration Foundation Banquet	August 10, 2013
Arkansas Gas Association Annual Conference	September 22, 2013
Various Wedding Receptions	

IV. Financial Viability Summary

	2012 BUDGET (As of September)	YTD 2013 (As of September)
Budget	\$ 299,417.00	\$ 315,000.00
Revenue	\$ 390,367.00	\$ 322,876.00
Expenses	\$ 390,981.00	\$ 361,080.00

V. Facility Use Summary (September – September)

	2011-2012	2012-2013
Sales (# executed contracts)	165	173
Sales (\$ executed Contracts)	\$327,629.31	\$342,887.81
Collections	\$414,870.99	\$450,740.16

VI. Non-Profit (September – September)

	2011-2012	2012-2013
Number of Non-Profit Events	19	20
Percentage of Non-Profit Events	8%	8%

The Fayetteville Town Center offers a reduced rate for non-profit organizations which supports their ability to raise funds for their organization. Following is a partial list of non-profit events held at the Town Center.

Event Name	Event Date
Habitat for Humanity	October 8, 2012
March of Dimes	October 18, 2012
Juvenile Diabetes Research Foundation	November 16, 2012
Arkansas Support Network	December 15, 2012
American Heart Association	January 26, 2013
The Miller McNeil Woodruff Foundation	March 29, 2013
LifeSource	May 2, 2013

VII. Community Support

- ❖ Fayetteville High School Homecoming Parade
- ❖ Farmers Market Award Ceremony
- ❖ Free Syria of Arkansas Rally
- ❖ Lights of the Ozarks
- ❖ Girl Scout Thinking Day
- ❖ Fayetteville High School Boys Basketball Banquet

VIII. Feedback

Hairston Reception - "We were extremely pleased with the Town Center as a whole! Very easy to work with and accommodating to our budget

I have already recommended to another bride to be's father! And when asked will definitely recommend using the Fayetteville Town Center!

Lori Blew - "We were so pleased with everything!!!! The facility & staff were excellent...we will recommend The Fayetteville Town Center to anyone that asks!

Thank you so much you all were a pleasure to work with!! The wedding & the reception were perfect & you all were a big part of that!!!

Legal Aid of Arkansas - Many thanks for the use of the facility. Everyone we encounter was friendly and helpful.

IX. Fayetteville Town Center Staff

- Sandra Bennett, Facilities Manager
- Collin Brunner, Director of Sales
- Caroline Franco, Event Coordinator
- Mason McDonald, Event Services Manager

X. Supporting Documentation (not included with report unless otherwise noted)

- Income Statements: Actual vs. Budget 2010 and 2011 – included.
- 2012 General Ledger
- 2013 General Ledger
- Customer Evaluation Summary

City of Fayetteville Staff Review Form

A. 2
Preferred Office Products, Inc.
Page 1 of 10

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

11/5/2013

City Council Meeting Date
Agenda Items Only

Peggy Vice

Submitted By

Purchasing

Division

Finance & Internal Services

Department

Action Required:

Approval to purchase six copiers in the amount of \$36,873.13 plus sales tax (\$40,468.26 Total) from the State of Arkansas Canon Copier Contract. The vendor is Preferred Office Products Inc. of Fayetteville, AR. They are currently the City's copier maintenance contract provider.

\$ 40,468.26
Cost of this request

\$ 117,769.00
Category / Project Budget

Fixed Assets/Replacement Copier
Program Category / Project Name

4270.9270.5801.00
Account Number

\$ 14,621.11
Funds Used to Date

Replacement Copier Fund
Program / Project Category Name

04038.1
Project Number

\$ 103,147.89
Remaining Balance

Replacement Fund
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Paul A. Buhl
Department Director Date

Previous Ordinance or Resolution # _____

[Signature]
City Attorney Date 10-18-13

Original Contract Date: _____

Original Contract Number: _____

Paul A. Buhl
Finance and Internal Services Director Date 10-18-2013

Received in City Clerk's Office 13-13A09:20 RCVD

[Signature]
Chief of Staff Date 10-18-12

Received in Mayor's Office

[Signature]
Mayor Date 10/18/13



Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan & City Council

Thru: Paul Becker, Finance & Internal Services Director

From: Peggy Vice, Purchasing Manager

Date: October 17, 2013

Subject: Replacement Copiers

PROPOSAL:

In 2003, the City evaluated copiers available on the competitively bid State of Arkansas Copier Contract. Several brands were evaluated for a month each and resulted in the City selecting Canon, as the copier that best fit the City's needs.

Canon copiers have provided the City with an outstanding life span and productivity. This process has allowed the City to reduce copy expense, eliminate most small printers and fax machines, and keep the number of copiers and replacement printers we have had to purchase to a bare minimum. Because most all employees are familiar with Canon copiers, there is very little or no training needed, thus increasing productivity.

Reasons we recommend Canon copiers are:

- Minimum maintenance service cost. This has saved the City thousands of dollars.
- Virtually eliminated the purchase of small fax machines and printers which have extremely expensive toner costs.
- Decreased need to purchase special scanners to be used with the document imaging system.
- Savings on paper with more availability for 2-sided printing.
- All the same copier platforms allow efficient use for users that need to make copies when they are in other departments.
- Printer, scanner, fax and copier capability all in one machine.
- Ability to fax from a user's desktop eliminating the need to leave their workstation.
- Ability to read all the meters remotely without having to go to each machine
- Scans both sides of a document with a single pass, saving staff time and reducing wear and tear on the machine.
- Scanning to email has eliminated the need to make paper copies.
- Reduced staff time spent by Purchasing and IT by working with one vendor.
- Increased staff productivity with digital technology and reduced equipment downtime.
- Faster and fuller range of printing solutions.
- Allows scanning of documents to a mailbox to pull up and print later. Allows the ability to print on demand instead of storing paper copies.

RECOMMENDATION:

Approve the purchase of six replacement Canon copiers from Preferred Office Products who is a dealer for the State of Arkansas Canon Copier Contract in the amount of \$40,468.26 total for all six units which includes sales tax. Four of the machines being replaced were purchased in 2003, one in 2004 and one in 2006.

BUDGET IMPACT:

Copiers are budgeted in the copier replacement account. Divisions are charged by the copy for the actual number of copies they make each month. The maintenance service program with Preferred Office Products requires no minimum contract. Each division pays only for the copies they make. The charge for a black and white copy is .031/copy and color is .119/copy. Color machines default to black and white so color is used only when needed for a specific application such as maps, graphs, etc. There is no charge for scanning or faxing.

This per copy charge is to pay for the City's maintenance contract to Preferred Office Products, toner, staples, paper and a small amount to fund the replacement account. At the beginning of each month the prior month copier readings are read and a journal entry is created that charges each division for the amount of copies they have made for that month.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF SIX (6) CANNON COPIERS IN THE TOTAL AMOUNT OF \$40,468.26, PURSUANT TO A STATE PROCUREMENT CONTRACT, FROM PREFERRED OFFICE PRODUCTS, INC. OF FAYETTEVILLE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of six (6) Cannon copiers in the total amount of \$40,468.26, pursuant to a state procurement contract, from Preferred Office Products, Inc. of Fayetteville.

PASSED and **APPROVED** this 5th day of November, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



www.preferred-office.com
479-521-6209

Quotation

Date: October 15, 2013

Expires: November 14, 2013

City of Fayetteville Business Office
prepared by: Alan Dickinson

Canon imageRUNNER 500if

Four Paper Trays

Staple Finisher

PCL Printer Kit AN1

State of Arkansas: SP-12-0100

Total Price for equipment only \$5,094.00

Services Include:

0 BW prints
Color Prints
(Added to Current Service Contract)

Complete inspections, cleaning, lubrication, adjustments and all standard parts necessary to maintain equipment in good operating condition, plus any drums, toner and developer.

(Excludes additional network support, staples and paper.)

All numbers indicated before any applicable taxes

Quotation Accepted By: _____ Date: _____

Notes: _____



www.preferred-office.com
479-521-6209

Quotation

Date: October 15, 2013

Expires: November 14, 2013

City of Fayetteville Police
prepared by: Alan Dickinson

Color imageRUNNER ADVANCE C5235

Cassette Feeding
Unit AD2
Inner Finisher E1

PCL Printer Kit
AR1

State of Arkansas Contract: SP-12-0100

Total Price for equipment only **\$9,537.28**

Services Include: 0 BW prints
Color Prints

Complete inspections, cleaning, lubrication, adjustments and all standard parts necessary to maintain equipment in good operating condition, plus any drums, toner and developer.

(Excludes additional network support, staples and paper.)

All BW overage clicks billed @ \$0.0100 per copy

All Color overage clicks billed @ \$0.0750 per copy

All numbers indicated before any applicable taxes

Quotation Accepted By: _____ Date: _____

Notes: _____



www.preferred-office.com
479-521-6209

Quotation

Date: October 15, 2013

Expires: November 14, 2013

City of Fayetteville Fleet Operations
prepared by: Alan Dickinson

Canon iR 400if

2 Trays

PCL Printer Kit AN1

State of Arkansas: SP-12-0100

Total Price for equipment only \$2,967.00

Services Include:

0 BW prints
Color Prints
(Added to Current Service Contract)

Complete inspections, cleaning, lubrication, adjustments and all standard parts necessary to maintain equipment in good operating condition, plus any drums, toner and developer.

(Excludes additional network support, staples and paper.)

All numbers indicated before any applicable taxes

Quotation Accepted By: _____ Date: _____

Notes: _____



www.preferred-office.com
479-521-6209

Quotation

Date: October 15, 2013

Expires: November 14, 2013

City of Fayetteville Basement
prepared by: Alan Dickinson

Canon imageRUNNER ADVANCE 4035

Cassette Feeding Unit AF1

Staple Finisher G1 (include
Buffer Pass Unit H1)

PCL Printer Kit AN1

State of Arkansas: SP-12-0100

Total Price for equipment only \$6,770.57

Services Include:

0 BW prints
Color Prints
(Added to Current Service Contract)

Complete inspections, cleaning, lubrication, adjustments and all standard parts necessary to maintain equipment in good operating condition, plus any drums, toner and developer.

(Excludes additional network support, staples and paper.)

All numbers indicated before any applicable taxes

Quotation Accepted By: _____ Date: _____

Notes: _____



www.preferred-office.com
479-521-6209

Quotation

Date: October 15, 2013

Expires: November 14, 2013

City of Fayetteville Solid Waste prepared by: Alan Dickinson

Color imageRUNNER ADVANCE C5235

Cassette Feeding
Unit AD2
Inner Finisher E1

PCL Printer Kit
AR1

State of Arkansas Contract: SP-12-0100

Total Price for equipment only **\$9,537.28**

Services Include:

0 BW prints
Color Prints

Complete inspections, cleaning, lubrication, adjustments and all standard parts necessary to maintain equipment in good operating condition, plus any drums, toner and developer.

(Excludes additional network support, staples and paper.)

All BW overage clicks billed @ \$0.0100 per copy

All Color overage clicks billed @ \$0.0750 per copy

All numbers indicated before any applicable taxes

Quotation Accepted By: _____ Date: _____

Notes: _____



www.preferred-office.com
479-521-6209

Quotation

Date: October 15, 2013

Expires: November 14, 2013

City of Fayetteville Police Warrants prepared by: Alan Dickinson

Canon iR 400if

2 Trays

PCL Printer Kit AN1

State of Arkansas: SP-12-0100

Total Price for equipment only \$2,967.00

Services Include:

0 BW prints
Color Prints
(Added to Current Service Contract)

Complete inspections, cleaning, lubrication, adjustments and all standard parts necessary to maintain equipment in good operating condition, plus any drums, toner and developer.

(Excludes additional network support, staples and paper.)

All numbers indicated before any applicable taxes

Quotation Accepted By: _____ Date: _____

Notes: _____

City of Fayetteville Staff Review Form

A. 3
 Scruggs Equipment of Memphis, Tennessee
 Page 1 of 8

City Council Agenda Items
 and
 Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date
 Agenda Items Only

Jesse Beeks / Barbara Olsen

Submitted By

Fleet Operations

Division

Transportation

Department

Action Required:

A resolution to purchase an Elgin Crosswind Sweeper from Scruggs Equipment of Memphis TN off the NJPA contract in the amount of \$223,002 for use by Transportation, and approval of a budget adjustment to move funds to the Fleet expense account.

\$ 223,002.00

Cost of this request

\$ 998,775.00

Category / Project Budget

Other Vehicles/Equipment

Program Category / Project Name

9700.1920.5802.00

Account Number

\$ 426,929.00

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02080.2013

Project Number

\$ 571,846.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☒

Department Director

10-17-13

Date

Previous Ordinance or Resolution #

City Attorney

10-18-13

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

10-18-2013

Date

Received in City
 Clerk's Office

10-18-13 P01:31 RCVD

Chief of Staff

10-21-2013

Date

Received in
 Mayor's Office

Mayor

10/21/13

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor/City Council

Thru: Terry Gulley, Director of Transportation *TG*

From: Jesse Beeks, Fleet Operations Superintendent *JB*

Date: October 15, 2013

Subject: Purchase of one Street Sweeper for Transportation

PROPOSAL: That City Council approve the purchase of an Elgin Crosswind Sweeper from Scruggs Equipment off the NJPA contract in the amount of \$223,002 for use by Transportation, and approve a budget adjustment to move funds to the Fleet expense account.

RECOMMENDATION: Unit 9091 is a 2007 Sterling with Schwarz Sweeper that is worn out and needs to be replaced. It was scheduled and budgeted for replacement in 2013. A replacement Elgin Sweeper on an International chassis is available off the NJPA contract from Scruggs Equipment of Memphis, TN for \$223,002. A Schwarze sweeper is available for 8% less, but Transportation and Fleet prefer the Elgin for these reasons: 1) better water system, 2) auto reset on the deck, and 3) we expect better service than on the last unit which was on a Nissan chassis. There was no local dealer for Nissan; there is a local dealer for an International.

Fleet recommends purchasing the Elgin Crosswind sweeper on an International from Scruggs Equipment of Memphis, TN off the NJPA contract for a total purchase price of \$223,002.

The Equipment Committee unanimously approved this purchase at the meeting on October 8, 2013.

BUDGET IMPACT: On the capital side, the purchase price was underestimated by \$13,500 so a budget adjustment is needed to cover the shortfall. This unit was budgeted for on the operating side.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) ELGIN CROSSWIND SWEEPER FROM SCRUGGS EQUIPMENT OF MEMPHIS, TENNESSEE IN THE AMOUNT OF \$223,002.00, PURSUANT TO AN NJPA COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE TRANSPORTATION DEPARTMENT, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of one (1) Elgin Crosswind sweeper from Scruggs Equipment of Memphis, Tennessee in the amount of \$223,002.00, pursuant to an NJPA cooperative purchasing agreement, for use by the Transportation Department.

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

PASSED and **APPROVED** this 5th day of November, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

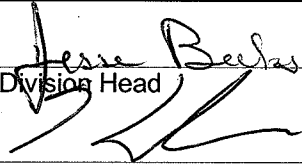
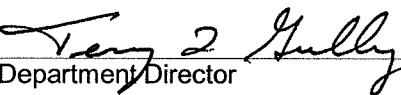
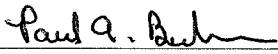
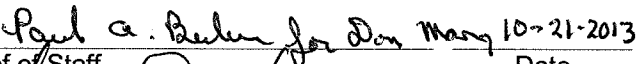
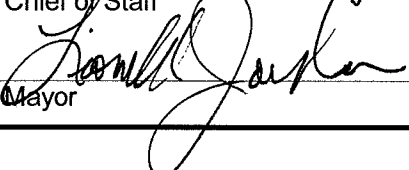
**City of Fayetteville, Arkansas
Budget Adjustment Form**

V12.0724 A. 3
Scruggs Equipment of Memphis, Tennessee
Page 4 of 8

Budget Year 2013	Division: Fleet Operations Department: Transportation Services	Request Date 11/5/2013	Adjustment Number
--------------------------------	---	--------------------------------------	--------------------------

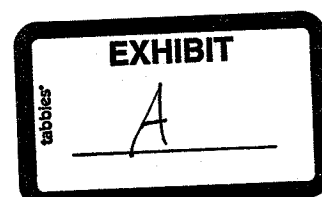
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Funds are requested to purchase a 2013 International truck with Elgin Crosswind Sweeper to replace #9091 TRAN_F054. It was budgeted for replacement in 2013, but purchase price was underestimated.
Sufficient funds remain to meet City objectives.

 Division Head	Date 10-16-2013	Prepared By: Barbara Olsen Reference: bolsen
Budget Director	Date	Budget & Research Use Only
 Department Director	Date 9-25-13	Type: A B C D E P
 Finance Director	Date 10-18-2013	General Ledger Date
 Chief of Staff	Date 10-21-2013	Posted to General Ledger Initial Date
 Mayor	Date 10/23/13	Checked / Verified Initial Date

TOTAL BUDGET ADJUSTMENT 13,500 13,500

Account Name	Account Number		Increase / (Decrease)		Project.Sub Number
			Expense	Revenue	
Vehicles and equipment	9700.1920.5802.00	EX	13,500	-	02080 . 2013
Use of fund balance	9700.0970.4999.99	RI	-	13,500	.
					.
					.





NJPA VENDOR CONTRACT SUMMARY – FEDERAL SIGNAL

DATE May 27, 2010	RFP # 031710
AWARDED CONTRACT NUMBER 031710-FSC Contract covers both Elgin Sweepers & Vactor Mfg.	NJPA RFP TITLE & CATEGORY PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSORIES
CONTRACT PERIOD May 28, 2010 through May 27, 2014	PRICING MODEL Discount from MSRP (List)
DESCRIPTION Street Sweepers & Sewer Vac Trucks/Catch Basin Cleaners	
VENDOR NAME AND ADDRESS Federal Signal ESG 1415 West 22 nd Street, Suite 1100 Oak Brook, IL 60523	VENDOR CONTACT David Panizzi, Business Development Manager Office: (847)622-7153 Cell: (630) 240-2385 DPanizzi@elginsweeper.com www.vactor.com www.elginsweeper.com

NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS Section 2.6 "Contract" as used herein shall mean cumulative documentation consisting of the RFP, and entire Bidder's Response, and fully executed "Acceptance and Award". • <u>Request for Proposal (RFP)</u> • <u>Bid Acceptance & Award</u> • Bidder's Response and Pricing - Available upon request from the NJPA Contract Manager	RELATED CONTRACT DOCUMENTATION <u>Affidavit of Advertisement</u> <u>Board Minutes</u> <u>Bid Comment & Review</u> <u>Bid Opening Witness Page</u> <u>Bid Evaluation</u>
DOCUMENTATION OF CONTRACT MAINTENANCE <u>Renewal Extension 5-27-11</u> <u>Renewal Extension 5-27-12</u> <u>Renewal Extension 5-17-13</u>	ADDITIONAL INFORMATION: • <u>Elgin Sweeper Company Contract Award Announcement</u>

NJPA INFORMATION

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

9183

From: elc elc <mecarsonx@hotmail.com>
To: Jesse Beeks <jbeeks@ci.fayetteville.ar.us>
Date: 8/26/2013 4:12 PM
Subject: sweeper stuff--

Jesse, the cost of a Crosswind Sweeper with a Freightliner on NJPA is \$225,305.00.....

The cost of a Crosswind with a International is \$223,002.00

Both of these units come with the same options as listed in my prior email.

If you have any questions please call me.

Ernie Carson

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: **10/15/2013** A. 3
P.O Number: **Scruggs** Expected Delivery Date: **Equipment of Memphis, Tennessee**
Page 7 of 8

Vendor #: **88070** Vendor Name: **SCRUGGS EQUIPMENT CO** Mail Yes: _____ No: **X**

Address: _____ Fob Point: _____ Taxable Yes: _____ No: **X** Quotes Attached Yes: _____ No: **x**

City: _____ State: _____ Zip Code: _____ Ship to code: **50** Divison Head Approval: *Very J. Gully*

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

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	ELGIN CROSSWIND SWEEPER PER QUOTE	1	EA	223,002.00	\$223,002.00	9700.1920.5802.00	02080.2013		709183
2	FROM NJPA CONTRACT, TO BE UNIT				\$0.00				
3	9183, FIXED ASSET #709183				\$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: **\$223,002.00**

Total: **\$223,002.00**

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

City of Fayetteville Staff Review Form

A. 4
 Bid #13-43 Southern Tire Mart, LLC
 Page 1 of 14

City Council Agenda Items
 and
 Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date
 Agenda Items Only

Jesse Beeks / Barbara Olsen
 Submitted By

Fleet Operations
 Division

Transportation
 Department

Action Required:

A resolution awarding Bid 13-43 to Southern Tire Mart, LLC for recap tires per specifications outlined in the bid, for one year with automatic yearly extensions for up to four years.

\$ 93,895.00

Cost of this request

\$ 198,000.00

Category / Project Budget

Fleet Operations

Program Category / Project Name

9700.1920.5802.00

Account Number

\$ -

Funds Used to Date

Tires

Program / Project Category Name

\$ 198,000.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐

[Signature]
 Department Director

10/18/13
Date

Previous Ordinance or Resolution #

[Signature]
 City Attorney

10-18-13
Date

Original Contract Date:

Original Contract Number:

Paul A. Beeks
 Finance and Internal Services Director

10-21-2013
Date

Received in City-13-13 P01:31 RCVD
 Clerk's Office *[Signature]*

Paul A. Beeks for Dan Mann
 Chief of Staff

10-21-2013
Date

Received in
 Mayor's Office

[Signature]
 Mayor

11/21/13
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor/City Council

Thru: Terry Gulley, Director of Transportation

From: Jesse Beeks, Fleet Operations Superintendent JB

Date: October 15, 2013

Subject: Purchase of Recap Tires

PROPOSAL: That City Council award Bid #13-43 to Southern Tire Mart to supply recap tires.

RECOMMENDATION: Bid #13-43 was opened on October 8, 2013 to supply recap tires. Three bids were received. A bid tab sheet is attached.

Fleet Operations regularly uses two sizes of recap tires on the rear axles of sanitation trucks and dump trucks. The bid was for estimated quantities on these two sizes of tires. The low bid from Southern Tire Mart meets all specifications.

The bid allows for one year with automatic yearly extensions for up to four years. The bid also allows for a secondary vendor to be used in the event the primary vendor does not comply with specifications.

Fleet recommends acceptance of the bid from Southern Tire Mart.

BUDGET IMPACT: Funds are available for tire purchaes in Fleet Tire Budget 9700.1910.5214.01.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #13-43 AND AUTHORIZING A CONTRACT WITH SOUTHERN TIRE MART, LLC IN VARIABLE AMOUNTS FOR TIRE RECAPPING FOR A PERIOD OF ONE (1) YEAR WITH AUTOMATIC YEARLY EXTENSION FOR UP TO FOUR (4) YEARS

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 #13-43 and authorizes a contract with Southern Tire Mart, LLC in variable amounts for tire recapping for a period of one (1) year with automatic yearly extensions for up to four (4) years.

PASSED and **APPROVED** this 5th day of November, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



BID: 13-43
 10/08/13
 2:00 PM
 CITY OF FAYETTEVILLE

Bid 13-43, Recap Tires and Casings

BIDDER	Item #	DESCRIPTION	Estimated Quantity	Price Each	Total
1 Southern Tire Mart	1. Recap Tires		500	\$ 163.59	\$ 81,795.00
	Sizes:	11R / 22.5			
		255 / 70R 22.5	50	\$ 147.00	\$ 7,350.00
	2. Casings:	11R / 22.5	50	\$ 80.00	\$ 4,000.00
		255 / 70R 22.5	10	\$ -	\$ -
	3. Services:	Re/Cap Mount/Dismount	150	\$ -	\$ -
		Repairs: Nail Holes Patch & Plug	Free	\$ -	\$ -
		Repair			
		Section/Repairs	50	\$ 15.00	\$ 750.00
		Service Calls for tire repair service at Fleet or other City locations, Delivery Charge	6	\$ -	\$ -
TOTAL BASE BID:					\$ 93,895.00
2 Tony's Tire Service	1. Recap Tires		500	\$ 172.00	\$ 86,000.00
	Sizes:	11R / 22.5			
		255 / 70R 22.5	50	\$ 105.00	\$ 5,250.00
	2. Casings:	11R / 22.5	50	\$ 60.00	\$ 3,000.00
		255 / 70R 22.5	10	\$ 35.00	\$ 350.00
	3. Services:	Re/Cap Mount/Dismount	150	\$ 10.00	\$ 1,500.00
		Repairs: Nail Holes Patch & Plug	Free	\$ -	\$ -
		Repair			
		Section Repairs	50	\$ 45.00	\$ 2,250.00
		Service Calls for tire repair service at Fleet or other City locations, Delivery Charge	6	\$ 100.00	\$ 600.00
TOTAL BASE BID:					\$ 98,950.00
3 Wingfoot	1. Recap Tires		500	\$ 205.00	\$ 102,500.00
	Sizes:	11R / 22.5			
		255 / 70R 22.5	50	\$ 185.00	\$ 9,250.00
	2. Casings:	11R / 22.5	50	\$ 85.00	\$ 4,250.00
		255 / 70R 22.5	10	\$ 30.00	\$ 300.00
	3. Services:	Re/Cap Mount/Dismount	150	\$ 17.97	\$ 2,695.50
		Repairs: Nail Holes Patch & Plug	Free	\$ -	\$ -
		Repair			
		Section Repairs	50	\$ 23.50	\$ 1,175.00
		Service Calls for tire repair service at Fleet or other City locations, Delivery Charge	6	\$ 49.00	\$ 294.00
TOTAL BASE BID:					\$ 120,464.50

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

Indicates corrected price

CERTIFIED:

P. VICE, PURCH MGR

WITNESS

DATE

10/8/13



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 13-43, Recap Tires & Casings

DEADLINE: Tuesday, October 08, 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

DATE OF ISSUE AND ADVERTISEMENT: Friday, September 20, 2013

INVITATION TO BID Bid 13-43, Recap Tires & Casings

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.

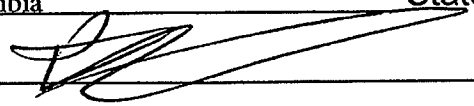
Name of Firm: Southern Tire Mart, LLC

Contact Person: Richard Conwill Title: Director of Government Sales

E-Mail: rconwill@stmtires.com Phone: 877-786-4681

Business Address: 529 Industrial Park Road

City: Columbia State: MS Zip: 39429

Signature:  Date: 10/3/2013

City of Fayetteville
Bid 13-43, Recap Tires & Casings
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made no more than 14 calendar days from date of order. Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid.

***Estimated quantity listed is an annual estimate.**

F.O.B. City of Fayetteville Fleet Operations, 1525 S. Happy Hollow, Fayetteville, AR 72701

		*Estimated Quantity	Price Each	Total
1.	RECAP TIRES SIZES: 11R / 22.5	500	\$ 163.59	\$81,795.00
	255 / 70R 22.5	50	\$ 147.00	\$ 7,350.00
	RECAPS SUBTOTAL			\$ 89,145.00
2.	CASINGS: 11R / 22.5	50	\$ 80.00	\$ 4,000.00
	255 / 70R 22.5	10	\$ 0.00	\$ 0.00
	CASINGS SUBTOTAL			\$ 4,000.00
3.	SERVICES:			
	Re/Cap Mount/ Dismount	150	\$0.00	\$0.00
	Repairs: Nail Holes Patch & plug Repair		Free	0.00
	Section/Repairs	50	\$15.00	\$750.00
	Service Calls for tire repair service at Fleet or other City locations, Delivery Charge	6	\$0.00	\$0.00
	SERVICES SUBTOTAL			\$ 750.00

****TOTAL BASE BID (SUM OF ALL ITEMS):** \$ 93,895.00

Bids shall be evaluated on the lowest total base bid

NAME OF BIDDER: Southern Tire Mart, LLC

THIS BID FORM CONTINUES ON THE NEXT PAGE.

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 ¹shall 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:** Southern Tire Mart, LLC

Purchase Order/Payments shall be issued to this name

*BUSINESS ADDRESS: Dept 143, P. O. Box 1000

*CITY: Memphis *STATE: TN *ZIP: 38148-0143

***PHONE:** 877-786-4681 **FAX:** 214-389-7111

*E-MAIL: rconwill@stmtires.com

*BY: (PRINTED NAME) Richard Conwill

*AUTHORIZED SIGNATURE: _____

*TITLE: Director of Government Sales

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 13-43, Recap Tires & Casings
Detailed Specifications: RECAP TIRES AND CASINGS

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 All item(s) bid **shall** meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums, unless otherwise noted.
- 1.3 Service calls shall be good for any call dispatched within the City of Fayetteville, AR for City business.
- 1.4 This bid shall be awarded all or none. Please provide a sample of the tire(s) proposed in your bid, in the form of an actual sample of the tire as opposed to an actual tire.

2.0 MANUFACTURER / MODEL -

- 2.1 All rubber shall be Manufacturer’s Premium line
- 2.2 Price shall be valid for 180 calendar days after bid deadline date.
- 2.3 This contract is for a mount and dismount program.

3.0 TECHNICAL SPECIFICATIONS -

- 3.1 Recaps
 - a. ☒ Only recap process allowed shall be Goodyear, Bandag, Michelin, or Bridgestone / Firestone.
 - b. ☒ Only the Premium manufactured line shall be provided to the City. Rubber design shall be waste hauler line 26/32 “.
 - c. ☒ Tires may be recapped no more than 6 times. Awarded vendor shall be responsible for tracking the number of recaps per tire based on individual unit identification. Upon the sixth recap, the awarded vendor shall inform the City the item has reached its maximum recap capacity.
- 3.2 Casings
 - a. ☒ Only virgin Load Range G casings allowed
 - b. ☒ No Bus casings
 - c. ☒ No casings over 4 years old
 - d. ☒ Only Goodyear, Michelin, Firestone / Bridgestone casings allowed
 - e. ☒ All City of Fayetteville casings not approved for retread by the bidder shall be returned to Fleet for pre-approval prior to discarding by the City of Fayetteville.

3.3 Repairs

- a. ☒ All repairs shall be made in accordance with the Tread Rubber Manufacturers Group (TRMG)
- b. ☒ A maximum 5% quality repair failure rate will be allowed.
- c. ☒ Vendor shall stock enough recaps / casings in stock to adequately supply the City of Fayetteville's tire needs.

3.4 Service:

- a. ☒ Service for recaps shall be on an as needed basis with a minimum pickup/delivery of one (1) one per week at no additional charge to the City
- b. ☒ When tires are picked up, Fleet requires a list of the tire numbers that are picked up as well as the number of mounted and not mounted tires.
- c. ☒ Service calls for mounts and dismounts as needed
- d. ☒ All prices shall include any applicable fuel surcharges as well as any cost for delivering the items bid. No additional cost for delivery, pickup, or fuel surcharge shall be allowed.
- e. ☒ All recaps shall be marked with Fleet's inventory number and put in stock.

4.0 DELIVERY / DOCUMENTATION -

- 4.1 All tires shall be delivered F.O.B. to the City's Fleet Operations facility, located at 1525 S. Happy Hollow Road, Fayetteville, Arkansas 72701, for compliance review and final acceptance.

5.0 PRICE INCREASES -

- a. ☒ All Price Increases shall be provided with appropriate back up documentation showing itemized per tire price increases received from suppliers and shall be approved prior to any orders taking place. Vendors shall allow thirty (30) calendar days for price increase approval. The City shall not allow a price change on orders shipped and/or delivered prior to a price request increase being submitted to the City. Prices bid shall be valid for a minimum of 180 calendar days from the date of bid opening.
- b. ☒ The City reserves the right and intends to award a secondary supplier contract to the second lowest responsive responsible bidder in case of quality or delivery issues by the primary provider.
- c. ☒ The City reserves the right to deviate from estimated purchase quantities. The current estimated quantities are based on actual usage data from the past year.
- d. ☒ Vendor guarantees against increases in quoted price for the first 180 calendar days from the date of the bid deadline.
- e. ☒ Contract Length shall be for one year with four (4) yearly renewable options. This contract may be terminated by either party by a thirty (30) day written notice without penalty.
- f. ☒ In the event of a price increase by the primary bidder, the City reserves the right to purchase from the second lowest responsive responsible bidder in the event such price increase causes the secondary bidder to be lower.

6.0 STANDARDS -

- 6.1 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).

7.0 WARRANTY REQUIREMENTS -

- 7.1 The Bidder agrees that the supplies or services furnished under this contract award shall be covered by the most favorable commercial warranties that the Bidder gives any customer for such

supplies or services. A copy of this warranty shall be furnished with this bid response package. In addition to this and normal implied warranties, the Bidder shall provide the minimum expressed product warranty that, if the retreads fail while in service and the cause is faulty workmanship and/or materials, the tire shall be returned to the Bidder and be adjusted in accordance with the following scales:

- a. ☒ Tires failing due to manufacturer's defect before 20% of original tread is worn, shall be refunded at the full retread cost.
- b. ☒ Tires failing beyond 20% of the original tread shall be adjusted on a pro-rated basis based on the remaining tread, down to 2/32nds (4/32nds for any tire on the front wheels of any vehicle.)
- c. ☒ Warranty shall cover transportation costs to and from the City of Fayetteville. The City shall not pay an additional expense of any kind for warranty repairs, including but not limited to freight, fuel, transportation costs, shipping, etc.

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): _____

Purchase Order/Payments shall be issued to this name

*TITLE: Director of Government Sales

Addendum No. _____ Dated: _____ Acknowledged by: _____

Bid 13-43, Addendum 1



Date: Thursday, October 3, 2013

To: All Prospective Vendors

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

RE: Bid 13-43, Recap Tires and Casings

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

• **Bid 13-43 has the following modifications and clarifications:**

1. Reference page 10 of 12, Item 2.3:
 - a. Item 2.3 is replaced with the following language **"This contract is for recap tire services. Some recap tires will need to be dismounted; however, the majority, approximately 85%, of the tires turned in for recap have already been dismounted from the rim."**
2. Reference page 10 of 12, Item 3.1, b.
 - a. Item 3.1, b shall be revised to the following: **"Only the Premium manufactured line shall be provided to the City. Rubber design shall be waste hauler ribbed line 26/32"**.

A handwritten signature in black ink, appearing to be "RB" followed by a large, sweeping flourish.

10-04-13

Foren, Andrea

From: Foren, Andrea
Sent: Tuesday, October 08, 2013 3:13 PM
To: rconwill@stmtires.com
Cc: Foren, Andrea
Subject: Bid clarification Re: Bid 13-43, Recap Tires and Casings - Southern Tire Mart

Reference: Bid 13-43, Recap Tires and Casings
Bid Received from: Southern Tire Mart, LLC in the amount of \$93,895

Mr. Conwill,

In reviewing the bid from Southern Tire Mart, I came across some "\$0" values on the line item pricing. Specifically, \$0 was bid on the three items including (1) Casings: 225 / 70R 22.5, Qty of 10 (2) Services: ReCap Mount/Dismount, Qty of 10, and (3) services calls for tire repair service, Qty of 6.

Can you please respond and let me know if Southern Tire Mart intended to make these items free and at no cost to the City or if Southern Tire Mart was indicating they cannot provide the products and/or services?

If you could let me know, I would greatly appreciate it. Thank you again for submitting a bid.

Best,
Andrea

Andrea Foren, CPPO, CPPB
City Purchasing Agent
City of Fayetteville, AR
113 W. Mountain
Fayetteville, AR 72701
Office: 479-575-8220
E-Mail: aforen@ci.fayetteville.ar.us
Website: <http://bids.accessfayetteville.org> (<http://bids.accessfayetteville.org/>)
TDD 479-521-1316 (Telecommunication Device for the deaf)
Please consider the environment before printing this email.

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed and may be subject to public disclosure under the Arkansas Freedom of Information Act (FOIA).

Foren, Andrea

From: Jack Cavette <jcavette@stmtires.com>
Sent: Wednesday, October 09, 2013 8:16 AM
To: Foren, Andrea
Subject: Southern Tire Mart bid

Andrea,

The line items in our bid that are marked 0, are no charge items to the City of Fayetteville. If you have any other questions let me know. Thank you.

Jack Cavette
Southern Tire Mart
Springdale, AR
479-466-1160

Sent from my iPhone

City of Fayetteville Staff Review Form

A. 5
 Bid #13-49 MHC
 Kenworth of Springdale
 Page 1 of 6

City Council Agenda Items
 and
 Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date
 Agenda Items Only

Jesse Beeks / Barbara Olsen

Submitted By

Fleet Operations

Division

Transportation

Department

Action Required:

A resolution awarding Bid #13-49 to MHC Kenworth of Springdale, AR in the amount of \$158,000 for the purchase of one Pothole Patcher truck, and approval of the budget adjustment to move funds to the Fleet Expense account.

\$ 158,000.00

Cost of this request

\$ 998,775.00

Category / Project Budget

Other Vehicles/Equipment

Program Category / Project Name

9700.1920.5802.00

Account Number

\$ 268,929.00

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02080.2013

Project Number

\$ 729,846.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☒

Terry Z. Gully
 Department Director

10-17-13

Date

Previous Ordinance or Resolution #

Original Contract Date:

Bob Kelly
 City Attorney

10-18-13

Date

Original Contract Number:

Paul A. Beeler
 Finance and Internal Services Director

10-20-2013

Date

Received in City 10-13-13 P01:31 RCVD
 Clerk's Office *dm*

Paul A. Beeler for Dor Mann
 Chief of Staff

10-21-2013

Date

Received in
 Mayor's Office

David Jordan
 Mayor

10/21/13

Date

ENTERED
 10/18/13
PH

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor/City Council

Thru: Terry Gulley, Director of Transportation *T2H*

From: Jesse Beeks, Fleet Operations Superintendent *JB*

Date: October 15, 2013

Subject: Purchase of one Pothole Patcher Truck for Transportation

PROPOSAL: That City Council approve the purchase from MHC Kenworth of one Kenworth T370 cab and chassis with Bergkamp FP5 Pothole Patcher body in the amount of \$158,000 for use by Transportation, and approve the budget adjustment to move funds to the Fleet expense account.

RECOMMENDATION: Unit #85 is a 1998 Ford F800 Pothole Patcher truck that was initially due for replacement in 2008, but it was pushed back each year and was finally budgeted to replace in 2013.

Bid #13-49 was opened September 6th; bid tab sheet is attached. The engine for the low bid does not meet specs. The second lowest bid from MHC Kenworth of Springdale does meet specs. Option 1 from Peterbilt did not have the disc brakes as specified; when the disc brakes are added in, their price is the third lowest.

Fleet recommends purchasing a Kenworth T370 cab and chassis with Bergkamp FP5 pothole patcher body per bid specs bid #13-49 in the amount of \$158,000 from MHC Kenworth of Springdale, AR.

This purchase was unanimously approved by the Equipment Committee at the meeting of October 8, 2013

BUDGET IMPACT: On the capital side, the purchase price was underestimated by \$8,200 so a budget adjustment is needed to cover the shortfall. This unit was budgeted for on the operating side.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #13-49 AND AUTHORIZING A CONTRACT WITH MHC KENWORTH OF SPRINGDALE IN THE AMOUNT OF \$158,000.00 FOR THE PURCHASE OF ONE (1) POTHOLE PATCHER TRUCK, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-49 and authorizes a contract with MHC Kenworth of Springdale in the amount of \$158,000.00 for the purchase of one (1) pothole patcher truck.

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 5th day of November, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

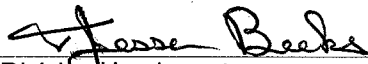
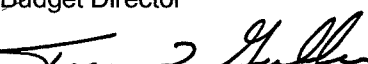
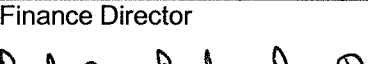
V12.0724 A. 5
Bid #13-49 MHC

Kenworth of Springdale
Page 4 of 6

Budget Year 2013	Division: Fleet Operations Department: Transportation Services	Request Date 11/5/2013	Adjustment Number
--------------------------------	---	--------------------------------------	--------------------------

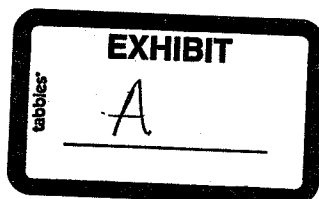
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Funds are requested to purchase a 2014 Kenworth T370 Patcher truck to replace #85 TRAN_F013. It was budgeted for replacement in 2013, but purchase price was underestimated.
Sufficient funds remain to meet City objectives.

 Division Head	9/17/13 Date	Prepared By: Barbara Olsen Reference: <i>bolsen</i>
 Budget Director	<i>10/11/13</i> Date	
 Department Director	9-17-13 Date	Budget & Research Use Only Type: A B C D E P
 Finance Director	10-20-2013 Date	
 Chief of Staff	10-21-2013 Date	General Ledger Date
 Mayor	10/21/13 Date	Posted to General Ledger Initial Date
		Checked / Verified Initial Date

TOTAL BUDGET ADJUSTMENT

TOTAL BUDGET ADJUSTMENT		8,200	8,200	
		Increase / (Decrease)		Project.Sub
Account Name	Account Number	Expense	Revenue	Number
Vehicles and equipment	9700.1920.5802.00	EX 8,200	-	02080 . 2013
Use of fund balance	9700.0970.4999.99	RE -	8,200	.
				.
				.



#9181

BID: 13-49
 09/06/13
 2:00 PM
 CITY OF FAYETTEVILLE



Bid 13-49, Pothole Patch Truck

BIDDER	DESCRIPTION	MANUFACTURER/MODEL	Quantity	Unit Price	TOTAL BID PRICE
1 Diamond International					
Item 1	Single axle diesel powered cab and chassis	International 7400 WorkStar	1	\$ 71,894.70	\$ 71,894.70
Item 2	Self contained pothole patcher body	Bergkamp FP5 Flameless Pothole Patcher	1	\$ 83,213.00	\$ 83,213.00
					\$ 155,107.70 (1)
2 MHC Kenworth - Springdale					
Item 1	Single axle diesel powered cab and chassis	Kenworth T370	1	\$ 74,787.00	\$ 74,787.00
Item 2	Self contained pothole patcher body	Bergkamp FP5	1	\$ 83,213.00	\$ 83,213.00
					\$ 158,000.00 (2)
3 Peterbilt of Fort Smith - Option 1					
Item 1	Single axle diesel powered cab and chassis	Peterbilt 337	1	\$ 73,210.00	\$ 73,210.00
Item 2	Self contained pothole patcher body	Bergkamp FP5	1	\$ 83,213.00	\$ 83,213.00
					\$ 156,423.00 (3)
4 Peterbilt of Fort Smith - Option 2					
Item 1	Single axle diesel powered cab and chassis	Peterbilt 337	1	\$ 73,210.00	\$ 73,210.00
Item 2	Self contained pothole patcher body	Spaulding Mfg. 6TCMEA	1	\$ 90,662.00	\$ 90,662.00
					\$ 163,872.00 (4)

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

CERTIFIED:

P. VICE, PURCHASING MGR

WITNESS

DATE

P. Vice

Julie Paladino

09/06/13

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

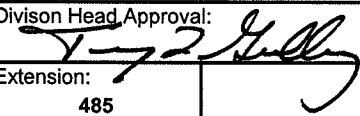
All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

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

Requisition No.:
Date: 10/15/2013 A. 5
Bid #13-49 MHC
P.O Number: Expected Delivery Date of Springdale
Page 6 of 6

Vendor #: 73750 Vendor Name: MHC KENWORTH VOLVO

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

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

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

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2014 KENWORTH T370 SINGLE AXLE CAB	1	EA	158,000.00	\$158,000.00	9700.1920.5802.00	02080.2013		709181
2	AND CHASSIS WITH BERGKAMP FP5 POTHOLE				\$0.00				
3	PATCHER BODY PER BID #13.49, TO BE				\$0.00				
4	UNIT 9181, FIXED ASSET #709181				\$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: \$158,000.00

Total: \$158,000.00

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

City of Fayetteville Staff Review Form

City Council Agenda Items
 and
 Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date
 Agenda Items Only

Byron Humphry
 Submitted By

Park Maintenance
 Division

Parks and Recreation
 Department

Action Required:

A resolution awarding Bid #13-50 and approval of a contract with Pick-It Construction, Inc. in the amount of \$130,900 with a 10% project contingency of \$13,090 for a total project cost of \$143,990 for the Renovation of the Concession/Restrooms at Walker Park and approval of a budget adjustment in the amount of \$16,760 from Parkland Dedication Funds.

\$ 143,990.00
 Cost of this request

\$ 138,570.00
 Category / Project Budget

Park Improvements/Com. Park Impr.
 Program Category / Project Name

2250.9255.5315.00
 Account Number

\$ 11,340.00
 Funds Used to Date

Parks Development / Contract Srvs
 Program / Project Category Name

13001.1305
 Project Number

\$ 127,230.00
 Remaining Balance

Parks Development Capital
 Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☒

Bonnie Edmonster 10-21-13
 Department Director Date

Previous Ordinance or Resolution # _____

[Signature] 10-18-13
 City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Paul a. Belen 10-18-2013
 Finance and Internal Services Director Date

Received in City Clerk's Office 10-13-13 P04:00 RCVD
[Signature]

Paul a. Belen for Don Mann 10-21-2013
 Chief of Staff Date

Received in Mayor's Office
 ENTERED 10/24/13
[Signature]

[Signature] 10/24/13
 Mayor Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director

From: Byron Humphry, Maintenance Superintendent *BH*

Date: October 18, 2013

Subject: Bid #13-50, Construction - Walker Park Concession/Restroom Building Renovation
Agenda Request for November 5, 2013 Meeting

PROPOSAL:

The Baseball Complex at Walker Park hosts the youth baseball program which accommodated 925 participants in 2013. The original baseball fields and concession stand was built by volunteers starting in 1960. The concession/restroom building was last updated in 1988.

In 2011, the City made improvements to the dugouts and added bleacher covers. The renovation of the concession stand/restrooms was included in the 2013 CIP. Improvements to the concession stand/restrooms will make more efficient use of the concession stand space, update and add additional restrooms, increase storage space, and provide a covered concession window and dining area. Construction includes structural additions, wall modifications, finishes, mechanical, plumbing, and electrical items.

The project was advertised for bid on September 6 and 13, and bids were opened on September 20, 2013. Three vendors including Pick-It Construction, Inc., Center Point Contractors, Inc., and Goodwin and Goodwin, Inc. submitted bids. Pick-It Construction, Inc. was the low bid in the amount of \$130,900 after taking the first deductive alternative. (See attached bid tabulation sheet.)

If approved, the project is anticipated to begin in mid November 2013 and be completed by March 2014.

RECOMMENDATION:

A resolution awarding Bid #13-50 and approval of a contract with Pick-It Construction, Inc. in the amount of \$130,900 with a 10% project contingency of \$13,090 for a total project cost of \$143,990 for the Renovation of the Concession/Restroom Building at Walker Park and approval of a budget adjustment in the amount of \$16,760 from Parkland Dedication Funds.

BUDGET IMPACT:

THE CITY OF FAYETTEVILLE, ARKANSAS

This project is funded with Parks Development and Parkland Dedication Funds. Total project cost including a 10% project contingency is \$143,990.

Attachments:

Staff Review Form
Bid Tabulation Sheet
Pick-It Construction, Inc. Bid Submittal
Agreement Signed by Contractor
Purchase Requisition
Budget Adjustment

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #13-50 AND APPROVING A CONTRACT WITH PICK-IT CONSTRUCTION, INC. IN THE AMOUNT OF \$130,900.00 FOR THE RENOVATION OF CONCESSION AREAS AND RESTROOMS AT WALKER PARK, APPROVING A TEN PERCENT (10%) PROJECT CONTINGENCY AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$16,760.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-50 and approves a contract with Pick-It Construction, Inc. in the amount of \$130,900.00 for renovation of concession areas and restrooms at Walker Park, and further approves a ten percent (10%) project contingency.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$16,760.00, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 5th day of November, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

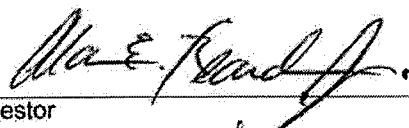
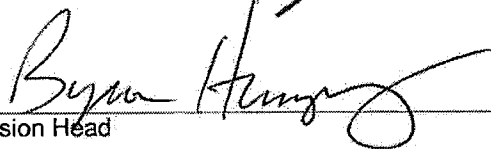
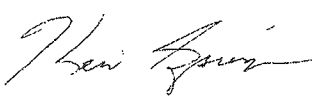
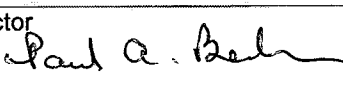
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

Budget Adjustment Form

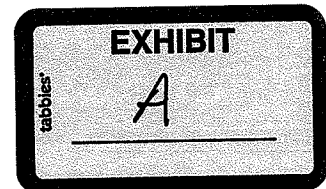
Budget Year 2013	Division: Parks & Recreation Department: Parks & Recreation	Request Date 11/5/2013	Adjustment Number
----------------------------	--	----------------------------------	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Walker Park concession & restrooms renovation - Additional funds in the amount of \$16,760 are needed for Contract Services for improvements and updates of the concession stand, restrooms, increased storage space, and to provide a protected outdoor purchasing and dining area. This renovation was included in the 2013 CIP. The additional funds requested are to be sourced from Park Land Dedication funds received, but not yet approved/recognized for a CIP project.

 Requestor	Prepared By: _____ Registrar: 2013-0112 <i>Springer, Kevin</i> 11/5/2013
 Division Head	Budget & Research Use Only Type: A B C D E P
 Kevin Springer cn=Kevin Springer, o=City of Fayetteville, Arkansas, ou=Budget Director, email=kspringer@fayetteville-ar.gov, c=US 2013.10.18 10:47:03 -05'00'	General Ledger Date _____
 Budget Director	Posted to General Ledger Initial _____ Date _____
	Checked / Verified Initial _____ Date _____

TOTAL BUDGET ADJUSTMENT		16,760	16,760	Project.Sub Number
		Increase / (Decrease)		
Account Name	Account Number	Expense	Revenue	
Public notification	2250.9256.5301.00	E> (160)		13001 . 1305
Professional services	2250.9256.5314.00	E> (8,770)		13001 . 1305
Park improvements	2250.9256.5806.00	E> (23,730)		13001 . 1305
Contract services	2250.9256.5315.00	E> 49,420		13001 . 1305
Park improvements	2250.9255.5806.00	E> (94,570)		13001 . 1305
Contract services	2250.9255.5315.00	E> 94,570		13001 . 1305
Greenspace Fees SE	2250.0925.4419.03	RF	16,760	13001 . 1305



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: 10/18/2012	A. 6
P.O Number:	Expected Delivery Date:	Page 6 of 30

Vendor #: 16068	Vendor Name: Pick-It Construction, Inc	Mail Yes: No:
Address: 10024 N. Campbell Rd.	Fob Point:	Taxable Yes: No:
City: Fayetteville	State: AR	Zip Code: 72701
Requester: Byron Humphry, Maintenance Superintendent	Requester's Employee #: 2557	Extension: 8368
Divison Head Approval: <i>Donnie Edmonston</i>		Quotes Attached Yes: Bid Tab No:

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Renovation of Walker Park Concession and Restroom - Bid 13-50	1	1	LS	\$81,480.00	2250.9255.5315.00	13001.1305		
2	Renovation of Walker Park Concession and Restroom - Bid 13-50	1	1	LS	\$49,420.00	2250.9256.5315.00	13001.1305		
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:

Tax is included in the bid price.

Subtotal: \$130,900.00
Tax: _____
Total: \$130,900.00

Approvals:

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



BID: 13-50
DATE: 09/24/13
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 13-50, Construction - Walker Park Concession/Restroom Restoration

BIDDER	Deductive Alternate No. 1	Deductive Alternate No. 2	Deductive Alternate No. 3	TOTAL BASE BID
1 Center Point Contractors, Inc.	\$3,000.00	\$1,600.00	\$1,150.00	\$228,000.00
2 Goodwin & Goodwin, Inc.	\$5,773.00	\$1,308.00	\$3,729.00	\$207,486.00
3 Pick-It Construction, Inc.	\$3,000.00	\$1,300.00	1,800.00	\$133,900.00

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

CERTIFIED:

P. VICE, PURCH MGR

WITNESS

09/24/13
DATE

Section 00 41 13
BID FORM

Contract Name: Construction Walker Park Concession/Restroom Building Renovation

Bid Number 13-50

BID TO:

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

BID FROM:

Bidder: Pick-It Construction, Inc
10024 N. Campbell Road
FAYETTEVILLE, AR 72701

Section 1 – Intent:

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

Section 2 – Terms & Conditions:

Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of City's Notice of Award.

Section 3 – Bidder's Representations:

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

A.) Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u>1</u>	<u>9/17/13</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

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

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

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

F.) Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for

performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

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

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

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

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

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

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

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

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

Section 4 – Base Bid Price:

The undersigned hereby proposes to furnish all labor, materials, equipment and services required to complete the Renovations & Additions to the Walker Park Concession Stand & Restrooms, all in accordance, therewith, for the sum of

(written in words) One hundred thirty three thousand Dollars (\$ 133,900.⁰⁰)
nine hundred dollars

DEDUCTIVE ALTERNATIVES

Deductive Alternate No. 1: A) In lieu of clear finished t&g pine "v-groove" ceiling @ 103 - Men & 104 - Women, deduct the cost of labor, materials & all associated fees. In its place install 1/2" plywood (epoxy painted). (b) Deduct clear finished t&g pine "v-groove" ceiling @ all exterior areas, including the cost of labor, materials & all associated fees. (c) In lieu of concealed fastener standing seam roof & wall panels, deduct the cost of labor, materials & all associated fees, in its place install exposed fastener standing seam roof & wall panels. Fasteners to have neoprene washers. This item is to be included in the base bid and treated as a deductive alternate.

Deduct the sum of: Three thousand dollars " \$ 3,000.⁰⁰

Deductive Alternate No. 2: (a) Deduct window "W-1" - Andersen 100 Series Gliding Window (OX Configuration), Andersen 100 Series Picture Window, cedar barnslider door, track, hardware & typical window counter @ this location, including cost of labor materials & all associated fees. (b) In lieu of Emerson Loft 60" damp location ceiling fan, Model #CF675BQ00 (qty=2), deduct the cost of labor, materials & all associated fees, in its place install Cooper, Model #FSP226120ABP, surface mounted fluorescent. (c) Deduct 42" counter & cedar slat wall @ covered patio, including the cost of labor, materials & all associated fees. This item is to be included in the base bid and treated as a deductive alternate.

Deduct the sum of: "One thousand three hundred \$ 1,300.00
dollars

Deductive Alternate No. 3: a) In lieu of Hardieplank (or approved equal) lap siding w/ 6" exposure, 2x2 wood furring strips & 1-1/2" rigid insulation, deduct the cost of labor, materials & all associated fees, in its place install exterior 3/4" plywood from top of existing block wall to underside of roof deck with 3" wide x 3/4" thick batten trim @ all joints, caulk all seams, paint block & plywood. Architect to select paint color. This item is to be included in the base bid and treated as a deductive alternate.

Deduct the sum of: "one thousand eight hundred" \$ 1,800.⁰⁰
dollars

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

Costs include a complete turn-key price for work indicated on drawings and in specifications provided by the Project Manager plus any site restoration required to return the site to its original form. All improvements listed above shall include applicable shipping, sales tax, and any other costs incurred to the City of Fayetteville.

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

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

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

Section 5 – Listing of Subcontractors:

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

N/A

Section 6 – Contract Times:

A.) Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated in the Agreement.

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

Section 7 – Communications:

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

Contractor: Pick-It Construction, Inc.
Primary Contact: Nathan Oaden
Address: 10024 N. Campbell Rd, Fayetteville, AR 72701
Phone No.: 479-973-5109
FAX No.: 479-571-3672

Section 8 – Signature:

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

SUBMITTED on this 24th Date of
September, 20 13.
Arkansas State Contractor License No. 0140461213

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____
By: _____ (SEAL)
(Individual's Signature)
Doing business as: _____
Business address: _____
Phone No.: _____ FAX No. _____

OPTION 2: A Partnership

Partnership Name: _____ (SEAL)

By: _____

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

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No. _____

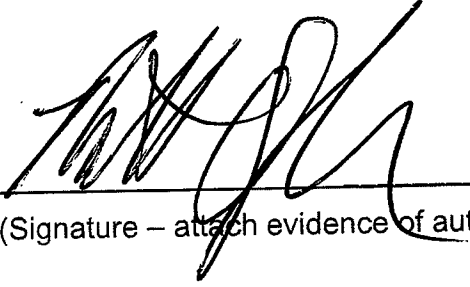
OPTION 3: A Corporation

Corporation Name: Pick-It Construction, Inc. (SEAL)

Date of Incorporation: August 2003

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

General Business

By: 
(Signature – attach evidence of authority to sign)

Name (type or printed): Nathan Oden

Title: President

(CORPORATE SEAL)

Business address:
10024 N. Campbell Rd.
Fayetteville, AR 72701

Phone No.: 479-973-5109 FAX No.: 479-571-3672

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

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

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

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

End of Section 00 41 13

Section 00 41 16

BID BOND

STATE OF ARKANSAS

KNOW ALL PERSONS BY THESE PRESENTS, that we:

Pick-It Construction, Inc.

Principal and Contractor, and U.S. Specialty Insurance Company

13403 Northwest Freeway, Houston, TX 77040

hereinafter called Surety, are held and firmly bound unto the City of Fayetteville, Arkansas and represented by its Mayor and City Council, hereinafter called Owner, in the sum of

Five Percent of Maximum Amount Bid DOLLARS (**5%MAB**)

lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Owner for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Drawings and Specifications, entitled:

*Construction – Walker Park Restroom/Concession Building Renovation
City of Fayetteville, Arkansas*

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract within twelve (12) consecutive calendar days after written notice having been given of the award of the Contract. Cashier's check if submitted shall be from a bank located in the State of Arkansas.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within Twelve (12) consecutive calendar days after written notice of such acceptance enters into a written Contract with the Owner and furnishes a Contract Surety Bond in an amount equal to 100 percent of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Owner and the Surety herein agrees to pay said sum immediately upon demand of the Owner in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said Pick-It Construction, Inc., as Principal herein,

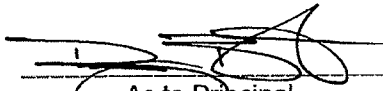
has caused these presents to be signed in its name by its President

and attested by its Secretary under its corporate seal, and the said

U.S. Specialty Insurance Company as Surety herein, has
caused these presents to be signed in its name by its Attorney-In-Fact
under its corporate seal, this 18th day of Sept. A.D., 2013.

Signed, sealed and delivered
in the presence of:

Pick-It Construction, Inc.
Principal-Contractor

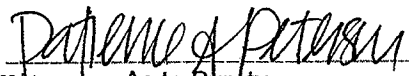

As to Principal

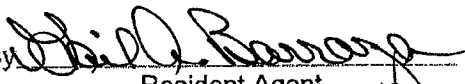
By 
PRESIDENT
Title

Surety

U.S. Specialty Insurance Company


Attorney-in-Fact (Power-of-Attorney
to be Attached) Gail A. Barraza


Witness As to Surety

By 
Resident Agent Gail A. Barraza
#240346

POWER OF ATTORNEY

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

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

Mason T. Grashot, Gail A. Barraza, or Ami L. Ashmore of Little Rock, Arkansas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$ **3,000,000.00**).

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

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

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

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

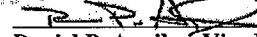
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

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

Corporate Seals



By:

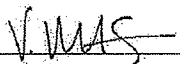

Daniel P. Aguilar, Vice President

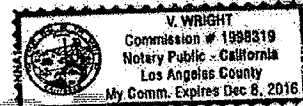
State of California

County of Los Angeles SS:

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

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

Signature  (Seal)



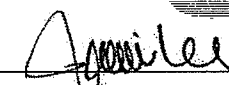
I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 18 day of September 2013

Corporate Seals

Bond No. 09242013
Agency No. 0217




Jeannie Lee, Assistant Secretary

Section 00 41 18

VENDOR REFERENCES

Bid #13-50, Construction Construction – Walker Park Restroom/Concession Building Renovation

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

COMPANY NAME: Pick-it Construction, Inc.

BUSINESS ADDRESS: 10024 N. Campbell Rd, Fayetteville, AR 72701

NUMBER OF YEARS IN BUSINESS: 11 HOW LONG IN PRESENT LOCATION: 8

TOTAL NUMBER OF CURRENT EMPLOYEES: 7 FULL TIME 2 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT:
3 FULL TIME 1 PART TIME

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

1. City of Farmington
COMPANY NAME

Farmington, AR 72730
CITY, STATE, ZIP

Melissa McCarville
CONTACT PERSON

479-267-3865
TELEPHONE

April 2012
DATE COMPLETED

melissamccarville@cityoffarmington-ar.gov
E-MAIL ADDRESS

2. City of Monticello
COMPANY NAME

Monticello, AR 71655
CITY, STATE, ZIP

Blake Roberson-Garver Engineers
CONTACT PERSON

501-376-3633
TELEPHONE

February 2013
DATE COMPLETED

b.roberson@garverusa.com
E-MAIL ADDRESS

Bid # 13-50, Construction – Walker Park Restroom/Concession Building Renovation

3. Rogers Water Utilities
COMPANY NAME

Rogers, AR 72756
CITY, STATE, ZIP

Earl Rausch
CONTACT PERSON

479-621-1142
TELEPHONE

January 2013
DATE COMPLETED

Earlrausch@RWU.org
E-MAIL ADDRESS

4. City of Fayetteville
COMPANY NAME

Fayetteville, AR 72701
CITY, STATE, ZIP

Andrea Foren
CONTACT PERSON

479-575-8220
TELEPHONE

Various Projects
DATE COMPLETED

aforen@ci.fayetteville.ar.us
E-MAIL ADDRESS

AGREEMENT

BETWEEN CITY OF FAYETTEVILLE AND PICKIT CONSTRUCTION, INC.

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

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

Article 1. WORK.

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

The work generally consists of the renovation of the concession, restroom, office and storage spaces within the Walker Park Concession/Restroom. The construction includes structural additions, wall modifications, finishes, mechanical, plumbing and electrical items. These items and others are detailed specifically in the Drawings and Specifications for the Construction of Walker Park Concession/Restroom Building Renovation Project.

Article 2. PROJECT MANAGER.

This Project has been designed by deMx Architecture under the supervision of:

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

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

Article 3. CONTRACT TIME.

3.1. The Work for Construction of Walker Park Concession/Restroom Building Renovation shall be substantially complete within 150 consecutive calendar days ~~after the date when the Contract Time commences to run as provided in~~ paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B & C of the General Conditions within 180 consecutive calendar days after the date when the Contract Time commences to run.

3.2. *Liquidated Damages.* CITY OF FAYETTEVILLE and CONTRACTOR recognize that time is of the essence of the Agreement and that CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus and extensions thereof allowed in

accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CITY OF FAYETTEVILLE if the Work is not completed on time. Accordingly, instead of requiring any such proof, City of Fayetteville and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY OF FAYETTEVILLE, CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

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

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

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

One Hundred Thirty Thousand Nine Hundred and 00/100 (\$130,900.00)

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

Article 5. PAYMENT PROCEDURES

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

5.1. *Progress Payments.* CITY OF FAYETTEVILLE shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below and SC-14.02 . All such payments

will be measured by the schedule of values established in paragraph 2.07 of the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

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

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

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

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

5.3 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B & C of the General Conditions, CITY OF FAYETTEVILLE shall pay the remainder of the Contract Price as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in said paragraphs 14.07.B & C.

Article 6. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

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

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

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

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

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

Article 7. CONTRACT DOCUMENTS

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

- 7.1. This Agreement (pages 1 to 7, inclusive).
- 7.2. Performance and Payment Bonds, (Exhibits A and B respectively).
- 7.3. Certificates of Insurance, (Exhibit C).
- 7.4. Documentation submitted by CONTRACTOR prior to Notice of Selection (Exhibit D).
- 7.5. General Conditions (pages 1 to 42, inclusive).
- 7.6. Supplementary Conditions (pages 1 to 13 inclusive).
- 7.7. Specifications consisting of Divisions 1 through 32 as listed in table of contents thereof.
- 7.8. Addenda number 1, inclusive.
- 7.9. One set of drawings (not attached hereto) consisting of: a cover sheet and additional sheets as enumerated in the drawing index with each sheet bearing the following general title: Construction Documents- Walker Park Concession/Restroom Renovation.
- 7.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - 7.10.1. Notice to Proceed
 - 7.10.2 All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

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

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

Article 8. MISCELLANEOUS.

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

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

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

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

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

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

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

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

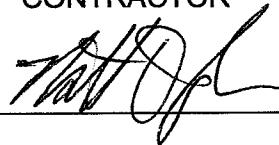
This Agreement will be effective on _____, 2013 (which is the Effective Date of The Agreement).

CITY OF FAYETTEVILLE:

By: _____
Mayor

[CORPORATE SEAL]

CONTRACTOR

By:  _____

[CORPORATE SEAL]

Attest _____

Secretary.

Address for giving notices

*Attest _____

* If a Corporation, attest by the

Address for giving notices

16024 N. CAMPBELL RD.
FAYETTEVILLE, AR 72701

(If CITY OF FAYETTEVILLE is a public body, attach License No.

_____ evidence of authority to sign and resolution or other documents Agent for service of process: authorizing execution of Agreement.)

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

from any personal liability for acts performed on behalf of the corporation to date and approve these acts on behalf of the corporation.

6. **Authority to Execute Legal Documents for the Corporation.** Execution of legal documents for the corporation was discussed, after which, on motion duly made, seconded and unanimously carried, it was

RESOLVED: Any one of the following officers is/are hereby authorized to execute all legal documents for and on behalf of the corporation, including but not limited to leases, mortgages, agreements, contracts, promissory notes, bills of sale, chattel mortgages, satisfactions and assignments of mortgages, liens and encumbrances of all kinds, claims for liens, lien waivers, transfers and assignments of real, personal and mixed property, which may be necessary and proper in the conduct of the corporation:

Nathan Loren Ogden

Reference is made to the official corporate documents on file with the Arkansas Corporations Section of the Secretary of the State and the official corporate files at the main office of the corporation located at 2300 S. Razorback Road, Fayetteville, Arkansas.

7. **Section 1244 Plan.** The chairman then stated that he felt it would be advisable to approve and adopt a plan to offer shares of common stock for sale under §1244 of the Internal Revenue Code of 1954 as amended. The chairman presented to the meeting a form of plan to offer shares of common stock for sale, so that any loss sustained by a shareholder on the sale or exchange of stock in the corporation may qualify for ordinary loss deduction treatment on the shareholder's personal income tax return. On motion duly made, seconded and unanimously passed, the following preambles and resolutions were unanimously adopted:

WHEREAS, it is deemed advisable and in the best interests of the corporation and its shareholders that the Board of Directors of the corporation approve and adopt a plan to offer shares of common stock for sale so that, in the hands of qualified shareholders, such shares of stock will receive the benefits of §1244 of the Internal Revenue Code of 1954 as amended; and

WHEREAS, the corporation is a small business corporation as defined in §1244(c)3, and there is not now outstanding any prior offering of the corporation to sell and issue any of its stock;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Directors hereby approve and adopt the plan to offer shares of common stock for sale in the form of plan presented to this meeting, and the Board of Directors instructs the secretary of this meeting to insert a copy of that plan in the minute book following the minutes of this meeting; and

IT IS FURTHER RESOLVED that the proper officers of the corporation are hereby authorized and directed to sell and issue shares of common stock in such manner that they qualify under the plan hereinabove adopted.

8. **Section 303 Stock Redemption.** The President advised those present that the death of one of the major shareholders of the corporation is a possibility that could occur, and that the Internal Revenue Code of 1954, as amended, §303, permits shares of stock in a corporation to be redeemed for payment of estate, inheritance, legacy, succession taxes, and funeral and administration expenses; after discussion, and upon motion made, seconded and unanimously passed, it was

RESOLVED: The corporation agrees that in the event of the death of any major shareholder

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: 10/18/2013				
Vendor #: 16068							Vendor Name: Pick-It Construction, Inc		P.O Number:		Expected Delivery Date:	
Address: 10024 N. Campbell Rd.							Fob Point:		Taxable Yes:___ No:___		Quotes Attached Yes:___ Bid Tab___ No:___	
City: Fayetteville			State: AR		Zip Code: 72701		Ship to code:		Division Head Approval: 			
Requester: Byron Humphry, Maintenance Superintendent							Requester's Employee #: 2557		Extension: 8368			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers		Project/Subproject #	Inventory #	Fixed Asset #		
1	Renovation of Walker Park Concession and Restroom - Bid 13-50	1	1	LS	\$81,480.00	2250.9255.5315.00		13001.1305				
2	Renovation of Walker Park Concession and Restroom - Bid 13-50	1	1	LS	\$49,420.00	2250.9256.5315.00		13001.1305				
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: Tax is included in the bid price.								Subtotal: \$130,900.00 Tax: _____ Total: \$130,900.00				
Approvals: Mayor: _____ Department Director: _____ Purchasing Manager: _____ Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____ Dispatch Manager: _____ Utilities Manager: _____ Other: _____												

City of Fayetteville Staff Review Form

A. 7
 Arkansas Historic Preservation Program
 Page 1 of 14

City Council Agenda Items
 and
 Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date
 Agenda Items Only

Andrew Garner
 Submitted By

City Planning
 Division

Development Services
 Department

Action Required:

City Council approval of a budget adjustment and contract with the Arkansas Historic Preservation Program to receive a Certified Local Government grant in the amount of \$1,200 to provide travel and training funds for the Historic District Commission and staff.

Cost of this request

n/a
 Category / Project Budget

Historic Preservation
 Program Category / Project Name

1010.6300.5304.00
 Account Number

n/a
 Funds Used to Date

Travel, Training
 Program / Project Category Name

36024.1301
 Project Number

n/a
 Remaining Balance

General
 Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

[Signature]
 Department Director

10-01-2013
 Date

Previous Ordinance or Resolution # n/a

[Signature]
 City Attorney

10-3-13
 Date

Original Contract Date: n/a

Original Contract Number: n/a

[Signature]
 Chief of Staff

10-4-2013
 Date

Received in City
 Clerk's Office

10-03-13 P01:12 RCVD

[Signature]
 Mayor

10-9-13
 Date

Received in
 Mayor's Office



Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Jeremy Pate, Development Services Director *JP*

From: Andrew Garner, Senior Planner

Date: September 30, 2013

Subject: Approval of a budget adjustment and contract with the Arkansas Historic Preservation Program to receive a Certified Local Government grant in the amount of \$1,200.

RECOMMENDATION

Planning Staff recommends approval of a budget adjustment and contract with the Arkansas Historic Preservation Program to receive a Certified Local Government grant in the amount of \$1,200 to provide travel and training funds for the Historic District Commission and staff.

BACKGROUND

Planning staff has applied for and received a Certified Local Government (CLG) grant in several years past to pay for the Historic District Commission's and staff's travel and training related to historic preservation. The past grants have enabled staff members and commissioner to attend statewide training and meetings provided by the Arkansas Historic Preservation Program and attendance at the National Historic Preservation Conference. These conferences have increased staff's and the commission's knowledge and skills of methods to promote and achieve historic preservation in a community.

The Arkansas Historic Preservation Program designated the City of Fayetteville with \$1,200 for travel and training for the 2013-2014 grant cycle (award letter attached).

BUDGET IMPACT

The City will provide in-kind services for approximately \$7,808 in the form of staff time. Jesse Fulcher and Quin Thompson, Current Planners, and Andrew Garner, Senior Planner, will spend approximately 5% of their time providing support to the Historic District Commission and administering the grant.

RESOLUTION NO.

A RESOLUTION APPROVING A GRANT AGREEMENT WITH THE ARKANSAS HISTORIC PRESERVATION PROGRAM IN THE AMOUNT OF \$1,200.00 FOR TRAVEL AND TRAINING EXPENSES IN SUPPORT OF THE FAYETTEVILLE HISTORIC DISTRICT COMMISSION; AND APPROVING A BUDGET ADJUSTMENT RECOGNIZING THE GRANT REVENUE.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a grant agreement with the Arkansas Historic Preservation Program in the amount of \$1,200.00 for travel and training expenses in support of the Fayetteville Historic District Commission.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment recognizing the grant revenue.

PASSED and APPROVED this day of , 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



STATE OF ARKANSAS
MIKE BEEBE
GOVERNOR

June 5, 2013

The Honorable Lioneld Jordan
Mayor, City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: Certified Local Government Grant – Training

Dear Mayor Jordan:

It is my pleasure to inform you that you have been awarded a grant of \$1,200.00 from the Arkansas Historic Preservation Program, an agency of the Department of Arkansas Heritage. I have instructed the staff of the Arkansas Historic Preservation Program to provide you with details concerning the terms and conditions of the grant.

Congratulations and many thanks for your commitment to safeguarding Arkansas's cultural historic resources. I look forward to hearing of the successful completion of your project.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Beebe", written over a horizontal line.

Mike Beebe

MB:jb

CC: Mr. Andrew Garner

CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT
Grant Number 13-CLG-06

This agreement is entered into between the **City of Fayetteville**, Arkansas, hereinafter referred to as the City, and the Arkansas Historic Preservation Program, hereinafter referred to as AHPP. AHPP agrees to provide a grant in the amount of **\$1,200** for the purpose of **providing training for the Historic District Commission and staff.**

THIS GRANT IS FOR THE ACCOMPLISHMENT OF THE PURPOSE, OBJECTIVE AND SCOPE OF WORK HEREIN DEFINED.

I. SCOPE OF WORK

- A. The City will send one or more representatives of its Historic District Commission quarterly training meetings to be announced by AHPP.
\$1,200

II. TIME FRAME of AGREEMENT

This agreement will begin on July 1, 2013, and shall extend until June 30, 2014.

III. SCHEDULE OF PAYMENTS

One half of the full grant amount shall be paid to the City upon a request for payment to AHPP to be submitted no earlier than July 1, 2013. The remaining half shall be paid to the City upon a request for payment to AHPP to be submitted no later than May 31, 2014.

IV. AHPP RESPONSIBILITIES

AHPP staff agrees to make periodic reviews of the project to review practices and products. AHPP reserves the right to enforce the procedures as outlined in this contract. AHPP agrees to make available advice and counsel necessary to accomplish the objectives and to render compensation upon invoice within a reasonable time frame.

V. REPORTING REQUIREMENTS

- A. The City will submit quarterly reports detailing programmatic and fiscal progress of work on forms to be provided by AHPP on:
- September 30, 2013
 - December 31, 2013

- March 31, 2014
 - June 30, 2014 (Final)
- B. The City will submit a final project report detailing all completed projects and including 10 copies each of all publications no later than June 30, 2014.
- C. If changes in agreement - e.g.: scope of work, products, budgets, etc. - are required, then the City must submit a written request detailing proposed changes and wait for written approval from AHPP.

VI. COMPLIANCE

- A. All policies and procedures of the Department of the Interior, the National Park Service as well as Federal regulations concerning expenditures of all Federal funds must be followed by the AHPP and all subgrant recipients. All grant projects will be administered by the AHPP in accordance with the Historic Preservation Fund Grants Manual, particularly "Chapter 9: Certified Local Governments". Separate financial records for each project will be maintained by the AHPP following Office of Management and Budget Guidelines. The City must maintain efficient and effective accountability and control of all funds received and expended under a subgrant from the AHPP.
- B. The City agrees to the right of the AHPP director to review and comment on art set-up, written narrative of any printed material, and audio visual material produced by the grant prior to final printing or production and distribution.
- C. The City must supply the State with evidence of compliance with Federal competitive procurement requirements for professional services and subcontractors prior to reimbursement.
- D. All products and projects must comply with the applicable Secretary of the Interior's *Standards for Rehabilitation of Historic Properties*. The *Standards* are:
1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
 2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
 3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

- E. **SURVEY AND NATIONAL REGISTER NOMINATIONS:** All surveys and National Register Nominations (either new or those in progress) of historic structures, sites, etc. will meet the following criteria, as applicable, and will be completed by professionals who meet minimum Federal standards as specified in 36 CFR 61:

CONTRACTOR'S RESPONSIBILITIES

Services are duties and tasks that the contractor must perform to meet the terms, conditions, and specifications of the contract.

Survey duties are:

1. It is required that the contractor complete an Arkansas Architectural Resources Form and provide site plans for each resource in the field.

2. The contractor will take 35mm black and white print photographs and color digital photographs of each resource in the field. At the very minimum the photographs should show all facades of each building. In addition, representative streetscape photographs (both black and white prints and color digital photos) will be provided by the Contractor.
3. The contractor will also need to locate each resource on a United States Geological Survey Map and provide UTM coordinates for each property. Additional hours will be spent on proper completion of forms for submission to AHPP.
4. Any new contractor must attend a training class on the procedures required for historic site survey. This one-day class, at the offices of AHPP, will train the Contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.
5. The contractor must be able to adhere to set deadlines and provide initial and completed surveys by the dates set forth by AHPP.
6. The contractor will provide own transportation.

Nomination duties are:

1. It is required that the Contractor complete a National Register of Historic Places nomination form for the historic property.
2. The Contractor will take 35mm black and white print photographs and color digital photos of the historic property in the field. In the case of a proposed historic district, representative streetscape photographs (both black and white prints and color digital photos) will be provided by the Contractor. All photographs submitted must meet the National Park Service standards in *National Register Bulletin 16A: How to Complete the National Register Registration Form*. Photographs printed on Fujicolor Crystal Archive or equivalent papers do not meet the National Park Service standards, and will not be accepted.
3. The Contractor will label all photographs to be included with the completed National Register of Historic Places nomination according to the National Park Service instructions.
4. The Contractor will also need to locate the property on a United States Geological Survey Map and provide UTM coordinates for the historic district.
5. The Contractor will be responsible for presenting the proposed historic district to the Arkansas State Review Committee on Historic Preservation at the earliest meeting following completion and staff approval.

6. Any new Contractor must attend a training class on completing National Register of Historic Places nomination forms. This one-day class, at the offices of AHPP, will train the Contractor in the proper and thorough completion of National Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.
7. The Contractor must be able to adhere to set deadlines and provide initial and completed nominations by the dates set forth by the AHPP.
8. The Contractor will provide own transportation.
9. The Contractor must have experience in photography using black and white and color digital photos and must provide two (2) single lens reflex cameras with wide-angle lenses for use in the field.
10. The Contractor will also provide archival sleeves for storage of negatives, photographs, and CDs for the digital photos.
11. The Contractor must work outside in extreme temperatures and provide proper attire for the weather conditions.
12. It is required that the Contractor complete National Register of Historic Places nomination forms.
13. The Contractor will perform all services and provide all materials to be produced under the contract in consultation with AHPP.
14. The Contractor will understand that all procedures developed and products provided under the contract will be subject to final approval by the committee at AHPP, Little Rock, AR.
15. The Contractor will understand that all records, data, proofs, negatives and copies pertaining to the contract will remain the property of the Agency.
16. The Contractor will conduct meetings with AHPP as required, to complete the project.
17. The AHPP will provide photocopies of completed architectural resource forms for all buildings in the district.

AHPP responsibilities (as applicable for architectural surveys and National Register Nominations)

1. The Agency will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms as required by the contractor.

2. The Agency will provide access to the Agency's survey files and copies of previous survey work as required by the contractor.
3. The Agency will provide resource numbers for the contractor as required.
4. The Agency will provide a one-day training class at the AHPP offices in Little Rock on the procedures required for historic site survey. This class, at the offices of AHPP, will train the contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.

The Agency will provide technical assistance as needed by the contractor.

- F. **EASEMENTS:** The City will donate to AHPP a conservation easement on the property of any historic structure(s) being restored, rehabilitated, or repaired as a part of any project(s) utilizing ten thousand dollars (\$10,000) or more of AHPP funds. On such projects involving private properties, it will be the City's responsibility to secure this easement for donation to AHPP before any grant funds are released.

VII. MANAGEMENT AND BUDGET GUIDELINES

The City must assure and certify that he will comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally-assisted project, as contained in attachment G of OMB circular A-102. Also the City assures and certifies that:

- A. The City will comply with and administer the project in conformance with the Civil Rights Act of 1964 (Public Law 88-352), as amended; as well as 43 CFR 17 and Part 506 of the Department Manual issued by the Department of the Interior; and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against the handicapped. Title VI of the Civil Rights Act of 1964 stated that no person will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this agreement;
- B. In all hiring or employment made possible by or resulting from grant awards, the City (1) will not discriminate against any employee or applicant from employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. This requirement applies to, but is not limited to, the following: employment promotion, demotion, or transfer; recruitment or other recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

and selection for training, including apprenticeship. The City its subgrantees will comply with all applicable statutes and Executive orders on equal employment opportunity and grant awards will be governed by the provisions, as implemented by, but not limited to, Department of the Interior policies, published in 43 CFR 17;

- C. The City will give AHPP and the National Park Service or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant;
- D. The City must comply with Federal competitive procurement requirements for professional services and subcontractors and will provide documentation of such compliance upon request.
- E. The City will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
- F. Upon completion of the project, the Secretary of the Interior, the Comptroller General of the United States, the AHPP, and/or any of their duly authorized representatives shall have access for the purpose of financial or programmatic audit and examination any books, documents, papers and records of the City that are pertinent to the grant at all reasonable times during the period of retention provided in OMB Circular A102, attachment C, for at least three (3) years or until all claims or audit findings have been resolved.
- G. Lobbying with appropriated funds. Historic Preservation Fund grants must conform to provisions of 18 USC 1913: "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress be used directly or indirectly to pay for any personal services, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member or Congress, through the proper official channels, requests for legislation OPR appropriation which they deem necessary for the efficient conduct of the public business." Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to NPS assisted grants.
- H. The City must submit acceptable Federal and non-Federal share supporting documentation prior to reimbursement.
- I. In addition to the terms detailed in this grant agreement, all Federal requirements governing grants (Office of Management and Budget Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable.

VIII. PUBLICATIONS AND PUBLIC INFORMATION

An acknowledgment of National Park Service and Arkansas Historic Preservation Program support

must be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds. This acknowledgment shall be in the form of a statement as follows: *The activity which is the subject of this (type of publication) has been financed (in part/entirely) with Federal funds from the National Park Service, Department of the Interior, administered through the Arkansas Historic Preservation Program, an agency of the Department of Arkansas Heritage. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or the Arkansas Historic Preservation Program.*

Press releases, publications, and other public dissemination of information by the City made possible by a grant shall acknowledge National Park Service, Department of the Interior and Arkansas Historic Preservation Program, Department of Arkansas Heritage grant support. A minimum of eight copies of any publication will be furnished by the Preservation Program will transmit three copies to the Department of the Interior Library, one copy to the National Park Service, Divisions of Personnel and Management, and one copy to the Office of Communications. The remainder will be placed in the Arkansas Historic Preservation Program files.

All printed material (publications, brochures, etc.) will be printed on recycled paper using soybean ink in accordance with Executive Proclamation Order #90-1.

IX. LIMITATION OF LIABILITY

The AHPP assumes no responsibility with respect to accidents, illness or claims arising out of any work performed under a subgrant supported project. The City is expected to take necessary steps to insure itself and its personnel and students and to comply with the applicable local, State, or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970 (see 20 SFR 1910).

X. PROJECT CANCELLATION

Approved projects may be canceled for one or more of the following reasons:

- A. The City requests project cancellation.
- B. The City fails to initiate project work.
- C. The City initiates work prior to receipt of written notification of project approval.
- D. Project work is found not to be in conformance with conditions as stated in the grant agreement.

XI. AMENDMENTS

This agreement may be amended upon written request and approval by both parties

XII. APPROVAL OF AHPP

The City of Fayetteville is aware that this grant is contingent upon approval of the AHPP and the availability of funds; and agrees that no work will begin on the project until written approval from the AHPP is received.

SIGNATURES

Frances McSwain
Director, Arkansas Historic Preservation Program
Deputy State Historic Preservation Officer

City of Fayetteville Signature

Name (printed)

Title

Date

Date

Arkansas Historic Preservation Program
Page 14 of 14

City of Fayetteville Staff Review Form

A. 8
Hazmat Services Revenue
Page 1 of 4

City Council Agenda Items
and
Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date
Agenda Items Only

David Dayringer

Submitted By

Fire

Division

Fire

Department

Action Required:

Approval of a budget adjustment in the amount of \$4,328.00 to recognize hazmat services revenue received through October, 2013 and increase the related expense budget.

\$4,328

Cost of this request

\$85,605.00

Category / Project Budget

Hazmat Equipment

Program Category / Project Name

1010.3040.5218.01

Account Number

\$38,071.58

Funds Used to Date

Hazmat Equipment

Program / Project Category Name

\$

47,533.42

Project Number

Remaining Balance

General

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☒

Department Director

10-18-13
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

10-18-13
Date

Paul A. Behn
Finance and Internal Services Director

10-22-2013
Date

Received in City
Clerk's Office

10-13-13 P02:52 RCVD

Paul A. Behn for Don Mann
Chief of Staff

10-22-2013
Date

Received in
Mayor's Office

Mayor

10/22/13
Date

Comments:

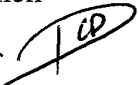


www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

STAFF REVIEW MEMO

To: Mayor Jordan and City Council

From: David Dayringer, Fire Chief 

Date: October 18, 2013

Subject: Approval of the Fire Department utilization of hazmat services revenue from Washington County

PROPOSAL:

In accordance with City Ordinance: "33.050 Response to Hazardous Materials Incidents" and Ordinance No. 5591:

The City of Fayetteville will be receiving \$4,328.00 of hazmat services revenue from Washington County. The requested budget adjustment will recognize this revenue of \$4,328.00 from a hazardous materials service response call for HMS on July 15, 2013.

RECOMMENDATION:

Staff recommends the approval of a budget adjustment in the amount of \$4,328.00 to recognize hazmat services revenue received in October, 2013 and increase the related expense budget.

BUDGET IMPACT:

Increase expenses to correspond with hazmat services revenue received through October, 2013.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$4,328.00 RECOGNIZING HAZMAT SERVICES REVENUE TO THE FIRE DEPARTMENT, AND AUTHORIZING AN INCREASE IN THE RELATED EXPENSE BUDGET

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$4,328.00, a copy of which is attached as Exhibit "A", recognizing hazmat services revenue to the Fire Department, and authorizing an increase in the related expense budget.

PASSED and **APPROVED** this 5th day of November, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

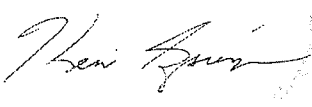
**City of Fayetteville, Arkansas
Budget Adjustment Form**

V13.1018 A. 8
Hazmat Services Revenue
Legistar Page 4 of 4

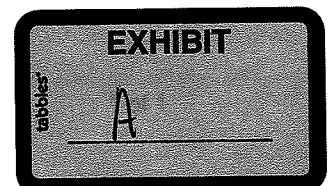
Budget Year 2013	Division: Fire Department Department: Fire Department	Request Date 11/5/2013	Adjustment Number
----------------------------	--	----------------------------------	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

This Budget Adjustment will take funding from the Haz-Mat Revenue Account-1010.0001.4401.08 which will reflect revenue from Hazmat Services from Washington County for HMS Hazmat Response on July 15, 2013 of \$4,328 and place it in 1010.3040.5218.01--Haz-Mat Equipment to increase the corresponding expense budget.

Requestor	Prepared By: Granville Wynn
	Legistar: 2013-0123 Springer, Kevin 11/5/2013
	Budget & Research Use Only
	Type: A B C D E P
Division Head	General Ledger Date _____
 Kevin Springer cn=Kevin Springer, o=City of Fayetteville, Arkansas, ou=Budget Director, email=kspringer@fayetteville- ar.gov, c=US 2013.10.18 15:43:55 -05'00'	Posted to General Ledger
Budget Director	Initial Date
	Checked / Verified
	Initial Date

TOTAL BUDGET ADJUSTMENT		4,328	4,328	Project.Sub Number
		Increase / (Decrease)		
Account Name	Account Number	Expense	Revenue	
Hazmat Interlocal Rev	1010.0001.4401.08	RI	4,328	.
Hazmat Equipment	1010.3040.5218.01	EX	4,328	.
				.
				.



City of Fayetteville Staff Review Form

A. 9
RFP 13-11, Access Control
and Security System – Contract
Page 1 of 58

City Council Agenda Items
and
Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date
Agenda Items Only

Chris Doughty

Submitted By

IT

Division

Finance and Internal Services

Department

Action Required:

A resolution awarding a contract resulting from RFP 13-11, Access Control and Security System to Royal Communications, Inc. for a period of one (1) year with four (4) automatic renewal options based on the enclosed contract.

Varies by Division

\$

-

Cost of this request

Category / Project Budget

Program Category / Project Name

Varies by Division

\$

-

Account Number

Funds Used to Date

Program / Project Category Name

Varies by Division

\$

-

Project Number

Remaining Balance

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

Paul A. Becher

10-18-2013

Date

Previous Ordinance or Resolution #

Original Contract Date:

City Attorney

D. Kelly

10-18-13

Date

Original Contract Number:

Finance and Internal Services Director

Paul A. Becher

10-21-2013

Date

Received in City 10-13 13P02:50 RCVD
Clerk's Office

Chief of Staff

Paul A. Becher for Don Mann

10-22-2013

Date

Received in
Mayor's Office

Mayor

10/22/13

Date

ENTERED
10/21/13

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan & Fayetteville City Council

Thru: Paul A. Becker, Finance and Internal Services Director PAB

From: Chris Doughty, City Network Engineer

Date: Friday, October 18, 2013

Subject: RFP 13-11, Access Control and Security System – Contract for Award

PROPOSAL:

It is the desire of the City to begin moving toward the goal of having a single access control and security platform for all facilities. The City solicited competitive proposals from firms, via RFP 13-11, capable of providing a S2 system, with the capability of expanding and incorporating all city facilities. This new access control and security system has the features and interoperability desired for this type of system and provides integration into the existing systems currently owned by the City.

The City advertised, requesting proposals from firms capable of providing the access control and security system in July. Proposals were received in August 2013. A total of three firms responded. The selection committee voted in favor of recommending a contract to Royal Communications, Inc.

RECOMMENDATION:

Based on voting from the selection committee, it is recommended to award a contract to Royal Communications, Inc. This contract will be valid for one (1) year and have an option to automatically renew for an additional four (4) one year terms, resulting in a total possible contract time of five (5) years.

BUDGET IMPACT:

Budget for projects will depend on the individual department or division. Any project exceeding \$20,000 will be brought before the City Council for approval.

RESOLUTION NO. _____

A RESOLUTION AWARDING RFP #13-11 AND AUTHORIZING A CONTRACT WITH ROYAL COMMUNICATIONS, INC. FOR AN ACCESS CONTROL AND SECURITY SYSTEM FOR A PERIOD OF ONE (1) YEAR WITH FOUR (4) AUTOMATIC RENEWAL OPTIONS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP #13-11 and authorizes a contract with Royal Communications, Inc. for an access control and security system for a period of one (1) year with four (4) automatic renewal options.

PASSED and APPROVED this 5th day of November, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

CONTRACT

REFERENCE: RFP 13-11, Access Control and Security System

Vendor: Royal Communications, Inc.

Term: 1 year with 4 one year renewal options

This contract executed this ____ day of _____, 2013, between the City of Fayetteville, Arkansas, and **Royal Communications, Inc.** in consideration of the mutual covenants contained herein, the parties agree as follows.

WITNESSETH:

WHEREAS, City has previously determined that it has a need for a PROVIDER ACCESS CONTROL AND SECURITY SYSTEM; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Fayetteville RFP 13-11 (herein after referred to as Request for Proposal or RFP), City has awarded this contract to **Royal Communications, Inc.**; and

WHEREAS, **Royal Communications, Inc.** has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions are contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Services to be Performed:** **Royal Communications, Inc.** hereby agrees to provide the City with an ACCESS CONTROL AND SECURITY SYSTEM, as requested and more specifically outlined in the RFP, this agreement, and all subsequent official documents that form the Contract Documents for this Agreement.

2. **Time of Service:** Services shall be performed in a timely manner, as specified.

3. **Term of Agreement:** Initial contract period will be for one year from date of this contract, with work issued in separate phases of work. Contractor shall not begin work until receipt of Notice to Proceed from the City for each phase. This agreement may be renewed for four (4) consecutive one (1) year terms. This agreement shall renew annually, conditioned on budgeted funds approval by the Fayetteville City Council. Individual projects over \$20,000 shall be subject to approval from the Fayetteville City Council prior to issuance of any Notice to Proceed.

a. Police Department phase shall be completed within 45 calendar days after Notice to Proceed has been issued by the City.

- b. Solid Waste & Recycling phase shall be completed within 45 calendar days after Notice to Proceed has been issued by the City.
- c. Airport phase shall be completed within 30 calendar days after Notice to Proceed has been issued by the City.
- d. Any subsequent phase shall be completed within 45 calendar days after Notice to Proceed has been issued by the City.

4. Amendment of Contract: This Contract may be amended only by mutual written agreement of the parties.

5. Assignment and Subcontracting: **Royal Communications, Inc.** shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, **Royal Communications, Inc.** shall provide written notice to the City within thirty (30) business days of such notice of 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 Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation: The City of Fayetteville reserves the right to cancel this Contract, without cause, by giving thirty (30) days' notice to **Royal Communications, Inc.** of the intent to cancel, or with cause if at any time **Royal Communications, Inc.** fails to fulfill or abide by any of the terms or conditions specified. Failure of **Royal Communications, Inc.** to comply with any of the provisions of this 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. 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 services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

7. Compensation: As compensation for **Royal Communications, Inc.** providing services to the City as described herein, the City shall pay **Royal Communications, Inc.** as outlined in RFP 13-11.

8. Permits & Licenses: **Royal Communications, Inc.** shall secure and maintain any and all permits and licenses required to complete this contract.

9. **Royal Communications, Inc.** agrees to pay wage rates issued and applicable by the Arkansas Department of Labor for all projects exceeding \$75,000.00.

10. Minimum Insurance Requirements: **Royal Communications, Inc.** shall maintain insurance in at least the amounts required in the RFP throughout the term of this contract. **Royal Communications, Inc.** shall provide a Certificate of Insurance in accordance with the insurance requirements listed within the RFP, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this contract. **Royal Communications, Inc.** shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as **Royal Communications, Inc.** Insurance at minimum shall be: Workmen's Compensation: Statutory Amount, Comprehensive General & Automobile Insurance, and Bodily Injury Liability \$500,000 for each person injured; \$1,000,000 for each accident, and Property Damage Liability \$500,000 aggregate.

11. Indemnification: **Royal Communications, Inc.** shall indemnify, pay the cost of defense, including but not limited to attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said **Royal Communications, Inc.**; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of **Royal Communications, Inc.**; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, by-laws, ordinances, order of decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Fayetteville. The first ten dollars (\$10.00) of compensation received by **Royal Communications, Inc.** represents specific consideration for this indemnification obligation.

12. Governing Law & Jurisdiction: Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case without regard to conflicts of law principles.

13. Severability: The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity of legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

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

15. Freedom of Information Act: 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, **Royal Communications, Inc.** shall 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.

16. Documents Comprising Contract: The contract shall include this Agreement for a PROVIDER FOR ACCESS CONTROL AND SECURITY SERVICES, as well as the following documents, which are incorporated herein by reference. If there is a conflict between the terms of this Agreement and the below referenced documents, the conflict shall be resolved as follows: terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their below listed order.

- a. City of Fayetteville's Request for Proposal and all of its addenda and attachments;
- b. Royal Communications, Inc. final pricing schedule and rates;
- c. Royal Communications, Inc. Certificate of Insurance as required, listing the City as an additional insured;
- d. Royal Communications, Inc. 100% performance and payment bond, which shall be submitted within ten (10) calendar days from Notice of Award.
 - i. One hundred performance and payment bond shall be issued for the total cost of implementing the initial three projects as outlined in RFP 13-11. Any additional project exceeding \$20,000 shall have a job specific 100% performance and payment bond.
- e. Royal Communications, Inc. submitted Proposal and response to RFP 13-11.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2013.

ROYAL COMMUNICATIONS, INC.

CITY OF FAYETTEVILLE, ARKANSAS

By: Michael Fleharty

LIONELD JORDAN, Mayor

Michael Fleharty V.P.
Printed Name & Title

ATTEST:

ATTEST:

Donna Fleharty
Company Secretary

Sondra Smith, City Clerk

P.O. Box 475
Business Address

Date Signed: _____

Alexander, AR 72002
City, State & Zip Code

Date Signed: 10-17-13



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

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 13-11, Access Control and Security System

DEADLINE: Friday, August 09, 2013 before 2:00:00 PM, local time

Pre-Proposal Conference: Wednesday, July 31, 2013 at 10:00 AM – Room 326

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

PURCHASING AGENT: Andrea Foren, CPPB, CPPO, aforen@ci.fayetteville.ar.us

DATE OF ISSUE AND ADVERTISEMENT: Friday, July 19, 2013

REQUEST FOR PROPOSAL **RFP 13-11, Access Control and Security System**

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

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

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

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville
RFP 13-11, Access Control and Security System
Advertisement

**City of Fayetteville, AR
Request for Proposal
RFP 13-11, Access Control and Security System**

The City of Fayetteville, Arkansas is requesting proposals for firms capable of providing access control and security equipment and services for projects spanning the next 5 years.

To be considered, proposals shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, **Friday, August 09, 2013 before 2:00:00 PM**, local time. No late submittals shall be accepted.

Forms & addendums can be downloaded from the City's web site at <http://www.accessfayetteville.org>. All questions regarding the process should be directed to Andrea Foren, CPPB, CPPO at aforen@ci.fayetteville.ar.us or (479)575-8220.

Proposals submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

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.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

CITY OF FAYETTEVILLE

By: Andrea Foren, CPPO, CPPB
Title: Purchasing Agent
Ad date: 07/19/2013

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION A: General Terms & Conditions

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

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost effective manner.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- d. All Proposers shall submit eight (8) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- h. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- i. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- j. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- k. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

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

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

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

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

5. COSTS INCURRED BY PROPOSERS:

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

6. ORAL PRESENTATION:

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

7. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may

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

8. WITHDRAWAL OF PROPOSAL:

- a. A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PAYMENTS AND INVOICING:

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

17. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving sixty (60) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

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

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

City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

19. NON-EXCLUSIVE CONTRACT:

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

20. ADDITIONAL REQUIREMENTS:

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

21. SERVICES AGREEMENT:

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

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

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

23. DEBARRED ENTITIES:

All Proposers shall complete and return the enclosed "Debarment Certification Form" with their bid. The City of Fayetteville will not award a contract to any contractor that is debarred, suspended, or proposed for debarment by the federal government.

24. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. The request for statement of qualification is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

- e. **Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.**
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@ci.fayetteville.ar.us) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
- l. The following documents are included with this solicitation: N/A

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION B: Scope of Services and General Information

1.) BACKGROUND:

- a. It is the desire of the City to begin moving toward the goal of having a single access control and security platform for all facilities. The City of Fayetteville recently purchased an access control system for a new facility located at Drake Field. This system is capable of expanding and incorporating all city facilities and has the features and interoperability desired for this type of system.

2.) INTENT:

- a. The City of Fayetteville, Arkansas is interested in contracting with a company to provide access control and security system service and equipment for various City facilities over the next 5 years.

3.) APPROACH:

- a. Proposer shall provide pricing for the specific scopes of work for immediate projects and basic time and materials quotes for possible future projects. Proposers shall include a "time line" chart depicting project milestones (in calendar days) after the Notice to Proceed to indicate when all immediate required services will be provided.

4.) PRE-PROPOSAL CONFERENCE:

- a. The City of Fayetteville will hold a non-mandatory pre-proposal conference on **Wednesday, July 31, 2013 at 10:00 AM, local time**. This conference will be held at City Hall, Room 326 at 113 W. Mountain, Fayetteville, AR 72701. All interested parties are strongly encouraged to attend.

5.) GENERAL: It is the intent of the City to purchase and install each project listed below in the time frame provided; however, all projects are subject to administrative and budget approval.

- a. **Project A:** Police Department Access Control Project, (to be purchased and installed immediately upon contract award).
 - a. Address: 100A W. Rock St., Fayetteville, AR 72701
- b. **Project B:** Solid Waste & Recycling Access Control and Security System (to be purchased and installed immediately upon contract award)
 - a. Address: 1560 S. Happy Hollow Rd. , Fayetteville, AR 72701
- c. **Project C:** Airport Gates and Badging (to be purchased and installed immediately upon contract award)
 - a. Address: 4500 S. School Ave. , Fayetteville, AR 72701
- d. **Project D** Central Access Control System Upgrades: (to be purchased and installed immediately upon contract award)
- e. **Project E:** City Shop/Fleet (to be purchased and installed in within approximately 3-6 months of contract award).
 - a. Address: 1525 S. Happy Hollow Rd., Fayetteville, AR 72701
- f. **Project F:** Parks Cameras and Access Control System (to be purchased and installed in within approximately 3-6 months of contract award)
 - a. Address: 1455 S. Happy Hollow Rd., Fayetteville, AR 72701
- g. **Project G:** Animal Shelter Cameras and Access Control System (to be purchased and installed in within approximately 24 months of contract award)
 - a. 1640 S. Happy Hollow Rd., Fayetteville, AR 72701
- h. **Project H:** Fire Department Access Control System (to be purchased and installed in within approximately 12-24 months of contract award). Could include 7 Fire Stations and 1 Fire Marshal Office.
 - a. Addresses include:

- i. Fire Station #1 (Central): 303 W. Center St., Fayetteville, AR 72701
- ii. Fire Station #2: 708 N. Garland Ave., Fayetteville, AR 72701
- iii. Fire Station #3: 1050 Happy Hollow Rd., Fayetteville, AR 72701
- iv. Fire Station #4: 3385 Plainview Ave., Fayetteville, AR 72701
- v. Fire Station #5: 2979 N. Crossover Rd., Fayetteville, AR 72701
- vi. Fire Station #6: 900 S. Hollywood Ave., Fayetteville, AR 72701
- vii. Fire Station #7: 835 N. Ruppel Rd., Fayetteville, AR 72701
- viii. Fire Marshal Office: 833 N. Crossover Rd., Fayetteville, AR 72701
- i. **Project I:** City Hall, Engineering/Planning, and Building Maintenance Access Control System (to be purchased and installed in within approximately 24-36 months of contract award)
 - a. Addresses include:
 - i. City Hall: 113 W. Mountain, Fayetteville, AR 72701
 - ii. Engineering/Planning: 125 W. Mountain, Fayetteville, AR 72701
 - iii. Building Maintenance: 115 S. Church Ave., Fayetteville, AR 72701
- j. **Project J:** Water/Sewer Operations and Wastewater treatment plant facilities Access Control System (to be purchased and installed in within approximately 24-36 months of contract award)
 - a. Address: 2435 S. Industrial Dr., Fayetteville, AR 72701

6.) DETAILED PRICING: The City of Fayetteville is requires pricing to be submitted from each Proposer in the form provided in this RFP. Schedule time frames presented are subject to budget approval. Sales taxes shall NOT be included in pricing provided to the City. The City is not a tax exempt entity. Prices shall have taxes applied at the time of invoice for all taxable items.

- a. Schedule A: These projects are anticipated to have a Notice to Proceed issued as soon as possible after contract award. Pricing shall be provided based on the definitions provided below. Pricing for schedule A shall include all labor, materials, shipping, warranty, and complete installation for all services specified in this RFP. **Sales tax shall not be included in pricing but will apply upon invoicing.** The City of Fayetteville is not a sales tax exempt entity.
- b. Schedule B: These projects are anticipated to have a Notice to Proceed issued within 3-6 months after contract award. Pricing shall be provided based on the definitions provided below.
- c. Schedule C: These projects are anticipated to have a Notice to Proceed issued within 12-24 months after contract award. Pricing shall be provided based on the definitions provided below.
- d. Schedule D: These projects are anticipated to have a Notice to Proceed issued within 24-36 months after contract award. Pricing shall be provided based on the definitions provided below.
- e. Schedule E: Schedule E shall apply to Schedule B, C, and D ONLY. However, this schedule may also apply to Schedule A only in the event of pre-approved changes in scope of work varied from what is listed in this RFP.

7.) PRICING DEFINITIONS: The following terms shall apply to this RFP, including but not limited to the City's Proposal Pricing Form (included with this RFP). Sales taxes shall NOT be included in pricing provided to the City. The City is not a tax exempt entity. Prices shall have taxes applied at the time of invoice for all taxable items.

- a. Total Turn Key Price: Complete Pricing based on provided specifications for the location.
- b. Percent (%) Discount off of MSRP for additional items outside of spec:
- c. Hourly Installation Rate – Primary Installer (per hour):
- d. Hourly Installation Rate – Assistant Installer (per hour):

- e. **Mark Up Percentage (%):** Mark up percentages shall only apply to applicable Schedules, as defined in the section above. The mark up percentage shall be added to the Proposers cost for the actual materials only for items not presented on the MSRP retail sheet.
- f. **MSRP (Retail Pricing), *Manufacturer's Suggested Retail Price*:** Pricing shall be provided on a MSRP sheet by each Proposer for all major core items needed for the overall system for all locations. The Proposer shall provide a current MSRP schedule/information with proposal. The Proposal Pricing Form provided to the City by each Proposer shall include a percentage off MSRP (% discount) the Proposer will provide to the City.
- g. **Invoicing:** Invoicing to the City shall be detailed, clear, and easily auditable in relation to the pricing submitted on the Proposal Pricing Form.

8.) SPECIFIC SCOPES OF WORK:

a. **PROJECT A: Police Department Access Control**

- i. Proposer shall expand CITY'S S2 Access Control System to add the capability of a total of twenty-six (26) doors to the system; however, this RFP only includes installation of twenty-five (25) doors.
- ii. Removal of existing system. The City shall retain all parts removed of the existing system. All existing system hardware shall remain the property of the City of Fayetteville.
- iii. An electric door strike shall be installed on each of the existing access doors except for two door locations which will receive an electromagnetic lock (Main Police Station Upstairs and exterior door at the Downtown Legacy Building). All other door locations shall be installed with a mortised electric strike and face plate, with the exception of the Records door at the Main Police Station which will be installed with a surface mount electric strike due to the different door opening hardware on this door. A PIR motion device shall be installed on the opposite side of the door from the card reader, to allow for proper door status reporting when any person exits through the door from the inside. The electric door strike shall allow for free egress from the inside through the door by turning a lever handle and pushing the door open. The two doors with mag locks shall have an exit button to push to exit through those doors. The PIR device shall signal and unlock the door when someone approaches it from the inside as a backup to the exit button in case of any mechanical failure.
- iv. This Scope of Work includes the addition of the following access controlled doors:
 - 1. Capability of up to twenty (20) doors at the Main Police Station location and only providing installation on nineteen (19) with proximity card readers.
 - a. Proposer shall install two (2) new 8-door controllers and two (2) new 2-door controllers. This shall allow the connection of interior doors, the upstairs outside door, leaving two (2) additional doors for future expansion on the new controllers.
 - b. Main station upstairs west exterior door shall include installation of a electromagnetic lock and no electric door strike.
 - 2. Up to two (2) doors at the Downtown Legacy Building remote site. Proposer shall install one (1) new 2-door controller.
 - a. Installation shall be made on the existing exterior door and have the capability of adding one (1) additional door/reader.
 - b. This exterior door has a concrete wall construction around the door. Awarded Proposer shall run conduit, install lock with an interior Exit Button. Door strike shall not be installed on this door.
 - c. Exterior door of this location shall include installation of a electromagnetic lock and no electric door strike.
 - 3. Up to two (2) doors at the Washington Regional Medical Center remote site. Proposer shall install one (1) new 2-door controller.

- a. Installation shall be made on the existing interior door and have the capability of adding one (1) additional door/reader.
4. Up to two (2) future additional doors at the Northwest Arkansas Mall/COP Office remote site.
 - a. Install one (1) 2-door controller for future door expansion of up to two (2) doors.
- vi. Proposal shall include installation of Door Control Panels in the computer room location and shall be connected to the network. The new door controllers shall have a dedicated power supply and a 12 VDC backup battery. Each door strike, mag lock, exit button and PIR device shall be powered separately from the controllers and the power supply for these units will be installed by the new controllers. The CITY shall be responsible for providing PROPOSER with AC power at the Door Control locations. S2 controllers shall be installed at each CITY site listed herein. Proposal shall provide for the integration to the PD fire alarm panel.
- vii. Changing-out/Replacing Existing Schlage Door Locking Systems
 1. The replacement of the Schlage door locking systems including door handles/latches, key pads and cover plates shall be performed by a licensed locksmith. PROPOSER shall remove all eighteen (18) of the existing door locking mechanisms and replace them with new locking Lever Handles and Cover Plates. Replacement door hardware must match and conform to the design of the existing doors to the satisfaction of the CITY.
 2. All removed items from the current Schlage locking door system shall become the property of the City of Fayetteville.
- v. Proposer shall provide all equipment and materials as specified herein and all labor and services required for the Expansion of the existing S2 Access Control system and Changing-out/Replacing the existing Schlage door locking systems for the Fayetteville Police Department (CITY). The City of Fayetteville Police Department is located at 100-A W. Rock Street in Fayetteville, Arkansas. This Scope of Work includes three remote site locations, including police offices at the Dickson Street Legacy Building, Washington Regional Medical Center and the Northwest Arkansas Mall. CONTRACTOR will deliver the project mechanically complete and ready for commissioning in accordance with the drawings, specifications, and this Scope of Work document.
- vi. Proposer shall be an existing Access Control Dealer/ Integrator for a minimum of three (3) years in the access control and security industry.
- vii. The replacement of the current Schlage door locking systems including door handles/latches, key pads and cover plates shall be performed by a licensed locksmith. Replacement door hardware shall match and conform to the aesthetics and design of the doors to the satisfaction of the City of Fayetteville.
- viii. Proposer in strict accordance with this Scope of Work document, exhibits, and the documents and clarifications referenced hereunder, shall furnish all qualified labor, supervision, management, materials (both permanent and consumable), QA/QC (both testing and reporting), all administrative functions, construction and transportation equipment, construction tools, material handling and control, all safety equipment, first-aid, medical support and emergency services, progress/quantity/cost and schedule reporting, insurance, and each item of expense necessary to perform the complete S2 System Expansion and Changing-out/Replacing the existing Schlage door locking systems installation on a non-exclusive, all inclusive lump sum basis. The WORK shall be performed in accordance with the latest applicable industry standards and codes, the specifications, and drawings provided under this Scope of Work, and to the full and complete satisfaction of the CITY.
- ix. Proposer shall provide all staff functions such as document control, material receiving and control, safety, quality assurance, job progress reporting, cost and schedule control, project turnover, etc.
- x. Proposer shall submit a preliminary installation schedule along with manpower loading plans, an equipment schedule and an indirect overhead personnel schedule with proposal. CITY and PROPOSER shall review such schedule and determine mutually agreeable dates for PROPOSER deliverables, which will effectively support the execution of the WORK. A detailed schedule incorporating agreed dates shall be submitted within two weeks of contract award.

- xi. The jobsite work schedule will be Monday-Friday, 5 days per week, from 8:00 AM – 4:30 PM. Proposer may propose other work schedules as appropriate to meet the schedule objectives, or as deemed necessary to man the project.
- xii. Proposer shall only work when allowed by the City of Fayetteville via prior authorization.
- xiii. PROPOSER shall furnish all equipment necessary to; receive, inspect, transport, load and unload PROPOSER supplied materials to and from the material staging area(s).
- xiv. Security and liability shall not be provided by CITY for materials/equipment left unattended.
- xv. PROPOSER shall furnish all permanent materials required to complete the expansion of the Access Control System and Changing-out/Replacing the existing Schlage door locking systems portion of this project except as specifically noted in this scope. Materials to be furnished by PROPOSER shall be provided in accordance with the specifications listed throughout this scope and include but not be limited to, all:
 - 1. Conduit and accessories, non-plenum wire, cable, fittings and accessories for interior and exterior wire pulls including low voltage wiring.
 - 2. Wire and cable in quantities, types, and required sizes to connect all of the required equipment. Wiring will be concealed and properly cable managed.
 - 3. Miscellaneous mounting hardware for all devices and supports.
 - 4. All consumable items such as tape, tie-wraps, Velcro, wire markers, wire nuts, etc.
 - 5. All Access Control Software and multi-user licensing.
 - 6. Provide all Access Control door hardware including, but not limited to 1200 lb. electromagnetic locks, mortised electric door strikes and face plates, surface mount door strikes, door controllers, request-to-exit buttons, PIRs, card readers, recessed door contact switches. Controllers must each have their own power supply and battery backup. PROPOSER shall utilize brands approved by CITY.
 - 7. Interface boards and equipment/material for TCP/IP Communications between all door controllers over the network.
 - 8. Door handles/latches, key pads and cover plates to replace existing Schlage systems.

b. Solid Waste and Recycling

i. Video Surveillance

- 1. Provide S2 NetVR Video Server(s) to support up to 24 cameras
- 2. Install Bosch Starlight cameras with mounts and IR Illuminators to 3 existing light poles around the Recycling drop-off
- 3. Run Outdoor Cat5e and IR Illuminator power wire in existing conduit to the 3 camera locations.
- 4. Install Conduit from pull box to the center pole for the third camera.
- 5. Install camera near main gate for the purpose of capturing license plate numbers. Will need conduit from a nearby pull box and cat5e/illuminator wire from main control box.
- 6. Bosch Starlight Dome Camera with mount installed on light pole overlooking dumpsters at the Legacy Building
- 7. Install three Bosch Starlight cameras with mounts and IR illuminators at the North Street drop off location.
- 8. Install two Bosch Starlight cameras with mounts and IR illuminators at the Compost Facility.
- 9. Install two Bosch Starlight cameras with mounts and IR illuminators at the Solid Waste truck locations.

ii. Access Control

- 1. Install 6 door Network Node to replace existing continental access panels in the security room.
- 2. Install 24V power supply.
- 3. Add reader and mag lock to security room door.

4. Provide licensing and other necessary equipment for Badging.
5. Install Proximity Reader at existing gate and provide pricing for additional future gates.
6. Install all cabling required for gate control.
7. Installation of 2 door Network node and all necessary door hardware for full access control at the Legacy building dumpster location.
8. Installation of 2 door Network node and all necessary door hardware for full access control at the Compost facility.
9. Provide all cabling needed for system and cameras.
10. City will provide POE switch.
11. City will provide 110 AC power.

c. Airport Gates and Badging

- i. Provide door controller(s) for terminal, fuel farm, and man gates located at and around the airport administration building. Utilize existing cabling, card readers, gate actuators, and enclosures.
- ii. Connect existing reader to existing S2 controller located at the Ernest Lancaster gate.
- iii. Provide Licensing for Badging
- iv. Provide Licensing for integration with existing Exacq Vision DVR and Panasonic cameras.
- v. Migrate existing badges and users to the new system.

d. Central Access Control System Upgrades:

- i. For the City's access control system, only S2 solutions will be considered as provided by proposal
- ii. Licensing required for Database Partitioning to separate out Police Department and City Users as well as other divisions where applicable.
- iii. Licensing required to cover the number of doors being added to the system.
- iv. Upon satisfactory on-line operation of the system hardware and firmware, the entire installation including all subsystems shall be inspected to the satisfaction of the City. PROPOSER shall perform all tests, furnish all test equipment and consumable supplies necessary and perform any work as required to establish performance levels for the system in accordance with the specifications. Each device shall be tested as a working component of the completed system. All system controls shall be inspected for proper operation/response.

e. Shop/Fleet Cameras

- i. Install 3 fixed Bosch Starlight Dome Cameras with mounts to monitor designated areas.
- ii. Install 2 PTZ Bosch Dome Camera for monitoring.
- iii. All Cameras will be recorded on the NetVR located at the Solid Waste Facility.
- iv. Furnish and install all cat5e cabling required to connect cameras. POE switch provided by the City.

f. Parks Cameras and Access Control

- i. Video Surveillance
 1. Install 2 Cameras to monitor designated areas
 2. Cameras will be recorded on the NetVR located at the Solid Waste Facility.
 3. Furnish and install Cat5e cabling required to connect cameras to the network. POE switch provided by the City.
- ii. Access Control
 1. Provide Network Node, cabling, readers, and all required door hardware for the 4 outside doors located on each side of the building.
 2. Installation of 24V power supply.

g. Animal Shelter Cameras and Access Control

- i. Video Surveillance
 1. Install 2 Bosch Starlight Dome cameras with audio in the front office to monitor the 2 customer counters.
 2. Install wide angle Bosch Starlight Dome Camera above rear outside door to monitor clinic and Kennel.
 3. All Cameras will be recorded on the NetVR located at the Solid Waste Facility.

4. Provide and install all cabling necessary to connect cameras to the network. (POE Switch will be provided by City)
- ii. Access Control
 1. Provide network node, cabling, readers, and all required door hardware for 4 outside doors. These include the front doors to the clinic, kennel, and main office as well as the back door to the main office.
 2. Install 24V Power supply.
- h. **Department Access Control System**
 - i. Replace all Schlage reader/door locks with applicable door controllers, readers, cabling, and misc. hardware necessary at all Fire Stations (total of 7) and the Fire Marshal's Office (single location).
 - ii. Migrate existing users and fob information.
- i. **City Hall and Surrounding buildings Access Control System**
 - i. Replace all Schlage reader/door locks with applicable door controllers, readers, cabling, and misc. hardware necessary at City Hall, Planning/Engineering, and Building Maintenance facilities.
- j. **Water/Sewer Operations Access Control System**
 - i. Replace existing Hirsch door controllers utilizing all existing electric strikes, cabling, and readers at the Water/Sewer Operations facilities and the 2 wastewater treatment plants.
 - ii. Configure badging and migrate all existing users to the new system.

9.) WARRANTY: All Proposers shall provide standard manufacturer's warranty on all products installed. Proposers shall provide information with proposal pertaining to all warranty descriptions. Warranty will be a considering factor in evaluation.

10.)EXPERIENCE:

- a. Personnel:
 - i. **Staff:** The Proposer shall provide a description of staff and work force that will be assigned to effectively facilitate the requirements of this project. Description provided shall include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities.
 - ii. **Resumes:** The Proposer shall provide maximum one-page resumes of key personnel intended to be utilized for this project. One-page resumes do not count towards page restrictions outlined in this RFP. Resumes shall include, at a minimum:
 - Position Title
 - Tenure with Proposer
 - Manufacturers certification for equipment service & repair (by model)
 - Experience
 - Other related information
- b. Company:
 - i. **Experience:** Proposer shall provide a detailed description of similar city and/or county projects or contracts that currently use the proposed system, completed and/or presently provided during the past five (5) years. Provide complete contact information, name, address, phone and emails for all references.
 - ii. **Company Principals:** Provide a brief biographic overview of the Company's key principals.
 - iii. **Capabilities:** Proposer shall provide a description of limitations relative to facilities, staff personnel, on-going projects/ contracts, etc. Specifically, provide in RFP response what priority will be placed on this project.

11.)COMPANY ORGANIZATION:

- a. **Primary Business:** Proposers shall describe company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.

- b. **Company History:** Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.
- c. **Overview:** It is the City's intent to evaluate the proposals based on technical merit and price and to choose the Proposer whose proposal provides the highest value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City's opinion, such rejection is in the best interests of the City.
- d. **Evaluation Method:** Each proposal will be reviewed by a team of qualified individuals. Their proposal review and evaluation will be subjective; however, the weighting values are established to minimize subjectivity. The following delineates the value attributed to each section.

12.)IMPLEMENTATION:

- a. Onsite training shall include:
 - i. Two (2) general users from the City
 - ii. Up to four (4) system administrators to manage the system operation and configuration and set up users.
- b. The company selected shall provide 24/7 support with a maximum of 30 minute call back time after hours.

13.)CONTRACT FORMATION:

- a. If the negotiation produces mutual agreement, the draft contract as a part of this package will be constructed and forwarded to the Fayetteville City Council for approval. If negotiations with the highest ranking Proposer fail, negotiations shall be initiated with the next highest ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

14.)PROPOSAL CONTENT:

- a. Proposals should be prepared simply and economically, providing a straight forward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes.

15.)TERM OF CONTRACT:

- a. The initial term of the contract shall be for a period of one (1) year, starting with the date approved by the Fayetteville City Council. The contract shall be renewable by mutual consent, at a mutually agreed fee on an annual basis thereafter for four (4) additional years, for a total contract term of five (5) years. The contract may be terminated by either party by giving the other party written notice of such intent not less than sixty (60) days prior to the effective date of the termination. In the event of termination, claims for compensation owed the consultant by the City shall be limited to verifiable services rendered.

16.)DEMONSTRATION & ORAL PRESENTATION:

- a. Following the evaluation of the proposals, the Selection Committee may request that the top ranking firms make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.
- b. A demonstration of the system may be required before a final decision is made. The purchasing agent will schedule all demonstrations.

17.) SELECTION CRITERIA:

SELECTION CRITERIA: The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score their proposal. Each proposal submitted is not required to be ranked by the selection committee; however, all proposals will be evaluated. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee.

- 1) 25% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, must be listed with information on their organization.
- 2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement your staff. This section of the evaluation criteria includes the amount of work presently underway for your firm; please present this in submittal.
- 3) 20% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing each phase of work. Include with this the amount of work presently underway. The Firm's ability and commitment to complete the project in the timeframe outlined by the City will also be taken into consideration. Evaluation of Integration into existing systems will also be a deciding factor.
- 4) 15% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 15% **Price:** Complete pricing to the City for all services described herein. The City shall pay an annual base fee. Annual fees shall not be dictated by subscribers. There shall be no additional "per user" charges.

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION D: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

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

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

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

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

1. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION E: Signature Submittal

1. Disclosure Information

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

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

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

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

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

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

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. PRICE BID:

Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive.

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

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

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

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

NAME: _____

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION F: Proposal Pricing Form

All Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive.

All Proposers shall submit an MSRP sheet for all system components. Failure to submit the required MSRP retail pricing could result in your proposal being rejected as non-responsive.

Schedule A: Projects to be completed immediately upon contract award.					
		<i>i</i>	<i>ii</i>	<i>iii</i>	<i>iv</i>
Item#	Location	Total Turn Key Price*	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
A1	Police Department	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A2	Solid Waste & Recycling	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A3	Airport	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A4	Central Access Control System Upgrades	\$ _____			
*Pricing Definitions					
*(i) <u>Total Turn-Key Pricing</u> : Complete Pricing based on provided specifications for the location.					
*(ii) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.					
*(iii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> : Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
*(iv) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					

Schedule B: To be purchased and installed within 3-6 months of contract award				
Item#	Location	I	II	III
		% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
B1	City Shop / Fleet	_____ % off	\$_____ per hour	\$_____ per hour
B2	Parks & Recreations	_____ % off	\$_____ per hour	\$_____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec:</u> Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour):</u> Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour):</u> Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule C: To be purchased and installed within 12-24 months of contract award				
Item#	Location	I	II	III
		% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
C1	Animal Shelter	_____ % off	\$_____ per hour	\$_____ per hour
C2	Fire Stations (7 locations) and Fire Marshall Office (1 location)	_____ % off	\$_____ per hour	\$_____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec:</u> Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour):</u> Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour):</u> Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule E: Miscellaneous Items for installation (for items not listed on MSRP)		
Item#	Description	Mark Up Percentage*
E1	Material (Cost plus %): Materials cost from \$000-\$100.	_____ %
E2	Material (Cost plus %): Materials cost from \$101-\$500	_____ %
E3	Material (Cost plus %): Materials cost from \$501-\$1000	_____ %
E4	Material (Cost plus %): Materials cost from \$1001-\$5000	_____ %
E5	Material (Cost plus %): Materials cost from \$5001 and up	_____ %
*Pricing Definitions		
* <u>Mark Up Percentage</u> : Awarded proposer's cost of material plus the mark up percentage provided. This schedule shall be used for miscellaneous items not listed on the provided MSRP discount. This schedule shall only apply to Schedule A in the event the City adds scope of work outside of the provided specifications.		

This form includes Schedules A – E
END OF FORM

RFP 13-11, Addendum 4



Date: Monday, August 12, 2013

To: All Prospective Vendors

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

RE: RFP 13-11, Access Control and Security System

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

- **RFP 13-11 has the following modifications and clarifications listed below:**

1. **Modification on Section F: Proposal Pricing Form**

- a. All Proposers shall include licensing badging in items A5 and A6, respectively.

- i. **Reference Pricing Proposal Form issued with Addendum 3; Line Item A5 is hereby modified to read:** Licensing and badging costs for upgrading from 16 to 64 portals.

- ii. **Reference Pricing Proposal Form issued with Addendum 3; Line Item A5 is hereby modified to read:** Licensing and badging costs for upgrading from 16 to 128 portals.

2. Proposers are required to send only one copy of MSRP retail pricing sheets. Proposal submittal requirements are modified to the following:

- a. All Proposers shall submit ten (10) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device; **however, Proposers only need submit one (1) hard copy of any MSRP retail pricing sheets. Current MSRP retail pricing sheets shall be included in the electronic copy.** The use of Adobe PDF documents is strongly recommended. Files contained on the electronic media shall not be restricted against saving or printing. The electronic copy shall include an electronic replica of all papers submitted. Electronic copies shall not be submitted via e-mail.

RFP 13-11, Addendum 3



Date: Thursday, August 08, 2013

To: All Prospective Vendors

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

RE: RFP 13-11, Access Control and Security System

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

- **RFP 13-11 has the following modifications and clarifications listed below:**

1. **Section F: Proposal Pricing Form is hereby replaced and attached.** All Proposers shall use the revised pricing forms **provided in Addendum 3**. Failure to correctly submit accurate pricing forms can result in Proposal rejection.
2. Revision of the Proposal Pricing Form includes the following changes:
 - a. Line A1 for Police Department: **Portal Licensing removed**; PRICE PROPOSED FOR LINE ITEM A1 SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING.
 - b. Line A2 for Solid Waste: **Portal Licensing removed**; PRICE PROPOSED FOR LINE ITEM A2 SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING.
 - c. Line A3 for Airport: **Portal Licensing removed, add Feature Licenses**; PRICE PROPOSED FOR LINE ITEM A3 SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING.
 - d. **Line A5 added: Licensing cost for upgrading from 16 to 64 portals.** The City will evaluate portal needs and make a decision on which package to purchase. The City intends to purchase Line A5 or Line A6.
 - e. **Line A6 added: Licensing cost for upgrading from 16 to 128 portals.** The City will evaluate portal needs and make a decision on which package to purchase. The City intends to purchase Line A5 or Line A6.

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION F: Proposal Pricing Form – Revised per Addendum 3

All Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive. All Proposers shall submit an MSRP sheet for all system components. Failure to submit the required MSRP retail pricing could result in your proposal being rejected as non-responsive.

State of Arkansas Contractors License Number: _____

Schedule A: Projects to be completed immediately upon contract award.					
Proposal Pricing Form, Addendum 3					
Item#	Location	Total Turn Key Price*	% Discount off MSRP for Additional Items outside of spec**	Hourly Installation Rate - Primary Installer (per hour)***	Hourly Installation Rate - Installation Assistant (per hour)****
A1	Police Department, all 4 locations: (including but not limited to all hardware, installation, configuration, partitioning, training, 5% bid bond, 100% performance and payment bond, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A2	Solid Waste & Recycling: (including but not limited to all hardware, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A3	Airport: (including but not limited to all hardware, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, Feature Licenses, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A4	SUM OF ITEMS A1, A2, AND A3	\$ _____	5% BID BOND SHALL BE SUBMITTED WITH PROPOSAL BASED ON PRICE IN ITEM A4 (SUM OF ITEMS A1, A2, & A3)		
A5	Licensing cost for upgrading from 16 to 64 portals:	\$ _____ PRICING FOR UPGRADING FROM 16 TO 64 PORTALS			
A6	Licensing cost for upgrading from 16 to 128 portals:	\$ _____ PRICING FOR UPGRADING FROM 16 TO 128 PORTALS			
*Pricing Definitions					
*(i) Total Turn-Key Pricing: Complete Pricing based on provided specifications for the location. Five (5) percent Bid Bond shall be submitted for Item A4 (the sum total cost of Item A1, A2, and A3)					
**(ii) Discount off MSRP for Additional Items outside of spec: Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.					
*** (iii) Hourly Installation Rate - Primary Installer (per hour): Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
**** (iv) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
**** (iv) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					

Schedule B: To be purchased and installed within 3-6 months of contract award				
Proposal Pricing Form, Addendum 3				
		i	ii	iii
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
B1	City Shop / Fleet	_____ % off	\$_____ per hour	\$_____ per hour
B2	Parks & Recreations	_____ % off	\$_____ per hour	\$_____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec:</u> Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule C: To be purchased and installed within 12-24 months of contract award				
Proposal Pricing Form, Addendum 3				
		i	ii	iii
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
C1	Animal Shelter	_____ % off	\$_____ per hour	\$_____ per hour
C2	Fire Stations (7 locations) and Fire Marshall Office (1 location)	_____ % off	\$_____ per hour	\$_____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec:</u> Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule D: To be purchased and installed within 24-60 months of contract award				
Proposal Pricing Form, Addendum 3				
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
D1	City Hall, Engineering/Planning, and Building Maintenance	_____ % off	\$_____ per hour	\$_____ per hour
D2	Water & Sewer Operations	_____ % off	\$_____ per hour	\$_____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> : Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule E: Miscellaneous Items for installation (for items not listed on MSRP)		
Proposal Pricing Form, Addendum 3		
Item#	Description	Mark Up Percentage*
E1	Material (Cost plus %): Materials cost from \$000-\$100	_____ %
E2	Material (Cost plus %): Materials cost from \$101-\$500	_____ %
E3	Material (Cost plus %): Materials cost from \$501-\$1000	_____ %
E4	Material (Cost plus %): Materials cost from \$1001-\$5000	_____ %
E5	Material (Cost plus %): Materials cost from \$5001 and up	_____ %
*Pricing Definitions		
* <u>Mark Up Percentage</u> : Awarded proposer's cost of material plus the mark up percentage provided per project location. This schedule shall be used for miscellaneous items not listed on the provided MSRP discount. This schedule shall only apply to Schedule A in the event the City adds scope of work outside of the provided specifications. Awarded proposer shall provide the City with a materials listing showing separate mark up percentage added. Material listings are subject to verification and audit by the City.		

END OF ADDENDUM 3 – REVISED SECTION F

RFP 13-11, Addendum 2



Date: Wednesday, August 07, 2013

To: All Prospective Vendors

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

RE: RFP 13-11, Access Control and Security System

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

• **RFP 13-11 has the following modifications and clarifications listed below:**

1. **Section F: Proposal Pricing Form is hereby replaced with the included revised Section F.** All Proposers shall use the revised pricing forms provided in this Addendum. Failure to use correct pricing forms will result in Proposal rejection.
2. All Proposers shall be licensed by the State of Arkansas Contractor Licensing Board at time of bid. Proposals from unlicensed entities shall not be accepted or considered.
3. The following insurance shall be required of the awarded Proposer within ten (10) calendar days of an issued Notice to Proceed. Certificates of insurance are not required to respond with the RFP; however, the requirements are being provided so that all Proposers have a clear understanding what will be required with a contract award. Certificate of Insurance shall list the City as an additional insured.
 - a. Worker's Compensation, Statutory amount
 - b. General Automotive Insurance
 - c. General Liability Insurance – minimum \$500,000
4. Any individual project exceeding \$75,000 will be subject to wage rates determined by the Arkansas Department of Labor.
5. Each proposal shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. Bid bond shall be based on **Item A4 (totaled by the sum of Item A1, A2 and A3).**
6. A one hundred percent (100%) performance and payment bond is required with contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bids.
 - a. The price of required 100% performance and payment bond shall be included in the Total Turn Key Price listed in Schedule A1, A2 and A3.
 - b. For projects not applicable to Schedule A, the awarded Proposer shall provide a 100% performance and payment bond for any additional project exceeding \$20,000 for Schedule B, C, and D. The City shall pay actual cost for bonds to Proposer. Proposer shall not add a mark up or fee in addition to the cost of the 100% performance and payment bond.
7. The **awarded Proposer** shall be subject to the following for all Police Department locations:

- a. All on-site persons will be required to sign a Vendor Confidentiality Agreement.
 - b. Vendor Confidentiality Agreement shall be signed on-site at the Fayetteville Police Department.
 - c. All on-site persons will be required to present a valid picture ID prior to signing such agreement.
8. The City of Fayetteville currently has S2 NetBox Extreme, licensed for 16 portals. Currently, 7 of these portals are in use. Remaining unused portals shall not be applied to locations listed in Schedule A.
- a. The remaining unused portals shall not be used or considered when determining licensing needs for Schedule A. Each location listed in Schedule A shall include all portal licensing needed for the complete project.
 - b. The City does not anticipate a need to upgrade to an S2 NetBox Enterprise level of licensing.
9. S2 equipment and software, or equal as determined by the City, shall be used. In the event a Proposer provides pricing for items other than S2 and such equipment is deemed not equal, such Proposer shall not be allowed to revise their Proposal.
10. Any conduit needed shall be the responsibility of the City of Fayetteville.
11. City shall retain ownership of all removed hardware.
12. The City desires to record HD quality for a minimum of two weeks. System shall be capable of recording audio as well.
13. The City of Fayetteville intends to re-use existing fobs. Proposer shall not include pricing for fobs in proposal.
14. Multi-class readers shall be installed for all locations on all doors specified.
15. Proposer shall be responsible for connecting the new access control and security system with the existing City fire alarm system in accordance with fire code. Proposer shall coordinate with the City on testing the integration of the access control system with the existing fire alarm system.
16. The City intends to re-use existing strikes and mag locks on all specified doors? Proposers do not include pricing for replacing these items. In the event a strike or a mag lock needs to be replaced, this will be handled via pre-approved change order.
17. All Proposers shall include replacement of cabling between doors and controllers.
18. Installing door reader on wall using surface mount conduit is allowed on locations where door frame is solid concrete. Door readers can be wall mounted at other locations with flush mount to the door frame or adjacent wall.
19. At the Police Department, main location, two evidence room doors shall be identically keyed separate from all other Police Department doors.
20. Grade 1 commercial product replacement required on all hardware replacements.
21. Electric strike shall be installed on all Schlage equipped doors.
22. Proposer shall not include pricing for door closure installation on any doors. In the event the City desires a closure to be installed, this will be handled post-bid via pre-approved change order.
23. Police Department Mall location currently has electric strikes and re-usable existing door hardware. Both the Legacy and WRMC locations for the Police Department have Schlage door locks which will require replacement.
24. Pricing shall include base door configuration for each specified door.
25. Proposers are responsible for field verifying existing conditions.

26. Proposers can assume compatibility for existing Airport badging system. In the event existing badging system is not compatible, the City will be responsible for providing compatible equipment.
27. Awarded Proposer shall provide the City with a materials listing showing separate mark up percentage added. Material listings are subject to verification and audit by the City.
28. The City intends to award a single contract to one Proposer resulting from this RFP.
29. The City reserves the right to award additional projects on an as-needed basis. Pricing for additional as-needed projects shall be determined by the number of months past the contract award date in relation to the pricing schedules submitted.
30. Proposer shall be responsible for all permits required. Any permit issued by the City of Fayetteville will have permit fees waived; however, actual permit process shall still be completed.
31. Section G is hereby added via this addendum. Section G is a draft contract to be signed with the City by the selected Proposer/Vendor.

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION F: Proposal Pricing Form – Revised per Addendum 2

All Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive.

All Proposers shall submit an MSRP sheet for all system components. Failure to submit the required MSRP retail pricing could result in your proposal being rejected as non-responsive.

State of Arkansas Contractors License Number: _____

Schedule A: Projects to be completed immediately upon contract award.					
Proposal Pricing Form, Addendum 2					
		<i>i</i>	<i>ii</i>	<i>iii</i>	<i>iv</i>
Item#	Location	Total Turn Key Price*	% Discount off MSRP for Additional Items outside of spec**	Hourly Installation Rate - Primary Installer (per hour)***	Hourly Installation Rate - Installation Assistant (per hour)****
A1	Police Department, all 4 locations: (including but not limited to all hardware, additional required licensing, installation, configuration, partitioning, training, 5% bid bond, 100% performance and payment bond, etc.)	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A2	Solid Waste & Recycling: (including but not limited to all hardware, additional required licensing, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, etc.)	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A3	Airport: (including but not limited to all hardware, additional required licensing, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, etc.)	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A4	SUM OF ITEMS A1, A2, AND A3	\$ _____	5% BID BOND SHALL BE SUBMITTED WITH PROPOSAL BASED ON PRICE IN ITEM A4 (SUM OF ITEMS A1, A2, & A3)		
*Pricing Definitions					
*(i) Total Turn-Key Pricing: Complete Pricing based on provided specifications for the location. Five (5) percent Bid Bond shall be submitted for Item A4 (the sum total cost of Item A1, A2, and A3)					
**(ii) Discount off MSRP for Additional Items outside of spec: Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.					
***(iii) Hourly Installation Rate - Primary Installer (per hour): Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
****(iv) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
***** (iv) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					

Schedule B: To be purchased and installed within 3-6 months of contract award				
Proposal Pricing Form, Addendum 2				
		I	II	III
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
B1	City Shop / Fleet	_____ % off	\$ _____ per hour	\$ _____ per hour
B2	Parks & Recreations	_____ % off	\$ _____ per hour	\$ _____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> : Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule C: To be purchased and installed within 12-24 months of contract award				
Proposal Pricing Form, Addendum 2				
		I	II	III
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
C1	Animal Shelter	_____ % off	\$ _____ per hour	\$ _____ per hour
C2	Fire Stations (7 locations) and Fire Marshall Office (1 location)	_____ % off	\$ _____ per hour	\$ _____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> : Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule D: To be purchased and installed within 24-60 months of contract award				
Proposal Pricing Form, Addendum 2				
Item#	Location	I	II	III
		% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
D1	City Hall, Engineering/Planning, and Building Maintenance	_____ % off	\$ _____ per hour	\$ _____ per hour
D2	Water & Sewer Operations	_____ % off	\$ _____ per hour	\$ _____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> : Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule E: Miscellaneous Items for installation (for items not listed on MSRP)		
Proposal Pricing Form, Addendum 2		
Item#	Description	Mark Up Percentage*
E1	Material (Cost plus %): Materials cost from \$000-\$100	_____ %
E2	Material (Cost plus %): Materials cost from \$101-\$500	_____ %
E3	Material (Cost plus %): Materials cost from \$501-\$1000	_____ %
E4	Material (Cost plus %): Materials cost from \$1001-\$5000	_____ %
E5	Material (Cost plus %): Materials cost from \$5001 and up	_____ %
*Pricing Definitions		
* <u>Mark Up Percentage</u> : Awarded proposer's cost of material plus the mark up percentage provided per project location. This schedule shall be used for miscellaneous items not listed on the provided MSRP discount. This schedule shall only apply to Schedule A in the event the City adds scope of work outside of the provided specifications. Awarded proposer shall provide the City with a materials listing showing separate mark up percentage added. Material listings are subject to verification and audit by the City.		

END OF REVISED SECTION F

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION G: Draft Contract

CONTRACT

Reference: RFP 13-11, Access Control and Security System

Awarded Vendor: VENDOR NAME

Term: 1 year with 4 automatic renewal options

This contract executed this _____ day of _____, 2031, between the **City of Fayetteville, Arkansas**, and VENDOR NAME. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. VENDOR NAME at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items per RFP 13-11 as stated in VENDOR NAME proposal, and in accordance with specifications attached hereto and made a part hereof under RFP 13-11.
2. The City of Fayetteville shall pay VENDOR NAME based on its proposal form in pricing as shown in RFP response and attached to this contract. Payments will be made after approval and acceptance of work, submission of detailed invoice, and submission of certified payroll. Payments will be made within a maximum 30 days after acceptance of invoice. VENDOR NAME agrees to make detailed invoicing related documentation available to the City upon request (for example, during a post-award audit), including but not limited to actual cost of material, etc.
3. It is explicitly understood and agreed to by VENDOR NAME and the City of Fayetteville that the total amount of funding that the City of Fayetteville may use for this and four other similar contracts must be pre-approved by the Fayetteville City Council for all individual projects exceeding \$20,000.00. The City will order any work to be done by VENDOR NAME by issuing a Purchase Order for such work or project which shall be the City's assurance that sufficient funds remain to pay for such work or project. **VENDOR NAME shall not start work on any project unless and until it receives the City's Purchase Order for such work or project.**
4. The Contract documents which comprise this contract between the City of Fayetteville and VENDOR NAME consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Request for Proposal identified RFP 13-11 with all addendums, specifications & conditions.
 - B. VENDOR NAME proposal response, including mark up on materials and hourly rates.
5. These Contract documents constitute the entire agreement between the City of Fayetteville and VENDOR NAME and may be modified only by a duly executed written instrument signed by the City of Fayetteville and VENDOR NAME.
6. VENDOR NAME shall not assign its duties under the terms of this agreement.
7. VENDOR NAME agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
 - a. **Arkansas Department of Labor Prevailing Wage Rates** - VENDOR NAME agrees to pay wage rates issued by the Arkansas Department of Labor for all projects exceeding \$75,000.
8. VENDOR NAME shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, VENDOR NAME shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person injured.
\$1,000,000 for each accident.

Property Damage Liability

\$500,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by **VENDOR NAME**

9. **VENDOR NAME** to furnish proof of licensure and permits as required by all local and state agencies.
10. This contract may be terminated without penalty by the City of Fayetteville or **VENDOR NAME** with sixty (60) days written notice.
11. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
12. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

**VENDOR
NAME**

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____

LIONELD JORDAN, Mayor

Printed Name & Title

ATTEST:

ATTEST:

Company Secretary

Sondra Smith, City Clerk

Business Address

Date Signed: _____

City, State & Zip Code

Date Signed: _____

RFP 13-11, Addendum 1



Date: Tuesday, August 06, 2013

To: All Prospective Vendors

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

RE: RFP 13-11, Access Control and Security System

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

- **RFP 13-11 has the following modifications and clarifications listed below:**

1. The deadline to submit a proposal in reference to this RFP has been extended. All proposals are due **before Friday, August 16, 2013 before 2:00 PM**, local time.
2. The City is planning on issuing Addendum 2 this week with clarifications and modifications from the pre-proposal conference held last week.
3. Attached is a copy of the sign-in sheet from the pre-proposal conference held on Wednesday, July 31, 2013.



City of Fayetteville
Attendance Sheet

BID/RFP/RFQ # RFP 13-11, Access Control Security System

Description: Pre-Proposal Conference

Function (circle one) : Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 07 / 31 / 13

Time: 10:00 AM

City staff e-mail includes "@ci.fayetteville.ar.us"

	Name	Company	Title	Phone	Email
1	<u>Jeff Cooper</u>	✓ <u>FED-PRO</u>	<u>Security Inspector</u>	<u>918 746 4969</u>	<u>JCooper@FederalProtection</u>
2	<u>Rick Beilfuss</u>	<u>Arkansas Security</u>	<u>SP Manager</u>	<u>479-935-9911</u>	<u>cctv@arksswaaalarm.com</u>
3	<u>GREG POWELL</u>	<u>ROYAL COMMUNICATIONS</u>	<u>Security Sales ENG.</u>	<u>479-725-0444</u>	<u>gpowell@royalc.net</u>
4	<u>Kevin Murray</u>	<u>Fire</u>	<u>Asst. Chief</u>	<u>718-7632</u>	<u>kmurray@ci.fayetteville.ar.us</u>
5	<u>Kenny Yates</u>	<u>POLICE</u>	<u>Admin Capt.</u>	<u>587-3500</u>	<u>kyates@ci.fayetteville.ar.us</u>
6	<u>Chris Doughty</u>	✓ <u>IT COF</u>	<u>Network Engineer</u>	<u>575-8706</u>	<u>cdoughty@fayetteville-ar.gov</u>
7	<u>Tyler Burroughs</u>	✓ <u>Master-Tech Electronics, Inc</u>	<u>Financial Officer</u>	<u>918-352-1746 Brandon Logan</u>	<u>blogan@mastertechok.com</u>
8	<u>Eric Watts</u>	✓ <u>Advanced Cabling</u>	<u>Estimator</u>	<u>479-866-7222</u>	<u>ewatts@advanced</u>
9	<u>TERRY COLLINS</u>	✓ <u>AV DESIGN CONSULTANTS</u>	<u>Sales/Design</u>	<u>479-865-2201</u>	<u>T.collins@AVDesign.com</u>
10	<u>DAN HOBBS</u>	✓ <u>DVS</u>	<u>VP</u>	<u>918-557-6531</u>	<u>dhobbs@datavideosystems.com</u>
11	<u>DALE JOHNSON</u>	<u>Guard Tronic, Inc</u>	<u>Sales Consultant</u>	<u>479-245-2110</u>	<u>dale@guardtronic.com</u>
12	<u>Andrea Foren</u>	✓ <u>City of Fayetteville</u>	<u>Purchasing Agent</u>	<u>479-575-8220</u>	<u>aforen@ci.</u>
13					
14					
15	✓ <u>Solid Waste @ 2:00 pm</u>				
16					
17					
18					
19					
20					



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

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 13-11, Access Control and Security System

DEADLINE: Friday, August 09, 2013 before 2:00:00 PM, local time

Pre-Proposal Conference: Wednesday, July 31, 2013 at 10:00 AM – Room 326

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

PURCHASING AGENT: Andrea Foren, CPPB, CPPO, aforen@ci.fayetteville.ar.us

DATE OF ISSUE AND ADVERTISEMENT: Friday, July 19, 2013

REQUEST FOR PROPOSAL **RFP 13-11, Access Control and Security System**

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

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

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

Name of Firm: Royal Communications, Inc.

Contact Person: Greg Powell Title: Sales Manager

E-Mail: gpowell@royalc.net Phone: 501-978-7492

Business Address: 1086 Athens Ave. Ste.N

City: Bethel Heights State: AR Zip: 72764

Signature:  U.P. Date: 8/15/2013

4. PRICE BID:

Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive.

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

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

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

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

NAME: Michael Fleharty

COMPANY: Royal Communications, Inc.

PHYSICAL ADDRESS: 1086 Athens Ave. Ste. N Bethel Heights, AR 72764

MAILING ADDRESS: P.O. box 475 Alexander, AR 72002

PHONE: 479-725-0444 FAX: 479-419-9478

E-MAIL: mfleharty@royalc.net

SIGNATURE: Michael Fleharty

TITLE: Vice President

DATE: 8/15/2013

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION D: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Royal Communications, Inc.

NUMBER OF YEARS IN BUSINESS: 12 HOW LONG IN PRESENT LOCATION: 9

TOTAL NUMBER OF CURRENT EMPLOYEES: 24 FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 5 FULL TIME _____ PART TIME _____

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

1. Benton County
COMPANY NAME

Bentonville, AR 72712
CITY, STATE, ZIP

Will Hanna
CONTACT PERSON

479-616-4347
TELEPHONE

479-271-5788
FAX NUMBER

whanna@co.benton.ar.us
E-MAIL ADDRESS

2. Saline County Circuit Court
COMPANY NAME

Bryant, AR 72019
CITY, STATE, ZIP

Judge Stephanie Casady
CONTACT PERSON

501-943-0440
TELEPHONE

501-943-0853
FAX NUMBER

stephaniecasady@gmail.com
E-MAIL ADDRESS

3. Benton County Sheriff
COMPANY NAME

Bentonville, AR 72712
CITY, STATE, ZIP

Byron Frischman
CONTACT PERSON

479-271-5780
TELEPHONE

479-271-5744
FAX NUMBER

E-MAIL ADDRESS

4. Bryant Police Department
COMPANY NAME

Bryant, AR 72019
CITY, STATE, ZIP

Chief Mark Kizer
CONTACT PERSON

501-847-0292
TELEPHONE

501-847-0293
FAX NUMBER

mkizer@cityofbryant.com
E-MAIL ADDRESS

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION F: Proposal Pricing Form – Revised per Addendum 3

All Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive. All Proposers shall submit an MSRP sheet for all system components. Failure to submit the required MSRP retail pricing could result in your proposal being rejected as non-responsive.

State of Arkansas Contractors License Number: 0150920514

Schedule A: Projects to be completed immediately upon contract award.					
Proposal Pricing Form, Addendum 3					
Item#	Location	Total Turn Key Price*	% Discount off MSRP for Additional Items outside of spec**	Hourly Installation Rate - Primary Installer (per hour)***	Hourly Installation Rate - Installation Assistant (per hour)****
A1	Police Department, all 4 locations: (including but not limited to all hardware, installation, configuration, partitioning, training, 5% bid bond, 100% performance and payment bond, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ <u>61,629.00</u>	<u>36</u> % off	\$ <u>45.00</u> per hour	\$ <u>45.00</u> per hour
A2	Solid Waste & Recycling: (including but not limited to all hardware, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ <u>44,851.00</u>	<u>36</u> % off	\$ <u>45.00</u> per hour	\$ <u>45.00</u> per hour
A3	Airport: (including but not limited to all hardware, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, Feature Licenses, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ <u>7,904.00</u>	<u>36</u> % off	\$ <u>45.00</u> per hour	\$ <u>45.00</u> per hour
A4	SUM OF ITEMS A1, A2, AND A3	\$ <u>108,894.00</u>	5% BID BOND SHALL BE SUBMITTED WITH PROPOSAL BASED ON PRICE IN ITEM A4 (SUM OF ITEMS A1, A2, & A3)		
A5	Licensing cost for upgrading from 16 to 64 portals:	\$ <u>7,186.00</u> PRICING FOR UPGRADING FROM 16 TO 64 PORTALS			
A6	Licensing cost for upgrading from 16 to 128 portals:	\$ <u>14,372.00</u> PRICING FOR UPGRADING FROM 16 TO 128 PORTALS			
*Pricing Definitions					
*(i) Total Turn-Key Pricing: Complete Pricing based on provided specifications for the location. Five (5) percent Bid Bond shall be submitted for item A4 (the sum total cost of item A1, A2, and A3)					
**(ii) Discount off MSRP for Additional Items outside of spec: Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.					
***(iii) Hourly Installation Rate - Primary Installer (per hour): Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
****(iv) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
***** (v) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					

Schedule B: To be purchased and installed within 3-6 months of contract award				
Proposal Pricing Form, Addendum 3				
Item#	Location	I	II	III
		% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
B1	City Shop / Fleet	36 % off	\$ 45.00 per hour	\$ 45.00 per hour
B2	Parks & Recreations	36 % off	\$ 45.00 per hour	\$ 45.00 per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec:</u> Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule C: To be purchased and installed within 12-24 months of contract award				
Proposal Pricing Form, Addendum 3				
Item#	Location	I	II	III
		% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
C1	Animal Shelter	36 % off	\$ 45.00 per hour	\$ 45.00 per hour
C2	Fire Stations (7 locations) and Fire Marshall Office (1 location)	36 % off	\$ 45.00 per hour	\$ 45.00 per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec:</u> Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule D: To be purchased and installed within 24-60 months of contract award				
Proposal Pricing Form, Addendum 3				
Schedule D	Item#	Location	i % Discount off MSRP for Additional Items outside of spec*	ii Hourly Installation Rate - Primary Installer (per hour)*
	D1	City Hall, Engineering/Planning, and Building Maintenance	36 % off	\$ 45.00 per hour
	D2	Water & Sewer Operations	36 % off	\$ 45.00 per hour
*Pricing Definitions				
*(i) Discount off MSRP for Additional Items outside of spec: Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) Hourly Installation Rate - Primary Installer (per hour) Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) Hourly Installation Rate - Installation Assistant (per hour) Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule E: Miscellaneous Items for Installation (for items not listed on MSRP)		
Proposal Pricing Form, Addendum 3		
Schedule E	Item#	Description
	E1	Material (Cost plus %): Materials cost from \$000-\$100
	E2	Material (Cost plus %): Materials cost from \$101-\$500
	E3	Material (Cost plus %): Materials cost from \$501-\$1000
	E4	Material (Cost plus %): Materials cost from \$1001-\$5000
	E5	Material (Cost plus %): Materials cost from \$5001 and up
*Pricing Definitions		
*Mark Up Percentage: Awarded proposer's cost of material plus the mark up percentage provided per project location. This schedule shall be used for miscellaneous items not listed on the provided MSRP discount. This schedule shall only apply to Schedule A in the event the City adds scope of work outside of the provided specifications. Awarded proposer shall provide the City with a materials listing showing separate mark up percentage added. Material listings are subject to verification and audit by the City.		

END OF ADDENDUM 3 – REVISED SECTION F

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Royal Communications, Inc.

_____ as Principal, hereinafter called the Principal,

and the Granite Re, Inc.

of 14001 Quailbrook Drive, Oklahoma City, Oklahoma, a corporation duly organized under
the laws of the State of Oklahoma, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fayetteville, Arkansas as Obligee, hereinafter called the Obligee,
in the sum of Five Percent of Amount of Bid

Dollars (\$ 5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFP #13-11, Access Control & Security System

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

Signed and sealed this 16th day of August, 2013

Donna Flaherty
Witness

Royal Communications, Inc. (Seal)
Principal
Michael Flaherty V.P.
Title

Judy Schaggen
Witness

Granite Re, Inc.
By Pamela K. Hays
Pamela K. Hays Attorney-in-Fact

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

BENSON A. CASHION; MATTHEW K. CASHION, JR.; WILLIAM H. GRIFFIN; CYNTHIA L. TRICKEY; PAMELA K. HAYS; JUDY SCHOGGEN; NICK W. PETERS; JAMES R. RAMSAY its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

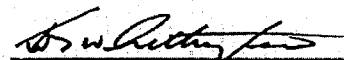
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

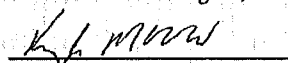
BENSON A. CASHION; MATTHEW K. CASHION, JR.; WILLIAM H. GRIFFIN; CYNTHIA L. TRICKEY; PAMELA K. HAYS; JUDY SCHOGGEN; NICK W. PETERS; JAMES R. RAMSAY may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 19th day of July, 2012.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 19th day of July, 2012, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2013
Commission #: 01013257




Kathleen E. Carlson
Notary Public

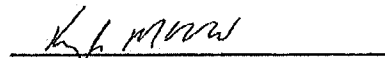
GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
16th day of August, 2013.




Kyle P. McDonald, Secretary/Treasurer

Structured Cabling * Fiber * Fire * CCV * Access Control * Burglar Alarm * Monitoring * Maintenance * Inspections



1086 Athens Ave. Suite N
Bethel Heights, AR 72764
PH: 479-725-0444 FX: 501-978-7493

RFP 13-11 Access Control and Security System

1A. Narrative – Royal Communications wishes to use our substantial industry experience to install the necessary labor and materials to satisfy the specifications and expectations set forth in the General terms and conditions of the referenced RFP. Through our training of the specified S2 access control platform, as well as, our overall experience installing several different brands of access control, we are very qualified to serve the needs of Fayetteville and the demands of this RFP. Our level of experience and local man power will allow us to achieve a timely and efficient installation.

1B. Experience – Royal Communications has been installing and servicing Access Control, Structured Cabling, Fire Alarm and Security customers for over 12 years. The lead technicians we intend to utilize for this installation are as follows:

- Joseph Shirley – 8 years of lead technician experience with Royal Communications. Experience includes service and installation of DSX, GE, Honeywell and S2 access control as well as certification on Siemon, Commscope and Systimax structured cabling systems and Fire alarm and Security installations and Inspections.
- Gregory Powell – 12 years of experience in the Security and Surveillance industry with the last 6 years with Royal Communications. Certified in S2, DSX, Keri Eclipse access control platforms as well as Avigilon, Exacq and Video Insight Video Management systems.

1C. Executive Summary –

- Willie Godwin – President
- Mike Fleharty – Vice President
- Robert Evatt – General Manager
- Donna Fleharty - Chief Operations officer
- Craig Weston – Chief Estimator
- Gregory Powell – Sales manager

1i. Reference list (in addition to the 4 required)

- Washington Regional Medical Center – Fayetteville, AR – Kendrick Williams 479-463-7920: Access Control, Nurse Call installations and service.
- University of Arkansas – Housing – Steve Smith 479-387-2972: Access Control, Surveillance and Data Cabling service and installations.

Structured Cabling * Fiber * Fire * CCV * Access Control * Burglar Alarm * Monitoring * Maintenance * Inspections

- Veterans Administration – Fayetteville – Jeff Gray Tri-systems 479-774-2826: Access Control and Structured Cabling installations.
- Jones Trust – Springdale – Mike Gilbert 479-756-8090: Access Control, Fire Alarm and Structured Cabling installations.

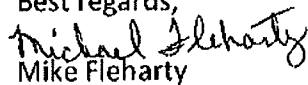
Schedule of MSRP

- Von Duprin 5100 Series Electric Door Strike: \$242.00 ea.
- HID RP40 Multi-class card reader: \$340.00 ea.
- Honeywell PIR REX black or white: \$160.00 ea.
- Securitron VM1200DB 1200lb. Mag Lock: \$278.00 ea.
- S2 – 2 Door Network Node: \$2478.00 ea.
- S2 – 4 Door Network Node: \$3294.00 ea.
- S2 – 8 Door Network Node: \$4932.00 ea.
- S2 – 16 portal license expansion: \$2420.00 ea.

Any other negotiated MSRP prices will gladly be provided as identified.

Please see the Royal Communications Proposal Sheet for our standard proposal. We are very appreciative for the opportunity to participate in this RFP. We look forward to working with the staff for the City of Fayetteville in the future.

Best regards,


Mike Fleharty

Structured Cabling * Fiber * Fire * CCV * Access Control * Burglar Alarm * Monitoring * Maintenance * Inspections



1086 Athens Ave Suite N
Bethel Heights, AR 72764
PH: 479-725-0444 FX: 501-978-7493

Proposal RFP 13-11

Police Department Access Control: Install S2 Network Node Door Controllers per specifications in the Scope of work utilizing HID RP40 Multi-Class Readers, Von Duprin 5100 series electric door strikes, Securitron VM1200DB 1200lb. maglocks (where indicated in specs.) and Honeywell PIR REX in white or black. Remove old Locknetics locking hardware and replace with Sargent Mortise Storage Room type lock and lever sets with Décor Covers to hide any old penetrations. All Power supplies, Batteries, Cable, connectors etc. are included for a turnkey solution. Provide programming of existing S2 and Training per specifications:

Total: \$61,629.00

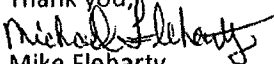
Solid Waste and Recycling: Install (1) S2-NETVR-4TB-16 Video Server & S2-NETVR-8C with support for 24 cameras and Bosch Starlight IP cameras and IR Illuminators at locations specified. Power supplies are provided for IR Illuminators. Conduit is excluded per addendum 2. All Category 5 cabling and power cabling for Illuminators is included. Install S2-NN-E6R-WM Network Node door controller and necessary power supply 24VAC. Add HID Multi Class Reader with VM1200DB 1200lb. maglock to Security Room Door. Provide S2-NN-E2R-WM controller for Compost Facility with necessary locking hardware. All Power supplies, Batteries, Cable, connectors etc. are included.

Total: \$44,851.00

Airport Access Control : Provide S2-NN-E8R-WM Network Node Door Controllers, Exacq Vision NVR integration to S2 system. Point of Connection to existing access control equipment. Supply any misc. power supplies, connectors etc. to complete the integration of the old system to the new S2.

Total: \$7,904.00

Please contact me if you have any questions.

Thank you,

Mike Fleharty

City Council Agenda Items
and
Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date
Agenda Items Only

Chris Doughty

IT

Finance and Internal Services

Submitted By

Division

Department

Action Required:

A resolution awarding the purchase of an access control system for the first three phases, per RFP 13-11, including the (1) Fayetteville Police Department for \$61,629, (2) Solid Waste and Recycling Division for \$44,851, and (3) Airport for \$7,904 to Royal Communications, Inc. in addition to a project contingency in the amount of 10% and associated portal cost for each department. (10% Project contingency adds the following: Police \$6,162.90; Solid Waste \$4,485.10; Airport \$790.40).

\$ 71,235.00
\$ 50,833.10
\$ 8,694.40

Cost of this request

\$ 157,611.00
\$ 50,834.00
\$ -

Category / Project Budget

PD Federal Forfeitures
Solid Waste
D810 - Aviation

Program Category / Project Name

1010.2920.5801.00
5500.5080.5801.00
5550.3960.5801.00

Account Number

\$ 24,934.94
\$ -
\$ -

Funds Used to Date

Forfeitures
Solid Waste
Airport Capital Exp

Program / Project Category Name

33046.6001
13030.6001
13030.6001

Project Number

\$ 132,676.06
\$ 50,834.00
\$ -

Remaining Balance

General
Solid Waste Fund
Airport

Fund Name

Budgeted Item ☐Budget Adjustment Attached ☒

Paul A. Belin
Department Director

10-18-2013

Date

Previous Ordinance or Resolution #

City Attorney

10-21-13

Date

Original Contract Date:

Original Contract Number:

Paul A. Belin
Finance and Internal Services Director

10-21-2013

Date

Received in City
Clerk's Office

10-13-13 P04:35 RCVD

Paul A. Belin for Don Marr
Chief of Staff

10-22-2013

Date

Received in
Mayor's Office

Mayor

10/22/13

Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan & Fayetteville City Council

Thru: Paul A. Becker, Finance and Internal Services Director **PAB**.

From: Chris Doughty, Systems Engineer

Date: Friday, October 18, 2013

Subject: RFP 13-11, Access Control and Security System – Phases 1-3

PROPOSAL:

It is the desire of the City to begin moving toward the goal of having a single access control and security platform for all facilities. The City solicited competitive proposals from firms, via RFP 13-11, capable of providing a S2 system, with the capability of expanding and incorporating all city facilities. This new access control and security system has the features and interoperability desired for this type of system and provides integration into the existing systems currently owned by the City.

The City advertised, requesting proposals from firms capable of providing the access control and security system in July. Proposals were received in August 2013. A total of three firms responded. The selection committee voted in favor of recommending a contract to Royal Communications, Inc.

RECOMMENDATION:

This resolution will approve the first three phases of work, which includes new or added access control and security system at the Fayetteville Police Department (multiple locations), Solid Waste & Recycling Division, and the Airport. The new S2 system will give these departments increased security and flexibility for access control and security needs.

This item does not include portal charges; however, portal charges will be paid in the amount of \$7,186 which will be divided up among multiple departments and divisions based on their needs for an access control and security system.

BUDGET IMPACT:

A combined budget adjustment is included to cover expenses for the Police Department, Solid Waste and Recycling, Airport, and Building Maintenance (Building Maintenance for portal expenses only).

City of Fayetteville, Arkansas RFP 13-11, Access Control & Security System Cost Allocation Summary: Phases 1-3						
Phase	Location	Base Price per RFP	Total Portal Cost	Contingency (10% of base price)	Base price w/10% Cont. (with contingency, no portals)	Maximum Cost (Base + Cont + Portals)
1	Police Department	\$ 61,629.00	\$ 3,443.10	\$ 6,162.90	\$ 67,791.90	\$ 71,235.00
2	Solid Waste & Recycling	\$ 44,851.00	\$ 1,497.00	\$ 4,485.10	\$ 49,336.10	\$ 50,833.10
3	Airport	\$ 7,904.00	\$ -	\$ 790.40	\$ 8,694.40	\$ 8,694.40
N/A	Building Maintenance (portals only)	\$ -	\$ 2,245.90	\$ -	\$ -	\$ 2,245.90

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FIRST THREE PHASES OF RFP #13-11 WITH ROYAL COMMUNICATIONS, INC. FOR ACCESS CONTROL SYSTEM INSTALLATION FOR THE POLICE DEPARTMENT, SOLID WASTE AND RECYCLING AND FAYETTEVILLE EXECUTIVE AIRPORT-DRAKE FIELD, AUTHORIZING A TEN PERCENT (10%) PROJECT CONTINGENCY, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the first three phases of RFP #13-11 with Royal Communications, Inc. for access control system installation for the Police Department, Solid Waste and Recycling and Fayetteville Executive Airport-Drake Field, and further authorizes a ten percent (10%) project contingency.

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 5th day of November, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 10
RFP 13-11, Access Control and
Security System Phases 1-3
Legistar Page 4 of 22

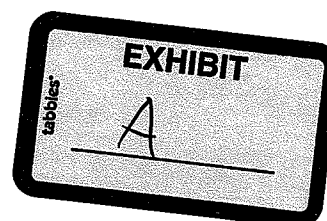
Budget Year 2013	Division: Finance Director Department: Finance Director	Request Date 11/5/2013	Adjustment Number
----------------------------	--	----------------------------------	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

To provide for an access control and camera monitoring software upgrade as part of the overall security system upgrades project across City Divisions. The upgrade will change the existing software to the same as being proposed for other City departments so that any City employee security access device, such as those used by Police and Fire Departments may be authorized for access to the airport.

Requestor	Prepared By: Kevin Springer	Legistar: 2013-0126	Springer, Kevin 11/5/2013
Division Head	Budget & Research Use Only		
Budget Director	Type: A B C D E P	General Ledger Date	
	Posted to General Ledger	Initial	Date
	Checked / Verified	Initial	Date

TOTAL BUDGET ADJUSTMENT		8,695	8,695		
		Increase / (Decrease)			
Account Name	Account Number	Expense	Revenue	Project	Sub Number
Fixed assets	5550.3960.5801.00	E> 8,695	-	13030	. 6001
Fixed assets	5500.5080.5801.00	E> 50,834		13030	. 6001
Fixed assets	1010.2920.5801.00	E> 71,235		33046	. 6001
Fixed assets	4470.9470.5801.00	E> 2,246		02046	. 6001
				.	.
Use of fund balance	5550.0955.4999.99	RE	8,695	.	.
Solid Waste improvements	5500.5080.5816.00	E> (50,834)		07012	. 1
Vehicles and equipment	1010.2920.5802.00	E> (71,235)		33046	. 1
Building & grounds maint	4470.9470.5400.00	E> (2,246)		02046	. 1
				.	.





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

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 13-11, Access Control and Security System

DEADLINE: Friday, August 09, 2013 before 2:00:00 PM, local time

Pre-Proposal Conference: Wednesday, July 31, 2013 at 10:00 AM – Room 326

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

PURCHASING AGENT: Andrea Foren, CPPB, CPPO, aforen@ci.fayetteville.ar.us

DATE OF ISSUE AND ADVERTISEMENT: Friday, July 19, 2013

REQUEST FOR PROPOSAL **RFP 13-11, Access Control and Security System**

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

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

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

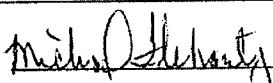
Name of Firm: Royal Communications, Inc.

Contact Person: Greg Powell Title: Sales Manager

E-Mail: gpowell@royalc.net Phone: 501-978-7492

Business Address: 1086 Athens Ave. Ste.N

City: Bethel Heights State: AR Zip: 72764

Signature:  V.P. Date: 8/15/2013

4. PRICE BID:

Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive.

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

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

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

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

NAME: Michael Fleharty

COMPANY: Royal Communications, Inc.

PHYSICAL ADDRESS: 1086 Athens Ave. Ste. N Bethel Heights, AR 72764

MAILING ADDRESS: P.O. box 475 Alexander, AR 72002

PHONE: 479-725-0444 FAX: 479-419-9478

E-MAIL: mfleharty@royalc.net

SIGNATURE: Michael Fleharty

TITLE: Vice President

DATE: 8/15/2013

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION D: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Royal Communications, Inc.

NUMBER OF YEARS IN BUSINESS: 12 HOW LONG IN PRESENT LOCATION: 9

TOTAL NUMBER OF CURRENT EMPLOYEES: 24 FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 5 FULL TIME _____ PART TIME _____

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

1. Benton County
COMPANY NAME

Bentonville, AR 72712
CITY, STATE, ZIP

Will Hanna
CONTACT PERSON

479-616-4347
TELEPHONE

479-271-5788
FAX NUMBER

whanna@co.benton.ar.us
E-MAIL ADDRESS

2. Saline County Circuit Court
COMPANY NAME

Bryant, AR 72019
CITY, STATE, ZIP

Judge Stephanie Casady
CONTACT PERSON

501-943-0440
TELEPHONE

501-943-0853
FAX NUMBER

stephaniecasady@gmail.com
E-MAIL ADDRESS

3. Benton County Sheriff
COMPANY NAME

Bentonville, AR 72712
CITY, STATE, ZIP

Byron Frischman
CONTACT PERSON

479-271-5780
TELEPHONE

479-271-5744
FAX NUMBER

E-MAIL ADDRESS

4. Bryant Police Department
COMPANY NAME

Bryant, AR 72019
CITY, STATE, ZIP

Chief Mark Kizer
CONTACT PERSON

501-847-0292
TELEPHONE

501-847-0293
FAX NUMBER

mkizer@cityofbryant.com
E-MAIL ADDRESS

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION F: Proposal Pricing Form – Revised per Addendum 3

All Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive. All Proposers shall submit an MSRP sheet for all system components. Failure to submit the required MSRP retail pricing could result in your proposal being rejected as non-responsive.

State of Arkansas Contractors License Number: 0150920514

Schedule A: Projects to be completed immediately upon contract award.					
Proposal Pricing Form, Addendum 3					
Item#	Location	Total Turn Key Price*	% Discount off MSRP for Additional Items outside of spec**	Hourly Installation Rate - Primary Installer (per hour)***	Hourly Installation Rate - Installation Assistant (per hour)****
A1	Police Department, all 4 locations: (including but not limited to all hardware, installation, configuration, partitioning, training, 5% bid bond, 100% performance and payment bond, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ <u>61,629.00</u>	<u>36</u> % off	\$ <u>45.00</u> per hour	\$ <u>45.00</u> per hour
A2	Solid Waste & Recycling: (including but not limited to all hardware, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ <u>44,851.00</u>	<u>36</u> % off	\$ <u>45.00</u> per hour	\$ <u>45.00</u> per hour
A3	Airport: (including but not limited to all hardware, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, Feature Licenses, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ <u>7,904.00</u>	<u>36</u> % off	\$ <u>45.00</u> per hour	\$ <u>45.00</u> per hour
A4	SUM OF ITEMS A1, A2, AND A3	\$ <u>108,894.00</u>	5% BID BOND SHALL BE SUBMITTED WITH PROPOSAL BASED ON PRICE IN ITEM A4 (SUM OF ITEMS A1, A2, & A3)		
A5	Licensing cost for upgrading from 16 to 64 portals:	\$ <u>7,186.00</u> PRICING FOR UPGRADING FROM 16 TO 64 PORTALS			
A6	Licensing cost for upgrading from 16 to 128 portals:	\$ <u>14,372.00</u> PRICING FOR UPGRADING FROM 16 TO 128 PORTALS			
*Pricing Definitions					
*(i) Total Turn-Key Pricing: Complete Pricing based on provided specifications for the location. Five (5) percent Bid Bond shall be submitted for Item A4 (the sum total cost of Item A1, A2, and A3)					
**(ii) Discount off MSRP for Additional Items outside of spec: Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.					
***(iii) Hourly Installation Rate - Primary Installer (per hour): Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
****(iv) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
****(iv) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					

Schedule B: To be purchased and installed within 3-6 months of contract award				
Proposal Pricing Form, Addendum 3				
Item#	Location	I	II	III
		% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
B1	City Shop / Fleet	36 % off	\$ 45.00 per hour	\$ 45.00 per hour
B2	Parks & Recreations	36 % off	\$ 45.00 per hour	\$ 45.00 per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec:</u> Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour):</u> Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour):</u> Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule C: To be purchased and installed within 12-24 months of contract award				
Proposal Pricing Form, Addendum 3				
Item#	Location	I	II	III
		% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
C1	Animal Shelter	36 % off	\$ 45.00 per hour	\$ 45.00 per hour
C2	Fire Stations (7 locations) and Fire Marshall Office (1 location)	36 % off	\$ 45.00 per hour	\$ 45.00 per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec:</u> Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour):</u> Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour):</u> Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule D: To be purchased and installed within 24-60 months of contract award				
Proposal Pricing Form, Addendum 3				
Schedule D	Item#	Location	i	ii
			% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*
				Hourly Installation Rate - Installation Assistant (per hour)*
	D1	City Hall, Engineering/Planning, and Building Maintenance	36 % off	\$ 45.00 per hour
	D2	Water & Sewer Operations	36 % off	\$ 45.00 per hour
*Pricing Definitions				
*(i) Discount off MSRP for Additional Items outside of spec: Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) Hourly Installation Rate - Primary Installer (per hour) Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) Hourly Installation Rate - Installation Assistant (per hour) Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule E: Miscellaneous Items for Installation (for items not listed on MSRP)		
Proposal Pricing Form, Addendum 3		
Schedule E	Item#	Description
		Mark Up Percentage*
	E1	Material (Cost plus %): Materials cost from \$000-\$100
	E2	Material (Cost plus %): Materials cost from \$101-\$500
	E3	Material (Cost plus %): Materials cost from \$501-\$1000
	E4	Material (Cost plus %): Materials cost from \$1001-\$5000
	E5	Material (Cost plus %): Materials cost from \$5001 and up
*Pricing Definitions		
*Mark Up Percentage: Awarded proposer's cost of material plus the mark up percentage provided per project location. This schedule shall be used for miscellaneous items not listed on the provided MSRP discount. This schedule shall only apply to Schedule A in the event the City adds scope of work outside of the provided specifications. Awarded proposer shall provide the City with a materials listing showing separate mark up percentage added. Material listings are subject to verification and audit by the City.		

END OF ADDENDUM 3 – REVISED SECTION F

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Royal Communications, Inc.

_____ as Principal, hereinafter called the Principal,

and the Granite Re, Inc.

of 14001 Quailbrook Drive, Oklahoma City, Oklahoma, a corporation duly organized under

the laws of the State of Oklahoma, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fayetteville, Arkansas as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of Amount of Bid

Dollars (\$ 5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFP #13-11, Access Control & Security System

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

Signed and sealed this 16th day of August, 2013

Danna Fleharty
Witness

Royal Communications, Inc. (Seal)
Principal
Michael Fleharty V.P.
Title

Judy Schaggen
Witness

Granite Re, Inc.
By Pamela K Hays
Pamela K. Hays Attorney-in-Fact

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

BENSON A. CASHION; MATTHEW K. CASHION, JR.; WILLIAM H. GRIFFIN; CYNTHIA L. TRICKEY; PAMELA K. HAYS; JUDY SCHOGGEN; NICK W. PETERS; JAMES R. RAMSAY its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

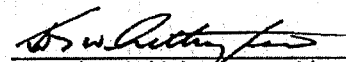
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

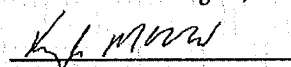
BENSON A. CASHION; MATTHEW K. CASHION, JR.; WILLIAM H. GRIFFIN; CYNTHIA L. TRICKEY; PAMELA K. HAYS; JUDY SCHOGGEN; NICK W. PETERS; JAMES R. RAMSAY may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 19th day of July, 2012.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 19th day of July, 2012, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2013
Commission #: 01013257




Kathleen E. Carlson
Notary Public

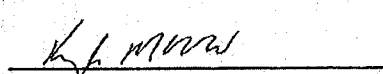
GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
16th day of August, 2013.




Kyle P. McDonald, Secretary/Treasurer

Structured Cabling * Fiber * Fire * CCV * Access Control * Burglar Alarm * Monitoring * Maintenance * Inspections



1086 Athens Ave. Suite N
Bethel Heights, AR 72764
PH: 479-725-0444 FX: 501-978-7493

RFP 13-11 Access Control and Security System

1A. Narrative – Royal Communications wishes to use our substantial industry experience to install the necessary labor and materials to satisfy the specifications and expectations set forth in the General terms and conditions of the referenced RFP. Through our training of the specified S2 access control platform, as well as, our overall experience installing several different brands of access control, we are very qualified to serve the needs of Fayetteville and the demands of this RFP. Our level of experience and local man power will allow us to achieve a timely and efficient installation.

1B. Experience – Royal Communications has been installing and servicing Access Control, Structured Cabling, Fire Alarm and Security customers for over 12 years. The lead technicians we intend to utilize for this installation are as follows:

- Joseph Shirley – 8 years of lead technician experience with Royal Communications. Experience includes service and installation of DSX, GE, Honeywell and S2 access control as well as certification on Siemon, Commscope and Systimax structured cabling systems and Fire alarm and Security installations and Inspections.
- Gregory Powell – 12 years of experience in the Security and Surveillance industry with the last 6 years with Royal Communications. Certified in S2, DSX, Keri Eclipse access control platforms as well as Avigilon, Exacq and Video Insight Video Management systems.

1C. Executive Summary –

- Willie Godwin – President
- Mike Fleharty – Vice President
- Robert Evatt – General Manager
- Donna Fleharty - Chief Operations officer
- Craig Weston – Chief Estimator
- Gregory Powell – Sales manager

1i. Reference list (in addition to the 4 required)

- Washington Regional Medical Center – Fayetteville, AR – Kendrick Williams 479-463-7920: Access Control, Nurse Call installations and service.
- University of Arkansas – Housing – Steve Smith 479-387-2972: Access Control, Surveillance and Data Cabling service and installations.

Structured Cabling * Fiber * Fire * CCV * Access Control * Burglar Alarm * Monitoring * Maintenance * Inspections

- Veterans Administration – Fayetteville – Jeff Gray Tri-systems 479-774-2826: Access Control and Structured Cabling installations.
- Jones Trust – Springdale – Mike Gilbert 479-756-8090: Access Control, Fire Alarm and Structured Cabling installations.

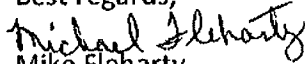
Schedule of MSRP

- Von Duprin 5100 Series Electric Door Strike: \$242.00 ea.
- HID RP40 Multi-class card reader: \$340.00 ea.
- Honeywell PIR REX black or white: \$160.00 ea.
- Securitron VM1200DB 1200lb. Mag Lock: \$278.00 ea.
- S2 – 2 Door Network Node: \$2478.00 ea.
- S2 – 4 Door Network Node: \$3294.00 ea.
- S2 – 8 Door Network Node: \$4932.00 ea.
- S2 – 16 portal license expansion: \$2420.00 ea.

Any other negotiated MSRP prices will gladly be provided as identified.

Please see the Royal Communications Proposal Sheet for our standard proposal. We are very appreciative for the opportunity to participate in this RFP. We look forward to working with the staff for the City of Fayetteville in the future.

Best regards,


Mike Fleharty

Structured Cabling * Fiber * Fire * CCV * Access Control * Burglar Alarm * Monitoring * Maintenance * Inspections



1086 Athens Ave Suite N
Bethel Heights, AR 72764
PH: 479-725-0444 FX: 501-978-7493

Proposal RFP 13-11

Police Department Access Control: Install S2 Network Node Door Controllers per specifications in the Scope of work utilizing HID RP40 Multi-Class Readers, Von Duprin 5100 series electric door strikes, Securitron VM1200DB 1200lb. maglocks (where indicated in specs.) and Honeywell PIR REX in white or black. Remove old Locknetics locking hardware and replace with Sargent Mortise Storage Room type lock and lever sets with Décor Covers to hide any old penetrations. All Power supplies, Batteries, Cable, connectors etc. are included for a turnkey solution. Provide programming of existing S2 and Training per specifications:

Total: \$61,629.00

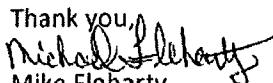
Solid Waste and Recycling: Install (1) S2-NETVR-4TB-16 Video Server & S2-NETVR-8C with support for 24 cameras and Bosch Starlight IP cameras and IR Illuminators at locations specified. Power supplies are provided for IR Illuminators. Conduit is excluded per addendum 2. All Category 5 cabling and power cabling for Illuminators is included. Install S2-NN-E6R-WM Network Node door controller and necessary power supply 24VAC. Add HID Multi Class Reader with VM1200DB 1200lb. maglock to Security Room Door. Provide S2-NN-E2R-WM controller for Compost Facility with necessary locking hardware. All Power supplies, Batteries, Cable, connectors etc. are included.

Total: \$44,851.00

Airport Access Control : Provide S2-NN-E8R-WM Network Node Door Controllers, Exacq Vision NVR integration to S2 system. Point of Connection to existing access control equipment. Supply any misc. power supplies, connectors etc. to complete the integration of the old system to the new S2.

Total: \$7,904.00

Please contact me if you have any questions.

Thank you,

Mike Fleharty

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. 10	
							P.O Number:	Expected Delivery Date: _____	
								Page 18 of 22	
Vendor #: 23815		Vendor Name: Royal Communications, Inc.					Mail Yes: _____ No: _____		
Address: PO Box 475						Fob Point:		Taxable Yes: _____ No: _____	
City: Alexander		State: AR		Zip Code: 72002		Ship to code:		Quotes Attached Yes: _____ No: _____	
Requester: Willie Newman						Requester's Employee #:		Divison Head Approval:	
						Extension:			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Access Control and Security System for Police Dept.	1	LOT	61,629.00	\$61,629.00	1010.2920.5801.00	33046.6001	N/A	To Be Determined
2									
3									
4									
5									
6									
7									
8									
9									
10									
*	Shipping/Handling		Lot		\$0.00				
Special Instructions: Per RFP 13-11, Access Control and Security System; Resolution# 13-XX							Subtotal: \$61,629.00 Tax: \$0.00 Total: \$61,629.00		
Approvals:									
Mayor: _____			Department Director: _____			Purchasing Manager: _____			
Finance & Internal Services Director: _____			Budget Manager: _____			IT Manager: _____			
Dispatch Manager: _____			Utilities Manager: _____			Other: _____			

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: _____		
							P.O Number: _____		Expected Delivery Date: _____		
									RFP 13-11, Access Control and Security System – Phases 1-3 Page 20 of 22		
Vendor #: 23815			Vendor Name: Royal Communications, Inc.				Mail Yes: _____ No: _____				
Address: PO Box 475						Fob Point: _____		Taxable Yes: _____ No: _____		Quotes Attached Yes: _____ No: _____	
City: Alexander			State: AR		Zip Code: 72002		Ship to code: _____		Division Head Approval: _____		
Requester: James Nicholson						Requester's Employee #: _____		Extension: _____			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers		Project/Subproject #	Inventory #	Fixed Asset #	
1	Access Control and Security System for Airport	1	LOT	7,904.00	\$7,904.00	5550.3960.5801.00		13030.6001	N/A	To Be Determined	
2											
3											
4											
5											
6											
7											
8											
9											
10											
*	Shipping/Handling		Lot		\$0.00						
Special Instructions: Per RFP 13-11, Access Control and Security System; Resolution# 13-XX							Subtotal: \$7,904.00 Tax: \$0.00 Total: \$7,904.00				
Approvals:											
Mayor: _____			Department Director: _____				Purchasing Manager: _____				
Finance & Internal Services Director: _____			Budget Manager: _____				IT Manager: _____				
Dispatch Manager: _____			Utilities Manager: _____				Other: _____				



City of Fayetteville, Arkansas

A. 10
RFP 13-11, Access Control and
Security System – Phases 1-3
113 West Mountain St. Page 21 of 22
Fayetteville, AR 72701
479-575-8330
TDD->479-521-1316

File Summary

File Number	Title	Current Status
2013-0126	Resolution	Draft

Introduced: 10/18/2013

Controlling Body: City Council

Meeting Date:

Department: Peggy Vice

Drafter: kspringer@fayetteville-ar.gov

City Council Agenda Items
and
Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date
Agenda Items Only

Peter Nierengarten

Submitted By

Division

Sustainability and Strategic Planning

Department

Action Required:

Approval of a grant agreement for the Energize NWA Grant from the Endeavor Foundation in the amount of \$39,940 and approval of budget adjustment to recognize this revenue. The grant funds will be used for construction of three bikeway routes linking the Razorback greenway with the University of Arkansas and Fayetteville Public Schools.

\$39,940

Cost of this request

\$

3,990,198.00

Category / Project Budget

Trail Development

Program Category / Project Name

4470.9470.5814.05

Account Number

\$

2,530,215.00

Trail Improvements

Program / Project Category Name

02016.1305

Project Number

\$

1,459,983.00

Remaining Balance

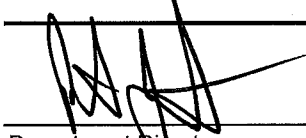
Sales Tax Cap. Imp.

Fund Name

Budgeted Item

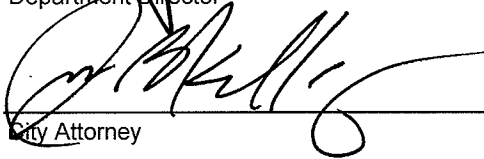
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Budget Adjustment Attached

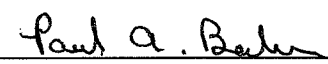
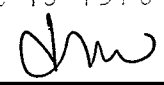
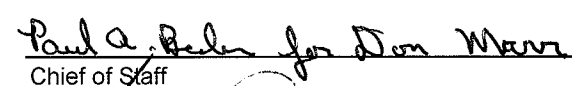
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 Department Director
10/18/13
Date

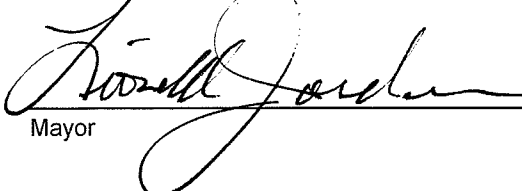
Previous Ordinance or Resolution #

Original Contract Date:


 City Attorney
10-18-13
Date

Original Contract Number:


 Finance and Internal Services Director
10-21-2013
Date
 Received in City 10-13-13 P01:55 RCVD
 Clerk's Office
 

 Chief of Staff
10-21-2013
Date
 Received in
 Mayor's Office


 Mayor
10/21/13
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff

From: Peter Nierengarten, Sustainability and Strategic Planning Director *PN*

CC: Matt Mihalevich, Trails Coordinator *MM*
Terry Gulley, Transportation Services Director

Date: October 15, 2013

Subject: Grant Agreement – Endeavor Foundation Energize NWA

RECOMMENDATION:

Staff requests approval of a grant agreement for the Energize NWA Grant from the Endeavor Foundation in the amount of \$39,940 and approval of budget adjustment to recognize this revenue. The grant funds will be used for construction of three bikeway routes linking the Razorback greenway with the University of Arkansas and Fayetteville Public Schools.

BACKGROUND:

The City of Fayetteville has made the expansion of alternative transportation infrastructure a top priority over the last decade. The Fayetteville Alternative Transportation and Trails Plan, initially adopted in 2004, illustrates a network of 100 miles of future multi-use trails and 160 miles of on-street linkages, of which over 44 miles have been built. The centerpiece of the trail system is the existing Scull Creek Trail / Razorback Greenway that bisects the city creating a linear north-south oriented trail backbone from south Fayetteville to the City of Johnson. The next step in connecting Fayetteville is creating east-west alternative transportation connections such as bikeways, bike lanes, spur trails and sidewalks that will link together residential neighborhoods, commercial areas, parks, schools and the University of Arkansas. This grant will fund three east-west oriented on-street bikeways delineated by sharrows on the pavement and through the installation of street signs. These bikeways will be instrumental in providing safe routes for the public to bicycle between a variety of land uses and activity centers.

The proposed bikeways are:

Poplar St. Bikeway - This proposed route, adjacent to Woodland Jr. High School, will be an on-street bikeway marked with sharrows that is 0.67 miles long and identified as the primary east to west connector between the Razorback Greenway and College Ave. corridors in a residential neighborhood. This bikeway also includes 400 feet of 8' wide trail that will connect between Gregg St. and Yates Ave.

Asbell Bikeway - This is proposed as an on-street bikeway marked with sharrows that is 2.17 miles long traversing the Asbell School neighborhood between Leverett Ave. and I-540.

Douglas St. Bikeway- This route will extend seven blocks along Douglas Street for approximately 0.47 miles to the intersection of Garland Ave. one block south of Leverett Elementary School. An existing 8' wide sidewalk along the west side of Garland Ave will connect the bikeway's western terminus to Leverett Elementary School.

DISCUSSION:

The Energize NWA Grant offers infrastructure project funding for qualifying projects with no matching funds necessary. The total project construction time frame is approximately 3 months, utilizing roughly 260 hours of staff and crew time for project management and installation, which can begin and be completed in the spring 2014.

BUDGET IMPACT:

The terms of this grant do not require a project match on the part of the City of Fayetteville. The Grant Agreement obligates the City to complete the work in a one year time frame. A budget adjustment accepting the grant revenue is attached.

RESOLUTION NO. _____

A RESOLUTION APPROVING ACCEPTANCE OF AN ENERGIZE NWA GRANT FROM THE ENDEAVOR FOUNDATION IN THE AMOUNT OF \$39,940.00 FOR THE CONSTRUCTION OF THREE BIKEWAY ROUTES LINKING THE RAZORBACK GREENWAY WITH THE UNIVERSITY OF ARKANSAS AND FAYETTEVILLE PUBLIC SCHOOLS, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves acceptance of an Energize NWA grant from the Endeavor Foundation in the amount of \$39,940.00 for construction of three bikeway routes linking the Razorback Greenway with the University of Arkansas and Fayetteville Public Schools.

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 5th day of November, 2013.

APPROVED:

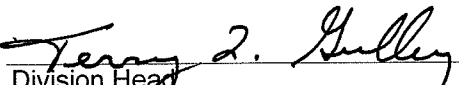
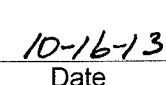
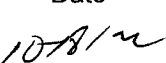
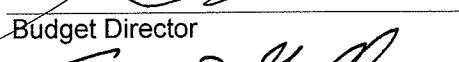
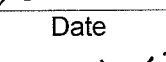
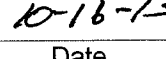
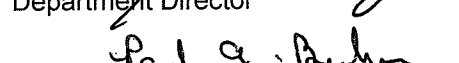
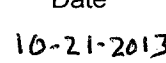
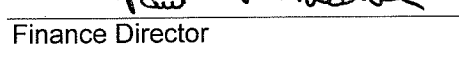
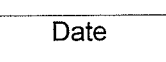
ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

V12.0724 A. 11
Energize NWA Grant
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

 Division Head	 10-16-13 Date
 Budget Director	 10/16/13 Date
 Department Director	 10-16-13 Date
 Finance Director	 10-21-2013 Date
 Chief of Staff	 10-22-2013 Date
 Mayor	 10/23/13 Date

Checked / Verified

Initial	Date
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EXHIBIT
A

ENDEAVOR *foundation*

October 16, 2013

Mr. Peter Nierengarten
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Grant Number: 20130279
Program Name: East-West bikeways

Dear Mr. Nierengarten:

On behalf of the Board of Directors of Endeavor Foundation (the "Foundation"), I am pleased to inform you that a grant in the amount of \$39,940 to the City of Fayetteville (the "Grantee") has been approved.

GRANT AGREEMENT

This grant is subject to the following terms and conditions:

PURPOSE:

The purpose of the grant is to provide support to the Grantee for the construction of the following three East-West bikeways: Poplar St. Bikeway, Asbell Bikeway, and Douglas St. Bikeway.

The grant is more fully described in Grantee's 2013 proposal. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

AMOUNT:

\$39,940 (thirty nine thousand nine hundred & forty dollars).

Grantee acknowledges that the Foundation and its representatives have made no promises of funding except for the amount and length of time specified in this letter.

PAYABLE:

This grant of \$39,940 shall be payable in November 2013 following receipt of signed grant agreement letter.

ACCOUNTING:

Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified below and for at least four years thereafter ("Maintenance Period"). Grantee shall maintain appropriate fiscal controls and audit trails of the expenditure of grant funds for the duration of the Maintenance Period. Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

REPORTING AND EVALUATION:

A formal report detailing key accomplishments and challenges with the 2013 grant will be due Monday, December 15, 2014, which is approximately 45 days after the one year grant period concludes. This final annual report is required and will need to be submitted before additional funding can be considered, if applicable. Should the application deadline for renewed funding be scheduled prior to December 15, 2014, a progress report will be required along with the new application for support. In addition to the narrative report, grantees will be required to submit an itemized financial accounting of the grant. Reporting format will be sent to grantee in advance of report deadline.

Informal, periodic updates to the foundation by email or phone are also encouraged, ***and any changes in the scope of the project or changes in personnel must be communicated in writing as they occur.***

REPRESENTATIONS:

Grantee represents and warrants to the Foundation that:

- A. Grantee is an organization in good standing, is either an organization described in 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
- B. In no event will Grantee use any grant funds:
 1. To carry on propaganda, or otherwise to attempt to influence legislation;
 2. To influence the outcome of any specific public election.
 3. To undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
- C. Grantee will comply with all applicable laws and regulations.

REPAYMENT:

The Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any grant funds, whether expended or not to the Foundation, if any of the following events occur:

- A. Grantee ceases to maintain its tax-exempt status as described in paragraph above;
- B. Grantee fails to comply with the terms of this letter;
- C. Grantee fails to maintain proper fiscal controls and audit trails regarding the expenditure of grant funds; or
- D. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

Grantee also agrees to return any and all unused grant dollars once the grant period is complete. Grant dollars may not be carried over from one grant year to another.

GRANT PUBLICITY:

The Foundation reserves the right to review and approve any and all publicity concerning the grant prior to release. Any information regarding the grant to be released to the general public should be approved in advance by Foundation staff. This requirement is not intended to prevent Grantee from informing members of its Board, other key personnel or potential donors of the grant. Listing the grant in Grantee's general publications in a manner consistent with other grants is permitted.

GRATUITIES:

The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any membership, commemorative items, recognition plaques or gratuities or benefits of any kind.

CONTACT:

For all communications regarding this grant, your point of contact at the Foundation shall be Jill Kaplan, VP Strategy and Communications, at 479-361-4624.

ACKNOWLEDGMENT AND AGREEMENT:

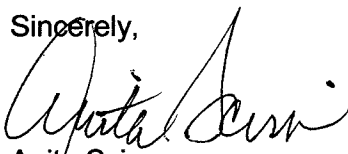
Grantee acknowledges that all funds will be used for the purposes stated above, and that no funds will be used to support a "disqualified person" as described in the Code.

You affirm that this grant will not cause you to fail to qualify as a "public charity" or to fail the "public support test," as described in the Code.

We have enclosed two original grant letters. Please obtain the signatures of two authorized signers for your organization as acknowledgment of the terms and conditions stated herein and return this original agreement to our office. We have also enclosed a copy of your original proposal, and will promptly forward to you any amended outputs and outcomes as agreed upon by both parties.

We look forward to working with you during the grant year. Please call if you have any questions or need additional information.

Sincerely,



Anita Scism
President/CEO

ACKNOWLEDGMENT OF TERMS AND CONDITIONS

Authorized Signature

Date

Authorized Signature

Date

**ENDEAVOR FOUNDATION
ENWA GRANT PROPOSAL
DEADLINE: AUGUST 9, 2013**

INTERNAL IDENTIFICATION

- *Respondent ID:* 2755165004
- *Date Submitted:* 8/8/2013 9:14:19 PM

ORGANIZATION DESCRIPTION

- *Organization contact:*
- *Organization:* City of Fayetteville
- *Email address:* pnierengarten@ci.fayetteville.ar.us
- *Phone:* 479-575-8272
- *Mission:* The City of Fayetteville is focused on becoming a resource efficient community of livable neighborhoods that meets present needs without compromising opportunities for the health, well-being and prosperity of future generations. The Sustainability & Strategic Planning Department is focused on a triple-bottom line approach of economic, environmental, and social policy development and project management. This includes working with community members and City departments on policy development, master plans and grant applications. The Department also serves as a liaison to local, state and national organizations on environmental protection, transportation, green building and energy issues.

PROJECT DESCRIPTION

- *Project contact:* Peter, Nierengarten
- *Email address:* pnierengarten@ci.fayetteville.ar.us
- *Phone:* 479-575-8272
- *Need statement:* The Fayetteville trails system was an outgrowth of the community's shared vision for a viable alternative transportation system beginning in the 1990s when small segments of trail were constructed in existing City Parks. By the early 2000s the community had embraced the trails concept and was interested in creating larger networks of interconnected trails and bikeways as alternative transportation corridors. This interest resulted in the creation of the Fayetteville Alternative Transportation and Trails Master Plan in 2003. This plan was developed through an intensive public process that identified approximately 100 miles of future trails and 160 miles of future on-street bikeways. To date, the City has constructed over 22 miles of multi-use trail and 16 miles of on-street bikeways. The centerpiece of the trail system is the existing Scull Creek Trail / Razorback Greenway that bisects the City creating a linear north-south oriented trail backbone from south Fayetteville near Walker Park northward to the City of Johnson. Now, the City is turning its attention to creating east-west alternative transportation connections such as bikeways, bike lanes, spur trails and sidewalks that are necessary to link together the residential neighborhoods, commercial areas, parks, schools and the University of Arkansas. The three projects that the City is proposing for this grant will be east-west oriented on-street bikeways delineated by sharrows on the pavement and through the installation of street signs. These bikeways will be instrumental in providing safe routes for the public to bicycle between a variety of land uses and activity centers.
- *Key objectives and activities:* Background: In 2013 City Staff developed a bicycle infrastructure needs assessment that identified critical bicycle linkages and needed infrastructure improvements. The final product is a City of Fayetteville Trails & Bikeways Guide that is printed and distributed by the Fayetteville Visitors Bureau. This pocket sized map identifies multi-use trails, bicycle lanes and shared use bikeways based on the level of comfort for the average cyclist; "Comfortable, Comfortable with

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Improvements, Moderate and Difficult". The City's goal is to make infrastructure improvements over time to roadways that are identified as "Comfortable" so that the improved roadway will be identified as "Comfortable with Improvements" in future editions of the guide. The City hopes that this guide will be used as a resource by residents, visitors and also by parents and school children looking to develop a safe route to school. Ultimately, the City envisions using a combination of multi-use trails, bike lanes and shared use bikeways to create a complete bicycle network throughout the City and this guide is literally the roadmap to accomplishing this vision. The projects proposed for this grant are three shared use bikeways and a short trail connection. A bikeway is generally defined as a bicycle thoroughfare that shares the travel lane with other vehicular uses. In practice, bikeways should be the optimal route between destinations or through neighborhood areas and should follow the most comfortable, low speed and low volume route. Bikeways are delineated through the use of Shared Lane Markings (SLMs), or sharrows, that indicate a shared lane environment. Sharrows are chevron symbols made of reflective thermoplastic installed on the roadway in the travel lanes. The benefit of using sharrows to mark bikeways is that they reinforce the legitimacy of bicycle traffic on the street and they recommend proper bicyclist positioning in the roadway. Grant Objectives: The key objective of this grant opportunity was to identify a number of key routes from The Fayetteville Trails and Bikeways Guide that need improvements. These locations needed to be in close proximity to existing elementary or middle schools, city parks or the University of Arkansas and have access to the Razorback Greenway. And, finally the proposed routes shall advance the Endeavor Foundation's Areas of Interest; encouraging alternative transportation, increasing access to indoor/outdoor recreational facilities and expanding physical activity opportunities offered by schools and other public spaces. In addition, the proposed bikeway routes should be located in areas that have the socio-economic conditions that would lead to a high usage from people of modest means. For this analysis, City staff utilized the 2010 United States Census data at the census tract level to determine impacted population and income. Ultimately, three sections of roadways in three different neighborhoods were identified for inclusion in this grant application. These three segments, in total, will comprise 2.92 miles of new on-street bikeways and a short 400 foot trail connection. The on-street bikeways will be constructed by installing reflective thermoplastic sharrow symbols on the roadway and through the use of directional and destination signage. The construction and installation period for these improvements will be approximately 3 months. The proposed routes are: Poplar St. Bikeway- This proposed route will be an on-street bikeway marked with sharrows that is 0.67 miles long and identified as the primary east to west connector between the Razorback Greenway and College Ave. corridors in this neighborhood. At present, Woodland Junior High School and the surrounding residential neighborhoods lack a well defined route that is necessary for comfortable on-street bicycle usage. This bikeway will clearly indicate that the street is a shared space for motorists and cyclists. The Poplar route will cross Gregg St. at a pedestrian activated signalized intersection with well marked cross-walks. A 400 foot trail will connect between Gregg St. and Yates Ave. The Poplar Street Bikeway falls within three census tracts whose population will be directly impacted by the infrastructure improvements. These three census tracts are comprised of 1,861 households containing an average of 2.19 people per household. Of this, 27% or 506 households earn between \$0 and \$14,999 annually in income. The City anticipates that this bikeway and trail connection will have high usage by junior high students that are likely to bicycle to and from home, school, commercial and entertainment destinations.

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Asbell Bikeway - This is proposed as an on-street bikeway marked with sharrows that is 2.17 miles long traversing the Asbell School neighborhood between Leverett Ave. and I-540. This route follows a number of “moderate” and “comfortable” streets with low speeds and traffic volumes including Mt. Comfort Road, Lawson St., Porter Road, Newport Dr. and Futral Dr. Also, the topography of this neighborhood is gently rolling to flat and the street improvements to the Garland Ave. and Mt. Comfort Rd. intersection, presently being constructed, will make this route safe and easily accessible to the neighborhoods on the east. The main bicycle destinations that intersect with this route are Asbell Elementary School and the Lewis Soccer Complex. The surrounding neighborhood has a moderate residential density with the single family areas at about 4-8 units per acre and a number of multi-family projects that are substantially denser. The close proximity to both the Razorback Greenway at the eastern terminus of this bikeway and the Meadow Valley Trail on Porter Road to the north makes this route a critical cross-town link that will see significant bicycle usage. The Asbell Bikeway traverses across four census tracts. From a total household population of 3,102, 968 households, or 31% have an annual household income between \$0 and \$14,999.

Douglas St. Bikeway- This route is identified as one of the easier streets to bicycle uphill to the University of Arkansas and Leverett Elementary School from the Razorback Greenway Trail. It will extend seven blocks along Douglas Street for approximately 0.47 miles to the intersection of Garland Ave. one block south of Leverett Elementary School. An existing 8' wide sidewalk along the west side of Garland Ave will connect the bikeway's western terminus to Leverett Elementary School. The existing Razorback Greenway Trail in this location is well used by college students who traverse, live, work and play in these neighborhoods. The build-out of these neighborhoods is fairly dense and therefore any connections must be made on-street or via sidewalks as no separate corridor exists for a trail linkage. This street was identified because the topography is not as steep as others and it has relatively low traffic volumes and speeds given the amount of vehicular traffic in the area. This route will be marked with sharrows on the pavement and signage along the street. The Douglas Street Bikeway is located within and/or adjacent to three census tracts and it has a higher number of low income households with 645 out of 1,569 or 41% of these households with an annual household income between \$0 and \$14,999. In Fayetteville the average household size is 2.19 people per household. We estimate that a total of 6,532 households, or 14,305 individuals, will be directly impacted by these projects. Of this, a conservative estimate is that at least 2,258 low income households or, 4,945 low income individuals will be directly impacted. At the city and region wide level many more people will have the potential to utilize this infrastructure due to its connection with the Razorback Regional Greenway.

- *ENWA common goals project will advance:*
 - Encourage alternate transportation, including walking, biking, and public transportation.
 - Increase access to indoor/outdoor recreational facilities.
 - Expand physical activity opportunities offered in school and after school facilities, as well as in other venues and public spaces.
- *Describe how the project advances the selected goal(s), sharing any new ideas or best practices approach will bring:* In recent years, the City of Fayetteville has placed its highest priority on improving our alternative transportation infrastructure, and incrementally this complex system has become increasingly functional and user friendly. The City's main goal is to now create an interconnected system between various modes and forms of travel; walking, biking and mass transit. The completion of the Razorback

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Greenway will help to fulfill the potential of creating a comprehensive and connected active transportation system that will link residents to amenities like schools, parks and commercial districts. The City of Fayetteville believes that the three proposed bikeway routes also fit neatly into three of the five common goals from the EnergizeNWA Summit. These bikeways are the next step in the City of Fayetteville's alternative transportation implementation process, as the backbone trail already exists in Fayetteville as the Scull Creek / Razorback Greenway. The on-street connections that radiate into the neighborhoods are vital for providing access to the Razorback Greenway. The City has an aggressive sidewalk construction program that is funded through Capital Improvement Project monies and more recently from the Arkansas Highway and Transportation Department through dedicated turnback funding. The City has also been incrementally adding bike lanes and sharrows to appropriate roadways to encourage safe and comfortable on-street bicycling usage as funding has allowed. Ultimately, encouraging alternative transportation requires that the community build complete streets that accommodate all users including: pedestrians, bicyclists, motorists and mass transit. Because of the locations of the three proposed bikeways they will provide increased access to indoor and outdoor recreational facilities. There are a number of facilities that will be directly impacted by the completion of these projects; Asbell Elementary, Leverett Elementary, Woodland Junior High School, the Lewis Soccer Complex, the University of Arkansas and the Razorback Greenway. Alternative transportation access in the form of bikeways will provide a healthy alternative for users of any of these facilities. Ultimately, the creation of bikeways expands the physical activity opportunities for all residents while providing a safe transportation alternative for moving people across town. School children, college students, faculty and staff who use the bikeways to get to public schools and the University of Arkansas will benefit from the increased physical activity. The City believes that with sufficient infrastructure improvements a cultural shift in commuting to and from school can be developed that prioritizes walking and biking. The fact that all three proposed routes access the Razorback Greenway ensures that a large and diverse number of people within the neighborhood, community and region will be directly impacted.

TARGET DEMOGRAPHICS

- *Anticipated geographic impact (number of people):*

Bella Vista	
Bentonville	
Centerton	
Farmington	
Fayetteville	14305
Johnson	
Lowell	
Rogers	
Siloam Springs	
Springdale	
Other	

- *Anticipated impact on ethnic populations (%):*

Marshall	
Hispanic	

- *Anticipated impact on lower income populations (%):*

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Free/reduced lunch	
Below poverty level	15

SYSTEMIC CHANGE

- *Brief description of organizational, local, state or federal policy that, if adopted, will enhance organization's work in the short- and long-term and how the grantee will work toward that policy change:* In recent years, many cities including Fayetteville have worked to complete the missing or neglected sidewalk infrastructure in neighborhoods around schools. This has been funded primarily through federal or state government programs such as the Safe Routes to Schools Program. We hope that these funding sources will continue in the future, however, we also acknowledge that there is a need to address and fund the other forms of missing alternative transportation infrastructure like trails, bike lanes and bikeways. We hope that with help from the Endeavor Foundation we can continue the framework for how this bicycle infrastructure can be planned, designed, constructed and ultimately utilized by the public. We feel that projects like these bikeways can be important learning exercises and examples for other cities in the region as they too begin to make the east-west connections needed along their portions of the 38 mile Razorback Regional Greenway
- *Brief description of how residents, community partners, and/or target populations will be involved in the project design and/or implementation:* The City will work with Fayetteville Public Schools (FPS) to survey students at all of the schools annually as to how they commute to and from school. This data will be archived and therefore it will be possible to analyze trends over time as new alternative transportation infrastructure is built. The surveys that are completed in the 2013-2014 school year will provide the baseline for this data collection. FPS and the City of Fayetteville both see great value in conducting an annual survey of the entire student body on their transportation choices for commuting to and from school. The City of Fayetteville Active Transportation advisory committee which reviews pedestrian and cycling infrastructure projects will use this data for their strategic planning efforts. Another group that provides an advisory role is The Bicycle Coalition of the Ozarks (BCO). The BCO is a local non-profit that assists the City of Fayetteville by providing input on cycling trends, statistics, methodology, etc. The BCO has been instrumental in working with the City and the community at large to bring attention to various cycling issues and needs, such as; bicycle parking, trail connections, on-street connections and general best practices for infrastructure construction. Residents can join the BCO for a nominal membership fee or may just contact the BCO with any input or suggestions that they may have. Additionally, the City will place a trail counter on the section of new trail that will be built as a part of the Poplar Street route. This counter will give us data on the total number of daily users while also tracking the time of day with the peak usage.
- *Brief explanation of other ways the project will lay the groundwork for systemic change in access to healthy foods and/or physical activity:* Fayetteville has been building a regional network of trails for nearly a decade, and as the trails have grown, so has the local bicycling culture. Much of this culture has grown as a natural function of the built trails, but some has been fostered through intentional education and awareness. An example of this is Fayetteville Public Schools "Bike Ed" curriculum that the Bicycle Coalition of the Ozarks worked with Fayetteville Public Schools to establish. The BCO utilized a Safe Routes to School Grant to purchase a fleet of bicycles and then they worked with Fayetteville schools to establish a permanent bicycle safety unit in their physical education classes for 2nd – 5th graders. In this program, children are taught how to ride

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safely and confidently on-street. This program spawned a number of initiatives such as a 'bike train' activity where a group of parents led children from the neighborhood on a daily group ride to and from school. In many neighborhoods this became the preferred commuting routine in fair weather. These types of educational programs are instrumental in training the future generation of bike riders and car drivers on the rules of the road. This also underscores the need to create alternative transportation infrastructure for these kids and their parents to put their skills into practice. Bike lanes and bikeways connecting neighborhood parks, schools and regional trails are the vital next step for making these efforts successful.

PARTNERSHIP/IMPLEMENTATION

- *Key individuals involved in project implementation include:* Peter Nierengarten is the City of Fayetteville's Director of Sustainability and Strategic Planning. He is the primary contact person for the City of Fayetteville's Grant Application. Upon successful receipt of the grant he will work with the Fayetteville City Council and Finance Department to accept the grant funding. He will also work with the City's Trails Coordinator and Transportation Departments to ensure safe, timely and proper completion of the Bikeway Projects. Additionally he will work with the Fayetteville Public School District to ensure that parent surveys are completed. He will spend between 20 - 30 hours working on this project. Matt Mihalevich is the Trails Coordinator for the City of Fayetteville. His tasks include planning, design, construction oversight, and property acquisition for the growing trail and bikeway system in Fayetteville, Arkansas. He will provide the design drawings and ensure compliance with federal and local standards. Matt will also work closely with the City of Fayetteville Transportation Department crews as they install the bikeway and construct the trail. Matt estimates that he will spend approximately 80 hours working on this project. Brad Anderson is the City of Fayetteville's Traffic Control Supervisor in the Transportation Department. He will work with Matt Mihalevich, the City's Trails Coordinator, to coordinate and complete the installation of 3.31 miles of signage and sharrows and trail construction as a part of the proposed bikeway projects. He and his crew will spend approximately 160 hours constructing and installing this infrastructure. Dana Smith is the Fayetteville Public School District's Sustainability Coordinator. She will work with the City of Fayetteville and each individual school to collect transportation surveys from parents twice per year. She will spend approximately 2 - 4 hours twice per year working to collect this data.
- *Brief description of implementation partners, including sector, area of expertise, geographic focus and project role:* The City of Fayetteville will lead this project and be responsible for the installation of the sharrow markings on the streets and for the installation of directional and destination signage. The City will also maintain these infrastructure improvements in the future. The Fayetteville Public Schools will partner with the City and will do surveys that have been developed for the Federal Governments Safe Routes to School grants. Surveys will be completed at the beginning of the fall semester and at the end of the spring semester by the child's parents. This survey is used to determine how close to the school the family lives and how their children arrive and leave school on most days; walk, bike, school bus, family vehicle, carpool, etc. By surveying students before and after the bikeway improvements have been installed we will measure the increased usage of these bikeways.

EVALUATION

- *Measurable outputs:*

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ENWA GRANT PROPOSAL
DEADLINE: AUGUST 9, 2013**

- The City of Fayetteville will construct 3.23 miles of bikeways and 400 feet of multi-use trails with this project. In total, the City will install 79 reflective thermoplastic sharrows, 28 share the road signs, 54 bike route signs, 35 destination signs and 51 directional signs. The projected cost of all three bikeways is \$39,940. It will take approximately three months to complete and the City will provide photos and a report to the Endeavor Foundation once the work is completed. Fayetteville Public Schools will survey the student body at Asbell Elementary, Leverett Elementary and Woodland Junior High before and after the installation of the infrastructure improvements to determine usage. This output will be reported the City of Fayetteville and the Endeavor Foundation.
- *Short term outcome:* The Fayetteville Public Schools will have measurable results or the first year impacts from the installation of the bikeways via the surveys that will be conducted pre and post construction. These surveys will give us a count on all methods of transportation that are utilized for the commute; walk, bike, bus, or vehicular drop-off. The City will also have a daily and monthly trail count from the piece of trail that is proposed as a part of the Poplar Street bikeway route. The trail counter will be able to determine the number of trail users as well as the time of day as each user passes by its' sensor. This will allow the City to track the number of users between 7-8 a.m. and between 3-4 p.m. giving us a fairly accurate count of the number of Woodland Junior High students that are using the trail.
- *Long term outcome:* Besides the obvious health, fitness and lifestyle aspects of constructing bicycle infrastructure there may also be educational opportunities created as well. Increasingly, technology is being used in new and profound ways. Notably, smartphone applications that use spatial information are increasingly useful for interpreting the city and its many components. Some of these applications, like pedometers or cyclometers, could be used by teachers and coaches as educational tools while encouraging active transportation choices. Ultimately, the goal is to change the existing auto-oriented paradigm of delivering kids to school by encouraging the use of other transportation options. Bikeway infrastructure improvements are the first step to encouraging increased bicycle usage.

SUSTAINABILITY

- *Description of plans to continue work beyond the grant period:* The City anticipates that we would complete the three proposed bikeway infrastructure improvements within the first year of receiving an award. The actual installation of the signage and pavement markings would be completed within a one month timeframe. The City of Fayetteville has currently built 7 miles of bike lanes and 9 miles of sharrow marked bikeways. The Fayetteville Alternative Trails and Transportation (FATT) plan calls for a total of 160 miles of on-street linkages in addition to the future linkages shown on the Master Street Plan. The City will continue to build multi-use trails, sidewalks, bike lanes and bikeways throughout the city utilizing Capital Improvement Program monies, grant awards and funding from the Arkansas Highway and Transportation Department. Ultimately, the goal is for every resident to be within a five minute commute of a multi-use trail.
- *Potential for replication:* Fayetteville has been working on its trail network and alternative transportation in general since the mid 1990s and we have developed a pretty extensive system of multi-use trails, sidewalks, bike lanes and bikeways to date, and a lot of this work has been modeled on efforts from other peer cities such as Boulder CO, Austin TX, Chattanooga TN, Springfield MO, Portland OR, and Minneapolis MN. It takes an interconnected system of alternative transportation options to make an impact on the

**ENDEAVOR FOUNDATION
ENWA GRANT PROPOSAL
DEADLINE: AUGUST 9, 2013**

transportation alternatives that citizens choose; this interconnected system can be shared, replicated, connected and grown across the region. The north-south orientation of the Razorback Greenway creates a very efficient linear backbone to work from. The lessons that Fayetteville is currently learning about the need for east-west connections will be valuable to all the communities in the region. The strength of the regional Razorback Greenway will be dependent on all of the regional communities connecting as many residents as possible to ensure viability. Fayetteville is open and willing to share any relevant knowledge or successes and failures with other communities in order to advance the success of the Razorback Regional Greenway and alternative transportation options in Northwest Arkansas.

BUDGET

- *Did organization's expenses exceed revenues in the last fiscal year?* No
- *Brief explanation of why budget was not balanced, if applicable:* Revenues for the City of Fayetteville have exceeded expenditures for both 2012 and 2011. The City of Fayetteville, as a governmental entity, has had past years when expenditures exceeded revenues. However, pursuant to state law expenditures can not exceed revenues plus cash on hand.
- *Project timeframe:* The three bikeway projects that are proposed for this grant can be started within a 2 - 4 months of receiving funds and sharrows and signage could be completed within a month as long as the weather cooperates. In order to apply the thermoplastic sharrows
- *Project revenues:*

Endeavor Foundation request	39940
Earned revenue (projected)	
Government funding/match (committed)	
Contributed revenue (committed)	
Financing (committed)	
Other revenue (committed)	
Other revenue (prospects)	
Unmet need	
Total Project Revenue	39940

- *Project expenses:*

Salaries	
Employee benefits	
Payroll taxes	
Professional fees	
Advertising and promotion	
Office expense	
Information technology	
Occupancy/rent	
Travel	
Conferences, conventions & meetings	
Interest	

**ENDEAVOR FOUNDATION
 ENWA GRANT PROPOSAL
 DEADLINE: AUGUST 9, 2013**

Depreciation	
Insurance	
Other expenses	39940
In-kind	
Total Project Expense (Operating)	
Total Project Expense (Capital/Construction)	39940

- *Other revenue/expense explanation:* Project costs reflect the cost to hire a contractor to install the bikeway improvements identified in the grant. We do not have a good way of breaking down these cost down beyond the cost for each item identified on the cost estimate that we e-mailed seperately. The cost for construction of each bikeway is identified below. Asbell Bikeway Estimated Cost = \$13,440 (\$7,350 for sharrow markings and \$6,090 for signage) Popular St. Bikeway Estimated Cost = \$23,350 (\$19,200 for trail construction, \$1,950 for sharrow markings and \$2,200 for signage) Douglas St. Bikeway Estimated Cost = \$3,150 (\$2,100 for sharrow markings and \$1,050 for signage) Total Project Estimated Cost = \$39,940

OTHER INFORMATION (IF APPLICABLE)

City Council Agenda Items
and
Contracts, Leases or Agreements

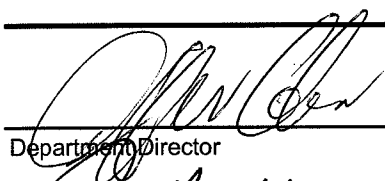
11/5/2013

City Council Meeting Date
Agenda Items OnlyBrian Pugh
Submitted BySolid Waste
DivisionTransportation
Department

Action Required:

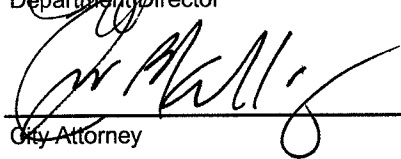
Resolution authorizing the acceptance of 2013 ADEQ Recycling Grant Revenue through the Boston Mountain Solid Waste District for \$30,000 for Indoor Apartment Recycling containers and approving and a budget adjustment to accept the funds and allocate them into a capital project. The resolution number for applying for this grant is 99-13.

\$ -	\$ 30,000.00	Recycling Containers ADEQ Grant Purchase
Cost of this request	Category / Project Budget	Program Category / Project Name
5500.5080.5870.00	\$ -	Solid Waste Improvements
Account Number	Funds Used to Date	Program / Project Category Name
09019 / 2013	\$ 30,000.00	Solid Waste
Project Number	Remaining Balance	Fund Name

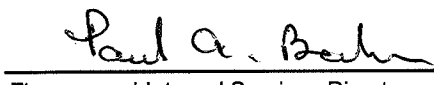
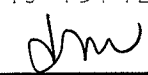
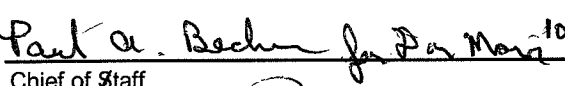
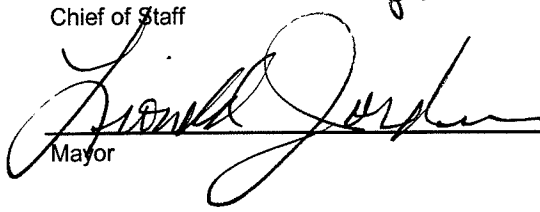
Budgeted Item ☐Budget Adjustment Attached ☒

Department Director
10/18/13
Date

Previous Ordinance or Resolution # 159-12

Original Contract Date: N/A


City Attorney
10/18/13
Date

Original Contract Number: N/A


Finance and Internal Services Director
10-21-2013
DateReceived in City 10-13-13P12:04 RCVD
Clerk's Office 

Chief of Staff
10-21-2013
DateReceived in
Mayor's Office

Mayor
10/21/13
Date


Comments:

To: Fayetteville City Council

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

From: Brian Pugh, Waste Reduction Coordinator *B*

Date: October 17th, 2013

Subject: Resolution Authorizing the acceptance of 2013 ADEQ Recycling Grant Revenue through the Boston Mountain Solid Waste District for \$30,000 for Indoor Apartment Recycling Containers and approving a budget adjustment.

RECOMMENDATION

Fayetteville City Administration recommends approval of a resolution accepting a 2013 ADEQ Recycling Grant through the Boston Mountain Solid Waste District for \$30,000 for Indoor Apartment Recycling Containers and approving a budget adjustment to accept the funds and allocate them into a capital project. The resolution number for applying for this grant is 99-13.

BACKGROUND

Each year the Arkansas Department of Environmental Quality issues recycling grants through local Solid Waste Districts to help fund recycling programs. The City has benefited from these grants in the past. The Boston Mountain Solid Waste District compiles the grant pre applications and approved them at the September Board meeting. ADEQ has released the grant funds to Boston Mountain and is now ready to disburse funds.

DISCUSSION

This grant will be used to purchase indoor apartment recycling bins or bags for use in apartment complexes that are participating in the Cities apartment recycling program. The City received grants in 2011 and 2012 for outdoor recycling containers at apartments. Staff is currently engaged in a Solid Waste and Recycling Plan that has a goal of providing 30% of the apartment complexes in Fayetteville with recycling service by 2015. These indoor containers will facilitate the recycling efforts by giving apartment residents containers that can be used to store recycling materials until they are taken to the outside containers on site. This effort will help in the educational process of teaching recycling habits to apartment residents.

Agreements with the Apartment owners and managers will make the replacement of lost or stolen containers the responsibility of the apartment complexes. These costs can be recovered through deposit fees secured through rental agreements.

BUDGET IMPACT

The recycling grant awards is not a matching grant, so no City funds are obligated with this request. Funds are needed to cover freight and taxes as grant funds cannot be used for those expenses. There is sufficient funding in 5500.5060.5225.00, Recycling Containers, to cover this expense. The budget adjustment is attached to recognize the grant revenue and add it to the Recycling Container ADEQ Grant budget.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A 2013 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT THROUGH THE BOSTON MOUNTAIN SOLID WASTE DISTRICT IN THE AMOUNT OF \$30,000.00 FOR THE PURCHASE OF INDOOR APARTMENT RECYCLING CONTAINERS, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a 2013 Arkansas Department of Environmental Quality grant through the Boston Mountain Solid Waste District in the amount of \$30,000.00 for the purchase of indoor apartment recycling containers.

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 5th day of November, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 12
2013 Arkansas Department of
Environmental Quality Grant
V13 1018
Legistar Page 4 of 4

Budget Year 2013	Division: Solid Waste & Recycling Department: Transportation Services	Request Date 11/5/2013	Adjustment Number
----------------------------	--	----------------------------------	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

This budget adjustment recognizes revenue received from the 2013 Arkansas Department of Environmental Quality (ADEQ) recycling grant award through the Boston Mountain Solid Waste District. This funding will be used to purchase indoor recycling containers for the apartment recycling program.

Requestor

Donald Jordan

Division Head

Kevin Springer
Kevin Springer
cn=Kevin Springer, o=City of Fayetteville,
Arkansas, ou=Budget Director,
email=kspringer@fayetteville-ar.gov, c=US
2013.10.18 10:25:28 -05'00'

Budget Director

Paul A. Bell

Prepared By: Brian Pugh

Legistar: 2013-

Springer, Kevin
11/5/2013

Budget & Research Use Only

Type: A B C D E P

General Ledger Date

Posted to General Ledger

Initial

Date

Checked / Verified

Initial

Date

TOTAL BUDGET ADJUSTMENT

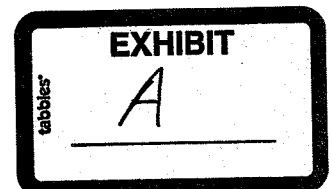
30,000

30,000

Increase / (Decrease)

Project.Sub
Number

Account Name	Account Number	Expense	Revenue	Project.Sub Number
Container costs	5500.5080.5870.00	EX 30,000	-	09019 . 2013
State Grants-Capital	5500.0950.4302.00	RE -	30,000	09019 . 2013
				.
				.



AGENDA REQUEST

FOR: COUNCIL MEETING OF September 17, 2013

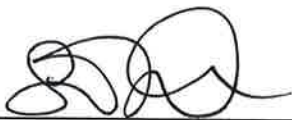
FROM:

CITY COUNCIL MEMBER SARAH MARSH

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An ordinance to amend § 164.11 **Height and Setback Regulations; Exceptions** to enhance livability through appropriate transitions in building scale and to protect access to air and sunlight and to enact an emergency clause

APPROVED FOR AGENDA:



City Council Member Sarah Marsh

9/4/2013

Date



City Attorney Kit Williams
(as to form)

9-3-13

Date

This ordinance was tabled to the November 5, 2013 City Council mtg.
on the October 15, 2013 City Council mtg.
This Ordinance was left on the 2nd Reading at the 10/1/13 CC mtg.
This Ordinance was left on the 1st Reading at the 9/17/13 CC mtg.



THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff

From: Jeremy Pate, Development Services Director

Date: October 04, 2013

Subject: Building Height Amendments

BACKGROUND

Council member Sarah Marsh has proposed building height amendments for the City Council to consider. The original ordinance created a 15-foot setback from all single family residences, with a series of building height setbacks to allow for light and air into adjacent residential properties. After significant discussion with Council members Marsh and Matthew Petty, as well as local architects, downtown property owners, downtown residents and members of the development community over the past few weeks, a significantly different proposal has been drafted by Ms. Marsh and is submitted for Council consideration. A rough draft of this proposal was distributed at the previous Council meeting; this draft has been refined with input from various stakeholders and is attached.

PROPOSAL

There is no longer a single family use associated with the side or rear setback and building height amendment proposal, based on the current reasons stated for instituting these regulations, which are to provide transition in building scale to promote compatibility of new development and existing structures, to protect rights to sunlight and room for air and wind, to mitigate harmful effects such as mold and allow for trees and plants to grow, and to allow for solar access for alternative energy purposes. All of these same concerns, it could be argued, apply to office, commercial and other uses in addition to single family homes.

Amend Ch. 161, Zoning Regulations

Setback

All of the following zoning districts with 0-foot side and rear setbacks are proposed to be amended to add a minimum 5-foot side and rear setback. There are a few exceptions to this rule, chiefly 1) if there is no building developed adjacent to the property being developed; 2) if an adjacent building is already within 5 feet of the common property line; and 3) if the same property owner owns the adjacent property on the common boundary line.

C-1 – Neighborhood Commercial
CS - Community Services
C-2 - Thoroughfare Commercial
UT - Urban Thoroughfare

C-3 – Central Commercial
DC – Downtown Core
MSC – Main Street Center
DG – Downtown General



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

Building Height

At the 5-foot setback from side and rear property lines (or between 0 and 5 feet, if the conditions allow for it), the maximum height is the height of the structure on the adjacent property or 36 feet, whichever is greater. This permits standard 12-foot floor to floor height dimensions utilized in commercial construction. Once the maximum height is achieved, there is a required additional 10-foot setback, for a total setback of 15 feet. This essentially creates an initial maximum height between 5-15 feet from the side/rear property line.

Past the 15-foot setback line, a building may go up to 60 feet in height, again based on typical 12-foot floor to floor heights, which would allow 5 (or 6 smaller) stories. Individual balconies, awnings, overhangs and other similar architectural features that protrude from the building façade are permitted to a depth of 6 feet into setback zones.

The maximum height in all of these above zones is amended to 60 feet. However, a height bonus system has been created; for zones that reference heights above 60 feet, there are supplementary requirements that must be met. In each zone that permits this, there is a reference to §164.11 for the supplementary standards.

Amend Ch. 164.11 Height Regulations; Exceptions

This proposal attempts to regulate building height above the maximum 60 feet, requiring certain additional standards to be met. They include wider sidewalks based on the height of the building, creation of a 30-foot setback above 60 feet from all property lines, the requirement for residential uses, LEED Gold building standards, requirement to cover a parking garage with a liner building at street level, and some architectural embellishment when the side of a building is adjacent to another building.

Amend Ch. 156.02 (F) Variances, Specific tests

A statement has been added that the Planning Division or Board of Adjustment may require the applicant to provide a visual impact analysis and/or a sun/shadow study, as needed, to determine if there is an adverse impact on neighboring properties, if there is a variance requested

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §§ 161.16, 161.18, 161.19, 161.20, 161.21, 161.22, 161.23, 161.24, AND 161.25 TO CHANGE SETBACKS AND STEPBACKS FOR ADJOINING PROPERTY AND HEIGHT LIMITATIONS FOR SEVERAL DISTRICTS AND TO AMEND § 164.11 **HEIGHT AND SETBACK REGULATIONS; EXCEPTIONS** TO REDUCE OR ELIMINATE SETBACKS IN CERTAIN CIRCUMSTANCES, TO REQUIRE WIDER SIDEWALKS FOR BUILDINGS HIGHER THAN 36 FEET AND TO PROVIDE A BUILDING HEIGHT VARIANCE FOR BUILDINGS RECEIVING LEED GOLD CERTIFICATION AND MEETING OTHER REQUIREMENTS, AND TO AMEND § 156.02 (F) TO AUTHORIZE A REQUIREMENT FOR A HEIGHT VARIANCE APPLICANT TO PROVIDE A VIEWSHED ANALYSIS OR A SUN/SHADOW STUDY

WHEREAS, appropriate transitions in building scale enhance livability and architectural cohesion in mixed-use areas, helping to enrich our built environment by promoting the compatibility of new development with historic structures; and

WHEREAS, Fayetteville homeowners' rights to adequate sunlight and room for air and wind should be protected; and

WHEREAS, preservation of the many homeowners' single family residences used as homes in the Downtown Master Plan District and other areas with inadequate setback protection from large and tall buildings require that minimum side and rear setbacks and upper story stepbacks be enacted to ensure adequate sunlight, wind and air for these homes to remain attractive and healthful places to live; and

WHEREAS, residential homeowners who wish to install solar panels or passive solar heat collectors, etc. must have enough protected access to sunlight for these ecological and green technology products to work effectively; and

WHEREAS, trees and other plants within the yards of homes also need adequate sunlight that reasonable setback and stepback regulations can ensure; and

WHEREAS, side and rear setbacks should be able to be eliminated under certain circumstances; and

WHEREAS, building height limitations currently allowed by the Unified Development Code should be lowered to 60 feet unless a height variance is allowed under certain circumstances including the attainment of LEED Gold Certification; and

WHEREAS, the Planning Department should be able to require a height variance requestor to provide a viewshed analysis or sun/shadow study of the proposed project.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends §§ 161.16, 161.18, 161.19, 161.20, 161.21, 161.22, 161.23, 161.24, and 161.25 and enacts these amendments as shown on Exhibit A attached hereto.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends § 164.11 **Height of Setback Regulations; Exceptions** by enacting a new (C) *Side and Rear Setback*, (D) *Buildings over Thirty-Six Feet in Height* and (E) *Building Height Bonus* as shown below:

- “(C) *Side and rear setback.* Zoning districts that require a 5-foot side and/or rear setback with an accompanying building height stepback may be permitted to reduce the side and/or rear setback to 0 feet if one or more of the following circumstances exist:
- (1) if there is no principal structure on the property directly adjacent to the common side and/or rear property line;
 - (2) if a principal structure that is adjacent to the common side and/or rear property line is already within 5 feet of said property line; or
 - (3) if the developing property owner owns the adjacent property on the common side and/or rear property line.
- (D) Any building over 36 feet in height utilizing urban streetscapes shall provide for a minimum 10-foot wide sidewalk adjacent to all streets on which a sidewalk is required to be replaced or constructed due to the development proposed.
- (E) *Building Height Bonus.* A building height bonus may be granted, subject to the following requirement. These standards apply to all buildings within a development site.
- (1) A minimum 12-foot wide sidewalk for projects utilizing urban streetscapes shall be constructed adjacent to all streets on which a sidewalk is required to be replaced or constructed. More extensive tree planting areas may be required to help mitigate for loss of greenscape and addition of impervious surface.

- (2) Any associated parking garage shall be screened from view at the street grade with a liner building.
- (3) A minimum of 50% of the additional gross floor area of the building about 60 feet in height shall be dedicated to residential use. The residential area, once calculated, may be distributed anywhere throughout the building.
- (4) Prior to obtaining a building permit, the developer shall submit an energy model and LEED checklist (or approved equivalent) for all buildings in the development indicating which credits are intended to be pursued to achieve USGBC LEED Gold (or approved equivalent) building standards. Proof of LEED Gold certification (or approved equivalent) shall be submitted to the city within 180 days of issuance of a Certificate of Occupancy. All projects shall show effort to achieve the Development Density and Community Connectivity credit, or equivalent.
- (5) Any side of a building immediately adjoining a principal structure on an adjacent lot shall utilize materials, colors and other architectural features similar to the front façade.”

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby amends § 156.02 (F) *Specific Tests* by enacting a new (2) as shown below:

- “(2) The Planning Division and/or Board of Adjustment may require an applicant to produce a viewshed analysis and/or a Sun/Shadow Study using industry accepted methodologies to show the impact of a height variance proposal on neighboring streets and properties, in an effort to determine if there is an adverse impact caused by the proposal.”

PASSED and APPROVED this 15th day of October, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Removes references to
"homeowners" → goes to
"property owners."
Removes "variance" language.
Kitt

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §§ 161.16, 161.18, 161.19, 161.20, 161.21, 161.22, 161.23, 161.24, AND 161.25 TO CHANGE SETBACKS AND STEPBACKS FOR ADJOINING PROPERTY AND HEIGHT LIMITATIONS FOR SEVERAL DISTRICTS AND TO AMEND § 164.11 **HEIGHT AND SETBACK REGULATIONS; EXCEPTIONS** TO REDUCE OR ELIMINATE SETBACKS IN CERTAIN CIRCUMSTANCES, TO REQUIRE WIDER SIDEWALKS FOR BUILDINGS HIGHER THAN 36 FEET AND TO PROVIDE A BUILDING HEIGHT INCREASE FOR BUILDINGS RECEIVING LEED GOLD CERTIFICATION AND MEETING OTHER REQUIREMENTS, AND TO AMEND § 156.02 (F) TO AUTHORIZE A REQUIREMENT FOR A HEIGHT VARIANCE APPLICANT TO PROVIDE A VIEWSHED ANALYSIS OR A SUN/SHADOW STUDY

WHEREAS, appropriate transitions in building scale enhance livability and architectural cohesion in mixed-use areas, helping to enrich our built environment by promoting the compatibility of new development with historic structures; and

WHEREAS, Fayetteville property owners' rights to adequate sunlight and room for air and wind should be protected; and

WHEREAS, protection of owners' property rights from large and tall buildings require that minimum side and rear setbacks and upper story stepbacks be enacted to ensure adequate sunlight, wind and air for these properties to remain attractive and healthful places to live or work; and

WHEREAS, property owners who wish to install solar panels or passive solar heat collectors, etc. must have enough protected access to sunlight for these ecological and green technology products to work effectively; and

WHEREAS, trees and other plants within the yards of homes and other greenspace areas also need adequate sunlight that reasonable setback and stepback regulations can ensure; and

WHEREAS, side and rear setbacks should be able to be eliminated under certain circumstances; and

WHEREAS, building height limitations currently allowed by the Unified Development Code should be lowered to 60 feet unless a height increase is allowed under certain circumstances including the attainment of LEED Gold Certification; and

WHEREAS, the Planning Department should be able to require a height variance requestor to provide a viewshed analysis or sun/shadow study of the proposed project.

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“(C) *Side and rear setback.* Zoning districts that require a 5-foot side and/or rear setback with an accompanying building height stepback may be permitted to reduce the side and/or rear setback to 0 feet if one or more of the following circumstances exist:

- (1) if there is no principal structure on the property directly adjacent to the common side and/or rear property line;
- (2) if a principal structure that is adjacent to the common side and/or rear property line is already within 5 feet of said property line; or
- (3) if the developing property owner owns the adjacent property on the common side and/or rear property line.

(D) Any building over 36 feet in height utilizing urban streetscapes shall provide for a minimum 10-foot wide sidewalk adjacent to all streets on which a sidewalk is required to be replaced or constructed due to the development proposed.

(E) *Building Height Bonus.* A building height bonus may be granted, subject to the following requirement. These standards apply to all buildings within a development site.

- (1) A minimum 12-foot wide sidewalk for projects utilizing urban streetscapes shall be constructed adjacent to all streets on which a sidewalk is required to be replaced or constructed. More extensive tree planting areas may be required to help mitigate for loss of greenscape and addition of impervious surface.

- (2) Any associated parking garage shall be screened from view at the street grade with a liner building.
- (3) A minimum of 50% of the additional gross floor area of the building above 60 feet in height shall be dedicated to residential use. The residential area, once calculated, may be distributed anywhere throughout the building.
- (4) Prior to obtaining a building permit, the developer shall submit an energy model and LEED checklist (or approved equivalent) for all buildings in the development indicating which credits are intended to be pursued to achieve USGBC LEED Gold (or approved equivalent) building standards. Proof of LEED Gold certification (or approved equivalent) shall be submitted to the city within 180 days of issuance of a Certificate of Occupancy. All projects shall show effort to achieve the Development Density and Community Connectivity credit, or equivalent.
- (5) Any side of a building immediately adjoining a principal structure on an adjacent lot shall utilize materials, colors and other architectural features similar to the front façade.”

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby amends § 156.02 (F) *Specific Tests* by enacting a new (2) as shown below:

- “(2) The Planning Division and/or Board of Adjustment may require an applicant to produce a viewshed analysis and/or a Sun/Shadow Study using industry accepted methodologies to show the impact of a height variance proposal on neighboring streets and properties, in an effort to determine if there is an adverse impact caused by the proposal.”

PASSED and **APPROVED** this 5th day of November, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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
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(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.*
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*Any building which exceeds the height of 20 feet shall be set back from a boundary line of any single family residential district a distance of one foot for each foot of height in excess of 20 feet.

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

161.18 District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 25	Offices, studios, and related services

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 16	Shopping goods
Unit 34	Liquor stores
Unit 35	Outdoor music establishments*
Unit 36	Wireless communications facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	None 5 feet
Side, when contiguous to a residential district	10 ft.
Rear	20 ft.

(F) *Building height regulations.*

Building Height Maximum	56 60ft.*
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*Any building which exceeds the height of 20 feet shall be setback from any boundary line of any residential district a distance of one

foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

161.19 Community Services

(A) *Purpose.* The *Community Services* district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings

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

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling	18 ft.
All others	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None 5 feet
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	56-60ft.*
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10-15 feet from front property line	Maximum 36 feet
0-15 feet from side and rear property line	Maximum 36 ft. or the height of the adjacent building, whichever is greater¹
15 feet + from all property lines	Maximum 60 feet²

(1) The height of an adjacent building may only be utilized for this calculation if it is located on the common side or rear property line being developed.

(2) Individual balconies, awnings, overhangs and other similar architectural projections 6 feet or less in depth are permitted forward of the building façade.

(G) *Minimum buildable street frontage.* 50% of the lot width.

161.20 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	None-5 feet
Side, when contiguous to a residential district	15 ft.
Rear	20 ft.
All property lines	30 ft. for portions of a building over 60 ft. in height

(F) *Building height regulations.*

Building Height Maximum	60/75 ft.*
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*Any building which exceeds the height of 20 feet shall be set back from a boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

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

161.21 Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted uses*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 41	Accessory Dwellings

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

(2) *Conditional uses*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units

Unit 40	Sidewalk cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None

(D) *Bulk and area regulations.*

(1) Lot width minimum

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) Lot area minimum. None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None 5 feet
Side or rear, when contiguous to a single-family residential district:	15 feet
All property lines	30 ft. for portions of a building over 60 ft. in height

(F) *Building height regulations.*

Building Height Maximum	56-60/84 ft.*
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10-15 feet from front property line	Maximum 60 feet
0-15 feet from side and rear property line	Maximum 36 feet or the height of the adjacent building, whichever is greater¹
15 feet + from all property lines	Maximum 60 feet²
Building Height Bonus	84 feet³

(1) The height of an adjacent building may only be utilized for this calculation if it is located on the common side or rear property line being developed.

(2) Individual balconies, awnings, overhangs and other similar architectural projections 6 feet or less in depth are permitted forward of the building façade.

(3) Building height may be permitted up to 84 feet, pursuant to §164.11 *Height or Setback Regulations and Exceptions.*

~~*A building or a portion of a building that is located between 10 and 15 ft. from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of 84 feet.~~

~~Any building that exceeds the height of 20 feet shall be set back from any boundary line of a single-family residential district, an additional distance of one foot for each foot of height in excess of 20 feet.~~

- (G) *Minimum buildable street frontage.* 50% of the lot width.

161.22 District C-3, Central Commercial

(A) *Purpose.* The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district, or regional shopping centers which provide a wide range of retail and personal service uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 17	Transportation trades and services
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None

(E) *Setback regulations.*

	Central Business District	Shopping Center
Front	5 ft.	25 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.	50 ft.
Side	None 5 feet	None 5 feet

Side, when contiguous to a residential district	10 ft.	25 ft.
Rear, without easement or alley	15 ft.	25 ft.
Rear, from center line of a public alley	10 ft.	10 ft.
All property lines	30 ft. for portions of a building over 60 ft. in height	30 ft. for portions of a building over 60 ft. in height

(F) *Building height regulations.*

Building Height Maximum	56 /84 ft.*
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*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of 84 feet.

5-15 feet from front property line	Maximum 60 feet
0-15 feet from side and rear property line	Maximum 36 feet or the height of the adjacent building, whichever is greater ¹
15 feet + from all property lines	Maximum 60 feet ²
Building Height Bonus	84 feet ³

(1) The height of an adjacent building may only be utilized for this calculation if it is located on the common side or rear property line being developed.

(2) Individual balconies, awnings, overhangs and other similar architectural projections 6 feet or less in depth are permitted forward of the building façade.

(3) Building height may be permitted up to 84 feet, pursuant to §164.11 *Height or Setback Regulations and Exceptions.*

161.23 Downtown Core

(A) *Purpose.* Development is most intense, and land use is densest in this zone. The downtown core is designed to accommodate the commercial, office, governmental, and related uses commonly found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses. For the purposes of Chapter 96: Noise Control, the Downtown Core district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

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

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
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Side	None 5 feet
Rear	5 ft.
Rear, from center line of an alley	12 ft.
All property lines	30 ft. for portions of a building over 60 ft. in height

(F) *Minimum buildable street frontage.* 80% of lot width.

(G) *Building height regulations.*

Building Height Maximum	56 / 168 ft.*
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*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of 168 feet.

0-15 feet from front property line	Maximum 60 feet
0-15 feet from side and rear property line	Maximum 36 feet or the height of the adjacent building, whichever is greater ¹
15 feet + from all property lines	Maximum 60 feet ²
Building Height Bonus	168 feet ³

(1) The height of an adjacent building may only be utilized for this calculation if it is located on the common side or rear property line being developed.

(2) Individual balconies, awnings, overhangs and other similar architectural projections 6 feet or less in depth are permitted forward of the building façade.

(3) Building height may be permitted up to 168 feet, pursuant to §164.11 Height or Setback Regulations and Exceptions.

161.24 Main Street/Center

(A) *Purpose.* A greater range of uses is expected and encouraged in the *Main Street/Center*. The *Center* is more spatially compact and is more likely to have some attached buildings than *Downtown General* or *Neighborhood Conservation*. Multi-story buildings in the *Center* are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the *Main Street/Center*. The *Center* is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the *Main Street/Center* district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

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

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.
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(2) *Lot area minimum.* None.

(E) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	None 5 feet
Rear	5 ft.
Rear, from center line of an alley	12 ft.
All property lines	30 ft. for portions of a building over 60 ft. in height

(F) *Minimum buildable street frontage.* 75% of lot width.

(G) *Building height regulations.*

Building Height Maximum	56 /84 ft.*
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*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of 84 feet.

0-15 feet from front property line	Maximum 60 feet
0-15 feet from side and rear property line	Maximum 36 feet or the height of the adjacent building, whichever is greater ¹
15 feet + from all property lines	Maximum 60 feet ²
Building Height Bonus	84 feet ³

(1) The height of an adjacent building may only be utilized for this calculation if it is located on the common side or rear property line being developed.

(2) Individual balconies, awnings, overhangs and other similar architectural projections 6

feet or less in depth are permitted forward of the building façade.

(3) Building height may be permitted up to 84 feet, pursuant to §164.11 *Height or Setback Regulations and Exceptions*.

161.25 Downtown General

(A) *Purpose.* *Downtown General* is a flexible zone, and it is not limited to the concentrated mix of uses found in the *Downtown Core* or *Main Street / Center*. *Downtown General* includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than *Neighborhood Conservation*. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the *Downtown General* district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings

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

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes

(C) *Density.* *None*

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.
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(2) *Lot area minimum.* *None.*

(E) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	None 5 feet
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Minimum buildable street frontage.* 50% of lot width.

(G) *Building height regulations.*

Building Height Maximum	56 ft.*
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0-15 feet from front property line	Maximum 36 feet
0-15 feet from side and rear property line	Maximum 36 feet or the height of the adjacent building, whichever is greater ¹
15 feet + from all property lines	Maximum 60 feet ²

(1) The height of an adjacent building may only be utilized for this calculation if it is located on the common side or rear property line being developed.

(2) Individual balconies, awnings, overhangs and other similar architectural projections 6 feet or less in depth are permitted forward of the building façade.

164.11 Height or Setback Regulations; Exceptions

- (A) The height limitations contained in the Zoning Regulation, Chapter 161, do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys, stair towers, elevator shafts or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.
- (B) **Interior Side Setbacks.** In zoning districts that permit two, three or other multi-family residential uses, side setbacks may be varied to permit common walls between single family attached / townhouse dwellings, subject to all applicable building and fire codes and the following standards:
- (1) The total number of dwelling units on the lot, prior to being subdivided into single family attached / townhouse lots, shall conform to the minimum bulk and area requirements of the underlying zoning district.
 - (2) The townhouse development shall conform to the zoning district density, exterior setback requirements, height regulations and all other applicable city ordinances.
 - (3) There shall be a minimum lot width of 18 feet for each dwelling unit.
 - (4) There shall be no minimum lot area requirement unless otherwise specified by the underlying zoning district.
- (C) **Side and rear setback.** Zoning districts that require a 5-foot side and/or rear setback with an accompanying building height stepback may be permitted to reduce the side and/or rear setback to 0 feet if one or more of the following circumstances exist:
- (1) if there is no principal structure on the property directly adjacent to the common side and/or rear property line;
 - (2) if a principal structure that is adjacent to the common side and/or rear property line is already within 5 feet of said property line; or
 - (3) if the developing property owner owns the adjacent property on the common side and/or rear property line.
- (D) Any building over 36 feet in height utilizing urban streetscapes shall provide for a minimum 10-foot wide sidewalk adjacent to all streets on which a sidewalk is required to be replaced or constructed due to the development proposed.
- (E) **Building Height Bonus.** A building height bonus may be granted, subject to the following requirements. These standards apply to all buildings within a development site.
- (1) A minimum 12-foot wide sidewalk for projects utilizing urban streetscapes shall be constructed adjacent to all streets on which a sidewalk is required to be replaced or constructed. More extensive tree planting areas may be required to help mitigate for loss of greenspace and addition of impervious surface.
 - (2) Any associated parking garage shall be screened from view at the street grade with a liner building.
 - (3) A minimum of 50% of the additional gross floor area of a building above 60 feet in height shall be dedicated to residential use. The residential area, once calculated, may be distributed anywhere throughout the building.
 - (4) Prior to obtaining a building permit, the developer shall submit an energy model and LEED checklist (or approved equivalent) for all buildings in the development indicating which credits are intended to be pursued to achieve USGBC LEED Gold (or approved equivalent) building standards. Proof of LEED Gold certification (or approved equivalent) shall be submitted to the city within 180 days of issuance of a Certificate of Occupancy. All projects shall show effort to achieve the Development Density and Community Connectivity credit, or equivalent.
 - (5) Any side of a building immediately adjoining a principal structure on an adjacent lot shall utilize materials, colors and other architectural features similar to the front façade.

156.02 (F) Specific tests

(F) *Specific Tests.* The Board of Adjustment shall apply specific tests for the following variance requests:

- (1) *Height variances in all districts.* In addition to meeting all other normal requirements for a variance, an applicant seeking a height variance must establish the increased height of the proposed structure will not adversely affect adjoining or neighboring property owners, nor impair the beauty of Old Main, the historical churches on Dickson Street near East Avenue, nor otherwise impair the historic beauty and character of Fayetteville.
- (2) The Planning Division and/or Board of Adjustment may require an applicant to produce a viewshed analysis and/or a Sun/Shadow Study using industry-accepted methodologies to show the impact of a height variance proposal on neighboring streets and properties, in an effort to determine if there is an adverse impact caused by the proposal.



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

A handwritten signature in blue ink, appearing to read "Kit Williams", followed by a horizontal line.

DATE: August 28, 2013

RE: Preservation of homeowners' rights to sunlight and air

City Council Member Sarah Marsh has asked me to draft an amendment to § 164.11 **Height or Setback Regulations; Exceptions** within the **Supplementary Zoning Regulations** Chapter of the Unified Development Code to help preserve and protect historic homes and the historic nature of the Downtown and Entertainment areas of Fayetteville.

As many remember, the Downtown Master Plan recognized and sought to protect the livability of the single family homes within the Downtown Master Plan. The Mayor and City Council have sought to ensure the mixed use and walkable nature of the Downtown and Entertainment District by fostering the preservation of the many historic single family homes still used as residences. Unfortunately, the zero side setback and immediate 84 foot height of the building's wall which is permitted in Main Street Center threatens the livability of adjoining single family homes in our downtown area.

In order that homeowners be ensured sufficient sunlight and air for their homes to be livable and for homeowners to utilize solar energy, a minimum side and rear setback from new large and tall multifamily, commercial and mixed use buildings should be required. Preserving some sunlight is also necessary to protect existing trees and other plants to preserve the historic residential landscape within a more urban architectural setting.

I suggest a minimum side and rear setback of 15 feet which is not dissimilar to setbacks in traditional residential zoning districts and currently required in the Community Services Zoning District (copy attached). I further suggest an initial building height limitation of 30 feet at this setback location which is what is currently required in Residential Multifamily Districts (RMF-6, RMF-12, RMF-18 and RMF-24) for an additional 15 foot stepback (copy attached). At thirty (30) feet from the single family residence's property line, the new multifamily and commercial construction in Main Street Center and Urban Thoroughfare could jump to 84 feet and in Downtown General and Community Services could go up to its maximum of 56 feet.

Without such modest setback and stepback requirements, a developer could build an 84 foot wall for his building on the single family home's property line. A Downtown and Entertainment District homeowner who wanted to live in their home could find herself or himself surrounded by 84 foot high walls on both side property lines and on the rear property line. The home would then be stuck within a 84 foot deep cave without adequate sunlight for solar energy, trees and plants. Indeed, this walled in and almost constantly shaded house would be thrust into an unhealthy environment of mold and mildew.

These modest setbacks and stepbacks would at least provide some sunlight and air protection for existing homeowners without substantial loss of density for the developers. When these homes were built and zoned residential, they had substantial sunlight protection not only from setbacks, but because an adjoining house could only occupy less than half of the lot's area. There are no such protections in Main Street/Center, Downtown Core, or Downtown General. This ordinance would reinstate some sunlight protection and give the homeowner some protection from the 84 foot deep cave.

Fayetteville Code of Ordinances

following the sale. Any such signs not so removed the following day, or located in public rights-of-way may be removed by city staff and for any such sign removed a collection fee shall be imposed.

(Code 1991, §160.103; Ord. No. 3970, § 3, 5-7-96; Ord. No. 4100, §2 (Ex. A), 6-16-98)

Cross-reference(s)--Signs, Ch. 174.

164.11 Height or Setback Regulations; Exceptions

(A) The height limitations contained in the Zoning Regulation, Chapter 161, do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys, or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.

(B) *Side Setbacks.* In zoning districts that permit two, three or other multi-family residential uses, side setbacks may be varied to permit common walls between single family attached / townhouse dwellings, subject to all applicable building and fire codes and the following standards:

(1) The total number of dwelling units on the lot, prior to being subdivided into single family attached / townhouse lots, shall conform to the minimum bulk and area requirements of the underlying zoning district.

(2) The townhouse development shall conform to the zoning district density, exterior setback requirements, height regulations and all other applicable city ordinances.

(3) There shall be a minimum lot width of 18 feet for each dwelling unit.

(4) There shall be no minimum lot area requirement unless otherwise specified by the underlying zoning district.

(Code 1965, App. A., Art. 8(6); Ord. No 1747, §-29-70; Ord. No. 2555, 8-21-79; Code 1991, §160.113; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 5225, 3-3-09; Ord. 5327, 6-1-10)

164.12 Nonconforming Structures, Uses And Lots

It is the intent of this section to regulate nonconforming structures, uses or lots that are created when zoning designations or regulations are created or changed such that an existing lawfully established structure, use, or lot no longer conforms

to the regulations of the Unified Development Code. It is also the intent of this section to permit nonconformities to continue as they exist presently and to guide future uses and development to be consistent with the City's planning policy and regulations.

(A) *Nonconforming structures.*

(1) Nonconforming structures are permitted to exist for continued and creative reuse to contribute to the surrounding character, diversity, and services in the neighborhood until such structures are removed.

(2) Repairs to nonconforming structures or portions thereof are permitted, so long as the nonconforming portion of the structure is not enlarged in volume, area or footprint.

(3) Reconstruction of nonconforming structures or portions thereof amounting to less than 50% of the existing square feet are permitted so long as the nonconforming portion of the structure is not enlarged in volume, area or footprint.

(4) Voluntary removal, damage or destruction of a nonconforming structure or portion thereof amounting to 50% or more of the existing square feet shall require either complete removal of the structure or its reconstruction in conformance with existing regulations.

(5) Involuntary damage to or destruction of a nonconforming structure (from fire, winds or other calamity) shall permit the owner to rebuild, reconstruct or restore the structure on the same footprint of the original structure plus any addition or expansion that is allowed by the underlying zoning district. Such reconstruction is permitted as long as it begins within 18 months of the loss and complies with all other applicable zoning, development and building codes.

(6) For nonconforming structures located in a zoning district utilizing conventional building setbacks, building additions/expansions are permitted so long as the addition is in compliance with all current setbacks, building area and building height requirements of the underlying zoning district, along with all other applicable zoning and development ordinances.

(7) For nonconforming structures located in zoning districts utilizing build-to zones and requirements for a minimum buildable street frontage, all new construction that increases the existing building(s) footprint or volume of habitable space by 50% or more shall

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) Land area per dwelling unit.

Manufactured Home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) Setback requirements.

Front	Side	Rear
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	25 ft.

Cross reference(s) --Variances, Ch. 156.

(F) Building height regulations.

Building Height Maximum	30/45 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) Building area. None.

(H) Minimum buildable street frontage. 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 06-18-13)

161.14 District RMF-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) Purpose. The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) Uses.

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) Conditional uses.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 25	Professional offices
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) Density.

Units per acre	24 or less
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(D) Bulk and area regulations.

(1) Lot width minimum.

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

(2) Lot area minimum.

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.

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lifted uses.

City-wide uses by right
Government Facilities
Eating places
Neighborhood shopping
Gasoline service stations and drive-through restaurants
Offices, studios, and related services

ditional uses.

City-wide uses by conditional use permit
Public protection and utility facilities
Cultural and recreational facilities
Shopping goods
Liquor stores
Outdoor music establishments*
Wireless communications facilities*
Sidewalk Cafes
Clean technologies

jone.

area regulations. None.

regulations.

between the right-of-way and the building	
Side	None
Side, when contiguous to a residential district	10 ft.
Rear	20 ft.

(F) *Building height regulations.*

Building Height Maximum	56 ft. •
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*Any building which exceeds the height of 20 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 195, App. A, Art. 5(V); Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.035; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5462, 12-6-11; Ord. 5592, 06-18-13)

161.19 Community Services

(A) *Purpose.* The *Community Services* district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96, Noise Control, the *Community Services* district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) Uses.

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations

Set back
Adjoining
when residence →

Unit 26 Multi-family dwellings

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

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density. None*

(D) Bulk and area regulations.

(1) Lot width minimum.

Dwelling	18 ft.
All others	None

(2) Lot area minimum. None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	56 ft.
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(g) Minimum buildable street frontage: 50% of the lot width.

(Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5462, 12-6-11;
Ord. 5592, 06-18-13)

161.20 District C-2, Thoroughfare
Commercial

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(B) Use

(7)

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Unit 34

(2.)

Unit 2
Unit 3
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Unit 28
Unit 29
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Unit 38
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Unit 42
Unit 43

(c) *Dens*

(D) Bulk.

(E) Selbste

Front
Front, if possible, between the building
Side
Side, where a resident
Rear

(F) Buildi



Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan
City Council

CC: Jeremy Pate, Development Services Director
Andrew Garner, City Planning Director

FROM: Kit Williams, City Attorney

DATE: October 11, 2013

RE: Incentive Zoning vs. Light and Air Protection

When our office was presented with the proposed major change to the U.D.C. Zoning criteria sponsored by City Council Member Sarah Marsh that would vary setback requirements for LEED certified gold buildings, I asked Assistant City Attorney Jason Kelley to research the law about the City's power or lack of power to use this type of "incentive" zoning in Arkansas. Attached is his two page memo to me (without his attachments).

As you see, this appears to be a legally untested zoning scheme for Arkansas. The short initial proposed U.D.C. amendment I had drafted for City Council Member Sarah Marsh was narrowly focused to provide some preservation of adequate light and air for single family structures being used as residences. There is strong statutory authority for such regulation to ensure adequate light and air for homes.

“Purpose of plans.

- (a) The plans of the municipality shall be prepared in order to promote...(the) general welfare of the citizens.
- (b) The plans may provide...for:

....

(5) Adequate light and air in the use and occupancy of buildings....”

A.C.A. § 14-56-403 of Chapter 14, **Building and Zoning Regulations - Planning** of the Arkansas Code (emphasis added).

The **Building and Zoning Regulations - Planning** chapter makes no mention of “incentive” zoning. It specifically provides for a setback ordinance (A.C.A. § 14-56-418 **Setback ordinance**). For many decades the Board of Adjustment which is required to be established by A.C.A. § 14-56-416 **Zoning ordinance**, has been empowered and decided all zoning setback variance requests. This appears to be required by that state statute, and the only appeal from the Board of Adjustment’s decision is to Circuit Court.

The City Council may not overrule the Board of Adjustment’s decision. The City Council may not even be statutorily allowed to erode the Board of Adjustment’s statutory power to grant setback or height variances by incorporating a “may be permitted” setback or height variance for certain situations described in the proposed § 164.11 (c). The ordinance is unclear who “may” permit such variances. I assume it must be the Board of Adjustments.

Probably the only entity authorized to grant such setback and height variances is the Board of Adjustments which already has the statutory right to grant variances to prevent “undue hardship” and “protect adjacent

property.” A.C.A. § 14-56-416 (2). However, since having a LEED Certified Gold building is unrelated to air and light protection of adjoining structures, I doubt it could condition any height variance by trying to require LEED Certification.

Another problem with this proposal is that the state enabling statute requires that “(t)he regulations imposed within each district or zone shall be uniform throughout the district or zone.” A.C.A. § 14-56-416 (a)(3)(E)(ii). This incentive zoning proposal would vary the imposed regulations within the zoning district if the building was rated high enough by an outside corporation. I doubt whether our zoning regulations can be varied by U.S. Green Building Council, Inc. without violating this state required uniformity rule.

An opponent of this ordinance could also argue allowing an outside corporation (the U.S. Green Building Council) to determine whether or not to issue the required LEED Gold Certificate (which is required “within 180 days of issuance a Certificate of Occupancy”) is an **unconstitutional delegation of legislative and/or administrative power to an outside corporation**. I also wonder what would the City do if this Green Building Council refuses to issue a LEED Gold Certificate? Must the builder remove the top floors of the building? If the City tried to force such action, I would guarantee a court challenge to this ordinance.

There are certainly ways to improve and clarify the initial setback/stepback protection for single family homes that I initially and quickly drafted for City Council Member Sarah Marsh. Community Services Director Jeremy Pate has great experience and expertise in this area and his recommendations should carry a lot of weight. However, before the City Council considers the significant changes to **over ten pages** of the Unified Development Code now being proposed, I believe that the proposals should go to the Planning Commission for its consideration and suggestions. This is a much more detailed, complex, comprehensive, and substantial proposal than the **single paragraph** I drafted initially. I believe the currently proposed city-wide zoning changes and complex over sixty foot building height regulations need much more study and Planning Commission input before they would be ready for your consideration.

14-56-416. Zoning ordinance.

(a)(1) Following adoption and filing of the land use plan, the commission may prepare for submission to the legislative body a recommended zoning ordinance for the entire area of the municipality.

(2) The ordinance shall consist of both a map and a text.

(3)(A) The ordinance may regulate the location, height, bulk, number of stories, and size of buildings; open space; lot coverage; density and distribution of population; and the uses of land, buildings, and structures.

(B) The ordinance may require off-street parking and loading.

(C) The ordinance may provide for districts, of compatible uses, for large scale unified development, for elimination of uses not in conformance with provisions of the ordinance, and for such other matters as are necessary to the health, safety, and general welfare of the municipality.

(D) The ordinance shall include provisions for administration and enforcement.

(E)(i) The ordinance shall designate districts or zones of such shape, size, or characteristics as deemed advisable.

(ii) The regulations imposed within each district or zone shall be uniform throughout the district or zone.

(b)(1) The ordinance shall provide for a board of zoning adjustment, which may either be composed of at least three (3) members, or the commission as a whole may sit as the board of zoning adjustment.

(2) The board shall have the following functions:

(A) Hear appeals from the decision of the administrative officers in respect to the enforcement and application of the ordinance, and may affirm or reverse, in whole or in part, the decision of the administrative officer;

(B)(i)(a) Hear requests for variances from the literal provisions of the zoning ordinance in instances where strict enforcement of the ordinance would cause undue hardship due to circumstances unique to the individual property under consideration, and grant such variances only when it is demonstrated that such action will be in keeping with the spirit and intent of the provisions of the ordinance.

(b) The board shall not permit, as a variance, any use in a zone that is not permitted under the ordinance.

(c) The board may impose conditions in the granting of a variance to insure compliance and to protect adjacent property.

(ii) Decisions of the board in respect to the above shall be subject to appeal only to a court of record having jurisdiction.

(3)(A) The board shall establish regular meeting dates, adopt rules for the conduct of its business, establish a quorum and procedure, and keep a public record of all findings and decisions.

(B) Each session of the board shall be a public meeting with public notice of the meeting and business to be carried on published in a newspaper of general circulation in the city, at least one (1) time seven (7) days prior to the meeting.

To: Kit Williams, City Attorney
From: Jason Kelley, Asst. City Attorney 
Re: Incentive Zoning/Incorporating LEED standards into UDC
Date: October 9, 2013

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

The amendments to be offered to the proposed setback, stepback ordinance consist, in part, of the incorporation of certain LEED certifications as prerequisites to increased building height allowances. This is a form of incentive zoning that, to my knowledge, has not been attempted in the State of Arkansas.

As background, incentive zoning is a method whereby a property developer is allowed to develop in a way that is not permitted in exchange for certain public benefits that are otherwise not required. According to a summary from the American Planning Association, incentive zoning:

allows a city to leverage variations in existing zoning standards and obtain public goods. For example, a developer may provide schools, parks, open space, plazas, low-income housing, or money, in exchange for greater flexibility in required building setbacks, floor heights, lot area, parking requirements, number of dwellings, and other minimum standards. The incentives vary by location, but governments usually calculate the incentives to balance the public advantage with developer's costs and gains.

American Planning Association, Property Topics and Concepts, <http://www.planning.org/divisions/planningandlaw/propertytopics.htm> (last visited Oct. 9, 2013). It is certainly possible that the provision of energy efficient/environmentally sustainable development could be one of the "public goods" envisioned in an incentive zoning program.

The use of incentive zoning is not without controversy. In addition to policy-related objections, legal writers have raised potential issues, particularly relating to applying LEED standards as an incentive in an incentive zoning program. One objection is that LEED standards are privately developed and controlled by the U.S. Green Building Council (USGBC), a private non-profit corporation. LEED standards change. These changes are not subject to any voting or public approval process. Delegating this authority to a private entity could be a violation of the constitution. One potential remedy for this concern would be to "set" the LEED standard as of the date of adoption of the local ordinance. This would not permit future changes (as determined by USGBC) to be included in City requirements without further adoption/amendment by the City Council.

Concerns also arise related to the *Nollan* “substantial nexus” analysis. It has been stated:

There is some logical and legal support for applying *Nollan*’s nexus test to incentive zoning provisions. The *Nollan* Court stated that the evident constitutional propriety of an exaction disappears “if the condition substituted for the prohibition utterly fails to further the end advanced as justification for the prohibition. When that nexus is eliminated, the situation becomes the same as if California law forbade shouting fire in a crowded theater, but granted dispensations to those willing to contribute \$100 to the State Treasury.” Courts have long applied such a nexus test to the grant of variances and special exceptions. It may well be that the public amenities or exactions that may be constitutionally secured through incentive zoning bonuses are no greater than those that could be involuntarily secured through mandated development conditions.

3 Arden H. Rathkopf & Daren A. Rathkopf, *Rathkopf’s The Law of Zoning and Planning* § 52:7.

Here, the proposal is to limit the height and “nearness” of a building to adjoining residential property. However, if a developer builds to a specified LEED standard, the building would be allowed to intrude upon the residential neighbor’s space, air and light. It is difficult to argue a nexus between these two competing interests (the interest in environmental/energy efficient construction and the interest in preserving space, air and light for residential property owners). Stated another way, the energy efficiency or environmental sustainability of a building does not ameliorate the harmful effects the placement of that building near a residence may cause. Likewise, a larger building built to a LEED standard may use more energy than a smaller building on the same site, whether or not the smaller building was built to a LEED standard. More size means more materials are used in construction and more utilities are used during occupancy. These issues may cause a court to find an insufficient “nexus” to support the constitutionality of the regulation.

I have attached an assortment of articles and research touching on these issues. This is a brand new area, and there is simply not that much law on the topic.

DRAFT v.4

Building Height Amendment - General Description

There is no longer a single family use associated with the side or rear setback and building height amendment proposal, based on the current reasons stated for instituting these regulations, which are to provide transition in building scale to promote compatibility of new development and existing structures, to protect rights to sunlight and room for air and wind, to mitigate harmful effects such as mold and allow for trees and plants to grow, and to allow for solar access for alternative energy purposes. All of these same concerns, it could be argued, apply to office, commercial and other uses in addition to single family homes.

Amend Ch. 161, Zoning Regulations

Setback

All of the following zoning districts with 0-foot side and rear setbacks are proposed to be amended to add a minimum 5-foot side and rear setback. There are a few exceptions to this rule, chiefly 1) if there is no building developed adjacent to the property being developed; 2) if an adjacent building is already within 5 feet of the common property line; and 3) if the same property owner owns the adjacent property on the common boundary line.

C-1 – Neighborhood Commercial
CS - Community Services
C-2 - Thoroughfare Commercial
UT - Urban Thoroughfare
C-3 – Central Commercial
DC – Downtown Core
MSC – Main Street Center
DG – Downtown General

Building Height

At the 5-foot setback from side and rear property lines (or between 0 and 5 feet, if the conditions allow for it), the maximum height is the height of the structure on the adjacent property or 36 feet, whichever is greater. This permits standard 12-foot floor to floor height dimensions utilized in commercial construction. Once the maximum height is achieved, there is a required additional 10-foot setback, for a total setback of 15 feet. This essentially creates an initial maximum height between 5-15 feet from the side/rear property line.

Past the 15-foot setback line, a building may go up to 60 feet in height, again based on 12-foot floor to floor heights that would allow 5 stories. Balconies, awnings, overhangs and other similar architectural features that protrude from the building façade are permitted to a depth of 6 feet into the side and rear setback zones.

The maximum height in all of these above zones is amended to 60 feet, with a caveat. For zones that reference heights above 60 feet, there are supplementary requirements that must be met. In each zone that permits this, there is a reference to §164.11 for the supplementary standards.

Amend Ch. 164.11 Height Regulations; Exceptions

This proposal attempts to regulate building height above the maximum 56 feet, requiring certain additional standards to be met. They include wider sidewalks based on the height of the building, creation of a 30-foot setback above 60 feet from all property lines, the provision of mixed-use,

requirement to build to LEED Gold, requirement to cover a parking garage with a liner building at street level, and some architectural embellishment when the side of a building is adjacent to a residence.

Amend Ch. 156.02 (F) Variances, Specific tests

A statement has been added that the Planning Division or Board of Adjustment may require the applicant to provide a visual impact analysis and/or a sun/shadow study, as needed, to determine if there is an adverse impact on neighboring properties, if there is a variance requested.

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
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(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.
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*Any building which exceeds the height of 20 feet shall be set back from a boundary line of any single family residential district a distance of one foot for each foot of height in excess of 20 feet.

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

161.18 District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 25	Offices, studios, and related services

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 16	Shopping goods
Unit 34	Liquor stores
Unit 35	Outdoor music establishments*
Unit 36	Wireless communications facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	None 5 feet
Side, when contiguous to a residential district	10 ft.
Rear	20 ft.

(F) *Building height regulations.*

Building Height Maximum	56 60ft.*
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*Any building which exceeds the height of 20 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

161.19 Community Services

(A) *Purpose.* The *Community Services* district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings

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

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling	18 ft.
All others	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None 5 feet
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	56 60 ft.
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A new building or portion of a building that is located between 5 and 15 feet from the side and rear property line shall have a maximum height of 36 feet or the height of the adjacent building, whichever is greater. This measurement shall be calculated parallel to each side and rear property line.

A new building or portion of a building that is constructed greater than 15 feet from the side or rear property line shall have a maximum height of 60 feet. Balconies, awnings, overhangs and other similar architectural projections 6 feet or less in depth are permitted forward of the side and rear building façade.

(G) *Minimum buildable street frontage.* 50% of the lot width.

161.20 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	None-5 feet
Side, when contiguous to a residential district	15 ft.
Rear	20 ft.
All property lines	30 ft. for buildings over 60 ft. in height*

(F) *Building height regulations.*

Building Height Maximum	60/75 ft.*
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The maximum building height is 60 feet. Building height may be permitted up to 75 feet, pursuant to §164.11 *Height or Setback Regulations and Exceptions.*

*Any building which exceeds the height of 20 feet shall be set back from a boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

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

161.21 Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted uses*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 41	Accessory Dwellings

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

(2) *Conditional uses*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units

Unit 40	Sidewalk cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None

(D) *Bulk and area regulations.*

(1) *Lot width minimum*

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None 5 feet
Side or rear, when contiguous to a single-family residential district:	15 feet
All property lines	30 ft. for buildings over 60 ft. in height*

(F) *Building height regulations.*

Building Height Maximum	56 60/84 ft.*
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*A building or a portion of a building that is located between 10 and 15 ft. from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of 84 feet.

A new building or portion of a building that is located between 5 and 15 feet from the side and rear property line shall have a maximum height of 36 feet or the height of the adjacent building, whichever is greater. This measurement shall be calculated parallel to each side and rear property line.

A new building or portion of a building that is constructed greater than 15 feet from the side or rear property line shall have a maximum height of 60 feet. Balconies, awnings, overhangs and other similar architectural projections 6 feet or less in depth are permitted forward of the side and rear building façade.

The maximum building height is 60 feet. Building height may be permitted up to 84 feet, pursuant to §164.11 *Height or Setback Regulations and Exceptions*.

~~Any building that exceeds the height of 20 feet shall be set back from any boundary line of a single-family residential district, an additional distance of one foot for each foot of height in excess of 20 feet.~~

- (G) *Minimum buildable street frontage.* 50% of the lot width.

161.22 District C-3, Central Commercial

(A) *Purpose.* The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district, or regional shopping centers which provide a wide range of retail and personal service uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 17	Transportation trades and services
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None

(E) *Setback regulations.*

	Central Business District	Shopping Center
Front	5 ft.	25 ft.
Front, if parking is allowed between the right-of-way and the	50 ft.	50 ft.

building		
Side	None 5 feet	None
Side, when contiguous to a residential district	10 ft.	25 ft.
Rear, without easement or alley	15 ft.	25 ft.
Rear, from center line of a public alley	10 ft.	10 ft.
All property lines	30 ft. for buildings over 60 ft. in height*	30 ft. for buildings over 60 ft. in height*

(F) *Building height regulations.*

Building Height Maximum	56 60/84 ft.*
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*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 60 feet. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of 84 feet.

A new building or portion of a building that is located between 5 and 15 feet from the side and rear property line shall have a maximum height of 36 feet or the height of the adjacent building, whichever is greater. This measurement shall be calculated parallel to each side and rear property line.

A new building or portion of a building that is constructed greater than 15 feet from the side or rear property line shall have a maximum height of 60 feet. Balconies, awnings, overhangs and other similar architectural projections 6 feet or less in depth are permitted forward of the side and rear building façade.

The maximum building height is 60 feet. Building height may be permitted up to 84 feet, pursuant to §164.11 *Height or Setback Regulations and Exceptions.*

161.23 Downtown Core

(A) *Purpose.* Development is most intense, and land use is densest in this zone. The downtown core is designed to accommodate the commercial, office, governmental, and related uses commonly found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses. For the purposes of Chapter 96: Noise Control, the Downtown Core district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

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

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
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Side	None 5 feet
Rear	5 ft.
Rear, from center line of an alley	12 ft.
All property lines	30 ft. for buildings over 60 ft. in height*

(F) *Minimum buildable street frontage.* 80% of lot width.

(G) *Building height regulations.*

Building Height Maximum	56-60/ 168 ft.*
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*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56-60 feet. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of 168 feet.

A new building or portion of a building that is located between 5 and 15 feet from the side and rear property line shall have a maximum height of 36 feet or the height of the adjacent building, whichever is greater. This measurement shall be calculated parallel to each side and rear property line.

A new building or portion of a building that is constructed greater than 15 feet from the side or rear property line shall have a maximum height of 60 feet. Balconies, awnings, overhangs and other similar architectural projections 6 feet or less in depth are permitted forward of the side and rear building façade.

The maximum building height is 60 feet. Building height may be permitted up to 168 feet, pursuant to §164.11 Height or Setback Regulations and Exceptions.

161.24 Main Street/Center

(A) *Purpose.* A greater range of uses is expected and encouraged in the *Main Street/Center*. The *Center* is more spatially compact and is more likely to have some attached buildings than *Downtown General* or *Neighborhood Conservation*. Multi-story buildings in the *Center* are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the *Main Street/Center*. The *Center* is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

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

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.
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(2) *Lot area minimum.* None.

(E) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	None 5 feet
Rear	5 ft.
Rear, from center line of an alley	12 ft.
All property lines	30 ft. for buildings over 60 ft. in height*

(F) *Minimum buildable street frontage.* 75% of lot width.

(G) *Building height regulations.*

Building Height Maximum	56 60/84 ft.*
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*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 60 feet. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of 84 feet.

A new building or portion of a building that is located between 5 and 15 feet from the side and rear property line shall have a maximum height of 36 feet or the height of the adjacent building, whichever is greater. This measurement shall be calculated parallel to each side and rear property line.

A new building or portion of a building that is constructed greater than 15 feet from the side or rear property line shall have a maximum height of 60 feet. Balconies, awnings, overhangs and other similar architectural projections 6 feet or less in depth are permitted forward of the side and rear building façade.

The maximum building height is 60 feet. Building height may be permitted up to 84

feet, pursuant to §164.11 *Height or Setback Regulations and Exceptions*.

161.25 Downtown General

(A) *Purpose.* *Downtown General* is a flexible zone, and it is not limited to the concentrated mix of uses found in the *Downtown Core* or *Main Street / Center*. *Downtown General* includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than *Neighborhood Conservation*. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the *Downtown General* district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings

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

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes

(C) *Density.* None

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.
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(2) *Lot area minimum.* None.

(E) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	None 5 feet
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Minimum buildable street frontage.* 50% of lot width.

(G) *Building height regulations.*

Building Height Maximum	56 60 ft.*
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A new building or portion of a building that is located between 5 and 15 feet from the side and rear property line shall have a maximum height of 36 feet or the height of the adjacent building, whichever is greater. This measurement shall be calculated parallel to each side and rear property line.

A new building or portion of a building that is constructed greater than 15 feet from the side or rear property line shall have a maximum height of 60 feet. Balconies, awnings, overhangs and other similar architectural projections 6 feet or less in depth are permitted forward of the side and rear building façade.

164.11 Height or Setback Regulations; Exceptions

- (A) The height limitations contained in the Zoning Regulation, Chapter 161, do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys, stair towers, elevator shafts or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.
- (B) *Side Setbacks.* In zoning districts that permit two, three or other multi-family residential uses, side setbacks may be varied to permit common walls between single family attached / townhouse dwellings, subject to all applicable building and fire codes and the following standards:
- (1) The total number of dwelling units on the lot, prior to being subdivided into single family attached / townhouse lots, shall conform to the minimum bulk and area requirements of the underlying zoning district.
 - (2) The townhouse development shall conform to the zoning district density, exterior setback requirements, height regulations and all other applicable city ordinances.
 - (3) There shall be a minimum lot width of 18 feet for each dwelling unit.
 - (4) There shall be no minimum lot area requirement unless otherwise specified by the underlying zoning district.
- (C) *Side and rear setback.* All developments within zoning districts that require a 5-foot side and rear setback and an accompanying building height stepback may be permitted to reduce the side and/or rear setback to 0 feet in the following instances:
- (1) if there is no principal structure on the property directly adjacent to the common side and/or rear property line;
 - (2) if a principal structure that is adjacent to the common side and/or rear property line is already within 5 feet of said property line; or
 - (3) if the developing property owner owns the adjacent property on the common side and/or rear property line.
- (D) Any building over 36 feet in height utilizing urban streetscapes shall provide for a minimum 10-foot wide sidewalk adjacent to all streets on which a sidewalk is required to be replaced or constructed due to the development proposed.
- (E) The maximum building height for new construction in all zones in the city is 60 feet. For zones that refer to a higher building height potential than 60 feet, the following supplemental standards must be met for any building between 60 feet and the maximum height of the underlying zoning district to be considered for approval:
- (1) A minimum 12-foot wide sidewalk for projects utilizing urban streetscapes shall be constructed adjacent to all streets on which a sidewalk is required to be replaced or constructed.
 - (2) Any associated parking garage shall be screened from view at the street grade with a liner building.
 - (3) A mixture of commercial and residential uses shall be incorporated into any building that is permitted to be over 56 feet in height.
 - (4) Developers of buildings over 56 feet in height shall submit performance models and other applicable information, prior to obtaining a building permit, to indicate compliance with achieving USGBC LEED Gold or equivalent building standards. All projects shall show effort to achieve the Development Density and Community Connectivity credit, or equivalent.
 - (5) Any side of a building immediately adjoining a principal structure on an adjacent lot shall utilize materials, colors and other architectural features to provide relief, scale, and transition to the wall, similar to the front façade.

156.02 (F) Specific tests

(F) *Specific Tests.* The Board of Adjustment shall apply specific tests for the following variance requests:

- (1) *Height variances in all districts.* In addition to meeting all other normal requirements for a variance, an applicant seeking a height variance must establish the increased height of the proposed structure will not adversely affect adjoining or neighboring property owners, nor impair the beauty of Old Main, the historical churches on Dickson Street near East Avenue, nor otherwise impair the historic beauty and character of Fayetteville.
- (2) The Planning Division and/or Board of Adjustment may require an applicant to produce a viewshed analysis and/or a Sun/Shadow Study using industry-accepted methodologies to show the impact of a height variance proposal on neighboring streets and properties, in an effort to determine if there is an adverse impact caused by the proposal.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 164.11 **HEIGHT AND SETBACK REGULATIONS; EXCEPTIONS** TO ENHANCE LIVABILITY THROUGH APPROPRIATE TRANSITIONS IN BUILDING SCALE AND TO PROTECT ACCESS TO AIR AND SUNLIGHT AND TO ENACT AN EMERGENCY CLAUSE

WHEREAS, appropriate transitions in building scale enhance livability and architectural cohesion in mixed-use areas, helping to enrich our built environment by promoting the compatibility of new development with historic structures; and

WHEREAS, Fayetteville homeowners' rights to adequate sunlight and room for air and wind should be protected; and

WHEREAS, preservation of the many homeowners' single family residences used as homes in the Downtown Master Plan District and other areas with inadequate setback protection from large and tall buildings require that minimum side and rear setbacks and upper story stepbacks be enacted to ensure adequate sunlight, wind and air for these homes to remain attractive and healthful places to live; and

WHEREAS, residential homeowners who wish to install solar panels or passive solar heat collectors, etc. must have enough protected access to sunlight for these ecological and green technology products to work effectively; and

WHEREAS, trees and other plants within the yards of homes also need adequate sunlight that reasonable setback and stepback regulations can ensure.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends § 164.11 **Height of Setback Regulations; Exceptions** by amending its title to be: "**Height of Setback Regulations; Exceptions and Home Protection Requirements**" and by enacting a new (C) *Home Protection Requirements* as shown below:

Page 2
Ordinance No.

“(C) Home Protection Requirements.

Regardless of any other setback or build-to zone regulations, new multifamily, commercial, or mixed use construction which adjoins or abuts a single family home being used as a residence must at a minimum be set back from the side or rear adjoining property line at least fifteen (15) feet. The maximum height of the new building from the fifteen foot setback shall be thirty (30) feet for an additional fifteen (15) foot stepback from the residence’s property line. These setback and stepback requirements are minimums so that, if larger setbacks or stepbacks are required by other zoning laws, the larger setback/stepbacks are controlling.”

Section 2. Emergency Clause. That the City Council of the City of Fayetteville, Arkansas hereby determines that preservation of access and right to sunlight and adequate room for air and wind are vital necessities for houses used for residential purposes and that large multifamily, commercial, or mixed use development projects planned or proposed to be built with zero setbacks next to existing homes threaten the peace, health and safety of Fayetteville citizens such that it is necessary for the public peace, health and safety that this ordinance shall become effective without delay.

PASSED and APPROVED this 17th day of September, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville Staff Review Form

B. 2
RZN 13-4467 (Mount Comfort
and Shiloh/Kum & Go)
Page 1 of 24

City Council Agenda Items
and
Contracts, Leases or Agreements

10/1/2013

City Council Meeting Date
Agenda Items Only

Jesse Fulcher
Submitted By

Planning
Division

Development Services
Department

Action Required:

RZN 13-4467: Rezone (MOUNT COMFORT AND SHILOH/KUM & GO, 324): Submitted by CEI ENGINEERING for property located at THE NORTHWEST CORNER OF MOUNT COMFORT AND SHILOH. The property is zoned R-A, RESIDENTIAL AGRICULTURAL AND RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS/ACRE. and contains approximately 1.65 acres. The request is rezone the property to C-1, NEIGHBORHOOD COMMERCIAL.

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

Budgeted Item ☐

Budget Adjustment Attached ☐


Department Director 09.11.2013
Date

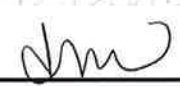
Previous Ordinance or Resolution # _____


City Attorney 9-16-13
Date

Original Contract Date: _____

Original Contract Number: _____


Finance and Internal Services Director 9/17/13
Date

Received in City Clerk's Office



Chief of Staff 9/18/13
Date

Received in Mayor's Office



Mayor 9/18/13
Date

Comments:

This item was left on the 2nd reading at the 10/15/13 cc mtg.
This item was left on the 1st Reading at the 10/1/13 cc mtg.



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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: September 13, 2013

Subject: RZN 13-4467 (Mount Comfort and Shiloh/Kum & Go)

RECOMMENDATION

The Planning Commission recommends approval of an ordinance to rezone the property to C-1, Neighborhood Commercial. Planning Division staff recommends denial of the request.

BACKGROUND

The subject property is located at the northwest corner of Mount Comfort Road and Shiloh Drive. The overall property contains approximately 23.50 acres, with 0.30 acres zoned RSF-4, Residential Single-family and 23.20 acres zoned Residential Agricultural. The property is developed with a single-family home and some type of vehicle and trailer storage yard.

The applicant has submitted an application to rezone 1.65 acres of the property from R-A, Residential Agricultural and RSF-4, Residential Single-family to C1, Neighborhood Commercial. The property is under contract by Kum & Go L.C., according to the applicant.

CITY PLAN 2030 FUTURE LAND USE MAP: *City Plan 2030 Future Land Use Plan designates this site as City Neighborhood Area.* These areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types. Non-residential uses range in size, variety and intensity from grocery stores and offices to churches, and are typically located at corners and along connecting corridors.

COMPATIBILITY: This property serves as a transition from the sounds and traffic volumes of I-540 and the residential characteristics of the Mount Comfort Road corridor. The C-1 development pattern, in staff's opinion, does not support an appropriate transition into a neighborhood, but rather extends a highway commercial form along the corridor. Further, the C-1 zoning district does not support the guiding policies of the City Neighborhood Area designation, including: protecting adjoining properties from the potential adverse impacts associated with non-residential uses adjacent to and within residential areas with proper mitigation measures that address scale, massing, traffic, noise, appearance, lighting, drainage, and effects on property values; encourage walkability as part of the street function; encourage pedestrian friendly, mixed-use buildings through the use of transparent glass and building entrances that address the street; and encourage properties to develop in an urban form.

DISCUSSION

On September 9, 2013, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 8-1-0 (Commissioner Chesser voted 'no').

BUDGET IMPACT

None.



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

FROM: Kit Williams, City Attorney

DATE: September 16, 2013

**RE: Rezoning request of Kum & Go for Neighborhood Commercial of
the corner of Mount Comfort and Shiloh**

The Planning Commission almost unanimously (Commissioner Chesser being the sole dissenter) recommended that the City Council approve Kum & Go's request for Neighborhood Commercial for a 1.65 acre parcel on the corner of Mount Comfort Road and Shiloh Drive which is primarily zoned Residential Agriculture (R-A) now. The Planning Commission rejected the Planning Department's advice to deny Kum & Go's request and just leave this parcel primarily R-A.

R-A zones may be used for:

(1) "Agriculture" which includes egg and truck farms, and smoking, curing and selling poultry and livestock;

(2) "Animal husbandry" which includes animal breeding farms, farms with livestock, animal hospitals, rodeo grounds, and rifle ranges;

- (3) "Manufactured homes"; and
- (4) "Animal boarding and training."

The first purpose of Residential-Agricultural pursuant to the U.D.C. is "to protect agricultural land until an orderly transition to urban development has been accomplished...."

Kum & Go's requested zoning district is Neighborhood Commercial whose purpose "is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas."

The Planning Commissioners pointed out that Kum & Go's convenience store/gas station would be the first place where the surrounding neighborhoods on Mount Comfort could purchase groceries and convenience goods or buy gas. Kum & Go's convenience store seems designed "to provide convenience goods . . . for person living in the surrounding neighborhoods."

The 2030 Future Land Use Map shows this area to be a City Neighborhood Area which the Planning Division writes should supply a mix of nonresident uses including grocery stores "typically located at corners and along connecting corridors." Grocery stores are not allowed in R-A, but they are allowed in Neighborhood Commercial as requested by Kum & Go for its proposed corner lot on the Mount Comfort corridor which the City has just improved to four lanes.

The City Council has wide discretion about whether or not to rezone property. However, before the City Council would vote not to approve the rezoning almost unanimously recommended by your Planning Commission, you should be able to articulate specific reasons why the uses allowed in R-A will better protect adjoining properties and property values than the recommended Neighborhood Commercial which allows the types of services that the Planning Department affirms that the City Neighborhood Area of Mount Comfort in the 2030 Plan calls for and which are not allowed in the current R-A.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 13-4467, FOR APPROXIMATELY 1.65 ACRES LOCATED AT THE NORTHWEST CORNER OF MOUNT COMFORT ROAD AND SHILOH DRIVE FROM R-A, RESIDENTIAL AGRICULTURAL AND RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, TO C-1, NEIGHBORHOOD COMMERCIAL.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from R-A, Residential Agricultural and RSF-4, Residential Single-Family, 4 units per acre to C-1, Neighborhood Commercial, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

PASSED and **APPROVED** this day of , 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

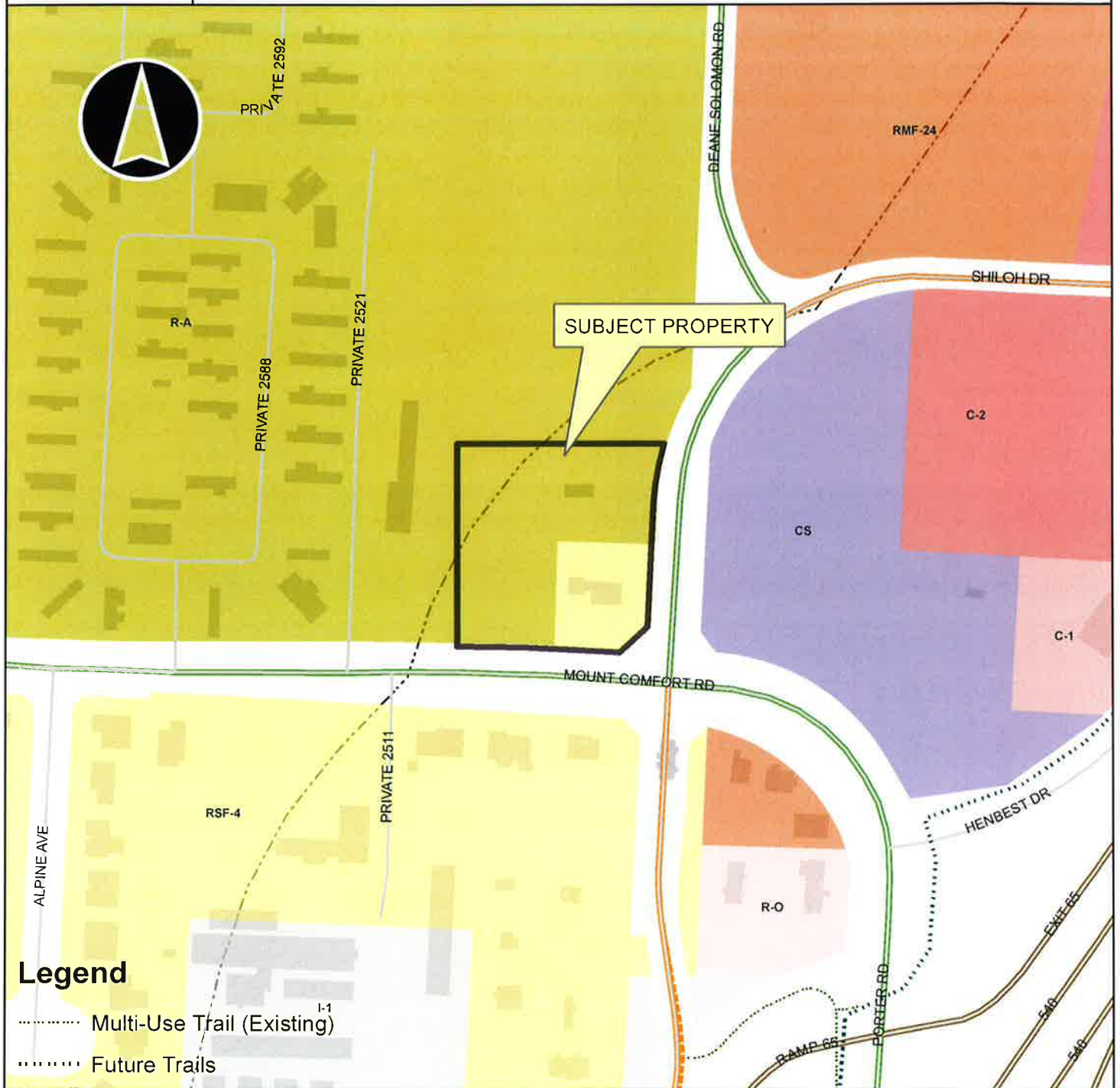
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

EXHIBIT 'A'

RZN13-4467

KUM AND GO

Close Up View



Legend

- Multi-Use Trail (Existing)
- Future Trails

Overview Fayetteville City Limits

- RZN13-4467
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area



EXHIBIT "B"
RZN 13-4467

A TRACT OF LAND BEING A PORTION OF INSTRUMENT NO. 2005-45625 AMONG THE PUBLIC RECORDS OF WASHINGTON COUNTY, ARKANSAS, LAYING IN THE FRACTIONAL NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, FIFTH PRINCIPAL MERIDIAN, AND BEING DESCRIBED MORE PARTICULARLY BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND 3" BRASS CAP AT THE SOUTHEAST CORNER OF SAID QUARTER PER CERTIFIED LAND CORNER RESTORATION – PERPETUATION AND RESTORATION RECORD BOOK CRI, PAGE 333 FILED AT ARKANSAS STATE SURVEYORS OFFICE; THENCE ALONG THE SOUTH LINE OF SAID QUARTER, NORTH 87°07'17" WEST, A DISTANCE OF 368.01 FEET; THENCE DEPARTING SAID LINE, NORTH 2°35'29" EAST, A DISTANCE OF 55.29 FEET TO THE EXISTING NORTH RIGHT-OF-WAY OF WEST MOUNT COMFORT ROAD PER INSTRUMENT NO. 2009-15429 AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 86°51'55" WEST, A DISTANCE OF 88.00 FEET TO THE NORTHWEST CORNER OF SAID INSTRUMENT NO. 2009-15429, BEING ALSO THE NORTHEAST CORNER OF INSTRUMENT NO. 2009-15427; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

- 1.) NORTH 86°51'55" WEST, A DISTANCE OF 41.86 FEET;
- 2.) NORTH 89°07'24" WEST, A DISTANCE OF 88.48 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 00°00'00" EAST, A DISTANCE OF 275.59 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 282.20 FEET TO THE WEST RIGHT-OF-WAY OF SHILOH DRIVE PER INSTRUMENT NO. 2009-15427;

THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES:

- 1.) 86.33 FEET ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14°07'57", A RADIUS OF 350.00 FEET, A LONG CHORD THAT BEARS SOUTH 09°56'14" WEST, AND A CHORD DISTANCE OF 86.11 FEET;
- 2.) SOUTH 02°52'18" WEST, A DISTANCE OF 164.52 FEET;



PC Meeting of September 9, 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
Matt Casey, Assistant City Engineer
THRU: Jeremy Pate, Development Services Director
DATE: September 4, 2013 Updated September 13, 2013

RZN 13-4467: Rezone (MOUNT COMFORT AND SHILOH/KUM & GO, 324): Submitted by CEI ENGINEERING for property located at THE NORTHWEST CORNER OF MOUNT COMFORT AND SHILOH. The property is zoned R-A, RESIDENTIAL AGRICULTURAL AND RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS/ACRE. and contains approximately 1.65 acres. The request is rezone the property to C-1, NEIGHBORHOOD COMMERCIAL.

Planner: Jesse Fulcher

BACKGROUND:

The subject property is located at the northwest corner of Mount Comfort Road and Shiloh Drive. The overall property contains approximately 23.50 acres, with 0.30 acres zoned RSF-4, Residential Single-family and 23.20 acres zoned Residential Agricultural. The property is developed with a single-family home and some type of vehicle and trailer storage yard. Surrounding land uses are shown in Table 1.

Table 1: Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Undeveloped	R-A, Residential Agricultural
South	Single-family residential	RSF-4, Residential Single-family 4 Units/ Acre
East	Undeveloped	CS, Community Services
West	Single-family residential	R-A, Residential Agricultural

Proposal: The applicant has submitted an application to rezone 1.65 acres of the property from R-A, Residential Agricultural and RSF-4, Residential Single-family to C1, Neighborhood Commercial. The property is under contract by Kum & Go L.C., according to the applicant.

Public Comment: Staff received a phone call inquiring about this rezoning from a resident in the area concerned with commercial development encroaching down the more residential areas of Mount Comfort Road.

PLANNING COMMISSION ACTION:

Date: September 9, 2013 ☐ Tabled ☒ Forwarded ☐ Denied

Motion: Winston **Second:** Hoskins **Vote:** 8-1-0 (Chesser voting 'no')

CITY COUNCIL ACTION:

Date: October 1, 2013 ☐ Approved ☐ Denied

RECOMMENDATION:

Staff recommends **denial** of **RZN 13-4467**. It is staff's opinion that development under the C-1 zoning district will result in a conventional commercial development pattern with design components that promote vehicle/pedestrian conflicts that ultimately discourage pedestrian activities. This development pattern does not encourage walkability or accessibility for residents in surrounding neighborhoods. Furthermore, the proposed zoning does not support the land use policies adopted with City Plan 2030, including Goal 3: We will make traditional town form the standard, or the policies of the City Neighborhood Area designation. City Neighborhood Areas encourage design elements that support pedestrian friendly, mixed-use developments that are sensitive to surrounding residential uses and utilize principals of traditional urban design.

INFRASTRUCTURE:

- Streets:** The site has access to Mount Comfort Road and Shiloh Drive. Both streets were improved by the City of Fayetteville. Any remaining street improvements will be evaluated at the time of development.
- Water:** Public water is available to the property. There is a 12" water main along Mount Comfort Road.
- Sewer:** Sanitary sewer is available to the site. There is an 8" sewer main along Mount Comfort Road. The capacity of the existing main will need to be evaluated at the time of development of this property.
- 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 development will be protected by Fire Station 7 located at 835 N Ruppel Road. It is 3 miles from the station with an anticipated response time of 4 minutes to this location. The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan* designates this site as **City Neighborhood Area**. These areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types. Non-residential uses range in size, variety and intensity from grocery stores and offices to churches, and are typically located at corners and along connecting corridors.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The proposed rezoning to C-1 is not consistent with land use planning objectives, principles, and policies. The Future Land Use Map designation for the property is City Neighborhood Area. These areas support a wide variety of land uses and densities depending on the context of each property. This particular property serves as a transition from the sounds and traffic volumes of I-540 and the residential characteristics of the Mount Comfort Road corridor. The C-1 development pattern, in staff's opinion, does not support an appropriate transition into a neighborhood, but rather extends highway commercial form along the corridor. Further, the C-1 zoning district does not support the guiding policies of the City Neighborhood Area designation, including: protecting adjoining properties from the potential adverse impacts associated with non-residential uses adjacent to and within residential areas with proper mitigation measures that address scale, massing, traffic, noise, appearance, lighting, drainage, and effects on property values; encourage walkability as part of the street function; encourage pedestrian friendly, mixed-use buildings through the use of transparent glass and building entrances that address the street; and encourage properties to develop in an urban form.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: In staff's opinion, the C-1 zoning district is not justified as this time. This zoning district does not fulfill or support many of the policies of the City Neighborhood Area designation, nor does it provide an appropriate transition into a residential district. The importance of a transition is even more evident, since the property to the east was recently rezoned to CS, Community Services. This form-based commercial zoning district allows a wide variety of residential and commercial uses, including all uses permitted in the C-1 zoning district, but prescribes a traditional development pattern, encouraged by the City Neighborhood Designation. Rezoning the subject property to C-1, when it is nearer to the residential districts along Mount Comfort, would create an incompatible development pattern in close proximity to residences, and diminish a necessary

transition between commercial and residential districts.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Rezoning the property to C-1 will increase traffic volumes over existing conditions. In staff's experience, high traffic generators along busy street corridors can create increased congestion and traffic danger if improperly designed. The Unified Development Code contains a number of access management requirements that can mitigate traffic conflicts, if they are implemented in the site design.**

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 should not substantially alter the population density in the area. 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: **N/A**

- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

TITLE XV UNIFIED DEVELOPMENT CODE

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half
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(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height requirements.* There shall be no maximum height limits in the A-1 District,

provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5195, 11-6-08; Ord. 5238, 5-5-09; Ord. 5479, 2-7-12)

161.07 District RSF-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.
Hillside Overlay District Lot minimum width	60 ft.	70 ft.
Hillside Overlay District Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
-------	------	------

15 ft.	5 ft.	15 ft.
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(F) *Building height regulations.*

Building Height Maximum	45 ft.
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Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

161.18 District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 25	Offices, studios, and related services

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 16	Shopping goods
Unit 34	Liquor stores
Unit 35	Outdoor music establishments*
Unit 36	Wireless communications facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	None
Side, when contiguous to a residential district	10 ft.
Rear	20 ft.

(F) *Building height regulations.*

Building Height Maximum	56 ft.*
-------------------------	---------

*Any building which exceeds the height of 20 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1965, App. A., Art. 5(V); Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.035; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5462, 12-6-11; Ord. 5592, 06-18-13)

www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

FIRE DEPARTMENT
303 West Center Street
Fayetteville, AR 72701
P (479) 575-8365 F (479) 575-0471**OFFICE OF THE FIRE MARSHAL**

Zoning Review

To: Jesse Fulcher
From: Battalion Chief H. Hunt
Date: August 12, 2013
Re: RZN 13-4467 (Mount Comfort and Shiloh/Kum & Go)

This development will be protected by Fire Station 7 located at 835 N. Ruppel.
It is 3 miles from the station with an anticipated response time of 4 minutes to this location.

The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.

If you have any questions please feel free to contact me.

Battalion Chief H. Hunt
Fire Marshal
479-718-7639



ENGINEERS ■ SURVEYORS ■ PLANNERS
LANDSCAPE ARCHITECTS ■ ENVIRONMENTAL SCIENTISTS

3108 SW Regency Parkway, Suite 2
Bentonville, AR 72712
(479) 273-9472 Fax (479) 273-0844

www.ceieng.com

July 29, 2013

Development Services Department
City of Fayetteville
125 W. Mountain Street
Fayetteville, AR 72701

RE: Request for Rezoning: Kum & Go #419, NWC of Mt. Comfort Rd & Shiloh Dr.

Dear Development Services,

Pursuant to the City of Fayetteville's Rezoning Application, the following information is provided to satisfy Item 5, sub-items a through I of the Rezoning Checklist.

5a. Current ownership information and any proposed or pending property sales.

The current owner of the land is Joan C. Hays, 2556 Mt. Comfort Rd #29, Fayetteville, AR 72704. The land is under contract by Kum & Go L.C., 6400 Westown Parkway, West Des Moines, IA 50266. Successful rezoning of the property is a contract contingency.

5b. Reason (need) for requesting zoning change.

The current zoning is RA (Residential Agriculture) which does not allow for the proposed use of a convenience store. A zoning change to C1 (Neighborhood Commercial) is requested to accommodate the applicant's land use.

5c. Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance, and signage.

The site is on the northwest corner of the signalized intersection of Mt. Comfort Rd. and Shiloh Dr. Both roads have recently been upgraded to create the 4 travel lanes on Mt. Comfort and the new traffic signal at the intersection with Shiloh Dr. The proposed land use is in compliance with the land use patterns as prescribed by the Future Land Use Map. Being that Kum & Go generally utilizes "pass-by" traffic for its customer base, and is not a "destination" land use, the proposed use will not generate an increase in traffic to the corridor. The site has adequate frontage on both Mt. Comfort Rd. and Shiloh Dr. to safely accommodate ingress and egress from the adjacent roadways. Kum & Go has developed an aesthetic brand for both the appearance and signage for their stores, and their brand will not be a visual distraction along the Mt. Comfort corridor.

5d. Availability of water and sewer (state size of lines).

Water – A 12" line exists on the south side of the property (north side of Mt. Comfort).
Sewer – An 8" line exists on the south side of the property (north side of Mt. Comfort).

5e. The degree to which the proposed zoning is consistent with the land use planning objectives, principles and policies, and with land use and zoning plans.

Providing Consolidated Land Development Services

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ GEORGIA ■ PENNSYLVANIA

The proposed zoning is consistent with the City Plan 2030 and the guiding policies of the City Neighborhood Areas in that the proposed use would serve the residents of Fayetteville rather than a regional population. Additionally it would provide a use that is accessible for the convenience of residents living in the adjacent residential districts.

5f. Whether the proposed zoning is justified and/or needed at the time of the request.

The proposed zoning is justified by the locations viability as a convenience store on the corner of two connecting corridors. The location would be utilized to provide convenience goods to residents that would reduce the length and number of vehicular trips generated by residents living to the west and south of the site; a large residential area which is devoid of commercial services.

5g. Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

The proposed zoning should not create, or considerably increase, traffic danger and congestion since the site has frontage on both Mt. Comfort Rd. and Shiloh Dr., both of which have been recently upgraded to the city's master street plan. This section of the corridor has good site distances and is not developed with regional destination type of land uses.

5h. Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

The proposed zoning should not alter the population density. It is a commercial land use, and as such will not foster any population increase.

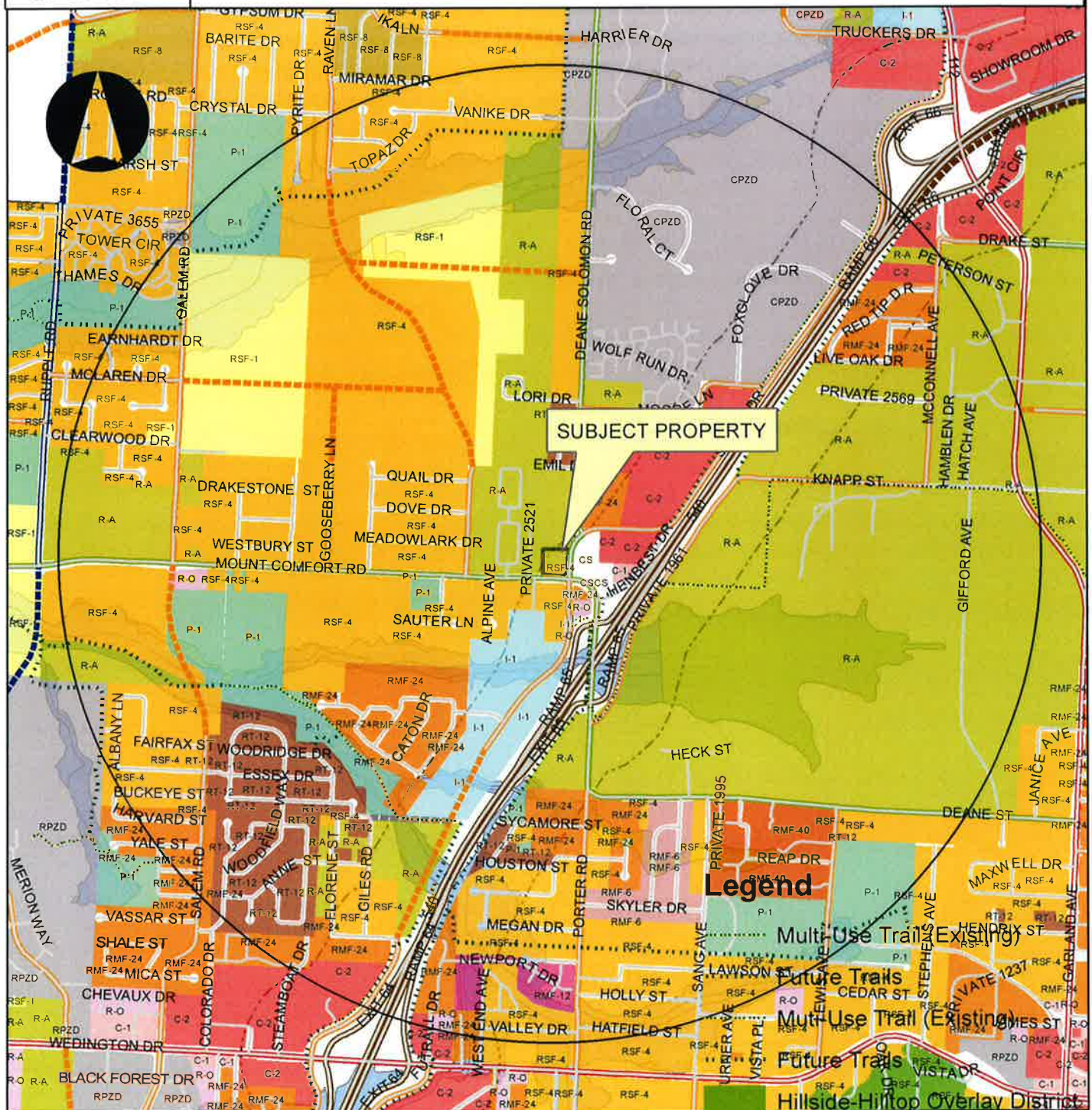
5i. Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.

The area surrounding this property that is currently zoned Residential Agriculture is transitioning to urban development. Rezoning the property would help prevent urban sprawl. The proposed land use would help to fill a need for commercial/retail services in the corridor. The closest commercial services are located 1.5 miles to the north at the I-540 and Garland Ave intersection, and 1.3 miles to the south at the I-540 and Weddington Dr. intersection.

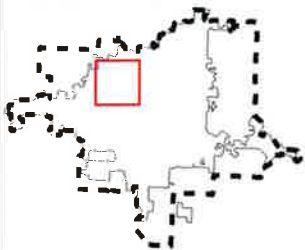
RZN13-4467

KUM AND GO

One Mile View



Overview



Legend

Subject Property
RZN13-4467

Boundary

0 0.25 0.5

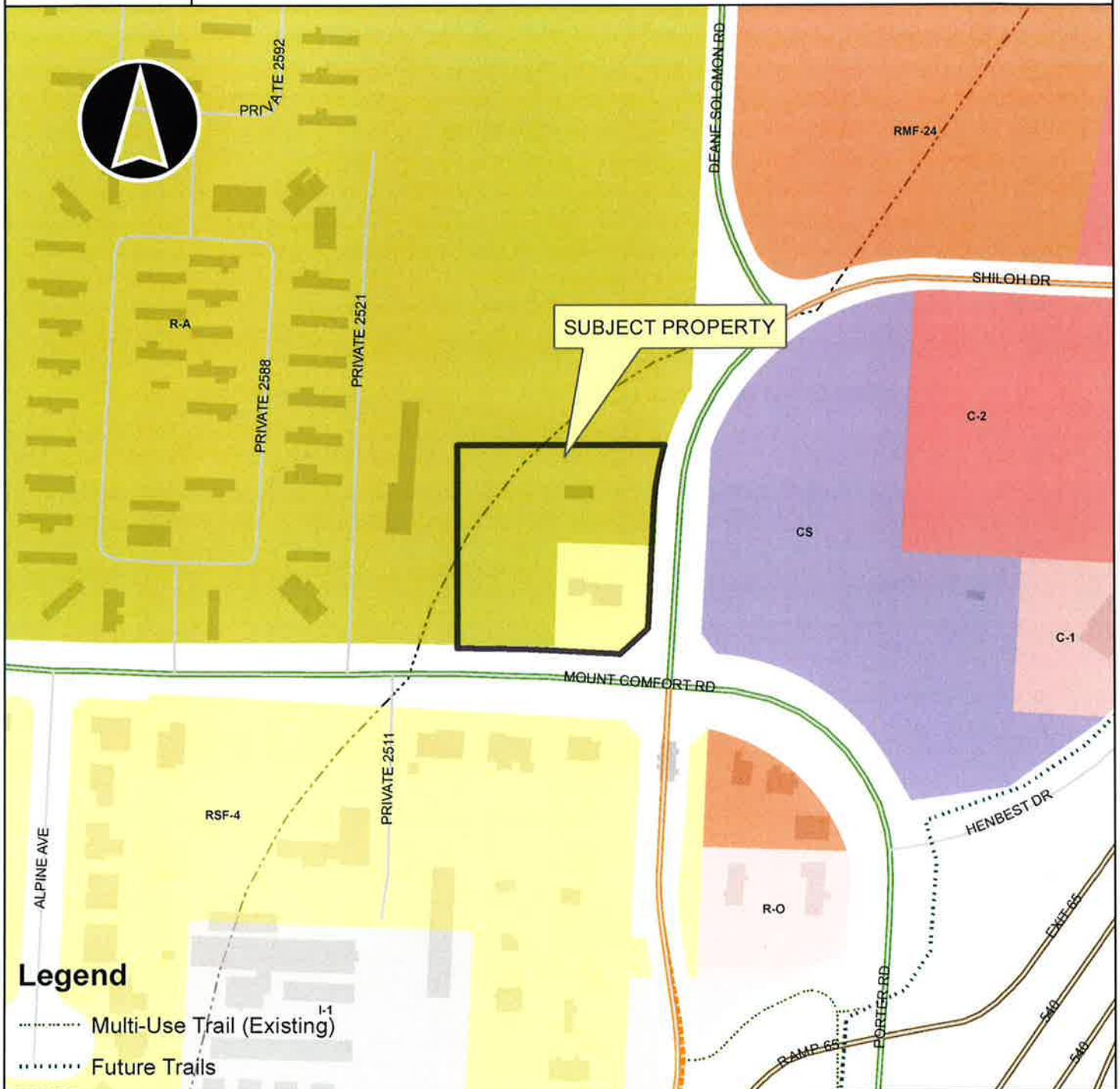
RZN13-4467
Design Overlay District
Planning Area
Fayetteville

1 Miles

RZN13-4467

KUM AND GO

Close Up View



Legend

- Multi-Use Trail (Existing)
- Future Trails

Overview Fayetteville City Limits

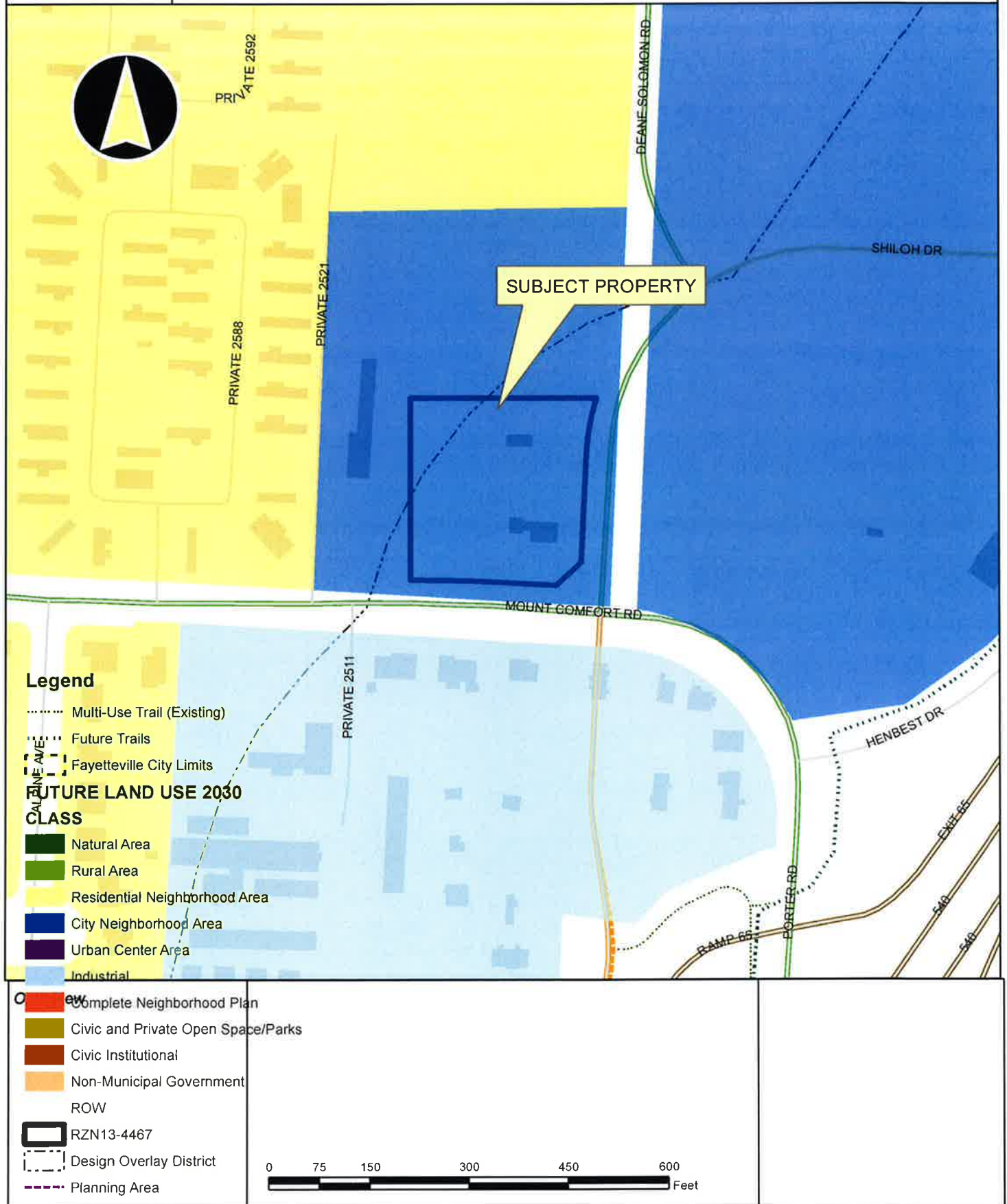
- RZN13-4467
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area

0 75 150 300 450 600 Feet

RZN13-4467

KUM AND GO

Future Land Use



RZN13-4467

KUM AND GO

Current Land Use



Overview Fayetteville City Limits

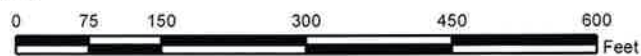
RZN13-4467

Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Planning Area



emailed to aldermen 10/1/13

From: "Parker, William A" <william.parker@zoetis.com>
To: "city_clerk@ci.fayetteville.ar.us" <city_clerk@ci.fayetteville.ar.us>
CC: "ward4_pos1@ci.fayetteville.ar.us" <ward4_pos1@ci.fayetteville.ar.us>, "...
Date: 10/1/2013 12:53 PM
Subject: Rezoning Mt. Comfort and Shiloh

I am in favor of the rezoning.

Drew Parker
884 N. Meadowlands Drive
Fayetteville, AR 72704

City Clerk - KUM N GO PROJEST-Porter Exit Mt Comfort/Shiloh

From: Ron Wilkins <ron@primesellsnwa.com>
To: <city_clerk@ci.fayetteville.ar.us>
Date: 10/18/2013 1:42 PM
Subject: KUM N GO PROJEST-Porter Exit Mt Comfort/Shiloh

We are in Favor of this Project! Antything we can do to help please let us know.

Resident

1493 N Jeremiah PL

porter exit- mt comfort-Shiloh-dean Solomon-emil-jeremiah

City of Fayetteville Staff Review Form

B. 3
Amend Chapter 115 Pawnbrokers
Page 1 of 6

City Council Agenda Items
and
Contracts, Leases or Agreements

10/15/2013

City Council Meeting Date
Agenda Items Only

Chief of Police Greg Tabor
Submitted By

Police
Division

Police
Department

Action Required:

Staff seeks council approval to amend Fayetteville City Code Chapter 115, Pawnbrokers, to include secondhand dealers.

\$0

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

☐

Greg Tabor

8/20/2013

Previous Ordinance or Resolution #

Department Director

Date

Original Contract Date:

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

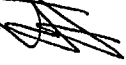
Date

Comments:

Revised January 15, 2009

this item was left on the 1st reading at the 10/15/13 cc mtg.

To: Mayor Lioneld Jordan and City Council

From: Greg Tabor, Chief of Police 

Date: Tuesday, August 20, 2013

Re: Pawnbroker and Secondhand Dealer Ordinance

Recommendation:

Staff seeks council approval to amend Fayetteville City Code Chapter 115, Pawnbrokers, to include secondhand dealers for the purpose of collecting, maintaining and reporting records of purchase.

Background and Discussion:

The first City of Fayetteville pawnbroker ordinance with a yearly fee was enacted on July 3, 1967. The police department requests the current code, Chapter 115, be amended to include secondhand dealers to assist in the identification and recovery of stolen property.

The police department held public meetings to work with merchants on the amendment. The two primary concerns from merchants were the proposed fifteen day holding period for purchased property and the \$300 yearly permit fee currently paid by pawnbrokers. The holding period for purchased items has been reduced to seven days, to match state law as it applies to pawnbrokers. The yearly permit fee has been reduced to \$75.00.

The ordinance amendment was presented to the City of Fayetteville Ordinance Review Committee on Monday, September 25, 2013. After minor revisions, it was determined the amended ordinance should be presented to the full council.

Secondhand dealers purchase many of the same items as pawnbrokers, but secondhand dealers have no responsibility to report purchases. The police department does not have any means to locate stolen property that has been sold to local secondhand dealers.

Budget Impact:

None

GT/jf

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 115: PAWNBROKERS OF THE CODE OF FAYETTEVILLE, RENAMING IT TO CHAPTER 115: PAWNBROKERS AND SECONDHAND DEALERS, REQUIRING LICENSURE OF SECONDHAND DEALERS AND REQUIRING ELECTRONIC REPORTING OF CERTAIN ITEMS PURCHASED BY SECONDHAND DEALERS

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends Chapter 115: Pawnbrokers of the Code of Fayetteville so that, after amendment, the chapter shall read as presented in Exhibit "A", which is attached hereto and incorporated herein.

PASSED and APPROVED this _____ day of _____, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

CHAPTER 115: PAWNBROKERS AND SECONDHAND DEALERS

115.01 Definitions

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(A) *Pawnbroker*. Any person, firm, or corporation whose business or occupation is to take, receive, by way of pledge, pawn, or exchange any goods, wares, or merchandise, or any kind of personal property whatsoever.

(B) *Secondhand Dealer*. Any person, partnership, corporation, limited liability company, or other legal entity, whether as a principal, agent or employee thereof, licensed under this Chapter, whose business includes selling, trading or buying any kind of used property for profit. For purposes of this Chapter, "used property" includes only the following:

- (1) Jewelry, precious metals, precious stones, collectible coins, watches, bracelets, rings, necklaces and earrings.
- (2) Electronics, typewriters, calculators, cash registers, copying machines, facsimile machines, computer hardware or software, computers, computer parts, computer monitors, computer printers, computer memory cards, computer storage media, computer hard drives, cellular telephones, televisions, speakers, stereos, stereo components, gaming consoles, any kind of accessories, cameras, video cameras or any other kind of device that can be used for viewing or listening to motion pictures, videos or music.
- (3) Tools used to facilitate manual or mechanical work.
- (4) Musical instruments, including all devices or contrivances designed to produce musical tones or sounds.
- (5) Compact discs (CDs), digital video discs (DVDs), blu-ray discs, video game discs, video game cartridges, and any other device that can be used in or attached to a gaming console or computer to play games.
- (6) Sporting equipment of any type needed for use in any sporting activity.

(C) Notwithstanding subsection (B) of this section, the following do not constitute secondhand dealers:

- (1) Persons conducting a private residential sale commonly known as a "garage sale" or "yard sale," so

long as such sale takes place on residentially zoned property.

- (2) An organization qualified as a section 501(c)(3) tax-exempt organization by the Internal Revenue Code.
- (3) A used motor vehicle dealer.
- (4) Auctioneers, auction houses and flea markets.
- (5) Antique or Used Furniture Dealers.
- (6) Persons solely conducting sales online via internet websites including, but not limited to, Craigslist and eBay.

115.02 License Requirements

(A) The business of owning, operating, or conducting a business defined by §115.01 hereof, as that of a pawnbroker or secondhand dealer, is hereby declared to be a privilege, and no person shall own, operate, conduct, or engage in any such business unless he has a current license to do so issued by the city.

(B) Licenses as herein provided for shall be issued by the finance department and attested by the license officer. The mayor shall have authority to promulgate from time to time any rules and regulations necessary for the proper administration of this chapter.

(C) *Application required.*

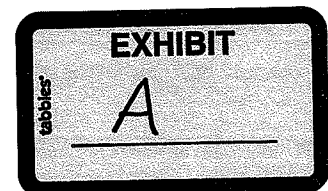
- (1) Any person desiring to engage in any business for which a license is required by this chapter shall file an application for such license with the license officer. The application shall then be referred to the chief of police of the city, who shall make a written recommendation to the mayor.

- (2) It shall be unlawful for any person to make any false statement or representation in any application or give any false statement or representation in any application or give any false answer to any question contained therein.

(D) The annual license fee shall be \$75.00.

(E) A license applied for under this chapter shall be issued by the mayor upon compliance by the applicant with all provisions of this chapter, including payment of the prescribed fee.

(F) A license issued under this chapter shall not be transferable.



(G) Every license issued under this chapter shall expire on the next December 31st following its issuance.

(H) *Revocation.*

- (1) When any person licensed under this chapter is convicted of a violation of any provision of this chapter, the court shall, in addition to the penalty imposed for such violation, revoke such person's license.
- (2) When any license is revoked under this chapter no new license shall be issued to the same person within one year after such revocation.

115.03 Duty To Maintain Books And Records

Every pawnbroker and secondhand dealer shall keep a book or record, which shall be numbered consecutively and will correspond to the pawn ticket or stub issued to the person so pawning, pledging, leaving as security, or selling such article. The book or record shall contain an accurate, detailed description, so as to be readily identified, bearing the serial number, if it has one, of the article so pawned, pledged, left as security, or sold, as well as the make, model, color and size of the article. The book or record shall further contain the date and hour the article was pawned, pledged, left as security, or sold, the name, residence, address, state-issued identification or driver's license number, telephone number, date of birth, and signature of the person so pawning, pledging, leaving such article as security, or selling, the amount of money loaned or advanced on the article, and the date that such is to be redeemed, or the sale amount of the article. The book or record shall at all times be open to inspection by the chief of police, or any police officer of the city.

115.04 Daily Reports

Every pawnbroker, pawnshop, or secondhand dealer doing business in the City of Fayetteville, Arkansas, shall be required to upload via internet connection to the entity designated by the Fayetteville Police Department, information detailing all goods pawned, pledged, or left as security or sold with the pawnbroker, pawnshop, or secondhand dealer, within (1) business day of receipt.

115.05 Waiting Period Before Disposition Of Pawned Article Or Article Sold to Secondhand Dealer

It shall be unlawful for any pawnbroker, or secondhand dealer to sell, exchange, barter, or remove from his place of business or permit to be sold or redeemed any article pawned, pledged, left as security, or sold for a period of seven (7) days after making such daily report unless the article is redeemed by the person who sold or pawned it.

115.06-115.98 Reserved

115.99 Penalty

Every person, firm, or corporation, or their agents, servants, or employees, who shall violate any of the provisions of this chapter, shall upon conviction thereof, be guilty of a misdemeanor, and shall be fined in a sum not less than \$10.00 nor more than \$50.00, and each day's violation shall constitute a separate offense.

City of Fayetteville Staff Review Form

B. 4
Boston Mountain Solid Waste District
Page 1 of 6

City Council Agenda Items
and
Contracts, Leases or Agreements

October 15th, 2013

City Council Meeting Date
Agenda Items Only

Brian Pugh

Submitted By

Solid Waste and Recycling

Division

Transportation Services

Department

Action Required:

Ordinance waiving the requirements of formal competitive bidding and authorizing a Contract for Service with Boston Mountain Solid Waste District for an education position utilized in the Solid Waste and Recycling Division.

\$ 25,000.00

Cost of this request

\$ 739,593.00

Category / Project Budget

Services & Charges

Program Category / Project Name

5500.5000.5315.00

Account Number

\$ 444,390.10

Funds Used to Date

SW Operations & Administration

Program / Project Category Name

\$ 295,202.90

Remaining Balance

Solid Waste and Recycling

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Terry J. Gully
Department Director

9-27-13
Date

Previous Ordinance or Resolution #

City Attorney

10-1-13
Date

Original Contract Date:

Original Contract Number:

Paul A. Beck
Finance and Internal Services Director

10-1-2013
Date

Received in City
Clerk's Office

09-27-13 P03:06 RCVD

Chief of Staff

10-1-13
Date

Received in
Mayor's Office

ENTERED
10/1/13

Mayor

10/1/13
Date

Comments:

This ordinance was left on the 2nd reading at the 10/15/13 CC mtg.

To: Fayetteville City Council

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

From: Brian Pugh, Waste Reduction Coordinator *BP*

Date: September 27, 2013

Subject: Ordinance waiving the requirements of formal competitive bidding and authorizing a Contract for Service with the Boston Mountain Solid Waste District for an education position utilized in the Solid Waste and Recycling Division.

RECOMMENDATION

Fayetteville City Administration recommends authorizing a ordinance waiving the requirements of formal competitive bidding and authorizing a Contract for Service with the Boston Mountain Solid Waste District for an education position utilized in the Solid Waste and Recycling Division.

BACKGROUND

The Solid Waste & Recycling Division utilized two Energy Corp members from November 2012 to September 2013 for education related activities. The two positions were split with one full time and one part time position working on the recycling marketing and education programs. To date these positions have helped with these programs by reaching approximately 1,800 people with presentations ranging from solid waste and recycling tours, waste free lunches, recycling basics, composting techniques and how recycling can help with energy savings. These positions have been vital working in house on researching other programs, website maintenance and brochure and sign development and also crucial in conducting outreach to businesses and non-profits. These positions conducted much of the door to door education in rolling out the commercial glass program and cigarette litter prevention plan on Dickson St.

DISCUSSION

The Energy Corp program is no longer being funded through the Federal Government so there will be no positions in the 2013-2014 period in which to apply for help with the recycling education efforts. The Boston Mountain Solid Waste District has an agreement in place with Madison County to supply an education position for their programs. In addition, Boston Mountain is hiring for a position that would work 20 hours a week for Washington County and 20 hours a week for the City of Fayetteville conducting education for the recycling programs.

The employee hired for the new education position would be employed through the Boston Mountain Solid Waste District and the District would handle all personnel issues and benefit packages. The cost for the City would be \$25,000 per year and would come from education budget funds already approved for 2013 and 2014.

BUDGET IMPACT

The agreement is for \$25,000 and will be paid for from the Solid Waste and Recycling Budget – Promotional Activities 5500.5060.5342.00. In 2013 the cost will be pro-rated for the last remaining quarter in 2013. There is sufficient funding in the operating budget for this position.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT WITH THE BOSTON MOUNTAIN SOLID WASTE DISTRICT IN THE AMOUNT OF \$25,000.00 FOR AN ENVIRONMENTAL AND RECYCLING EDUCATION PROGRAM

WHEREAS, the Boston Mountain Solid Waste District is willing to cost-share a position, to be employed by the District, to provide environmental and recycling education; and

WHEREAS, the Boston Mountain Solid Waste District already has an agreement in place with Madison County to supply an education program and cost-sharing this position with the District would be the most cost-effective way to provide this educational program,

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 (marked as Exhibit "A" attached hereto and made a part hereof) between the City of Fayetteville, Arkansas and the Boston Mountain Solid Waste District in the amount of \$25,000.00 for the provision of an environmental and recycling education program for the citizens of Fayetteville.

PASSED and APPROVED this 15th day of October, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT A 11.0

CONTRACT FOR SERVICE

The Boston Mountain Regional Solid Waste Management District (District) and the City of Fayetteville, Arkansas agree to enter into the following agreement to provide environmental education and outreach in the City of Fayetteville.

Environmental Education is to be provided by the District. The District has the resources available to provide public education and community outreach relating to solid waste management and waste minimization education in Fayetteville.

It is agreed by the District and the City of Fayetteville as follows:

The District shall:

1. Provide waste reduction and waste minimization education to citizens of the City of Fayetteville.
2. Prepare and present education programs to Fayetteville's citizens on services and programs available to them related to solid waste management, including recycling.
3. Provide an environmental educator that will perform at least 1,040 hours per year on environmental education for the City. For any partial year performance, the District shall provide a prorated number of hours per year at a rate of 86.67 hours per month.
4. The environmental educator will be an employee of Boston Mountain Solid Waste District. The District agrees to indemnify and hold harmless, to the extent such is not in conflict with immunities provided for by state law, the City of Fayetteville and all of its officers and officials from any claims, of whatever nature, relating to the employment of the environmental educator.
5. Provide an annual report to the City of outreach programs and services performed. Said report shall be provided by January 31 of the year for the prior year. The report shall include detailed statistics regarding the number of Fayetteville citizens served by the education services provided by the District pursuant to this agreement, and the nature and content of educational services provided.

The City of Fayetteville shall:

1. Pay for this service the sum of \$25,000 per calendar year. A pro-rated sum shall be paid for any partial year performance for the calendar year of the execution of this agreement (2013).

This contract shall renew automatically on an annual basis unless by December 1st, either party provides written notice to the other of its intention not to renew this agreement.

All provisions of this agreement are contingent on annual budget authority granted by the City Council of the City of Fayetteville, Arkansas.

11.0

Signatures:

BOSTON MOUNTAIN REGIONAL SOLID WASTE
MANAGEMENT DISTRICT



HONORABLE FRANK WEAVER
BOARD CHAIRMAN

Oct. 3, 2013
DATE

CITY OF FAYETTEVILLE, ARKANSAS

MAYOR LIONELD JORDAN

DATE

**City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts**

11/5/2013
City Council Meeting Date

Greg Tabor
Submitted By

Police
Division

Police
Department

Action Required:

Request for public hearing to determine if a Certificate of Public Convenience and Necessity should be issued to Destiny Limousines, LLC, DBA Ambassador Transportation Services for Taxi and Limousine service.

N/A
Cost of this request

N/A
Category / Project Budget

N/A
Program Category / Project Name

N/A
Account Number

N/A
Funds Used to Date

N/A
Program / Project Category Name

N/A
Project Number

N/A
Remaining Balance

N/A
Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

[Signature]
Department Director

10-2-13
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

[Signature]
City Attorney

10-2-13
Date

Received in City Clerk's Office

[Signature] 10-02-13P01:06 RCVD

Paul A. Becher
Finance and Internal Service Director

10-3-2013
Date

Received in Mayor's Office

ENTERED
10/3/13

[Signature]
Mayor

10/9/13
Date

Comments:



www.accessfayetteville.org

C. 1
Destiny Limousines, LLC,
DBA Transportation Services
THE CITY OF FAYETTEVILLE, ARKANSAS
POLICE DEPARTMENT
100-A West Rock Street
Fayetteville, AR 72701
P (479) 587-3555 F (479) 587-3522

TO: Mayor Lioneld Jordan and Members of the City Council

FROM: Greg Tabor, Chief of Police 

DATE: September 30, 2013

RE: Request for Public Hearing on a Certificate of Public Convenience and Necessity for Destiny Limousines, LLC, DBA Ambassador Transportation Services

Recommendation:

The council should schedule a public hearing to determine if a Certificate of Public Convenience and Necessity should be issued to Destiny Limousines, LLC, DBA Ambassador Transportation Services

Background:

City Ordinance 117 article IV governs the application process for taxis and limousines and requires a public hearing to determine if there exists the further need for taxicab and limousine service.

Discussion:

Attached are copies of Mr. Zimmerman's application for his certificate, financial statement, and proof of insurance.

Budget Impact:

None.

GT;jh

RESOLUTION NO. _____

A RESOLUTION GRANTING A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO DESTINY LIMOUSINES, LLC DBA AMBASSADOR TRANSPORTATION SERVICES FOR THE OPERATION OF TWO (2) TO SIX (6) TAXICABS AND ONE (1) TO TWO (2) LIMOUSINES IN THE CITY OF FAYETTEVILLE

WHEREAS, the City Council of the City of Fayetteville, Arkansas finds that further taxicab and limousine service in the City is required by the public convenience and necessity; and

WHEREAS, the City Council of the City of Fayetteville, Arkansas, taking into consideration the number of taxicabs and limousines already in operation, whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions and the character, experience, and responsibility of the applicant, finds the applicant, Destiny Limousines, LLC dba Ambassador Transportation Services is fit, willing, and able to perform such public transportation and to conform to the provisions of Article IV of Chapter 117 of the Fayetteville Code of Ordinances,

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby grants a Certificate of Public Convenience and Necessity to Destiny Limousines, LLC dba Ambassador Transportation Services for the operation of two (2) to six (6) taxicabs and one (1) to two (2) limousines in the City of Fayetteville, in accordance with Article IV of Chapter 117 of the Fayetteville Code of Ordinances.

PASSED and APPROVED this 5th day of November, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Certificate of Public Convenience & Necessity Application/Renewal

As required to comply with Chapter 117 of the Fayetteville Code of Ordinances

Dane Zimmerman	1116 S. Walton BLVD, Suite 122, Bentonville, AR 72712	479-250-1594
Applicant Name	Address	Phone Number

Destiny Limousines, LLC - Dba. Ambassador Transportation Services	479-250-1594
Name of Business	Phone Number

1116 South Walton BLVD, Suite 122, Bentonville, AR 72712
Business Location

1116 South Walton BLVD, Suite 122, Bentonville, AR 72712
Mailing Address

LLC
Type of Business (Sole Proprietor, Corporation, LLC)

Name and address of all owners, officers, and stockholders:

Dane Zimmerman, 3 Earby Lane, Bella Vista, AR 72714

Name of person to whom complaints should be directed:

Dane Zimmerman

Financial status of applicant (Attach financial statement or profit and loss statement)

List any unpaid judgments against any of the owners, officers, and stockholders and the nature or acts giving rise to said judgments:

None

Describe the experience of all owners, officers, and stockholders in the transportation of passengers:

Ambassador Transportation Services has offered limousine, taxi, shuttle, and car services to the Bentonville area since March 2012. Ambassador Transportation would like to expand services and meet legal requirements per the City of Fayetteville Ordinance

Give any facts you believe tend to prove the necessity of granting a certificate:

According to City of Fayetteville Ordinance, all taxi and limousine services must obtain a permit to operate within the city of Fayetteville. Ambassador Transportation frequently receives request to deliver and pick up passengers that originated from Bentonville, Bella Vista, and Rogers. We would like to do so legally.

List the number of vehicles that will be under your operation or control: 8

Minimum and Maximum number of vehicles to be permitted:	Minimum	Maximum
Taxi	2	6
Limousine	1	2

List the location of proposed depots and terminals:

Ambassador Transportation will maintain our depot location in Benton County and has no intentions of additional depots in Fayetteville.

Describe the color scheme or insignia to be used to designate your vehicle:

Ambassador Transportation taxis are white with a logo on the back side windows, rear window, and
a taxi logo on the front driver and passenger doors. All logos have an "A" with a tophat.

List your days and hours of operation:

Monday-Sunday 24 hours daily

List any days you do not propose to provide taxicab service to the general public:

Ambassador Transportation is closed on Christmas Day and runs limited services on Thanksgiving and
Christmas eve.

List your proposed passenger rate schedule:

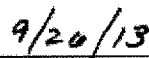
\$2.60/mile + \$3.50 1st passenger, \$2.00 per additional passenger

Police Department Representative

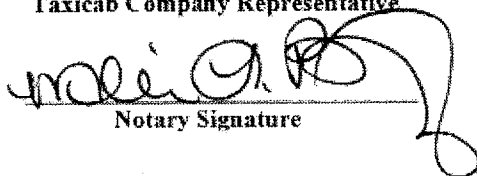
Date



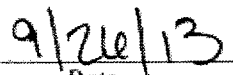
Taxicab Company Representative



Date

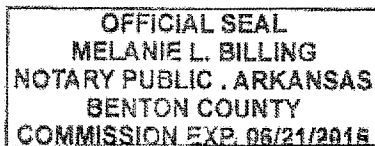


Notary Signature



Date

Notary Stamp:



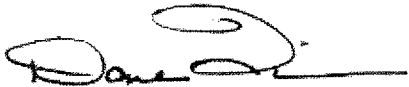
Statement of Overall Financial Status

To whom it may concern:

Ambassador Transportation Services operates a balanced budget with no outstanding debts against us. Ambassador's fleet consists of 8 vehicles (1 limousine, 1 SUV, 1 Sedan, 2 large passenger vans, and 3 taxicab minivans); six of the eight vehicles are paid for with titles in hand (all vehicles in operation within the city of Fayetteville).

Further questions should be addressed to the undersigned at 479-426-1310.

Thanks for your consideration.



Dane Zimmerman, CEO
Ambassador Transportation Services
1116 S. Walton BLVD, Suite 122
Bentonville, AR 72712
Dispatch: 479-250-1594
Website: www.ATS-NWA.com
Facebook: www.facebook.com/atsnwa

9/26/13

Date

NEW
RENEWAL NUMBER
CROSS REFERENCE NUMBER

CYPRESS INSURANCE COMPANY
SAN FRANCISCO, CALIFORNIA
BUSINESS AUTO COVERAGE DECLARATIONS

☐ The Declarations
include a second part
designated "Part 2".

03 APM 002884 - 01

Producer

ITEM ONE NAMED INSURED & ADDRESS
DESTINY LIMOUSINES, LLC
DBA: AMBASSADOR TRANSPORTATION
SERVICES
1116 S WALTON BLVD STE 122
BENTONVILLE, AR 72712

Brandi McKinney
McGhee Insurance Agency, Inc.
2894 W Walnut Ave, Ste A
Rogers, AR 72756

FORM OF NAMED INSURED'S BUSINESS: LLC

NAMED INSURED'S BUSINESS Airport Transportation

POLICY PERIOD: Policy covers FROM 08/15/2013 12:01 AM TO 08/15/2014 12:01 A.M. Standard Time at the Named Insured's Address stated above

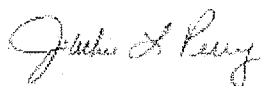
ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage below)	LIMIT OF INSURANCE THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	7	\$ 300,000 CSL	\$ 12,586
PERSONAL INJURY PROTECTION (P.I.P.) (or equivalent No-fault coverage)		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS Deductible	\$
ADDED P.I.P. (or equivalent added No-fault cov.)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT	\$
PROPERTY PROTECTION INSURANCE (P.P.I.) (theft only)		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS Deductible FOR EACH ACCIDENT	\$
AUTO MEDICAL PAYMENTS	7	\$ 5,000	\$ 1,248
UNINSURED MOTORISTS	10	\$ 300,000 CSL (BI/PD)	\$ 712
UNDERINSURED MOTORISTS (when not included in Uninsured Motorists coverage)	10	\$ 300,000 CSL (BI Only)	\$ 712
PHYSICAL DAMAGE INSURANCE			
COMPREHENSIVE COVERAGE	7	\$ See M 3912b (08/2001)	\$ Incl
SPECIFIED CAUSES OF LOSS		\$	\$
COLLISION COVERAGE	7	\$ See M 3912b (08/2001)	\$ 6,095
TOWING AND LABOR		\$ Deductible FOR EACH COVERED AUTO	\$
FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION See M4572 (12/1994)		PREMIUM FOR ENDORSEMENTS	\$
		ESTIMATED TOTAL PREMIUM	\$ 21,353
ENTER SYMBOL 10 DESCRIPTION HERE:			
POLICY SUBJECT TO A FULLY EARNED POLICYWRITING MINIMUM PREMIUM OF \$		0	IF CANCELLED BY THE INSURED.
ITEM THREE - SCHEDULE OF COVERED AUTOS AS ATTACHED			

Countersigned At _____ By _____ AUTHORIZED SIGNATURE

In Witness whereof, we have caused this policy to be executed and attested.



Secretary



President

SCHEDULE OF FORMS AND ENDORSEMENTS AT POLICY INCEPTION

POLICY # 03 APM 002884 - 01

INSURED DESTINY LIMOUSINES, LLC

EFFECTIVE 08/15/2013 12:01 AM

M 5603	01/2011	Commercial Policy Jacket
IL 0909	03/1998	Arkansas notice
M 5605	02/2011	Business Auto Coverage Declarations
M 4572	12/1994	Schedule of Forms and Endorsements at Policy Inception
M 5171	06/2004	Schedule of Covered Autos
CA 0001	03/2010	Business Auto Coverage Form
M 3912b	08/2001	Stated Amount Insurance
CA 2108	03/2006	Arkansas Uninsured Motorists Coverage
CA 2166	03/2006	Arkansas Uninsured Motorists Coverage - Property Damage
CA 3128	03/2006	Arkansas Underinsured Motorists Coverage
M 5644	09/2011	Arkansas Underinsured Motorists Coverage Amendatory Endorsement
M 4487	04/1994	Auto Medical Payments Coverage
CA 9944	12/1993	Loss Payable Clause
CA 0162	10/2007	Arkansas Changes
IL 0021	09/2008	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
M 5007a	10/2009	Arkansas Policyholders Important Notice
M 5479	04/2010	Towing and Storing Costs
CA 2402	12/1993	Public Transportation Autos
IL 0017	11/1998	Common Policy Conditions
IL 0231	09/2008	Arkansas Changes - Cancellation
M 5623	04/2011	Application of Policy - Financial Responsibility
M 3920	03/1988	Punitive Damage Exclusion Duty to Defend Amendment
M 4803	02/1998	Abuse or Molestation Exclusion
M 5397	02/2009	Driver List

Form Version 041001

08/15/2013 12:24 991CAB71-03E9-48E1-8BFE-ACD51C24CEE

M-4572 (12/94)

SCHEDULE OF COVERED AUTOS

M-5171 (06/2004)

POLICY NUMBER 03 APM 002884 - 01

EFFECTIVE DATE 08/15/2013 12:01 AM

NAMED INSURED DESTINY LIMOUSINES, LLC

Policy-Level Coverages			The premium charge for Uninsured and Underinsured Motorist Coverage is a policy charge; separate premium charges are not made for individual covered autos.					
Uninsured Motorist Coverage								
Underinsured Motorist Coverage								
Other								
Vehicle #	Year	Make & Model	VIN	Use* (C/S/R)	Radius	Category	Garage City/State	GVW or Seating Cap.
	Liability Premium	Medical Payments Premium	Personal Injury Protection Premium	Additional Insured Premium		In-Tow Premium	Excess Premium	
	Specified Limit or ACU	Specified Causes (S) or Comprehensive (C)	Specified Causes or Comprehensive Premium	Specified Causes or Comprehensive Deductible		Collision Premium	Collision Deductible	
1	1994	LINCOLN TOWN CAR	1L1FM81W9W715462	C	100 Miles	3	BENTONVILLE, AR	4 Seats
	1,545	209		1500 Ded		754	1000 Ded	
	11,000	C	Incl					
2	2009	FORD E-350	1F0B831L19D404161	C	100 Miles	3	BENTONVILLE, AR	15 Seats
	1,613	114		1000 Ded		1,006	1000 Ded	
	20,000	C	Incl					
3	2009	FORD E-350	1F0B831L19D404162	C	100 Miles	3	BENTONVILLE, AR	15 Seats
	1,638	116		1000 Ded		1,006	1000 Ded	
	20,000	C	Incl					
4	2007	CHEVROLET TAHOE	1GNB K12067H157856	C	100 Miles	3	BENTONVILLE, AR	7 Seats
	1,482	122		1000 Ded		5,261	1000 Ded	
	31,000	C	Incl					
5	2004	CHEVROLET UPLANDER	1GN0V3SL16D215644	C	100 Miles	3	BENTONVILLE, AR	7 Seats
	1,488	503		1000 Ded		611	1000 Ded	
	12,000	C	Incl					
6	2004	CADILLAC DTS	1G8K057Y16U255938	C	100 Miles	3	BENTONVILLE, AR	5 Seats
	1,640	205		500 Ded		754	1000 Ded	
	13,000	C	Incl					
7	2008	CHEVROLET UPLANDER	1GN0V31164D176816	C	100 Miles	3	BENTONVILLE, AR	7 Seats
	1,658	153		1000 Ded		664	1000 Ded	
	12,500	C	Incl					
8	2002	CHRYSLER TOWN & COUNTRY	2C4JUP74L52H707885	C	100 Miles	3	BENTONVILLE, AR	9 Seats
	1,556	138						
*Use (C = Commercial, S = Service, R = Rental)								

08/15/2013 12:24 991CAB71-03E9-48E3-8BFE-ACD51C24CEEF

M-5171 (06/2004)

ARKANSAS PROOF OF INSURANCE CARD

COMPANY NAIC NUMBER COMPANY NAME AND ADDRESS ☒ COMMERCIAL ☐ PERSONAL
Northland Insurance Company

COMPANY PHONE NUMBER

POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE
TP252577 05/13/13 08/15/13

YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER
2002 Chrysler Town & C 2C4GP74L52R707885

AGENCY ISSUING CARD
**McKinney Group Inc
Connor Welch
2894 W. Walnut Ave., Suite A
Rogers, AR 72756**

AGENCY PHONE NUMBER
479-433-4505
INSURED NAME AND ADDRESS

**Destiny Limousines, LLC
dba Ambassador Trans. Services
1116 S Walton Blvd Ste 122
Bentonville, AR 72712**

SEE IMPORTANT NOTICE AND EXCLUDED DRIVERS ON REVERSE SIDE

**THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND**

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

NAMES OF EXCLUDED DRIVERS:

ARKANSAS PROOF OF INSURANCE CARD

COMPANY NAIC NUMBER COMPANY NAME AND ADDRESS ☒ COMMERCIAL ☐ PERSONAL
Cypress Insurance Company
P.O. Box 2048, Omaha, NE 68103

COMPANY PHONE NUMBER
888-495-8949

POLICY NUMBER
03APM002884-01

EFFECTIVE DATE
08/15/13

EXPIRATION DATE
08/15/14

YEAR MAKE/MODEL
2008 Chevrolet Uplander

VEHICLE IDENTIFICATION NUMBER
1GNDV23168D126815

AGENCY ISSUING CARD
McKinney Group Inc
Connor Welch
2894 W. Walnut Ave., Suite A
Rogers, AR 72756

AGENCY PHONE NUMBER
479-633-0505
INSURED NAME AND ADDRESS

Destiny Limousines, LLC
dba Ambassador Trans. Services
1116 S Walton Blvd, Ste 158
Bentonville, AR 72712

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ARKANSAS PROOF OF INSURANCE CARD

COMPANY NAIC NUMBER

COMPANY NAME AND ADDRESS



COMMERCIAL



PERSONAL

Cypress Insurance Company

P.O. Box 2048, Omaha, NE 68103

COMPANY PHONE NUMBER

888-495-8949

POLICY NUMBER

03APM002884-01

EFFECTIVE DATE

08/15/13

EXPIRATION DATE

08/15/14

YEAR

2006

MAKE/MODEL

Cadillac DTS

VEHICLE IDENTIFICATION NUMBER

1G6KD57Y16U255038

AGENCY ISSUING CARD

McKinney Group Inc

Connor Welch

2894 W. Walnut Ave., Suite A

Rogers, AR 72756

AGENCY PHONE NUMBER

479-633-0505

INSURED NAME AND ADDRESS

Destiny Limousines, LLC

dba Ambassador Trans. Services

1116 S Walton Blvd, Ste 158

Bentonville, AR 72712

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- 1. Name and address of each driver, passenger and witness.**
- 2. Name of Insurance Company and policy number for each
vehicle involved.**

NAMES OF EXCLUDED DRIVERS:

ARKANSAS PROOF OF INSURANCE CARD

COMPANY NAIC NUMBER

COMPANY NAME AND ADDRESS



COMMERCIAL



PERSONAL

Cypress Insurance Company

P.O. Box 2048, Omaha, NE 68103

COMPANY PHONE NUMBER

888-495-8949

POLICY NUMBER

03APM002884-01

EFFECTIVE DATE

08/15/13

EXPIRATION DATE

08/15/14

YEAR

2006

MAKE/MODEL

Chevrolet Uplander

VEHICLE IDENTIFICATION NUMBER

1GNDV33L06D219544

AGENCY ISSUING CARD

McKinney Group Inc

Connor Welch

2894 W. Walnut Ave., Suite A

Rogers, AR 72756

AGENCY PHONE NUMBER

479-633-0505

INSURED NAME AND ADDRESS

Destiny Limousines, LLC

dba Ambassador Trans. Services

1116 S Walton Blvd, Ste 158

Bentonville, AR 72712

SEE IMPORTANT NOTICE AND EXCLUDED DRIVERS ON REVERSE SIDE

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VEHICLE AND PRESENTED UPON DEMAND**

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

NAMES OF EXCLUDED DRIVERS:

ARKANSAS PROOF OF INSURANCE CARD

COMPANY NAIC NUMBER COMPANY NAME AND ADDRESS ☒ COMMERCIAL ☐ PERSONAL
Cypress Insurance Company
P.O. Box 2048, Omaha, NE 68103

COMPANY PHONE NUMBER
888-495-8949

POLICY NUMBER
03APM002884-01

EFFECTIVE DATE
08/15/13

EXPIRATION DATE
08/15/14

YEAR MAKE/MODEL
2007 Chevrolet Tahoe

VEHICLE IDENTIFICATION NUMBER
1GNFK13007R157854

AGENCY ISSUING CARD
McKinney Group Inc
Connor Welch
2894 W. Walnut Ave., Suite A
Rogers, AR 72756

AGENCY PHONE NUMBER
479-633-0505
INSURED NAME AND ADDRESS

Destiny Limousines, LLC
dba Ambassador Trans. Services
1116 S Walton Blvd, Ste 158
Bentonville, AR 72712

SEE IMPORTANT NOTICE AND EXCLUDED DRIVERS ON REVERSE SIDE

**THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND**

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

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NAMES OF EXCLUDED DRIVERS:

ARKANSAS PROOF OF INSURANCE CARD

COMPANY NA/C NUMBER COMPANY NAME AND ADDRESS ☒ COMMERCIAL ☐ PERSONAL
Cypress Insurance Company
P.O. Box 2048, Omaha, NE 68103

COMPANY PHONE NUMBER
888-495-8949

POLICY NUMBER
03APM002884-01

EFFECTIVE DATE
08/15/13

EXPIRATION DATE
08/15/14

YEAR
2009

MAKE/MODEL
Ford E-350

VEHICLE IDENTIFICATION NUMBER
1FDSS31L39DA04350

AGENCY ISSUING CARD
McKinney Group Inc
Connor Welch
2894 W. Walnut Ave., Suite A
Rogers, AR 72756

AGENCY PHONE NUMBER
479-633-0505
INSURED NAME AND ADDRESS

Destiny Limousines, LLC
dba Ambassador Trans. Services
1116 S Walton Blvd, Ste 158
Bentonville, AR 72712

SEE IMPORTANT NOTICE AND EXCLUDED DRIVERS ON REVERSE SIDE

**THIS CARD MUST BE KEPT IN THE INSURED
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ARKANSAS PROOF OF INSURANCE CARD

COMPANY NAIC NUMBER COMPANY NAME AND ADDRESS ☒ COMMERCIAL ☐ PERSONAL

Cypress Insurance Company
P.O. Box 2048, Omaha, NE 68103

COMPANY PHONE NUMBER
888-495-8949

POLICY NUMBER
03APM002884-01

EFFECTIVE DATE
08/15/13

EXPIRATION DATE
08/15/14

YEAR MAKE/MODEL
2009 Ford E-350

VEHICLE IDENTIFICATION NUMBER
1FDSS31L99DA04353

AGENCY ISSUING CARD
McKinney Group Inc
Connor Welch
2894 W. Walnut Ave., Suite A
Rogers, AR 72756

AGENCY PHONE NUMBER
479-433-0505
INSURED NAME AND ADDRESS

Destiny Limousines, LLC
dba Ambassador Trans. Services
1116 S Walton Blvd, Ste 158
Bentonville, AR 72712

SEE IMPORTANT NOTICE AND EXCLUDED DRIVERS ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

NAMES OF EXCLUDED DRIVERS:

ARKANSAS PROOF OF INSURANCE CARD

COMPANY NAIC NUMBER COMPANY NAME AND ADDRESS ☒ COMMERCIAL ☐ PERSONAL
Cypress Insurance Company
P.O. Box 2048, Omaha, NE 68103

COMPANY PHONE NUMBER
888-495-8949

POLICY NUMBER
03APM002884-01

EFFECTIVE DATE
08/15/13

EXPIRATION DATE
08/15/14

YEAR MAKE/MODEL
1998 Lincoln Town Car

VEHICLE IDENTIFICATION NUMBER
1L1FM81W3WY715460

AGENCY ISSUING CARD
McKinney Group Inc
Connor Welch
2894 W. Walnut Ave., Suite A
Rogers, AR 72756

AGENCY PHONE NUMBER
479-633-0505
INSURED NAME AND ADDRESS

Destiny Limousines, LLC
dba Ambassador Trans. Services
1116 S Walton Blvd, Ste 158
Bentonville, AR 72712

SEE IMPORTANT NOTICE AND EXCLUDED DRIVERS ON REVERSE SIDE

**THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND**

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

NAMES OF EXCLUDED DRIVERS:

City Council Agenda Items
and
Contracts, Leases or Agreements

November 5th, 2013

City Council Meeting Date
Agenda Items Only

Brian Pugh

Submitted By

Solid Waste and Recycling

Division

Transportation

Department

Action Required:

Ordinance waiving the requirements of formal competitive bidding and authorizing the purchase of a main body cylinder for the Solid Waste and Recycling Division and approval of a budget adjustment in the amount of \$33,000.00.

\$ 33,000.00

Cost of this request

\$ 16,486.00

Category / Project Budget

Recycling

Program Category / Project Name

5500.5060.5403.00

Account Number

\$ 10,780.87

Funds Used to Date

Maintenance

Program / Project Category Name

\$ 5,705.13

Remaining Balance

Solid Waste and Recycling

Fund Name

Budgeted Item

Budget Adjustment Attached

x

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City
Clerk's Office

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

Comments:

To: Fayetteville City Council

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

From: Brian Pugh, Waste Reduction Coordinator *BP*

Date: October 17th, 2013

Subject: Ordinance waiving the requirements of formal competitive bidding and authorizing a purchase of a main body cylinder from Marathon Equipment for the Solid Waste and Recycling Division.

RECOMMENDATION

Ordinance waiving the requirements of formal competitive bidding and authorizing a purchase of a main body cylinder from Marathon Equipment for the Solid Waste and Recycling Division.

BACKGROUND

The Solid Waste & Recycling Division operates a recycling program which includes a baler for processing of recyclable materials. These materials are baled for ease of transport using a 2 ram baler designed for recycling programs. Without the baler the City cannot recycle the materials and send them to mills in which the materials are put into productive use.

DISCUSSION

The main body cylinder is responsible for supplying the force needed to squeeze together materials which are baled for transport. The main body cylinder is the most important part of the baler as without it the baler function cannot occur. Recently a leak was found on the cylinder and welding was performed to fix the leak. The location of the leak is indicative of the outer casing of the cylinder to be compromised and impossible to fix unless the outer casing is replaced or a new cylinder is purchased.

Upon contacting the baler manufacturer there are two vendors that have the needed cylinder. One has the cylinder available for purchase now and the second has a lead time of 18 weeks to purchase the cylinder. The 18 weeks lead time is not practical for our situation since the cylinder could rupture at any time leaving the division in a situation where recyclable materials are coming in to be processed and no way to process them. Staff feels purchasing a new cylinder as quickly as possible is the best option for the Division.

BUDGET IMPACT

The cost of the cylinder is \$26,996 plus freight and taxes. A budget adjustment is included to cover the cost of this purchase in 5500.5060.5403.00.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH MARATHON EQUIPMENT COMPANY IN THE AMOUNT OF \$26,996.00 PLUS APPLICABLE FREIGHT AND TAXES FOR THE PURCHASE OF A MAIN BODY CYLINDER FOR THE SOLID WASTE AND RECYCLING DIVISION, AND APPROVING A BUDGET ADJUSTMENT

WHEREAS, the Solid Waste and Recycling Division operates a recycling program which includes a baler for processing recyclable materials, and

WHEREAS, an integral part of the baler is the main body cylinder which compresses recyclable materials for baling and transport, and

WHEREAS, the main body cylinder on the City's baler is leaking and in need of immediate repair, and

WHEREAS, according to the baler manufacturer, there are two vendors that can provide a new main body cylinder and only one, Marathon Equipment Company, can provide the part without an 18 week lead time,

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes a contract with Marathon Equipment Company in the amount of \$26,996.00 plus applicable freight and taxes for the purchase of a main body cylinder for the Solid Waste and Recycling Division.

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

PASSED and **APPROVED** this 5th day of November, 2013.
APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

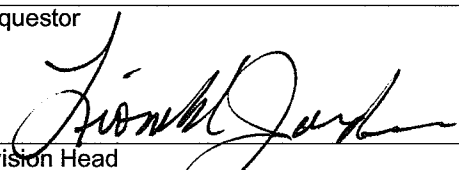
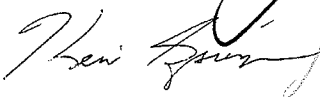
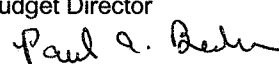
**City of Fayetteville, Arkansas
Budget Adjustment Form**

D. 1
Marathon Equipment Company
V13.1018 Page 4 of 6
Legistar

Budget Year 2013	Division: Solid Waste & Recycling Department: Transportation Services	Request Date 11/5/2013	Adjustment Number
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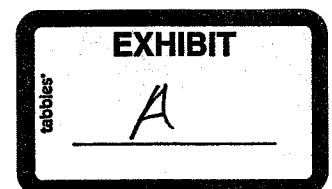
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Funds are requested in various Solid Waste Fund accounts to adjust budget line items. Additional funds are requested for the purchase of a main body cylinder for the recycling baler.

Requestor  Division Head  Budget Director  10-22-2013	Prepared By: Brian Pugh / Glenda Eden Legistar: 2013- <i>Springer, Kevin</i> 11/5/2013 Budget & Research Use Only Type: A B C D E P General Ledger Date _____ Posted to General Ledger _____ Checked / Verified _____
	Initial _____ Date _____ Initial _____ Date _____

TOTAL BUDGET ADJUSTMENT

Account Name	Account Number		Increase / (Decrease)		Project.Sub Number
			Expense	Revenue	
Vehicle & machine maint	5500.5060.5403.00	EX	33,000	-	.
Fuel	5500.5070.5213.04	EX	(8,000)		.
Containers	5500.5060.5227.00	EX	(17,000)		.
Minor equipment	5500.5070.5210.00	EX	(8,000)		.



NO:

ASSEMBLY	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
04-3446	1	CYLINDER	\$ 26,996.00	\$ 26,996.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
		You Can Send This To parts@marathonequipent.com or dial 800-269-7237 EXT 3027		\$ - \$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
		Total List for Parts		\$ 26,996.00
		Less Dealer Discount		-
		Net Price		26,996.00
		Tax:		\$ -
		Total:		\$ 26,996.00
		Freight Charges to be determined;		
		Shipment Total:		\$ 26,996.00
				\$ 26,996.00

- * *Standard credit terms apply. Orders are subject to credit approval.*
- * *Pricing does not include freight, insurance, fees, taxes, licenses; building modifications, project management, installation.*
- * *If you have any questions, please feel free to contact your salesman or Inside Sales Coordinator.*

City of Fayetteville Staff Review Form

D. 2
Fayetteville Transportation Plan
Page 1 of 4City Council Agenda Items
and
Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date
Agenda Items Only

Peter Nierengarten

Submitted By

Division

Sustainability & Strategic Planning

Department

Action Required:

The purpose of this resolution is to express intent to fund a Transportation Plan for Fayetteville in the amount of approximately \$250,000 – \$500,000.

N/A

Cost of this request

N/A

Category / Project Budget

N/A

Program Category / Project Name

N/A

Account Number

N/A

Funds Used to Date

N/A

Program / Project Category Name

N/A

Project Number

N/A

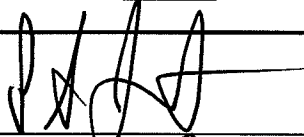
Remaining Balance

N/A

Fund Name

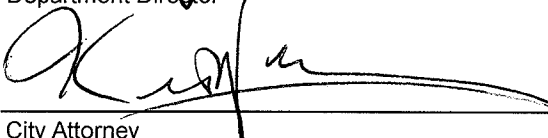
Budgeted Item

Budget Adjustment Attached


 Department Director
10/18/17
Date

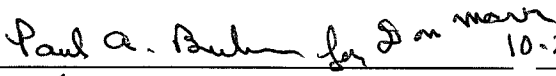
Previous Ordinance or Resolution #

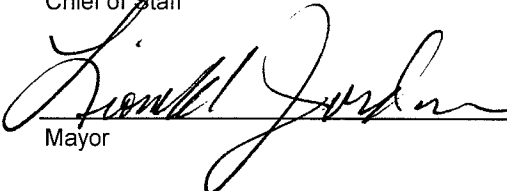
Original Contract Date:


 City Attorney
10/18/18
Date

Original Contract Number:


 Finance and Internal Services Director
10-21-2013
Date
 Received in City
 Clerk's Office
 10-13-13 P01:55 RCVD


 Chief of Staff
10-21-2013
Date
 Received in
 Mayor's Office


 Mayor
10/21/13
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan

Thru: Don Marr, Chief of Staff

CC: Jeremy Pate, Development Services Director
Chris Brown, City Engineer *CB*
Paul Becker, Finance Director *PB*

From: Peter Nierengarten, Sustainability & Strategic Planning Director *PN*

Date: October 18, 2013

Subject: Fayetteville Transportation Plan

PURPOSE

The purpose of this resolution is to express intent to fund a Transportation Plan for Fayetteville in the amount of approximately \$250,000 – \$500,000. This plan would be developed in partnership with the University of Arkansas.

BACKGROUND

In 2003 the City of Fayetteville contracted with Bucher, Willis & Ratliff (BWR) in the amount of \$222,382 to conduct a Citywide Traffic and Transportation Study. This study included the development of master street plan cross-sections, multi-modal transportation policies, a traffic calming policy, an access management policy, a development assessment policy, a smart growth policy, traffic analysis and project costs and prioritization. Recommendations from this study have helped guide three phases of transportation bonds for street improvements in Fayetteville. The third phase of the transportation bonds are planned to be issued in the fourth quarter of 2013.

In 2005 the University of Arkansas contracted with Martin, Alexiou & Bryson in the amount of \$520,000 to develop a Campus Transportation Plan. The University's Plan included a parking plan, a travel demand management plan, recommendations for all modes of transportation (transit, walking, biking and automobiles) and recommended improvements to streets. The University of Arkansas is currently developing a Request for Qualifications for a consultant to update their 2005 Campus Transportation Plan, develop and implement transportation policies, analyze parking fees, site their next parking garage and recommend locations for park and ride facilities.

Recognizing the impact that the University of Arkansas has on transportation within Fayetteville, there would be benefits and efficiencies if the University and City Transportation plans were well coordinated. Consulting services should address similar scope items and require coordinating and collaboration on items such as transit, data collection and parking. This arrangement would be spelled in each organization's respective consultant contract.

Considering the direct link between transportation and land use in cities, a new or updated Transportation Plan for the City of Fayetteville should serve the land use goals in City Plan 2030. A plan with an emphasis on transit and active transportation (walking and bicycling) would empower the City to realize the six goals of City Plan 2030. In addition this plan could serve as a blue print for future transportation bond funding.

RECOMMENDATION

Approve a resolution of intent to fund a \$250,000 – 500,000 Fayetteville Transportation Plan. The scope for the City's Transportation Plan could include:

- An update of the 2003 BWR Traffic and Transportation Study
- Review of Pedestrian/Bicycle Limitations and Recommendations for Safety Improvements
- Public Participation
- Transit Route Recommendations
- Recommendations for Transit Center Locations
- Identification and prioritization of Transit Oriented Development (TOD) Opportunities
- Identification and prioritization of Redevelopment Opportunities Thoroughfares
- The development of a Complete Streets Policy
- A review of Minimum Street Standards and Master Street Plan Cross Sections and Traffic Calming Policy
- The develop of congestion management strategies/policies and Bond Funding Prioritization

The detailed scope and budget for the project would be negotiated with the selected consultant and the completion of the RFP process.

BUDGET IMPACT

Approximately \$250,000 of leftover funds from recently completed street projects is currently available in the Sales Tax Capital Fund. If the cost of the project exceeds \$250,000, additional funding could be provided from the Street Right of Way/Intersection/Cost Sharing project within the Sales Tax fund or from other sources.

RESOLUTION NO. _____

A RESOLUTION TO EXPRESS THE INTENT OF THE CITY COUNCIL TO
FUND A TRANSPORTATION PLAN IN THE AMOUNT OF \$250,000.00 TO
\$500,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses
its intent to fund a Transportation Plan in the amount of \$250,000.00 to \$500,000.00.

PASSED and **APPROVED** this 5th day of November 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City Council Agenda Items
and
Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date
Agenda Items OnlyAlison Jumper *Alison Jumper*
Submitted ByPark Planning
DivisionParks and Recreation
Department

Action Required:

Staff recommends a resolution approving the agreement for landscape architectural, architectural and engineering services between the City of Fayetteville and Lose and Associates in an amount not to exceed \$86,735 plus a 10% project contingency of \$8,674 for a total project cost of \$95,409 for the design of the Regional park master plan and preliminary grading and drainage plan.

\$95,409.00

Cost of this request

\$ 4,495,391.11

Category / Project Budget

Regional Park

Program Category / Project Name

2250.9255.5314.00

Account Number

\$ 705.00

Funds Used to Date

Regional Park

Program / Project Category Name

02002.1

Project Number

\$ 4,494,686.11

Remaining Balance

Parks Development

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Connie Edmonstone
Department Director

10-16-13
Date

Previous Ordinance or Resolution #

Bob Kelly
City Attorney

10-18-13
Date

Original Contract Date:

Original Contract Number:

Paula Behn
Finance and Internal Services Director

10-18-2013
Date

Received in City
Clerk's Office

Alan Mau
Chief of Staff

10-18-13
Date

Received in
Mayor's Office

ENTERED
10/18/13
PM

Frank Jordan
Mayor

10/21/13
Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director *C. E.*

From: Alison Jumper, Park Planning Superintendent *AJ*

Date: October 10, 2013

Subject: Resolution to approve a contract for landscape architectural, architectural and engineering services with Lose and Associates
Agenda Request for November 5, 2013 City Council meeting

PROPOSAL:

The City of Fayetteville has been planning for a Regional Park since 2002. A site was selected in 2003, and after many years approximately 200 acres were generously donated by Chambers bank for the park.

Request for Statements of Qualification (RFQ) 13-13 for design services for the Regional Park was advertised August 23, 2013. Eleven firms responded to the advertisement. A selection committee was formed per RFQ 13-01 and met on October 4th, 2013. Lose and Associates was selected and has provided the attached scope of services and contract price for the requested landscape architectural, architectural and engineering services. If approved, services will be provided from November 2013 through November 2014. Once a final design is approved, and a scope for phase one construction is determined a contract amendment for may be submitted to the City Council for approval at a later date. Construction of Phase One of the project is expected to begin in November 2014.

RECOMMENDATION:

Staff recommends a resolution approving the agreement for landscape architectural, architectural and engineering services between the City of Fayetteville and Lose and Associates in an amount not to exceed \$86,735 plus a 10% project contingency of \$8,674 for a total project cost of \$95,409 for the design of the Regional Park master plan and preliminary grading and drainage plan.

BUDGET IMPACT:

This project is funded with Parks Development Funds. The cost of \$95,409 is accounted for in project number 02002.1- Regional Park.

Attachments:

Staff Review Form
Signed Agreement and Proposal
Purchase Requisition

RESOLUTION NO. _____

A RESOLUTION AWARDING RFQ #13-13 AND AUTHORIZING A CONTRACT WITH LOSE & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$86,735.00 FOR LANDSCAPE ARCHITECTURAL, ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN OF A REGIONAL PARK MASTER PLAN AND A PRELIMINARY GRADING AND DRAINAGE PLAN, AND APPROVING A TEN PERCENT (10%) PROJECT CONTINGENCY

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards RFQ #13-13 and authorizes a contract with Lose & Associates, Inc. in an amount not to exceed \$86,735.00 for landscape architectural, architectural and engineering services for the design of a regional park master plan and a preliminary grading and drainage plan, and further approves a ten percent (10%) project contingency.

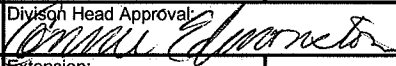
PASSED and APPROVED this 5th day of November, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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.: P.O Number:		Date: 3/19/2013 Expected Delivery Date:	
Vendor #: 9349		Vendor Name: Lose and Associates				Mail Yes: _____ No: _____ Taxable Yes: _____ No: _____		Quotes Attached Yes: _____ No: _____	
Address: 40 Rutledge St.						Fob Point:			
City: Nashville		State: TN		Zip Code: 37210		Ship to code:		Division Head Approval:  Extension: 3469	
Requester: Alison Jumper						Requester's Employee #: 2369			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers		Project/Subproject #	Inventory #
1	Professional Services for Regional Park Per RFQ #13-01	1	Lot	\$86,735.00	\$86,735.00	2250.9255.5314.00		02001.1	
2									
3									
					\$0.00				
					\$0.00				
					\$0.00				
					\$0.00				
					\$0.00				
					\$0.00				
					\$0.00				
					\$0.00				
					\$0.00				
					\$0.00				
*	Shipping/Handling		Lot		\$0.00				
Special Instructions:						Subtotal: \$86,735.00 Tax: _____ Total: \$86,735.00			
Approvals: Mayor: _____ Department Director: _____ Purchasing Manager: _____ Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____ Dispatch Manager: _____ Utilities Manager: _____ Other: _____									

Member

*American Society of
Landscape Architects*

*American Institute of
Architects*

*American Society of
Civil Engineers*

*American Planning
Institute*

October 14, 2013

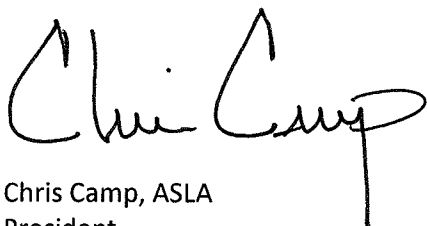
Ms. Alison Jumper, PLA, ASLA
Park Planning Superintendent
Fayetteville Parks and Recreation Department
113 West Mountain
Fayetteville, AR 72701

Dear Alison:

On behalf of Lose & Associates, Inc., and our design team members, I am pleased to submit a fee proposal and scope for the development of a master plan for the new Fayetteville Regional Park. I have enclosed a scope of services that outlines our work plan for the park master plan and for construction documents that would be added by a future contract amendment. For the master planning effort, I have included fees for geotechnical testing as well as doing a wetland and archeological resource determination. I have also adjusted our proposed project schedule to include the City of Fayetteville Planning Commission submittal process and to start construction by September of 2014. Please review the scope of services and let me know if there are any changes or additions we need to make.

We look forward to working with you and the rest of the city staff on this exciting project.

Sincerely,



Chris Camp, ASLA
President

APPENDIX A.

SCOPE OF SERVICES

ITEM 1. DEVELOPMENT OF A PARK MASTER PLAN

PROJECT UNDERSTANDING

The City of Fayetteville wishes to develop a park master plan and construction documents for a new regional park located on approximately 200 acres. The Master Plan will include:

- 8 baseball fields
- 6 softball fields
- Great lawn with amenities (pavilion, playground, etc.)
- 8 tennis courts
- 4 basketball courts
- Splash pad
- Amphitheatre
- Parking
- On site waste water treatment
- 8 soccer fields
- Maintenance facility
- Parks and Recreation office facility
- Passive and active recreation areas
- Paved and natural surface trails
- Road and utility infrastructure

The master plan should be designed with a strong emphasis on low impact design and include native plant materials, energy efficient buildings, lighting systems and irrigation. The plan should be designed to minimize maintenance, light trespass and traffic impacts on surrounding neighborhoods. The design shall meet all state, federal and local codes and regulations.

MASTER PLAN PROJECT APPROACH

A. Gather Base Information.

We will begin gathering base data once we have received a notice to proceed on the master plan. We will collect information (i.e. boundary surveys, GIS topography and other information, existing environmental testing, etc.) that is already available. We will check web sites for known wetland and soils information. We will review past planning studies on the site and local planning regulations and codes to become familiar with local requirements. We will also develop a list of additional information about the site that will be needed to complete the master plan.

B. Kickoff Meeting

To initiate the planning process, Lose & Associates team members will meet with designated representatives of the City who will serve as the client committee. At this meeting, we will discuss project goals, programs and any specific issues or known concerns. We will discuss past planning efforts on the site and other planning efforts of the city that could impact the park. We will confirm the items that are to be included in the master plan program. We will also go over a list of the base information that we have assembled and what additional information will be required. We will also go over proposed geotechnical testing locations on the site. See recommended geotechnical testing scope at the end of this scope of services.

The team will record the comments from the meeting and prepare a meeting summary for distribution to the client committee and design team.

C. Site Analysis and Review Meeting

Immediately following the kickoff, we will begin the site analysis and inventory. Lose & Associates team members will visit the site to identify and analyze built and natural site features on the base map. Team environmental staff will also review the site's drainage features and low lying areas for potential wetlands or floodplains that may impact the design. Team members will also perform a historic and cultural resource records review to determine if any significant elements are located on the property that could impact the overall site development. (See detailed description of wetland and archeological services at end of this scope of service) Geotechnical testing will be initiated in order to determine depth of bedrock and site soil conditions.

Team civil engineers will work with representatives of local water, sewer and electrical utilities as well as the local DOT to determine the extent that existing utilities and roadways will impact or serve potential development of the park. We will meet with other community planning staff to coordinate plan concepts with larger community planning efforts. We will also identify other opportunities and constraints presented by the physical characteristics of the site and analyze adjacent land uses. Concurrently, we will consult with requisite agencies regarding regulatory issues that may impact the plan and eventual construction. Lose & Associates will prepare a site analysis evaluating the site's natural and cultural features such as topography, geology, hydrology, wetlands, infrastructure, etc. and an opportunities and constraints graphic.

After performing the analysis of the park's opportunities and constraints, Lose & Associates will meet with the Client to refine the desired program, keeping in mind the need to provide the desired amenities and limit impacts on the site's sensitive natural features.

D. Concept Plan Development

After determining the refined program, three alternative master plans will be developed to a bubble-diagram/spatial relationship level. Each plan will dedicate enough space to sufficiently allow grading, drainage, and other improvements to occur. When considering the layout for the park elements, and studying the three alternative conceptual plans, we will discuss which program elements are more likely to be built as a

first phase. When a project has many program features, even the smallest of improvements can have large costs if large utility services are needed for future phases along with the initial phases. We will use our experience in the phasing of large multi-million dollar park developments all over the southeast to discuss costs related to the three plans for review. We will make sure that those reviewing the concepts understand that in some cases, infrastructure improvements must consider the entire build-out of portions of the site, not just the smaller improvements of a single phase. We will present the three alternatives to the client team for discussion and review.

E. Preliminary Master Plan, Grading Study and Opinions of Cost

Using feedback from this meeting, we will prepare a preliminary master plan for development. Along with the master plan, a grading and drainage study will be developed. Earthwork requirements for the entire site will be considered as part of this exercise. Cut and fill volumes will be developed to determine if this site can be balanced or if soil necessary to complete the park will have to be imported to the site. We will also produce a preliminary opinion of probable cost for the design that presents potential phasing opportunities.

Lose & Associates will present the preliminary plan to the client committee and desired city officials. At this meeting, the draft master plan will be compared along with its probable costs, and further phasing options will be discussed. Possible methods of incorporating sustainable design concepts will also be discussed. Lose & Associates will also present the preliminary plan to the public in an open house public input meeting, where comments will be gathered in an informal setting if there are significant changes from the current conceptual plan. Comments gathered in these meetings will be used to refine the plan into a final master plan for development.

F. Final Master Plan & Summary Report

Using information gathered in the preliminary master plan presentations, Lose & Associates will prepare a final master plan for development as well as updated grading study and opinion of probable cost. We will also prepare a brief summary report of the project design process and final decisions.

Lose & Associates will present the finalized master plan and opinion of probable cost to the client committee and desired city officials. We will also present the final plan to the public again in an informal open house setting. Minor modifications to the final master plan may be incorporated after these meetings for incorporation into the final report.

After all meetings are complete and the final plan is approved, we will prepare a summary report that includes all previous graphics, outlines review decisions, discusses the opinion of probable cost for the improvements, recommends phasing strategies, and discusses sustainable design strategies for site and building features, etc. All master plan renderings, power point presentations and the summary report will be provided to the city in PDF format.

For the master planning effort we will use topographic mapping provided by the city. If after the master plan is complete, it is determined field run topographic mapping is needed, it will be developed as part of the construction document process.

Geotechnical Testing

In order to gauge soil conditions and to accurately develop opinions of probable cost associated with earthwork activities, we have included geotechnical testing as part of the master planning phase. Engineering team member Grubbs, Hoskyn, Barton & Wyatt, Inc., (GHBW), have provided the following recommended service for the project.

For the project, we propose to do the following study as you suggested:

- a) Drill a total of twenty-five (25) sample borings to approximately 20-ft depth or auger refusal, whichever is less, across the site, obtaining undisturbed soil samples or Standard Penetration Values at 2- to 5-ft intervals or at a change in soil stratum; The boring locations will be decided by GHBW in consultation with Lose & Associates and the client committee based on the conceptual master plan.
- b) Perform an adequate laboratory testing program planned after the borings are completed to determine the physical characteristics and engineering properties of the foundation and subgrade soils; and
- c) Prepare an engineering report with recommendations for foundation and pavement design, site grading and construction criteria. Potential for rock excavation will also be addressed.

Environmental Jurisdictional Determination & Archeological Records Search

Team members from Gaver will perform a field jurisdictional determination for the presence of wetlands. This work will include a GPS level mapping of hydrology features and the development of a determination report with exhibits. They will coordinate with the US Army Corps of Engineering, USACE, and conduct a site visit with the USACE for a field verification of the findings. Their findings will be shared with all team members and the client committee.

Concurrent with the wetlands determination, Garver team members will conduct research review of the Arkansas Archeological Survey to determine if known cultural resources exist at the site. They will prepare a letter report of their findings for the project file. If significant resources are found, the client committee will be notified and discussion on the potential impacts on development of the property will be outlined.

ITEM 2. CONSTRUCTION DOCUMENT AND CONSTRUCTION ADMINISTRATION APPROACH

- A. Initiation:** After the master planning effort is complete, we will meet with the client committee to define the project scope that will move forward as part of Phase 1 of construction. Following this meeting, any additional field work will begin along with the production of construction documents
- B. Schematic Design:** The preliminary design phase will evaluate the scope of work to be accomplished in relation to the budget. Areas requiring additional topographic surveys or base data will be identified. Areas requiring environmental remediation will also be identified. Schematic plans will then be developed to a 50% level and plan submittals made for buildings, grading, layout, utilities, details, etc. During this process, we will continue to coordinate with city permitting staff in an effort to expedite the permitting of the construction documents. Along with the preliminary plans, we will develop a preliminary 50% opinion of probable cost. We will also prepare a preliminary list of project drawings and specification sections anticipated for the final package. For facilities in sensitive areas, we will show preliminary layouts that meet master plan design intent for discussion and in-field review. As the plans are completed, we will hold a review meeting with the client committee.
- C. Planning Commission Submittals:** As part of the construction document process, plans will be submitted for LSD review. The team will respond to any comments and submit revises for Subdivision Committee Review. Once plans have been approved by the committee, plans will then be submitted to the Planning Commission for review and approval.
- D. Design Development:** Following the input from the schematic design meeting, team civil engineers and landscape architects will continue site work, including utility, grading and stormwater designs and coordination with permitting and regulatory officials. Team architects will continue on building designs and begin to employ the services of our mechanical, plumbing, electrical and structural engineering partners as needed. As this phase of design draws to a close, a 75% complete design development documents review meeting will be held, and the design team will present the plans and revised supporting opinions of probable cost. The new cost numbers will be compared to the overall project budget to determine if any modification to the project program is needed. If opinions of probable cost exceed budget funding, client committee will be asked to identify elements for later phasing consideration. Team members will also conduct a meeting with permit officials at this level of completion to confirm code interpretations.

- E. Preparation of Final 100% Construction Plans:** Using the comments provided by the client committee and management, the design team will complete the construction plans for the project. Drawings, along with a bid specification manual, will be prepared for the project. The plans will be developed to a 100% level and submitted to the client committee, local permit offices, and state and federal permit officials (if needed) for review and approval. Comments received from permit officials will be forwarded to client committee along with the recommended remedial action proposed by the design team. Plans will then be modified to reflect codes comments and client committee comments and will be resubmitted to the codes officials for approval. Upon receipt of approved plans from codes officials, the project will ready for bidding.
- F. Bidding Services:** Bid drawings, along with a bid specification manual, will be prepared for the project. During the bid process, we will distribute bid documents and attend and facilitate a pre-bid meeting for the prospective contractors. We will respond to contractor questions and issue clarifications and addenda as necessary. We will assist the client in analyzing contractor bids and in the contract award.
- G. Construction Administration Services:** During construction we will meet with the client and the contractor on site to discuss construction progress and to observe site conditions and clarify matters for the contractor. Twice each month, team members will attend a progress meeting and will prepare minutes of the meeting's discussions and findings. At key periods of construction, various team members responsible for specific portions of the project design will attend meetings or be on site for required reviews as necessary to their trade. As part of the base construction administration services, full time onsite or daily administration services are not included.

Each month, we will review and approve the contractor's applications for payment. As they are submitted, we will review shop drawings, material submittals, requests for information, change order requests (both from owner and contractor), etc. As the project draws to a close, we will perform construction closeout review and coordinate with the contractor to collect contractor's occupancy certificates, warranties, as-built information, O&M manuals, lien releases, etc.

Project Fees

Fees for the project are outlined below. Fees are broken down by activity for the master plan. Surveying fees are provided on a per acre basis for open meadows and wooded areas. We have also provided an alternate fee for a higher level of onsite construction administration services.

Item 1. Master Plan Fees

Planning and Design	\$40,210.00 hourly not exceed
Geotechnical Testing (25 borings)	\$23,500.00 hourly not exceed
Wetland Determination and Archeological Review (entire site)	\$16,125.00 hourly not exceed
Travel, Mileage, Administrative Cost	\$6,900.00 not to exceed

Total Fee **\$86,735.00**

See attached hourly breakdown for fees by task

In addition to the lump sum fees stated above standard reimbursable expenses will be billed as outlined on the attached hourly rate schedule.

Item 2. Construction Documents and Construction Administration

Fees for Item 2 will be provided after funding level for Phase 1 of construction has been established.

ATTACHMENT A – Hourly Rates

LOSE & ASSOCIATES, INC.

HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)

Professional Services Hourly Rate

Senior Principal/President	\$225.00
Principal I/Vice President/E5	\$183.00
Principal II/Vice President/E4	\$150.00
Sr. Environmental Biologist/E3	\$129.00
Division Director, President Emeritus/P2.....	\$137.00
Senior Landscape Architect, Architect, and Engineer/P1	\$108.00
Certified Park & Recreation Specialist.....	\$100.00
Engineer Specialist/Project Coordinator.....	\$ 90.00
Landscape Architect I, Architect I, Engineer I, Project Manager I	\$ 90.00
Landscape Architect II, Architect II, Engineer II, Project Manager II.....	\$ 80.00
Land Planner I, Intern Architect I, Engineer in Training I	
GIS Specialist I, Assistant Graphic Designer I.....	\$ 75.00
Land Planner II, Intern Architect II, Engineer in Training II	
GIS Specialist II, Assistant Graphic Designer II	\$ 70.00
Technician.....	\$ 65.00
Corporate Controller	\$ 65.00
Marketing Director.....	\$ 60.00
Assistant Accounts Manager, Administrative Assistant I.....	\$ 45.00
Administrative Assistant II	\$ 35.00

Reimbursable Expenses

Prints	cost + 15%
Postage and Shipping	cost + 15%
Copies	cost + 15%

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt.

COST ESTIMATE - GEOTECHNICAL INVESTIGATION

ITEM	COST/UNIT	UNITS	COST/ITEM
1. Drilling and Sampling			
1.1 Mobilization/demobilization, mile	\$3.00	40	\$120.00
1.2 Set-up charges, hole	\$50.00	25	\$1,250.00
1.3a Drilling and sampling (truck), ft	\$13.75	500	\$6,875.00
1.3b Rotary Wash, ft	\$21.50		
1.3c Rock Coring	\$38.00		
1.3d Access/Difficult Drilling, hr	\$185.00	12	\$2,220.00
1.4 Principal, hr	\$125.00	8	\$1,000.00
1.5 Project Engineer, hr	\$95.00	8	\$760.00
1.6 Staff Engineer, hr	\$75.00	8	\$600.00
1.5 Mileage, hr	\$0.50	60	\$30.00
1.6 In-yard Mob, each	\$125.00	1	\$125.00
	subtotal		\$12,980.00

2. Laboratory Testing			
2.1 Moisture content, each	\$5.00	175	\$875.00
2.2 Liquid and plastic limits, each	\$40.00	20	\$800.00
2.3 Sieve analysis w/ #200 sieve, each	\$50.00		
2.4 Percent passing a single sieve, each	\$30.00	20	\$600.00
2.5 CBR	\$450.00		
2.6 Unconfined compression, each	\$40.00		
2.7 pH, each	\$30.00		
2.8 Soil Resistivity, each	\$60.00		
2.9 Sulfate, each	\$100.00		
	subtotal		\$2,275.00

3. Engineering Analysis and Reporting			
3.1 Staff Eng, hour	\$75.00		
3.2 Project Engineer, hour	\$95.00	20	\$1,900.00
3.3 Principal, hour	\$125.00	20	\$2,500.00
3.4 Draftsperson, hour	\$40.00	10	\$400.00
3.5 Word processor, hour	\$30.00		
	subtotal		\$4,800.00

ESTIMATED COST: \$20,055.00
Unit Price, \$/ft: \$40.11

If rock is encountered, obtain representative / rock cores & test it: \$1,500.00
Access (Dozer): 2 Days @ \$1,000.00: \$2,000.00

TOTAL: \$23,500.00

Fayetteville Regional Park Master Plan Fee Schedule

	Principal LA	Principal Civil	Project Manager	Senior Licensed LA	Production Landscape
	\$185.00	\$137.00	\$100.00	\$108.00	\$80.00
Kick-off Meeting					
Meet with designated representatives for kick-off meeting	8		8		
Obtain base data, permit requirements and survey information	0		5		16
Conduct site inventory and analysis	8		8		24
Develop Preliminary Master Plan					
Refine desired program for the park/ meeting with client	8		8		
Develop three alternative master plan concepts	6		8	8	32
Present concepts to designated City representatives	8		8		
Develop preliminary master plan based on comments	6		8		
Develop preliminary opinion of probable cost	0	2	2	8	8
Present preliminary master plan to designated City representatives and the public	8		8		
Develop Final Master Plan					
Incorporate comments into final master plan	2		3		6
Update opinion of probable cost	0	2	1	4	2
Prepare summary report for the final master plan design process	6		16	8	8
Present final master plan to designated City representatives and the public	8		8		
LOSE & ASSOCIATES TEAM HOURS	68	4	91	28	96
LOSE & ASSOCIATES TEAM FEE	\$12,580.00	\$548.00	\$9,100.00	\$3,024.00	\$7,680.00
Environmental - Jurisdictional Determination					
Filed Jurisdictional Determination					
GPS Mapping of Hydrology Features					
Jurisdictional Determination Report & Exhibits					
QA/QC of Report					
Jurisdictional Determination Coord. With USACE					
USACE JD Field Verification Site Visit					
Coordination with City and LOSE					
ENVIRONMENTAL TEAM HOURS	0	0	0	0	0
ENVIRONMENTAL TEAM FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Environmental - Archeological Records Search					
Archeological Research at Arkansas Archeological Survey					
Letter Report of Archeological Findings					
ENVIRONMENTAL TEAM HOURS	0	0	0	0	0
ENVIRONMENTAL TEAM FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub-Total					
Geotechnical Testing	<i>* See Attachment B-2 or detailed breakdown.</i>				
Travel, Mileage & Administrative Cost					
TOTAL FEE					

Project Schedule			
Design Services - Fayetteville Regional Park			
		November	December
Kick-off Meeting			
Meet with designated representatives for kick-off meeting		▲	
Obtain base data, permit requirements and survey information		■	
Conduct site inventory and analysis		■	
Develop Preliminary Master Plan			
Refine desired program for the park		■	
Develop three alternative master plan concepts		■	
Present concepts to designated City representatives			▲
Develop preliminary master plan based on comments			■
Develop preliminary opinion of probable cost			■
Present preliminary master plan to designated City representatives and the public			▲
Develop Final Master Plan			
Incorporate comments into final master plan			■
Update opinion of probable cost			■
Prepare summary report for the final master plan design process			■
Present final master plan to designated City representatives and the public			
Schematic Design			
Determine full scope of work and areas requiring additional survey and environmental remediation			
Develop schematic plans to a 50% design level for buildings, grading, layout, utilities and details			
Develop an opinion of probable cost to accompany 50% schematic design drawings			
Conduct review meeting with client team			
City of Fayetteville Large Scale Development Review			
Submit for LSD review Tech Plat			
Submit revisions for Subdivision Committee Review			
Submit Revisions for Planning Commission Review			
Design Development			
Advance plans to a 75% design review set			
Revise opinion of probable cost			
Conduct review meeting with client team			
Preparation of Final 100% Construction Plans			
Complete final construction documents			
Complete final bid specification manual			
Submit plans to client team and permit officials for full engineering review			
Modify plans to reflect comments received from permit officials			
Bidding and Construction Support			
Assist in the advertisement for bid and provide electronic files to purchasing			
Attend pre-bid conference			
Respond to requests for information			
Review bid responses			
City Council approves contract			
Construction begins			

NOTE: Schedule may be extended due to City review times.

AGREEMENT
For
PROFESSIONAL LANDSCAPE ARCHITECTURAL, ARCHITECTURAL AND
ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
LOSE AND ASSOCIATES

THIS AGREEMENT is made as of _____, 2013, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and Lose and Associates (hereinafter called ENGINEER).

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

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

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.
 - 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
 - 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.
 - 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
 - 3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is **\$ 86,735.00**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price or not to exceed basis as described in Appendix A.
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's

approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

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

5.4 Final Payment

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

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

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

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

6.2 Professional Responsibility

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

6.3 Cost Opinions and Projections

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

6.4 Changes

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

6.5 Termination

- 6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - 6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

- 6.5.1.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:
 - 6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - 6.5.2.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - 6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
 - 6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.
- 6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:
 - 6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
 - 6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.
- 6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

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

6.7 Rights and Benefits

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

6.8 Dispute Resolution

- 6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.
- 6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.
- 6.8.3 Notice of Dispute
- 6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
- 6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
- 6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.
- 6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.

6.10 Publications

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

6.11 Indemnification

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

6.12 Ownership of Documents

- 6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.
- 6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of ENGINEER.
- 6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

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

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

ENGINEER's address:
Street
City, State Zip Code

6.14 Successor and Assigns

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

6.15 Controlling Law

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

6.16 Entire Agreement

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

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

- 7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors,

omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

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

7.2 Remedies

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

7.3 Audit: Access to Records

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

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

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

- 7.3.3.1 Negotiated prime agreements:

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

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

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

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

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

7.4 Covenant Against Contingent Fees

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

7.5 Gratuities

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

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

7.6 Arkansas Freedom of Information Act

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

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

CITY OF FAYETTEVILLE, ARKANSAS

ENGINEER

By : _____
Mayor, Lioneld Jordan

By: Chm City

ATTEST:

By: _____
City Clerk

Title: President

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

City of Fayetteville Staff Review Form

D. 4
 VAC 13-4491 (2315 & 2319
 N. Marks Mill Ln./Zweig)
 Page 1 of 20

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

11/5/2013

City Council Meeting Date
 Agenda Items Only

Quin Thompson
 Submitted By

Planning
 Division

Development Services
 Department

Action Required:

VAC 13-4491: Vacation (2315 & 2319 N. MARKS MILL LN./ZWEIG, 329): Submitted by ALAN REID AND ASSOCIATES for properties located at 2315 AND 2319 NORTH MARKS MILL LANE. The properties are zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 1,363 SF. The request is to vacate a utility easement that runs through both properties.

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

[Signature]
 Department Director

10-16-2013
 Date

Previous Ordinance or Resolution #

[Signature]
 City Attorney

10-24-13
 Date

Original Contract Date:

Original Contract Number:

Paul A. Beher
 Finance and Internal Services Director

10-22-2013
 Date

Received in City
 Clerk's Office

Paul A. Beher for Hon. Mayor
 Chief of Staff

10-22-2013
 Date

Received in
 Mayor's Office

[Signature]
 Mayor

10/22/13
 Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Quin Thompson, Current Planner

Date: October 17, 2013

Subject: VAC 13-4491 [2315 & 2319 Marks Mill Ln (Zweig)]

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to vacate a portion of utility easement.

BACKGROUND

The subject property is located south of Township Street and northwest of Marks Mill Lane in the Summit Place subdivision. The applicant is in the process of adjusting the property lines of three adjacent lots (PLA 13-4441,) which will result in the elimination of the center lot. A General Utility Easement is platted on a boundary line that will be moved; the easement will be unnecessary and at the same time restrict development of the lot on which it is located. There are currently no utilities within the subject easement.

The applicant's request is to vacate the utility easement as indicated in "Exhibit A."

Permissions from the franchise utilities and City utility departments have been granted.

DISCUSSION

On October 14, 2013, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 8-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 13-4491 SUBMITTED
BY ALAN REID AND ASSOCIATES FOR PROPERTIES
LOCATED AT 2315 & 2319 NORTH MARKS MILL LANE TO
VACATE AN UTILITY EASEMENT, A TOTAL OF 1,363
SQUARE FEET

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted utility easement not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described utility 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.

“Any relocation of existing utilities shall be at the owner/developer’s expense.”

PASSED and **APPROVED** this day of , 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

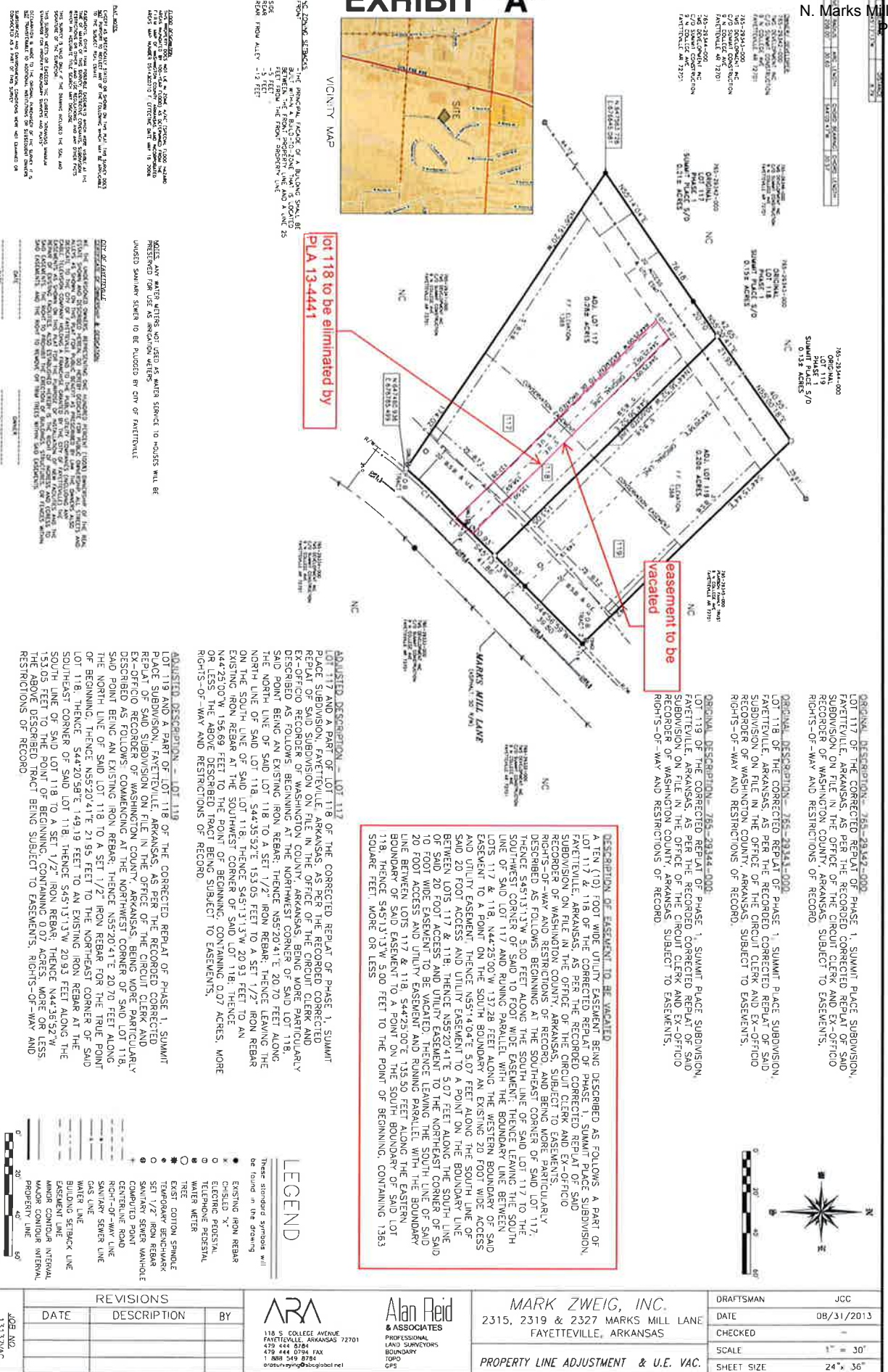


EXHIBIT "B"
VAC 13-4491

DESCRIPTION OF EASEMENT TO BE VACATED

A TEN (10) FOOT WIDE UTILITY EASEMENT BEING DESCRIBED AS FOLLOWS: A PART OF LOT 117 & 118 OF THE CORRECTED REPLAT OF PHASE 1, SUMMIT PLACE SUBDIVISION, FAYETTEVILLE, ARKANSAS, AS PER THE RECORDED CORRECTED REPLAT OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, SUBJECT TO EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 117; THENCE S45°13'13"W 5.00 FEET ALONG THE SOUTH LINE OF SAID LOT 117 TO THE SOUTHWEST CORNER OF SAID 10 FOOT WIDE EASEMENT; THENCE LEAVING THE SOUTH LINE OF SAID LOT 117 AND RUNNING PARALLEL WITH THE BOUNDARY LINE BETWEEN LOTS 117 & 118, N44°25'00"W 137.28 FEET ALONG THE WESTERN BOUNDARY OF SAID EASEMENT TO A POINT ON THE SOUTH BOUNDARY OF AN EXISTING 20 FOOT WIDE ACCESS AND UTILITY EASEMENT; THENCE N55°14'04"E 5.07 FEET ALONG THE SOUTH LINE SAID 20 FOOT ACCESS AND UTILITY EASEMENT TO A POINT ON THE BOUNDARY LINE BETWEEN LOTS 117 & 118; THENCE N55°20'41"E 5.07 FEET ALONG THE SOUTH LINE OF SAID 20 FOOT ACCESS AND UTILITY EASEMENT TO THE NORTHEAST CORNER OF SAID 10 FOOT WIDE EASEMENT TO BE VACATED; THENCE LEAVING THE SOUTH LINE OF SAID 20 FOOT ACCESS AND UTILITY EASEMENT AND RUNNING PARALLEL WITH THE BOUNDARY LINE BETWEEN LOTS 117 & 118, S44°25'00"E 135.50 FEET ALONG THE EASTERN BOUNDARY OF SAID EASEMENT TO A POINT ON THE SOUTH BOUNDARY OF SAID LOT 118; THENCE S45° 13'13"W 5.00 FEET TO THE POINT OF BEGINNING.



PC Meeting of October 14, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Andrew Garner, Senior Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~October 8, 2013~~ UPDATED October 17, 2013

VAC 13-4491: Vacation (2315 & 2319 N. MARKS MILL LN./ZWEIG, 329): Submitted by ALAN REID AND ASSOCIATES for properties located at 2315 AND 2319 NORTH MARKS MILL LANE. The properties are zoned NC, NEIGHBORHOOD CONSERVATION and contains a total of 0.36 acres. The request is to vacate a utility easement.

Planner: Quin Thompson

Findings:

Property and Background: The subject property is located south of Township Street and northwest of Marks Mill Lane in the Summit Place subdivision. The applicant is in the process of adjusting the property lines of three adjacent lots (PLA 13-4441,) which will result in the elimination of the center lot. A General Utility Easement is platted on a boundary line that will be moved; the easement will be unnecessary and at the same time restrict development of the lot on which it is located. There are currently no utilities within the subject easement.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Stormwater Detention/Undeveloped	NC, Neighborhood Conservation
South	Single family residential	NC, Neighborhood Conservation
East	Single family residential	NC, Neighborhood Conservation
West	Mixed Commerical / Single family residential	C-2, Thoroughfare Commercial/ NC, Neighborhood Conservation

Request: The applicant requests a vacation of an unused general utility easement as indicated on the submitted exhibit.

Easement Vacation Approval: Permissions from the franchise utilities and City utility departments have been granted.

Public Comment: No public comment has been received.

Recommendation: The subject general utility easement is not necessary and restricts development of the proposed lot on which it occurs. Staff recommends forwarding **VAC 13-4491** to the City Council with a recommendation for approval.

CITY COUNCIL ACTION: Required

PLANNING COMMISSION ACTION: Required

Planning Commission Action: ☒ Forwarded ☐ Denied ☐ Tabled

Date: October 14, 2013

Motion: WINSTON

Second: CHESSER

Vote: 8-0-0

Notes: CONSENT AGENDA



Alan Reid
& ASSOCIATES, LLC
PROFESSIONAL
LAND
SURVEYORS

September 3, 2013

City of Fayetteville
Planning & Engineering
125 West Mountain Street
Fayetteville, Arkansas 72701

Re: Utility Easement Vacation

Dear Planner,

On behalf of my clients, TMS Development and Mark Zweig, Inc., I am submitting for your review a proposed utility easement vacation. The easement is ten (10) feet in width and is centered on the boundary line between Lots 117 & 118 of Summit Place Subdivision.

My client is in the process of obtaining a property line adjustment of Lots 117, 118 & 119 of said Summit Place Subdivision. His intent is to eliminate Lot 118, thus enlarging the remaining two lots. An easement vacation is being requested to remove that easement which would restrict his new building area.

The easement which is being asked to be vacated contains no utility services. Arkansas One Call has visited the site and confirms this. I have received approval to vacate the easement from all utilities companies.

If you have any questions or comments, please contact me at: 479-444-8784.

Best regards,

A handwritten signature in black ink, appearing to read 'Alan Reid', written over a horizontal line.

Alan Reid
Professional Land Surveyor

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 11/15/13

UTILITY COMPANY: Cox

APPLICANT NAME: MARK ZWELG/TMS DEV APPLICANT PHONE: 508-380-0469
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
☐ Alley
☐ Street right-of-way

I have been notified of the position to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 2315/2319 MARKS MILL LANE, 72703

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

Any damage to or relocation of existing facilities will be at owners/developers expense.

Request a final plat showing this easement vacation be sent to my office via email.

Chad A. [Signature]
Signature of Utility Company Representative

Construction Planner III
Title

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 8/15/13

UTILITY COMPANY: AEP/SUEPCO

APPLICANT NAME: MARK ZWIG/TWS DEV. APPLICANT PHONE: 508-380-0469
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 2315/2319 MARK'S MILL LANE, 72703

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

Any relocation of existing facilities will be
@ the OWNER'S expense.

Reed R. Betrian
Signature of Utility Company Representative

Project Engineer
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 8/15/13

UTILITY COMPANY: DECC

APPLICANT NAME: MARK ZWIG/TNS DEY APPLICANT PHONE: 506-380-0469
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 2315, 2319 MARK'S MILL LAKE, 72703

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Greg McGee
Signature of Utility Company Representative

Lead Staking Tech.
Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 11/15/13

UTILITY COMPANY: AWW - SOURCE ONE

APPLICANT NAME: MARK ZWIG/TNS DEV APPLICANT PHONE: 508-380-0469
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 2315/2319 MARK'S MILL LANE, 72703

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

D. SORO

Signature of Utility Company Representative

Divisional Manager

Title

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 8/15/13

UTILITY COMPANY: TRANSPORTATION

APPLICANT NAME: MARK ZWELG/TMS DEV APPLICANT PHONE: 508-380-0469

REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

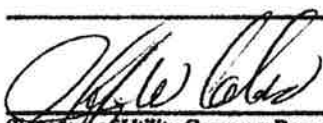
** 2315/2319 MARKS MILL LANE, 72703

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:



Signature of Utility Company Representative

ASSISTANT TRANSPORTATION MANAGER

Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 8/15/13

UTILITY COMPANY: SOLID WASTE

APPLICANT NAME: MARK ZWIG/TMS DEV APPLICANT PHONE: 508-380-0469
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley/easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 2315/2319 MARKS MILL LANE. 72703

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Brian Rupp
Signature of Utility Company Representative

Waste Reduction Coordinator
Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 8/15/13

UTILITY COMPANY: WATER & SEWER

APPLICANT NAME: MARK ZWIG/THE DEV APPLICANT PHONE: 508-360-0469
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed)**

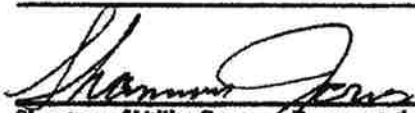
** 2315/2319 MARKS MILL LANE, 72703

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purposes below.)

- ☐ No objections provided the following conditions are met:


Signature of Utility Company Representative

Utilities Engineer
Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 11/15/13

UTILITY COMPANY: ATI

APPLICANT NAME: MARK ZWEIF/TMS Dev. APPLICANT PHONE: 508-380-0469
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement right-of-way), described as follows:

General location / Address (referring to attached document- must be completed)**

2315/2319 MARK'S MILL LANE, 72703

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

RELOCATION OF OR DAMAGE TO ANY EXISTING AT&T/
SWBT PLANT WILL BE @ THE APPLICANT'S EXPENSE

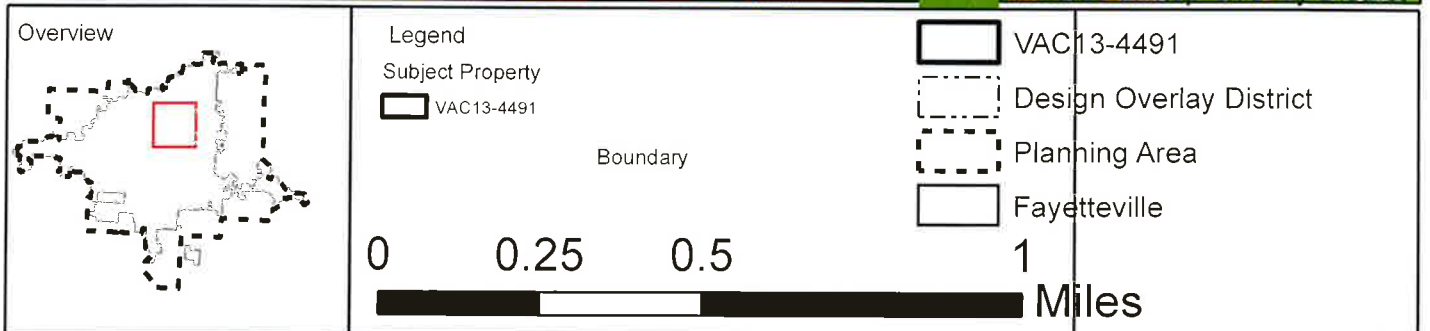
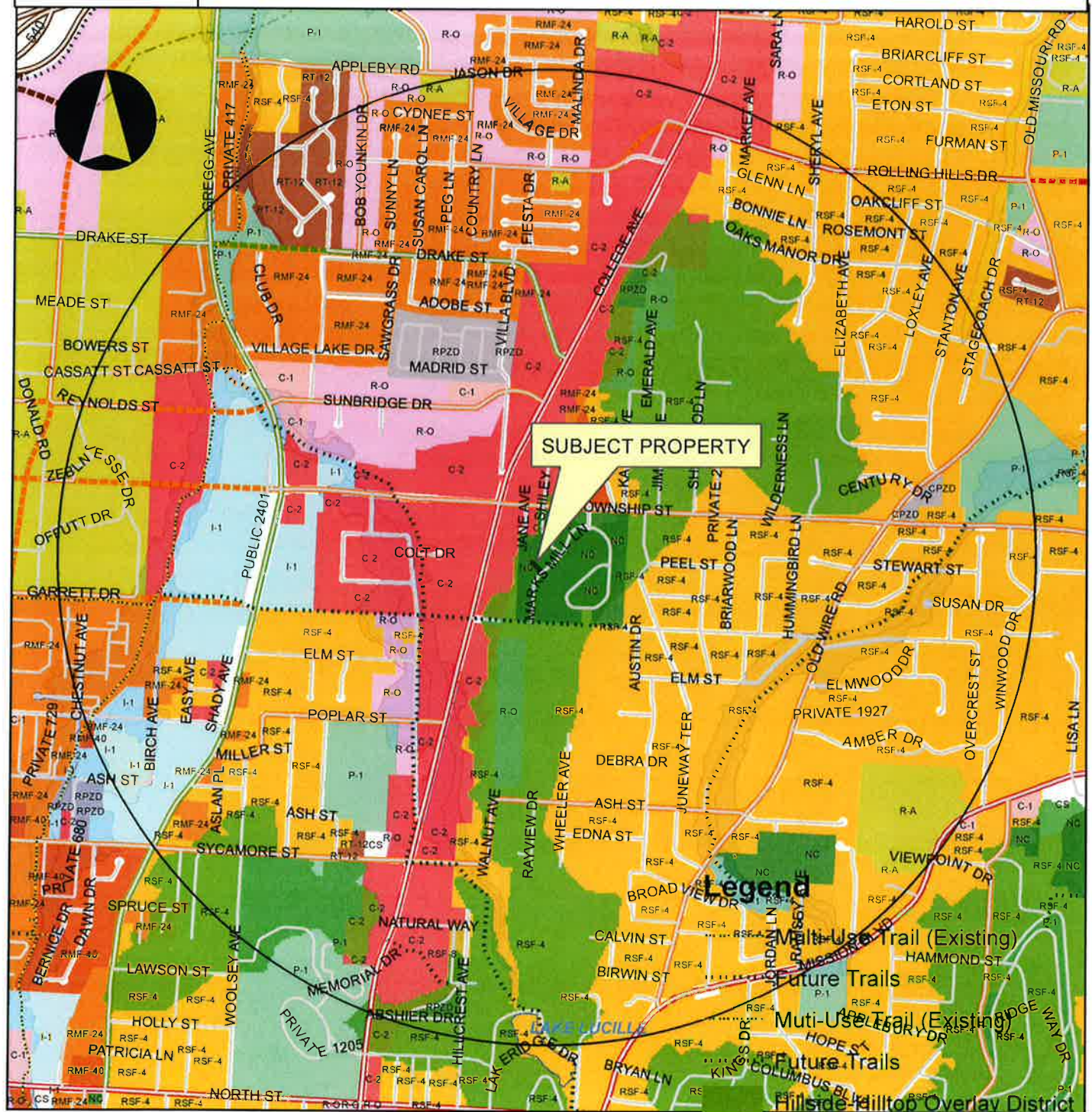
Susan K. Clouser
Signature of Utility Company Representative

OSP DESIGN ENGINEER
Title

VAC13-4491

ZWEIG

One Mile View



VAC13-4491

ZWEIG

Close Up View



SUBJECT PROPERTY

NO

C-2

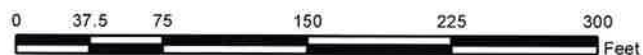
RSF-4

Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits

Overview VAC13-4491

- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area



PETITION TO VACATE A TEN (10) FOOT WIDE UTILITY EASEMENT BETWEEN LOT ONE HUNDRED SEVENTEEN (117) AND ONE HUNDRED EIGHTEEN (118), SUMMIT PLACE SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS.

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the utility easement hereinafter sought to be abandoned and vacated, lying between Lots 118 & 119, Summit Place Subdivision, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate of said easement which is described as follows:

DESCRIPTION OF EASEMENT ENCROACHMENT

A TEN (10) FOOT WIDE UTILITY EASEMENT, SAID EASEMENT BEING FIVE (5) FEET EACH SIDE OF THE BOUNDARY LINE BETWEEN LOTS 117 & 118 OF SUMMIT PLACE SUBDIVISION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON PLAT OF SAID SUBDIVISION FILED IN THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS.

That the abutting real estate affected by said abandonment of the utility easement is (1) Lot 117, Summit Place Subdivision, (2) Lot 118, Summit Place Subdivision, (3) Lot 125, an existing detention pond out lot lying to the North of the petitioners property and (4) the street right-of-way of Mark's Mill Lane, lying South of the petitioners property and, and that the public interest and welfare would not be adversely affected by the abandonment of the above described utility easement.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described utility easement.

Dated this ____ day of _____, 2012

Printed name

Signature

Printed name

Signature

City Council Agenda Items
and
Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date
Agenda Items OnlyJesse Fulcher
Submitted ByPlanning
DivisionDevelopment Services
Department

Action Required:

VAC 13-4493: Vacation (491 E. FAIRWAY LN./JARRETT, 680): Submitted by GRAY ROCK, LLC. for property located at 491 EAST FAIRWAY LANE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 1.15 acres. The request is to vacate utility easements on the subject property.

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

Account Number

\$

Funds Used to Date

Program / Project Category Name

Project Number

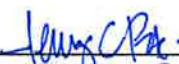
\$

Remaining Balance

Fund Name

Budgeted Item

Budget Adjustment Attached

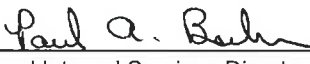

 Department Director
10-17-2013
Date

Previous Ordinance or Resolution #


 City Attorney
10-18-13
Date

Original Contract Date:

Original Contract Number:


 Finance and Internal Services Director
10-18-2013
DateReceived in City Clerk's Office 10-13-13 11:01 RCVD


 Chief of Staff
10-15-13
Date

Received in Mayor's Office


 Mayor
11/21/13
Date


Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Jesse Fulcher, Current Planner

Date: October 17, 2013

Subject: VAC 13-4493 (491 E. FAIRWAY/JARRETT)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to vacate utility easements on the subject property.

BACKGROUND

The property is located at 491 E. Fairway Lane in the Masters Subdivision on the east side of the Fayetteville Country Club. The property is developed with a single-family residence that was constructed in 2005. A recently completed survey indicates that the home is located within a 25 foot utility easement along the south property.

The applicant's request is to vacate a 25 foot utility easement on the south property line and a portion of a 20 foot utility easement on the west property line.

DISCUSSION

On October 14, 2013, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 9-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 13-4493 SUBMITTED
BY GRAY ROCK LLC. FOR PROPERTY LOCATED AT 491
EAST FAIRWAY LANE, TO VACATE UTILITY
EASEMENTS, A TOTAL OF 0.13 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 platted utility easements are not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described utility easements in Exhibit B (attached).

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit A shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the Condition of Approval and shall not be in effect until the condition is met.

“Any relocation of existing utilities shall be at the owner/developer’s expense.”

PASSED and APPROVED this day of , 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

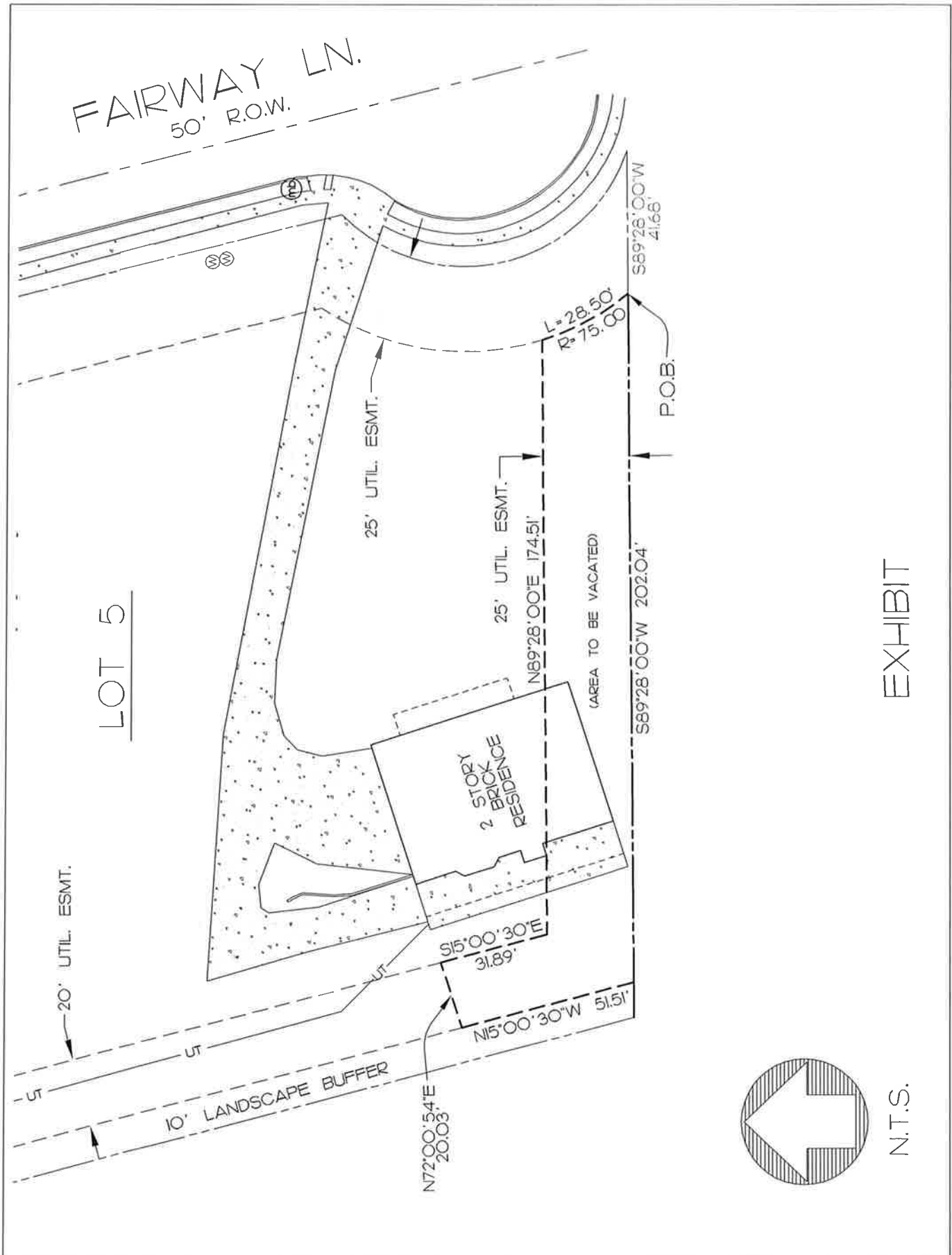


EXHIBIT "B"
VAC 13-4493

PART OF LOT 5 OF THE MASTERS SUBDIVISION, CITY OF FAYETTEVILLE,
WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY
DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE
SOUTH BOUNDARY LINE OF SAID LOT 5 S89°28'00"W 41.68 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUING ALONG SAID SOUTH BOUNDARY LINE
S89°28'00"W 202.04 FEET; THENCE LEAVING SAID SOUTH BOUNDARY LINE
N15°00'30"W 51.51 FEET; THENCE N72°00'54"E 20.03 FEET; THENCE S15°00'30"E 31.89
FEET; THENCE N89°28'00"E 174.51 FEET; THENCE ALONG A CURVE TO THE LEFT,
SAID CURVE HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 28.50 FEET, A
CENTRAL ANGLE OF 21°46'25", AND A CHORD BEARING AND DISTANCE OF
S28°35'41"E 28.33 FEET TO THE POINT OF BEGINNING, CONTAINING 5,515.39
SQUARE FEET OR 0.13 ACRES, MORE OR LESS.



PC Meeting of October 14, 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: ~~October 14, 2013~~ Updated October 16, 2013

VAC 13-4493: Vacation (491 E. FAIRWAY LN./JARRETT, 680): Submitted by GRAY ROCK, LLC for property located at 491 EAST FAIRWAY LANE. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains a total of 1.15 acres. The request is to vacate a utility easement. Planner: Jesse Fulcher

Findings:

Property Description & Background: The property is located at 491 E. Fairway Lane in the Masters Subdivision on the east side of the Fayetteville Country Club. The property is developed with a single-family residence that was constructed in 2005. A recently completed survey indicates that the home is located within a 25 foot utility easement along the south property. Surrounding land uses are listed in *Table 1*.

**Table 1
Surrounding Land Use/Zoning**

Direction from Site	Land Use	Zoning
North and East	Residential Single-family	RSF-4
South	Undeveloped	RSF-4
West	Golf Course	RSF-4

Request: The applicant's request is to vacate a 25 foot utility easement on the south property line and a portion of a 20 foot utility easement on the west property line (exhibit attached).

Easement Vacation Approval: The applicant has submitted the required easement vacation forms to adjacent property owners and all utility companies with no objections.

UTILITIES

RESPONSE

Ozarks Electric

N/A

Cox Communications

No Objections

AEP/SWEPCO No Objections

Source Gas No Objections

AT&T No Objections

CITY OF FAYETTEVILLE: **RESPONSE**

Water/Sewer No Objections

Transportation No Objections

Solid Waste N/A

Public Comment: No public comment has been received.

Recommendation: Staff recommends forwarding VAC 13-4493 to the City Council with a recommendation for approval.

CITY COUNCIL ACTION: Required

PLANNING COMMISSION ACTION: Required

Planning Commission Action: ☒ Forwarded ☐ Denied ☐ Tabled

Date: October 14, 2013

Motion: Winston

Second: Chesser

Vote: 9-0-0

Notes:



GRAY ROCK, LLC.
Civil Engineering and Landscape Architecture
5204 Village Parkway, Suite 11 PMB #111
Rogers, AR 72758 479.966.4413

October 8, 2013

Jesse Fulcher
City of Fayetteville Planning Department
Fayetteville, AR 72701

**Re: Calvin Jarrett Utility Vacation
Fayetteville, AR**

Jesse,

Calvin Jarrett proposes to vacate the utility easement on his southern property line due to the house being accidentally built within the utility easement. He also proposes to vacate a portion of the western utility easement directly behind the residence. The western vacation is requested so that a swimming pool can be constructed in that area. In both instances, there are no existing utilities and all utility companies have agreed to the proposed utility vacations.

Thank you,

M. Dirk Thibodaux, ASLA, PLA
Gray Rock, LLC

PETITION TO VACATE AN (easement) LOCATED IN (lot 5, The Masters Subdivision), CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in lot 5, The Masters Subdivision, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

(Legal Description to be vacated)

That the abutting real estate affected by said abandonment of the easement are lot 5, The Masters Subdivision, City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners to be free from the easements of the public for the use of said alley.

Dated the 3rd day of September, 2013.

Jarrett

Calvin Jarrett

Calvin Jarrett

Signature

Planning/Sidewalk Requirements – Check List

D. 5
VAC 13-4493 (491 Fairway Ln. Jarrett)
Page 10 of 20

Site Address: 491 E Fairway Ln Date Received: 1/28/05

1. A/P #: 14904 Setbacks: N. 7.5 S. 25 E. 25 W. 30

2. Go into Arc Map to retrieve the following info:

- Zoning ~~RSF-4~~ RSF-4
- Plat Page 680
- Parcel Number 765-15323-000
- Section/Township/Range 27-16-30
- Subdivision/Phase MASTERS
- Lot and Block 005
- Transportation Zone (TAZ) 5024

601-2503
Raymond

3. Pull Plat – Look for utility easements, setbacks and sidewalk;

- Does it match final plat? Y ☒ N ☐
- Is Property in the Floodplain? Y ☐ N ☒
- Measure Site Plan – Does it Scale? Y ☒ N ☐
- Is street shown on the Site Plan? Y ☒ N ☐
- Are setbacks and Easements marked? Y ☒ N ☐
- Setback meet min. and are measured from property line to the overhangs
Y ☒ N ☐
- Sidewalk Required Y ☐ N ☐
- Sidewalk Measurements _____
- When sidewalk is located on a corner lot, allow 20' for each radius on each sidewalk length, Each radius = 40'

4. Check Height Limit: (No height limit in RSF-4)

- Over 20' Y ☐ N ☐
- Setback an additional 1' for each foot over 20'

5. Curb Cuts

- Minimum of 5' off side of property line. Y ☒ N ☐
- Min. of 40' from intersections (corner lot) Y ☐ N ☐

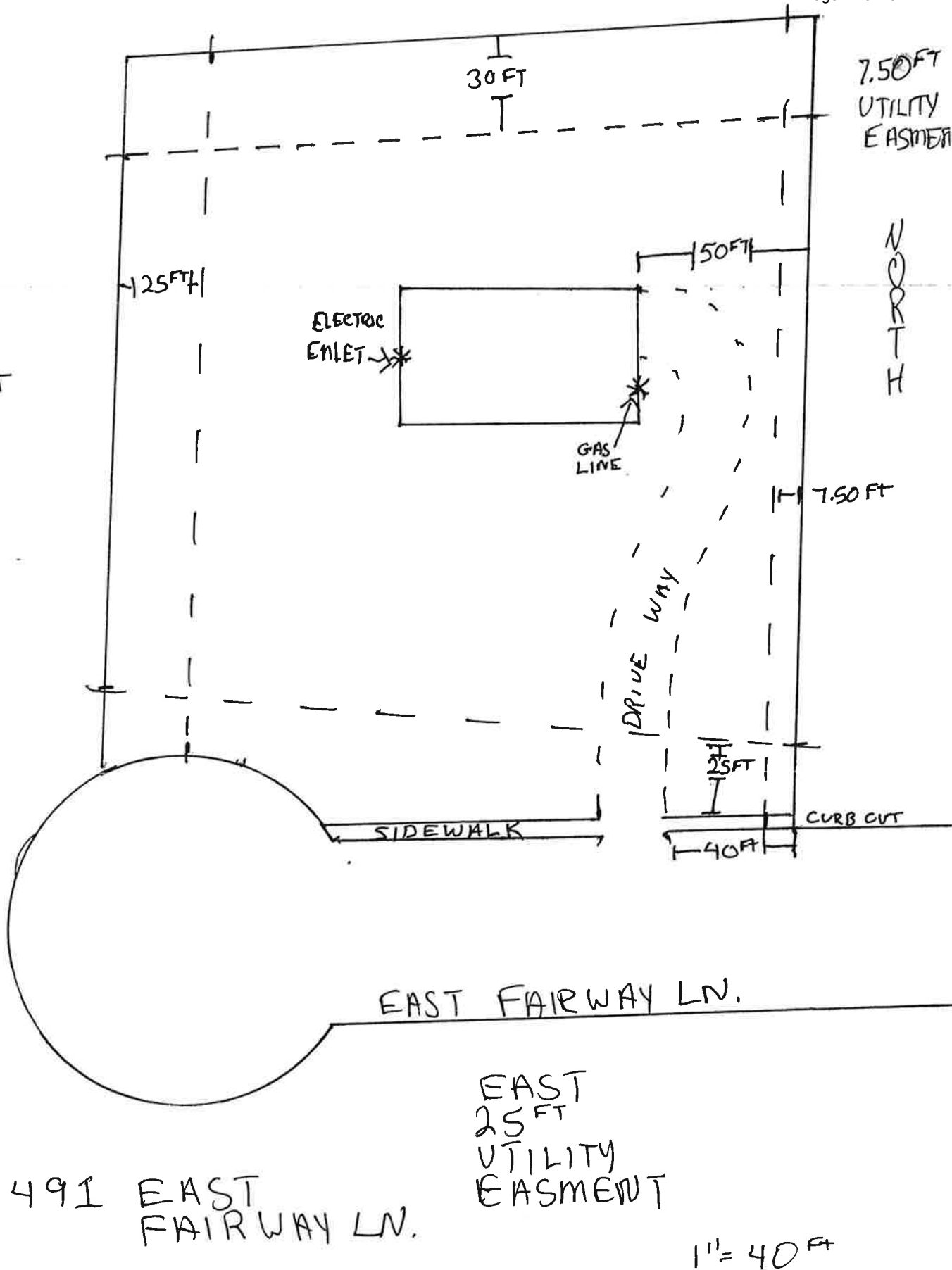
Enter required info into Hansen on the 1 – 2 Family Info Tab.

10^{FT} LANDSCAPE EASEM. WEST
20^{FT} UTILITY EASEMENT.

new plan

D. 5
VAC 13-4493 (491 Fairway Ln. Jarrett)
Page 11 of 20

SOUTH
25^{FT}
UTILITY
EASEMENT



N
O
R
T
H

EAST
25^{FT}
UTILITY
EASEMENT

1" = 40 FT

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: September 3, 2013

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Calvin B. Jarrett APPLICANT PHONE: 419-957-1831
REQUESTED VACATION (applicant must check all that apply):

☒ Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 491 East Fairway Lane, Fayetteville, AR 72701

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☐ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

Any damage to or relocation of existing facilities will be at the owners/develops expense.

Chad A. [Signature]
Signature of Utility Company Representative

Construction Planner III
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: September 3, 2013

UTILITY COMPANY: AEP / SWEPCO

APPLICANT NAME: Calvin B. Jarrett APPLICANT PHONE: 419-957-1831
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 491 East Fairway Lane, Fayetteville, AR 72701
(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Adam Boyer
Signature of Utility Company Representative

Distribution Engineer
Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: September 3, 2013

UTILITY COMPANY: Arkansas Western Gas

APPLICANT NAME: Calvin B. Jarrett APPLICANT PHONE: 419-957-1831
REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

** 491 East Fairway Lane, Fayetteville, AR 72701

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:



Signature of Utility Company Representative

Division Manager
Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: September 3, 2013

UTILITY COMPANY: AT&T

APPLICANT NAME: Calvin B. Jarrett APPLICANT PHONE: 419-957-1831
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 491 East Fairway Lane, Fayetteville, AR 72701
(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

DAMAGE TO OR RELOCATION OF ANY EXISTING AT&T/SWBT
FACILITIES WILL BE AT THE LAND OWNER'S EXPENSE

Susan K. Clouser
Signature of Utility Company Representative

OSP DESIGN ENGINEER
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: September 3, 2013

UTILITY COMPANY: Fayetteville Water & Sewer

APPLICANT NAME: Calvin B. Jarrett APPLICANT PHONE: 479-957-1831
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 491 East Fairway Lane, Fayetteville, AR 72701

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Shannon Jones
Signature of Utility Company Representative

Utilities Engineer
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: September 3, 2013

UTILITY COMPANY: Fayetteville Transportation

APPLICANT NAME: Calvin B. Jarrett APPLICANT PHONE: 479-957-1831
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 491 East Fairway Lane, Fayetteville, AR 72701

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

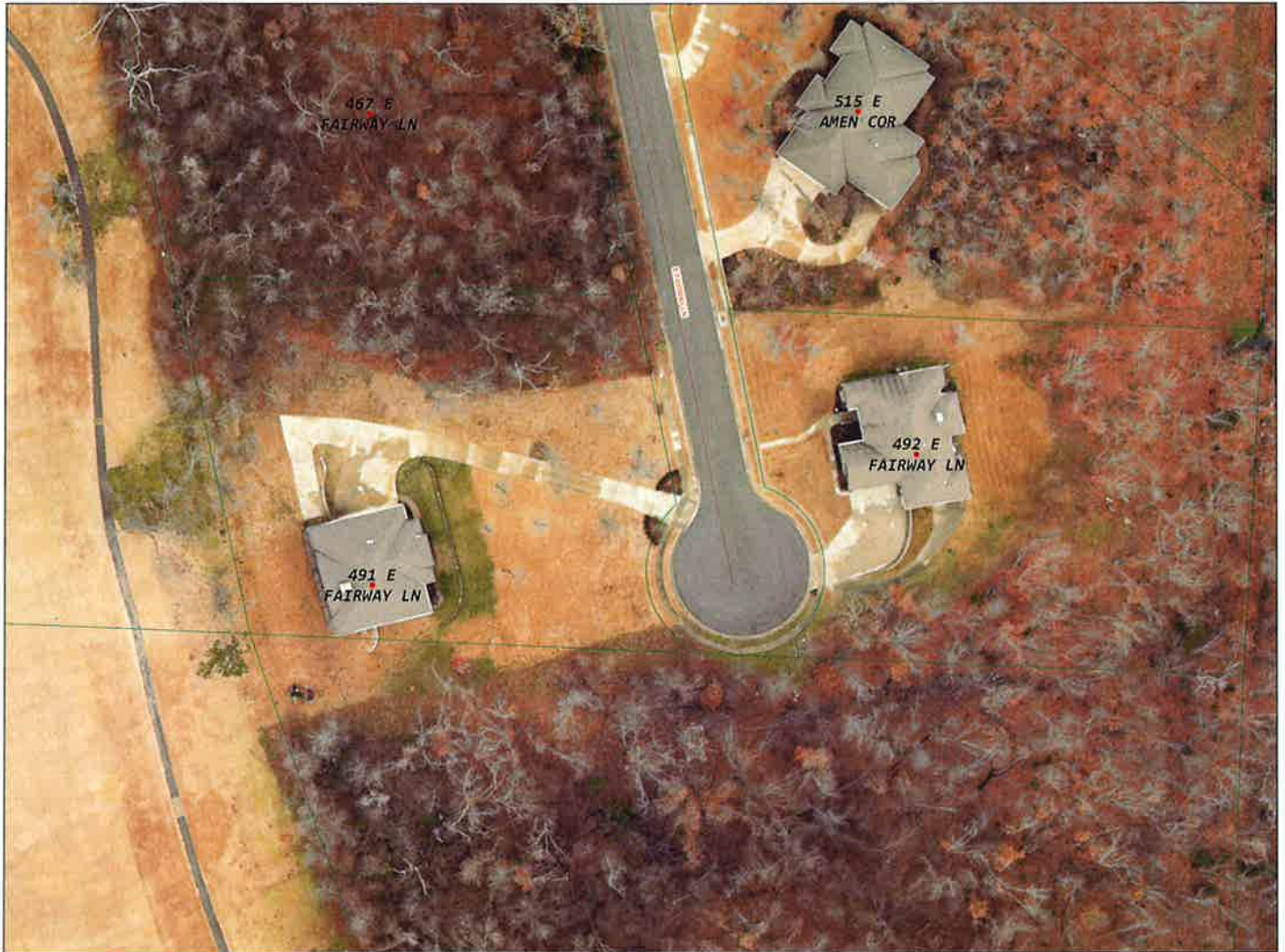
UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:


Signature of Utility Company Representative

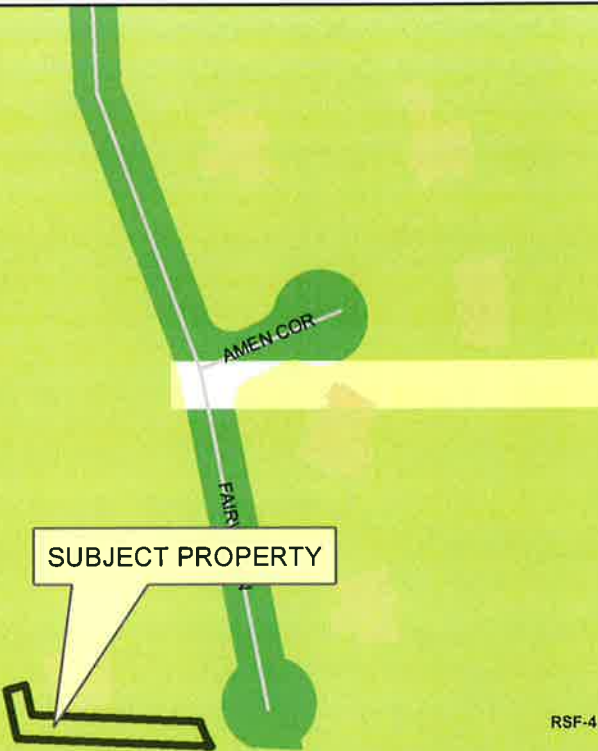
ASSISTANT TRANSPORTATION MANAGER
Title



VAC13-4493

JARRETT

Close Up View



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits

Overview

VAC13-4493

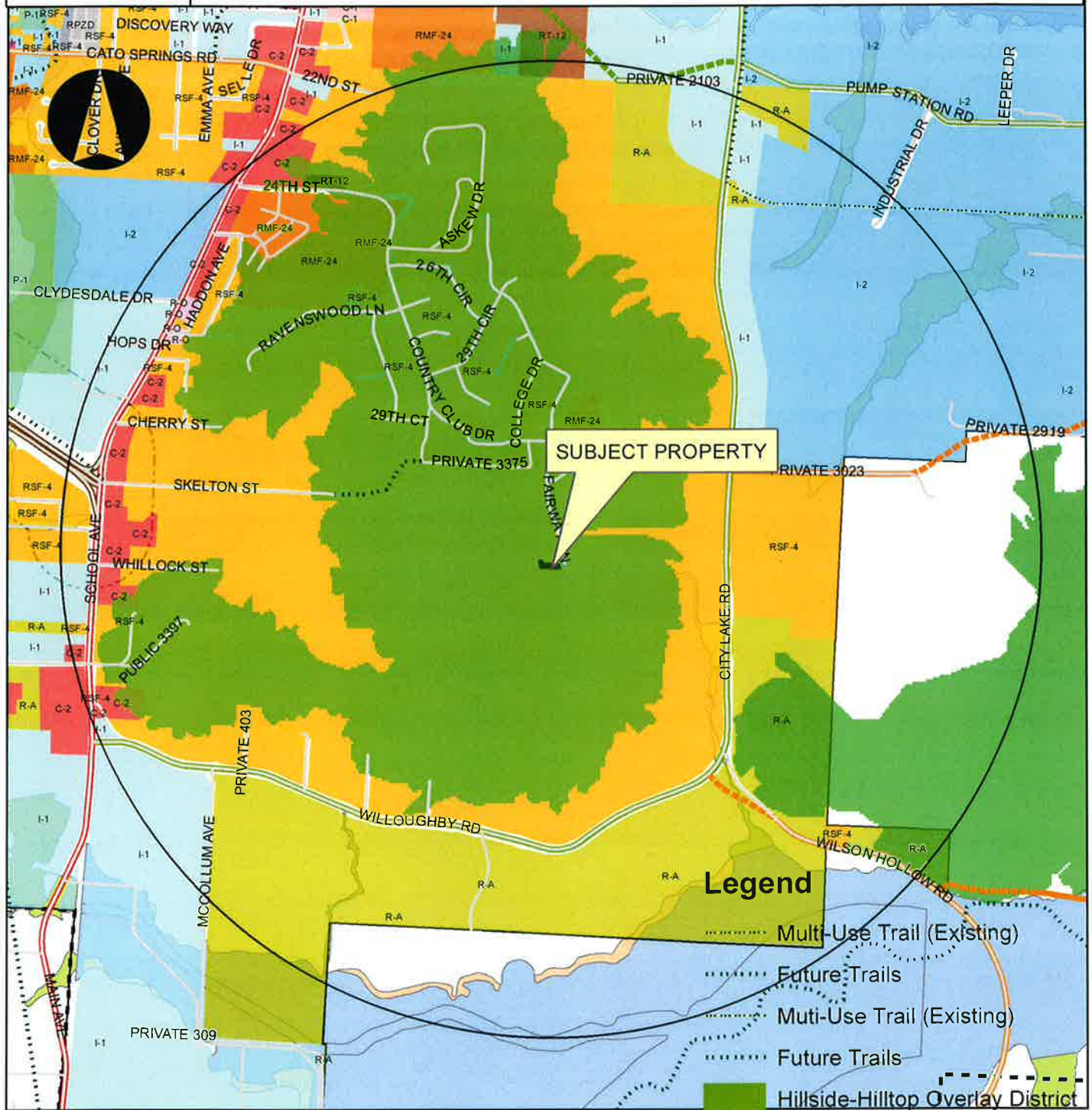
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area



VAC13-4493

JARRETT

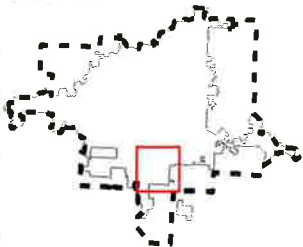
One Mile View



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Multi-Use Trail (Existing)
- Future Trails
- Hillside-Hilltop Overlay District

Overview



Legend

- Subject Property
- VAC13-4493

Boundary



- VAC13-4493
- Design Overlay District
- Planning Area
- Fayetteville

City Council Agenda Items
and
Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date
Agenda Items OnlyJesse Fulcher
Submitted ByPlanning
DivisionDevelopment Services
Department

Action Required:

VAC 13-4501: Vacation (3466 E. JASPER LN./KINNEY, 061): Submitted by ERIC HELLER for property located at 3466 EAST JASPER LANE. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.32 acres. The request is to vacate a portion of a drainage easement on property.

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 ☐

[Signature] 10-17-2013
Department Director Date

Previous Ordinance or Resolution # _____

[Signature] (typo in title) 10-18-13
City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becker 10-18-2013
Finance and Internal Services Director Date

Received in City 10-13-13 11:01 RCVD
Clerk's Office [Signature]

[Signature] 10-18-13
Chief of Staff Date

Received in
Mayor's Office
ENTERED 10/18/13
[Signature]

[Signature] 10/20/13
Mayor Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Jesse Fulcher, Current Planner

Date: October 17, 2013

Subject: VAC 13-4501 (3466 JASPER LANE/KINNEY)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to vacate a portion of a drainage easement on the subject property.

BACKGROUND

The property is located at 3466 E. Jasper Lane in the Copper Creek Subdivision. The property is developed with a single-family residence. There are two separate easements between the home and the north property line; a 15 foot drainage easement and then a 15 foot general utility easement.

The applicant's request is to vacate a portion of the existing 15 foot drainage easement.

DISCUSSION

On October 14, 2013, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 9-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 13-4501 SUBMITTED
BY ERIC HELLER FOR PROPERTY LOCATED AT 3466
EAST JASPER LANE, TO VACATE A PORTION OF A
DRAINAGE EASEMENT, A TOTAL OF 750 SQUARE FEET.

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted drainage 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 drainage 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.

“Any relocation of existing utilities shall be at the owner/developer’s expense.”

PASSED and **APPROVED** this day of , 2013.

APPROVED:

ATTEST:

By: _____
LIONELO JORDAN, Mayor

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

EXHIBIT "A"



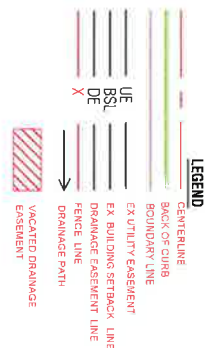
A PART OF LOT FOURTEEN (14) OF THE COPPER CREEK SUBDIVISION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT THAT IS S89°42'42" E 20.00 FEET AND S00°17'18" W 15.0 FEET FROM THE NORTHWEST CORNER OF SAID LOT FOURTEEN (14); THENCE S89°42'42" E 50.0 FEET; THENCE S00°17'18" W 15.0 FEET; THENCE N89°42'42" W 50.0 FEET; THENCE N00°17'18" E 15.0 FEET TO THE POINT OF BEGINNING, CONTAINING 750.0 SQ. FT. MORE OR LESS.

15 X 50.0 FEET DRAINAGE EASEMENT VACATION

OWNER/DEVELOPER
765-22449-000
3466 E JASPER LN
LOT 14 COPPER CREEK SUBDIVISION
FAYETTEVILLE, AR

LEGAL DESCRIPTION:
LOT 14 OF THE COPPER CREEK SUBDIVISION, TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

EXISTING UTILITY EASEMENTS
20' FRONT BOTH STREETS
15' UTILITY ALONG NORTH
15' DRAINAGE ADJACENT TO SAID NORTH
CURRENT RSF-4 BUILDING SETBACKS
FRONT 15'
SIDE 5'
REAR 10'



①	765-22450-000 JACKSON, KEITH & LAURA 2590 E CARLATION CT FAYETTEVILLE, AR 72703
②	765-24091-000 NOONCASTER VINEYARDS INC 1942 E BROOKHAVEN DR FAYETTEVILLE, AR 72703
③	765-22448-000 HANNAH, KEVIN & KIMBERLY 2604 RAVENSWOOD DR JOHNSON, AR 72741
④	765-22464-000 BAKER, RONALD GENE & ANN S 3487 E JASPER LN SPRINGDALE, AR 72764
⑤	765-22463-000 HUNNICUTT, DONALD B & CLAUDETTE S 4768 N RUNNING SPRINGS DR FAYETTEVILLE, AR 72701-3452
⑥	765-22462-000 BIRCH, SCOTT W & CANDY E 3427 E JASPER LN FAYETTEVILLE, AR 72703

DRAINAGE EASEMENT VACATION

FOR

KINNEY, REGINALD L & JACQUELINE

SCALE: 1" = 20' DATE: 10/08/13

JOB No. 13-09-04 DRAWN BY: ETH

EXHIBIT "B"
VAC 13-4501

A PART OF LOT FOURTEEN (14) OF THE COPPER CREEK SUBDIVISION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S89°42'42"E 20.00 FEET AND S00°17'18"W 15.0 FEET FROM THE NORTHWEST CORNER OF SAID LOT FOURTEEN (14); THENCE S89°42'42"E 50.0' FEET; THENCE S00°17'18"W 15.0 FEET; THENCE N89°42'42"W 50.0 FEET; THENCE N00°17'18"E 15.0 FEET TO THE POINT OF BEGINNING; CONTAINING 750.0 SQ FT, MORE OR LESS.

October 9, 2013

City of Fayetteville Planning Commission
125 West Mountain Street
Fayetteville, Arkansas 72701

RE: 3466 Jasper Ln
Drainage Easement Vacation

To whom it may concern,

Jacqueline & Reginald Kinney as owners of Lot 14 of Copper Creek Subdivision located at 3466 Jasper Ln. would like to vacate a 15' x 50' drainage easement. The reason for this vacating is to create a small tool shed for storage.

Reasoning for approval are

1. This meets all current building setback regulations
2. As a drainage easement this would affect storm water runoff, the vacating of this easement affects no adjacent owners in any harmful way. As we are a corner lot at the crest of a knoll.

We so no reasons to not allow us to vacate this easement.

Thank you for your consideration,

Jacqueline & Reginald Kinney

PETITION TO VACATE 15' x 24' DRAINAGE EASEMENT LOCATED ON LOT 14 OF THE COPPER CREEK SUBDIVISION, IN THE CITY OF FAYETTEVILLE, ARKANSAS

**TO: The Fayetteville City Planning Commission and
The Fayetteville City Council**

FROM: Kinney, Reginald & Jacqueline, current owners & residents of Lot 14 of Copper Creek Subdivision.

We, the undersigned, being all the owners of the real estate herein after seek to abandon and vacate a portion of an existing 15 foot wide drainage easement located within Lot 14 of the Copper Creek Subdivision, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate said drainage easement is described as follows:

**15' X 23.6' DRAINAGE
EASEMENT VACATION**

**A PART OF LOT FOURTEEN (14) OF THE COPPER CREEK SUBDIVISION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT THAT IS S89°42'42"E 20.00 FEET AND S00°17'18"W 15.0 FEET FROM THE NORTHWEST CORNER OF SAID LOT FOURTEEN (14); THENCE S89°42'42"E 23.60 FEET; THENCE S00°17'18"W 15.0 FEET; THENCE N89°42'42"E 23.60 FEET; THENCE N00°17'18"E 15.0 FEET TO THE POINT OF BEGINNING; CONTAINING 354.0 SQ FT, MORE OR LESS.**

Reasons for vacating is to add an addition to our current garage, listed below are our reasons for acceptance.

1. Doesn't affect any adjacent lots
2. The lot is in a unique location at the top of a hill, @ the Northeast corner of an intersection so there is no water draining through the vacated area. Please see attached map.
3. The remaining 20' utility easement is still greater than the current RSF-4 ZONING regulations.

That the abutting real estate affected by said abandonment of said City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described drainage easement.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate.

OWNERS

DATE

OWNERS

DATE

15 X 50.0 FEET DRAINAGE
EASEMENT VACATION

A PART OF LOT FOURTEEN (14) OF THE COPPER CREEK SUBDIVISION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S89°42'42"E 20.00 FEET AND S00°17'18"W 15.0 FEET FROM THE NORTHWEST CORNER OF SAID LOT FOURTEEN (14); THENCE S89°42'42"E 50.0' FEET; THENCE S00°17'18"W 15.0 FEET; THENCE N89°42'42"W 50.0 FEET; THENCE N00°17'18"E 15.0 FEET TO THE POINT OF BEGINNING; CONTAINING 750.0 SQ FT, MORE OR LESS.



OWNER/DEVELOPER
765-224-9000
3466 E JASPER LN
LOT 14 COPPER CREEK SUBDIVISION
FAYETTEVILLE, AR

LEGAL DESCRIPTION:
LOT 14 OF THE COPPER CREEK
SUBDIVISION, TO THE CITY OF
FAYETTEVILLE, WASHINGTON COUNTY,
ARKANSAS.

EXISTING UTILITY EASEMENTS	
20' FRONT BOTH STREETS	
15' UTILITY ALONG NORTH	
15' DRAINAGE ADJACENT TO SAID NORTH	
CURRENT RS-E-4 BUILDING SETBACKS	
FRONT 15'	
SIDE 5'	
REAR 10'	

15 X 50.0 FEET DRAINAGE
EASEMENT VACATION

A PART OF LOT FOURTEEN (14) OF THE COPPER CREEK SUBDIVISION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A POINT THAT IS S89°42'42"E
20.00 FEET AND S00°17'8"W 15.0 FEET FROM
THE NORTH-WEST CORNER OF SAID LOT
FOURTEEN (14); THENCE S89°42'42"E 50.0'
FEET; THENCE S00°17'8"W 15.0 FEET; THENCE
N83°42'42"E 50.0 FEET; THENCE N00°17'8"E
15.0 FEET TO THE POINT OF BEGINNING,
CONTAINING 750.0 SQ. FT., MORE OR LESS.

765-22450-000
JACKSON, KEITH & LAURA
2590 E CARNATION CT
FAYETTEVILLE, AR 72703

765-24091-000
NOONCASTER VINEYARDS INC
1942 E BROOKHAVEN DR
FAYETTEVILLE, AR 72703

765-22448-000
HANNAH, KEVIN & KYMBLY
2604 RAVENSWOOD DR
JOHNSON, AR 72741

765-22464-000
BAKER, RONALD GENE & ANN S
3487 E JASPER LN
SPRINGDALE, AR 72764

765-22463-000
HUNNICUTT, DONALD B & CLAUDETTE S
4758 N RUNNING SPRINGS DR
FAYETTEVILLE, AR 72701-3452

765-22462-000
BIRCH, SCOTT W & CANDY E
3427 E JASPER LN
FAYETTEVILLE, AR 72703

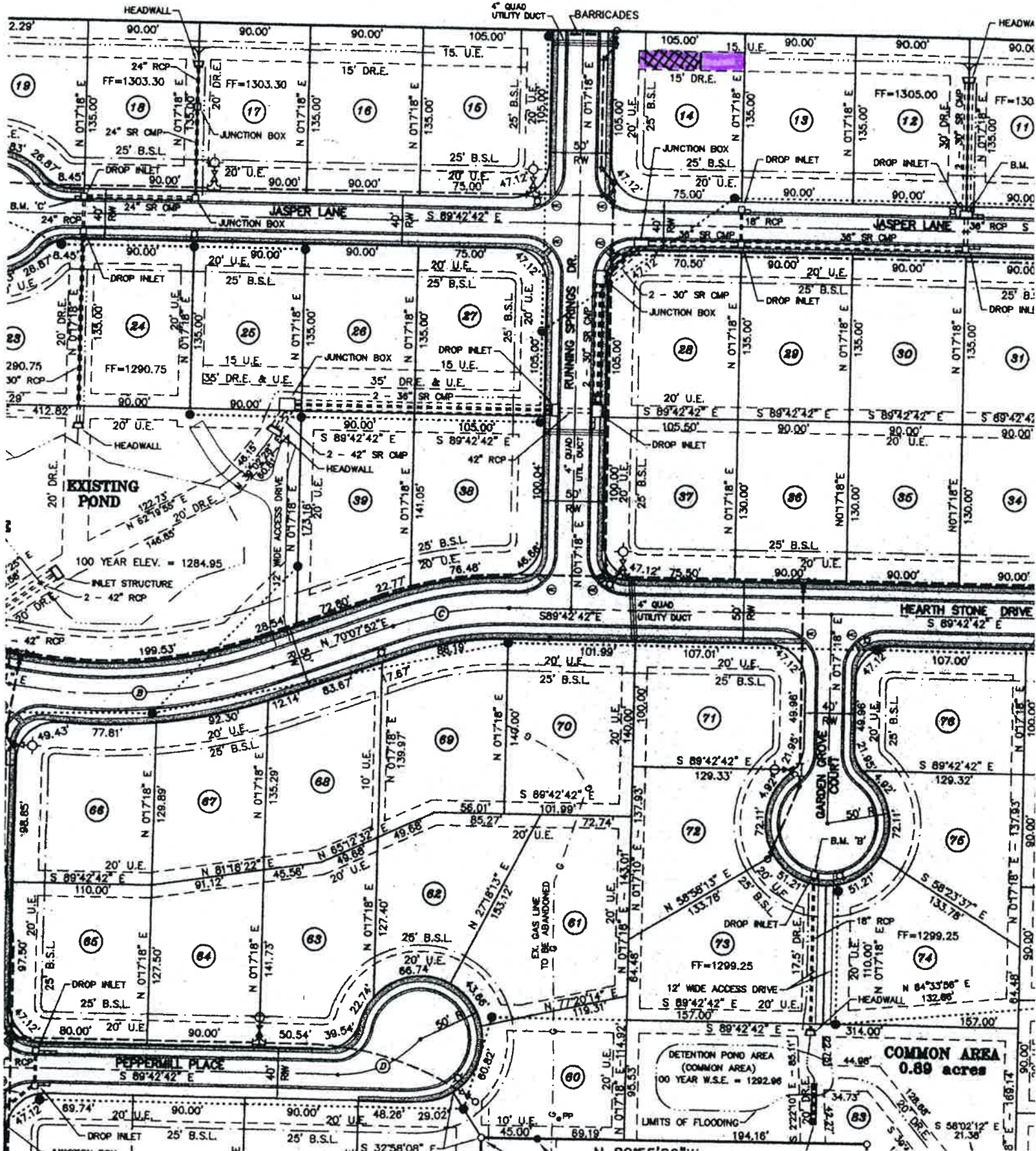
DRAINAGE EASEMENT VACATION
FOR

KINNEY, REGINALD L. & JACQUELINE

SCALE:	1"=20'	DATE:	10/08/13
JOB NO:	13-09-04	DRAWN BY:	ETH



S 89°42'42" E - 1321.45'



UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 9-27-13

UTILITY COMPANY: City of Fayetteville (Transportation)

APPLICANT NAME: _____ APPLICANT PHONE: _____
REQUESTED VACATION (*applicant must check all that apply*):

- ☒ ~ Utility Easement
- ☐ ~ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ ~ Alley
- ☐ ~ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ • No objections to the vacation(s) described above.
- ☐ • No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

-
-
- ☐ • No objections provided the following conditions are met:
-
-

Terry Z. Gullett
Signature of Utility Company Representative
Transportation Director
Title

VAC13-4501

KINNEY

Close Up View



SUBJECT PROPERTY



RUNNING SPRINGS DR

JASPER LN

RSF-4

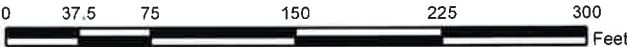
Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits

Overview

VAC13-4501

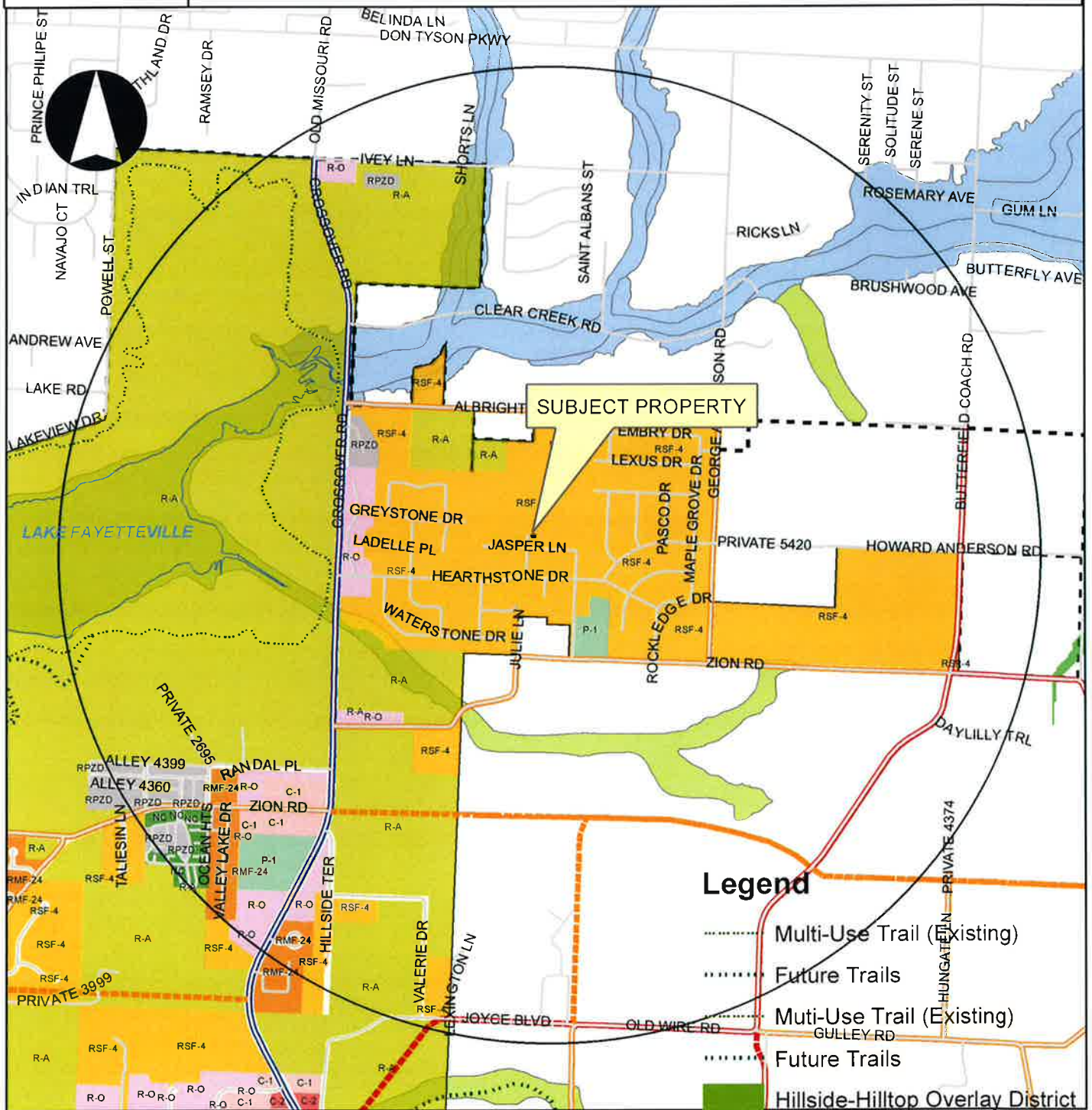
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area



VAC13-4501

KINNEY

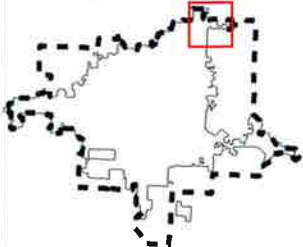
One Mile View



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Multi-Use Trail (Existing)
- Future Trails
- Hillside-Hilltop Overlay District

Overview



Legend

- Subject Property
- VAC13-4501

Boundary

0 0.25 0.5 1 Miles

- VAC13-4501
- Design Overlay District
- Planning Area
- Fayetteville

City Council Agenda Items
and
Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date
Agenda Items OnlyAndrew Garner
Submitted ByPlanning
DivisionDevelopment Services
Department

Action Required:

VAC 13-4503: Vacation (516 & 518 S. EASTERN AVENUE/U OF A, 521): Submitted by MCGOODWIN, WILLIAMS, AND YATES for properties located at 516 AND 518 SOUTH EASTERN AVENUE. The properties are zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.19 acres. The request is to vacate a right-of-way and two alleys.

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
10-17-2013
Date

Previous Ordinance or Resolution #

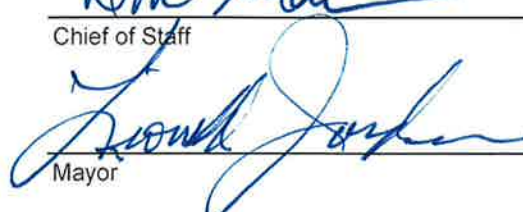

City Attorney
10-17-13
Date

Original Contract Date:

Original Contract Number:


Finance and Internal Services Director
10-19-2013
DateReceived in City
Clerk's Office

10-17-13 P03:13 RCVD


Chief of Staff
10-18-13
DateReceived in
Mayor's Office

Mayor
10/18/13
Date

Comments:



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: October 17, 2013

Subject: VAC 13-4503 (516 and 518 S. Eastern Ave./University of Arkansas)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to vacate alley and street right-of-way.

BACKGROUND

The subject property is undeveloped street and alley right-of-way and located northeast of Martin Luther King Boulevard and Eastern Avenue, just south of the University of Arkansas. The property is undeveloped and owned by the University of Arkansas. The adjacent property is all owned by the University of Arkansas. The University of Arkansas intends to build greenhouses and a parking lot on the adjacent property and desires to utilize the subject right-of-way for their development area.

The applicant has submitted the required right-of-way vacation forms to the City Utilities Departments, franchise utilities, and adjacent property owner (the University of Arkansas) with no objections. The applicant's request is to vacate the undeveloped street and alley right-of-way as indicated on the depicted exhibit.

DISCUSSION

On October 14, 2013, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 9-0-0 on consent agenda.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 13-4503 SUBMITTED BY MCGOODWIN, WILLIAMS, AND YATES FOR PROPERTIES LOCATED AT 516 AND 518 SOUTH EASTERN AVENUE TO VACATE A RIGHT-OF-WAY AND TWO ALLEYS ON THE SUBJECT PROPERTY, A TOTAL OF 0.19 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 right-of-way and two alleys are not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described right-of-way and two alleys 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.

PASSED and **APPROVED** this day of , 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "B"
VAC 13-4503

A PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 17, TOWNSHIP 16 NORTH, RANGE 30 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE FOUND REBAR WITH PLASTIC CAP AT THE NORTHWEST CORNER OF LOT 5 IN BLOCK 14 OF THE FAIR PARK ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS SHOWN ON PLAT OF SAID ADDITION RECORDED IN BOOK 5 PAGE 50 IN THE RECORDS OF WASHINGTON COUNTY, ARKANSAS, AND AS SHOWN ON PLAT OF SURVEY BY GARY LEE DENZER, PS 1266 RECORDED IN THE RECORDS OF WASHINGTON COUNTY, ARKANSAS, FILE #2011-8765 THENCE NORTH 3° 13' 40" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF EASTERN AVENUE A DISTANCE OF 50.16 FEET TO A FOUND REBAR WITH PLASTIC CAP AT THE SOUTHWEST CORNER OF LOT 6 IN BLOCK 10 OF SAID ADDITION; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE SOUTH 88° 09' 25" EAST ALONG THE SOUTH LINE OF SAID LOT 6 A DISTANCE OF 145.05 FEET TO A FOUND REBAR WITH PLASTIC CAP AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE LEAVING SAID SOUTH LINE SOUTH 86° 46' 25" EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF REYNOLDS STREET A DISTANCE OF 14.95 FEET TO A SET 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "GARY DENZER AR 1266"; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 88° 09' 25" EAST A DISTANCE OF 5.00 FEET TO A FOUND ½ " REBAR ON THE EAST LINE OF SAID REYNOLDS STREET RIGHT-OF-WAY AS SHOWN ON THE SURVEY PLAT BY PAUL E. DAVIS, PS 969 RECORDED AT BOOK 672 PAGE 23 IN THE RECORDS OF WASHINGTON COUNTY, ARKANSAS; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE SOUTH 3° 13' 55" WEST ALONG SAID EAST LINE A DISTANCE OF 49.94 FEET TO A SET 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "GARY DENZER AR 1266" ON THE SOUTH RIGHT-OF-WAY LINE OF SAID REYNOLDS STREET; THENCE LEAVING SAID EAST LINE NORTH 88° 06' 28" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF REYNOLDS STREET A DISTANCE OF 14.96 FEET TO A FOUND REBAR WITH PLASTIC CAP AT THE NORTHEAST CORNER OF LOT 5 IN BLOCK 14 OF SAID ADDITION; THENCE NORTH 88° 06' 28" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 150.04 FEET TO THE POINT OF BEGINNING, CONTAINING 8,281 SQUARE FEET OR 0.19 ACRES, MORE OR LESS.



PC Meeting of October 14, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Andrew Garner, Senior Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~October 10, 2013~~ October 17, 2013

VAC 13-4503: Vacation (516 & 518 S. EASTERN AVE./U OF A, 521): Submitted by MCGOODWIN, WILLIAMS & YATES for properties located at 516 AND 518 SOUTH EASTERN AVENUE. The properties are zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains a total of 5.66 acres. The request is to vacate a right-of-way and two alleys on the subject property.

Planner: Andrew Garner

Findings:

Property and Background: The subject property is undeveloped street and alley right-of-way and located northeast of Martin Luther King Boulevard and Eastern Avenue, just south of the University of Arkansas. The property is undeveloped and owned by the University of Arkansas. The adjacent property is all owned by the University of Arkansas. The University of Arkansas intends to build greenhouses and a parking lot on the adjacent property and desires to utilize the subject right-of-way for their development area. Surrounding land use and zoning is depicted in *Table 1*.

**Table 1
Surrounding Land Use and Zoning**

Direction from Site	Land Use	Zoning
North	University of Arkansas Parking Lot	RMF-24, Residential Single Family 24 Units per Acre
South	Undeveloped University of Arkansas property	RMF-24, Residential Single Family 24 Units per Acre
East	University of Arkansas buildings	RMF-24, Residential Single Family 24 Units per Acre
West	Single family residence; Taco Bueno restaurant	RMF-24, Residential Single Family 24 Units per Acre; R-O, Residential Office

Request: The applicant's request is to vacate the undeveloped street and alley right-of-way as indicated on the depicted exhibit.

Easement Vacation Approval: The applicant has submitted the required right-of-way vacation forms to the City Utilities Departments, franchise utilities, and adjacent property owner (the University of Arkansas) with no objections.

UTILITIES

RESPONSE

Ozarks Electric	No objections
Cox Communications	No objections
Southwestern Electric Power Company	No objections
Source Gas	No objections
AT&T	No objections

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer	No objections
Transportation	No objections
Solid Waste	No objections

ADJACENT PROPERTY OWNER:

RESPONSE

University of Arkansas	No objections
------------------------	---------------

Public Comment: No public comment has been received.

Recommendation: The undeveloped street and alley right-of-way has not been used and is not needed for public access. Staff recommends forwarding **VAC 13-4503** to the City Council with a recommendation for approval.

CITY COUNCIL ACTION: Required

PLANNING COMMISSION ACTION: Required

Planning Commission Action: ☒ Forwarded ☐ Denied ☐ Tabled

Date: October 14, 2013

Motion: Winston

Second: Chesser

Vote: 9-0-0

Notes: Forwarded on consent with a recommendation for approval.

August 2, 2013

Mr. Andrew Garver
Senior Planner
City of Fayetteville
City Administration Building
113 West Mountain
Fayetteville, Arkansas 72701

Re: Application for Street Right of Way and Alley Vacation
University of Arkansas
MWY Project No. UA-45V

Dear Mr. Garner:

Enclosed are application materials for vacation of the Street right of way and two alleys on the east side of South Eastern Avenue located between 516 S. Eastern Avenue and 518 S. Eastern Avenue. The University of Arkansas owns all the properties adjacent to the street right of way and the two alleys.

The reason for this vacation request by the University of Arkansas is to be able to build greenhouses and a parking lot. This street right of way and two alleys has not been used by the public for many years and the public interest and welfare would not be adversely affected by the abandonment of the street right of way and the two alleys.

Thank you for your consideration of this application. If you require additional materials, please let me know.

Sincerely,



Gary L. Denzer, P.S.

GLD:bp
Enclosures

145.04' (145')

[illegible]

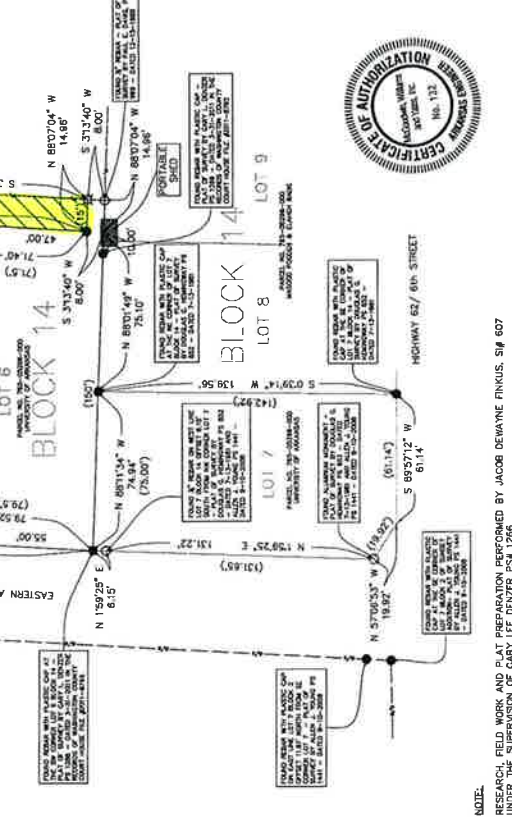
PLANS & NOTES - PLAN OF
SUPPORT BY ALLIANCE - TOWNS

[illegible]

TABLE 1

Percentage of respondents by age group and sex

Age Group	Male (%)	Female (%)
18-24	10.0	10.0
25-34	15.0	15.0
35-44	20.0	20.0
45-54	25.0	25.0
55-64	20.0	20.0
65+	10.0	10.0

[illegible]MWY CODE:
STATE SURV

PETITION

PETITION TO VACATE A STREET RIGHT-OF-WAY AND TWO ALLEYS LOCATED IN FAIR PARK ADDITION, CITY OF FAYETTEVILLE, ARKANSAS.

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the street right-of-way and two alleys hereinafter sought to be abandoned and vacated, lying in Fair Park Addition, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a street right-of-way and two alleys which is described as follows:

DESCRIPTION:

REYNOLDS STREET RIGHT-OF-WAY VACATION

A part of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 17, Township 17 North, Range 30 West being more particularly described as follows: Begin at the found rebar with plastic cap at the northwest corner of Lot 5 in Block 14 of the Fair Park Addition to the City of Fayetteville, Arkansas as shown on plat of said addition recorded in Book 5 Page 50 in the records of Washington County, Arkansas, and as shown on plat of survey by Gary Lee Denzer, PS 1266 recorded in the records of Washington County, Arkansas, file #2011-8765 thence North 3° 13' 40" East along the east right-of-way line of Eastern Avenue a distance of 50.16 feet to a found rebar with plastic cap at the southwest corner of Lot 6 in Block 10 of said addition; thence leaving said east right-of-way line South 88° 09' 25" East along the south line of said Lot 6 a distance of 145.05 feet to a found rebar with plastic cap at the southeast corner of said Lot 6; thence leaving said south line South 86° 46' 25" East along the north right-of-way line of Reynolds Street a distance of 14.95 feet to a set 5/8" rebar with yellow plastic cap stamped "Gary Denzer AR 1266"; thence along said north right-of-way line South 88° 09' 25" East a distance of 5.00 feet to a found ½" rebar on the east line of said Reynolds Street right-of-way as shown on the survey plat by Paul E. Davis, PS 969 recorded at Book 672 Page 23 in the records of Washington County, Arkansas; thence leaving said north right-of-way line South 3° 13' 55" West along said east line a distance of 49.94 feet to a set 5/8" rebar with yellow plastic cap stamped "Gary Denzer AR 1266" on the south right-of-way line of said Reynolds Street; thence leaving said east line North 88° 06' 28" West along said south right-of-way line of Reynolds Street a distance of 14.96 feet to a found rebar with plastic cap at the northeast corner of Lot 5 in Block 14 of said addition; thence North 88° 06' 28" West along said south right-of-way line and along the north line of said Lot 5 a distance of 150.04 feet to the point of beginning, containing 8,281 square feet or 0.19 acres, more or less.

DESCRIPTION:

ALLEY 1 VACATION

A part of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 17, Township 17 North, Range 30 West being more particularly described as follows: Begin at the found rebar with plastic cap at the northeast corner of Lot 5 in Block 14 of the Fair Park Addition to the City of Fayetteville, Arkansas as shown on plat of said addition recorded in Book 5 Page 50 in the records of Washington County, Arkansas and as shown on plat of survey by Gary Lee Denzer, PS 1266 recorded in the records of the Washington County, Arkansas, file #2011-8765, thence South 88° 06' 28" East along the south right-of-way line of Reynolds Street a distance of 14.96 feet to a set 5/8 inch rebar with yellow plastic cap stamped "Gary Denzer AR 1266" on the west line of a survey by Paul E. Davis, PS 969 recorded at Book 672 Page 23 in the records of Washington County, Arkansas; thence leaving said north right-of-way line South 3° 13' 35" West along said west line a distance of 142.92 feet to a set 5/8 inch rebar pin with yellow plastic cap stamped "Gary Lee Denzer AR 1266"; thence leaving said west line North 88° 07' 04" West along the south line of said alley to be vacated a distance of 14.96 feet to a found rebar with plastic cap on the east line of Lots 5 & 6 in Block 14 of said addition; thence leaving said south line North 3° 13' 40" East along said east line a distance of 142.92 feet to the point of beginning, containing 2,257 square feet or 0.05 acres, more or less.

DESCRIPTION:

ALLEY 2 VACATION

A part of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 17, Township 17 North, Range 30 West being more particularly described as follows: Begin at the found rebar with plastic cap at the southeast corner of Lot 6 in Block 10 of the Fair Park Addition to the City of Fayetteville, Arkansas as shown on plat of said addition recorded in Book 5 Page 50 in the records of Washington County, Arkansas, and as shown on plat of survey by Gary Lee Denzer, AR 1266 recorded in the records of Washington County, Arkansas, file #2011-8765; thence North 3° 13' 35" East along the east line of Lot 6 in Block 10 of said addition a distance of 60.09 feet to a found rebar pin with plastic cap; thence North 3° 13' 35" East along the east line of Lot 7 in Block 10 of said addition a distance of 60.02 feet to set 5/8 inch rebar with yellow plastic cap stamped "Gary Denzer AR 1266" at the northeast corner of said Lot 7; thence leaving said east line South 88° 09' 25" East along the north line of said alley to be vacated a distance of 14.96 feet to a set 5/8 inch rebar with yellow plastic cap stamped "Gary Denzer AR 1266" on the west line of a survey by Paul E. Davis, PS 969 recorded at Book 672 Page 23 in the records of Washington County, Arkansas; thence leaving said north line South 3° 13' 35" West along said west line a distance of 120.47 feet to a set 5/8 inch rebar with yellow plastic cap stamped Gary Denzer AR 1266" on the north right-of-way line of Reynolds Street; thence leaving said west line North 88° 46' 25" West along said north right-of-way line a distance of 14.95 feet to the point of beginning, containing 1,799 square feet or 0.04 acres, more or less.

That the abutting real estate affected by said abandonment of the street right-of-way and two alleys are Lots 3, 4, 5 and 6 in Block 10 and Lots 4, 5 and 6 in Block 14 of Fair Park Addition, City of Fayetteville and has not been used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described street right-of-way and two alleys.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this 5 day of August, 2013.

University of Arkansas
Printed Name

Signature

JAME EZEEL
Printed Name

Signature

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 08-08-2013

UTILITY COMPANY: A T & T

APPLICANT NAME: University of Arkansas APPLICANT PHONE: 479-575-2000
REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☒ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

**** Between 516 S. Eastern Avenue and 518 S. Eastern Avenue, Fayetteville, Arkansas**

(*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

NEED TO RELOCATE OR DAMAGE TO ANY EXISTING ATT/SWBT
FACILITIES WITHIN THE VACATED WILL BE CARED FOR @
THE OWNER AND OR DEVELOPERS EXPENSE

Susan K. Clouser

Signature of Utility Company Representative

OSP DESIGN ENGINEER

Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 8/1/2013

UTILITY COMPANY: Cox Communications

APPLICANT NAME: University of Arkansas APPLICANT PHONE: 479-575-2000
REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☒ Alley
☒ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

**** Between 516 S. Eastern Avenue and 518 S. Eastern Avenue, Fayetteville, Arkansas**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

No objections to the following vacation requesting providing the two poles along the east side
Eastern Avenue remain in Street Right-of way.

- ☐ No objections provided the following conditions are met:

Shadi Y. Y.
Signature of Utility Company Representative

Planner
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 7-26-13

UTILITY COMPANY: AEP/SWEPCO

APPLICANT NAME: University of Arkansas APPLICANT PHONE: 479-575-2000
REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☒ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

**** Between 516 S. Eastern Avenue and 518 S. Eastern Avenue, Fayetteville, Arkansas**

(*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:


Signature of Utility Company Representative

Dist. Engineer
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 8/20/2013

UTILITY COMPANY: Source Gas - Ar

APPLICANT NAME: University of Arkansas APPLICANT PHONE: 479-575-2000
REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☒ Alley
☒ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

**** Between 516 S. Eastern Avenue and 518 S. Eastern Avenue, Fayetteville, Arkansas**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:



Signature of Utility Company Representative

Division Manager

Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 8/1/13

UTILITY COMPANY: City of Fayetteville Transportation

APPLICANT NAME: University of Arkansas APPLICANT PHONE: 479-575-2000
REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☒ Alley
☒ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

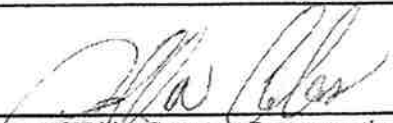
**** Between 516 S. Eastern Avenue and 518 S. Eastern Avenue, Fayetteville, Arkansas**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:


Signature of Utility Company Representative

ASSISTANT TRANSPORTATION MANAGER
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 7-24-2013

UTILITY COMPANY: Ozarks Electric

APPLICANT NAME: University of Arkansas APPLICANT PHONE: 479-575-2000
REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☒ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

**** Between 516 S. Eastern Avenue and 518 S. Eastern Avenue, Fayetteville, Arkansas**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Greg McGee

Signature of Utility Company Representative

Lead Staking Tech

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 07/23/2013

UTILITY COMPANY: City of Fayetteville Water and Sewer

APPLICANT NAME: University of Arkansas APPLICANT PHONE: 479-575-2000

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☒ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

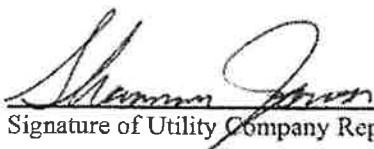
** Between 516 S. Eastern Avenue and 518 S. Eastern Avenue, Fayetteville, Arkansas

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:



Signature of Utility Company Representative

Utilities Engineer

Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 7-24-13

UTILITY COMPANY: City of Fayetteville Solid Waste

APPLICANT NAME: University of Arkansas APPLICANT PHONE: 479-575-2000
REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☒ Alley
☒ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

**** Between 516 S. Eastern Avenue and 518 S. Eastern Avenue, Fayetteville, Arkansas**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Brian Ruff
Signature of Utility Company Representative

Waste Reduction Coordinator
Title

VAC13-4503

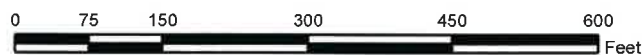
U OF A

Close Up View



Overview VAC13-4503

- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area



U OF A

0 0.25 0.5

RPZDRSF-4 RSF-4

Fayetteville

Miles

City Council Agenda Items
and
Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date
Agenda Items Only

Andrew Garner

Submitted By

Planning

Division

Development Services

Department

Action Required:

PPL 13-4437: PRELIMINARY PLAT (SKILLERN ROAD MASTER STREET PLAN AMENDMENT/OAK CREEK ESTATES, 257): Submitted by MILHOLLAND COMPANY for property located EAST OF THE INTERSECTION OF OAKLAND ZION ROAD AND SKILLERN ROAD. The property is in the PLANNING AREA and contains approximately 16.21 acres. The request is to amend the Master Street Plan to remove the extension of Skillern Road, a Principal Arterial, between Oakland Zion Road and Mission Boulevard.

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 #

Original Contract Date:

Original Contract Number:

City Attorney

Date

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

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: October 17, 2013

Subject: PPL 13-4437 (Skillern Road Master Street Plan Amendment/Oak Creek Estates)

RECOMMENDATION

The Planning Commission and staff recommend approval of a resolution to amend the Master Street Plan to remove the extension of Skillern Road between Oakland Zion Road and Mission Boulevard.

BACKGROUND

The property contains approximately 16.21 acres located north and east of the intersection of Oakland Zion Road and Skillern Road, outside the City limits. Both of these roads are Principal Arterials on the Master Street Plan. Skillern Road is identified on the Master Street Plan to continue east along the southern property line of the subject property, providing eventual connection to Mission Boulevard approximately 0.5 mile to the southeast. The eastern portion of the site borders Mud Creek. The applicant proposes a preliminary plat with 9 residential lots and individual septic systems. The new internal street follows the City's Master Street Plan designation for a Low Impact Development street with stormwater draining north across the street and instead of a typical pipe and pond stormwater system, the water is allowed to sheet flow from the street and across the large residential lots where it is filtered and absorbed.

MASTER STREET PLAN AMENDMENT

The applicant does not propose to construct Skillern Road as a Principal Arterial or dedicate right-of-way for such construction along the southern property line as indicated on the Master Street Plan. Rather, they propose the City Council amend the Master Street Plan to remove the extension of Skillern Road as a Principal Arterial between Oakland Zion road and Mission Boulevard.

STAFF DISCUSSION

Staff recommends in favor of the applicant's request finding that while east-west connectivity is needed in this region of the Planning Area, it is not necessary for Skillern Road be classified as an arterial. Local street connectivity between Mission Boulevard and Oakland Zion Road as proposed by the applicant will be adequate for traffic flow and safety. This recommendation is based on the context of the existing subdivided and largely developed rural residential parcels in this immediate vicinity, the anticipated low density, and the close proximity of two other arterials, Oakland Zion Road and Mission Boulevard.

DISCUSSION

On October 14, 2013, the Planning Commission approved the preliminary plat for Oak Creek Estates (PPL 13-4437) and forwarded this Master Street Plan amendment to the City Council with a recommendation for approval with a vote of 9-0-0.

BUDGET IMPACT

None.

RESOLUTION NO. _____

A RESOLUTION FOR PPL 13-4437 AMENDING THE MASTER STREET PLAN REMOVING THE EXTENSION OF SKILLERN ROAD, A PRINCIPAL ARTERIAL, BETWEEN OAKLAND ZION ROAD AND MISSION BOULEVARD, AS DESCRIBED AND DEPICTED IN THE ATTACHED MAP.

WHEREAS, the Oak Creek Estates subdivision is extending a new local street into and through its site to provide eventual street connectivity between Oakland Zion Road and Mission Boulevard as presented and approved in PPL 13-4437 by the Planning Commission; and

WHEREAS, the City Council finds that the extension of a new local street between Oakland Zion Road and Mission Boulevard as indicated in the attached maps maintains the intent of the Master Street Plan for connectivity, while providing a street cross section that is more compatible with the rural residential context than a Principal Arterial; and

WHEREAS, the close proximity of two Principal Arterial streets, Oakland Zion Road and Mission Boulevard and the addition of a new local street as proposed are adequate for connectivity, traffic flow, and safety given the existing and anticipated low density of this area of unincorporated Washington County.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends the Master Street Plan as indicated in Exhibit "A," attached hereto and made a part hereof.

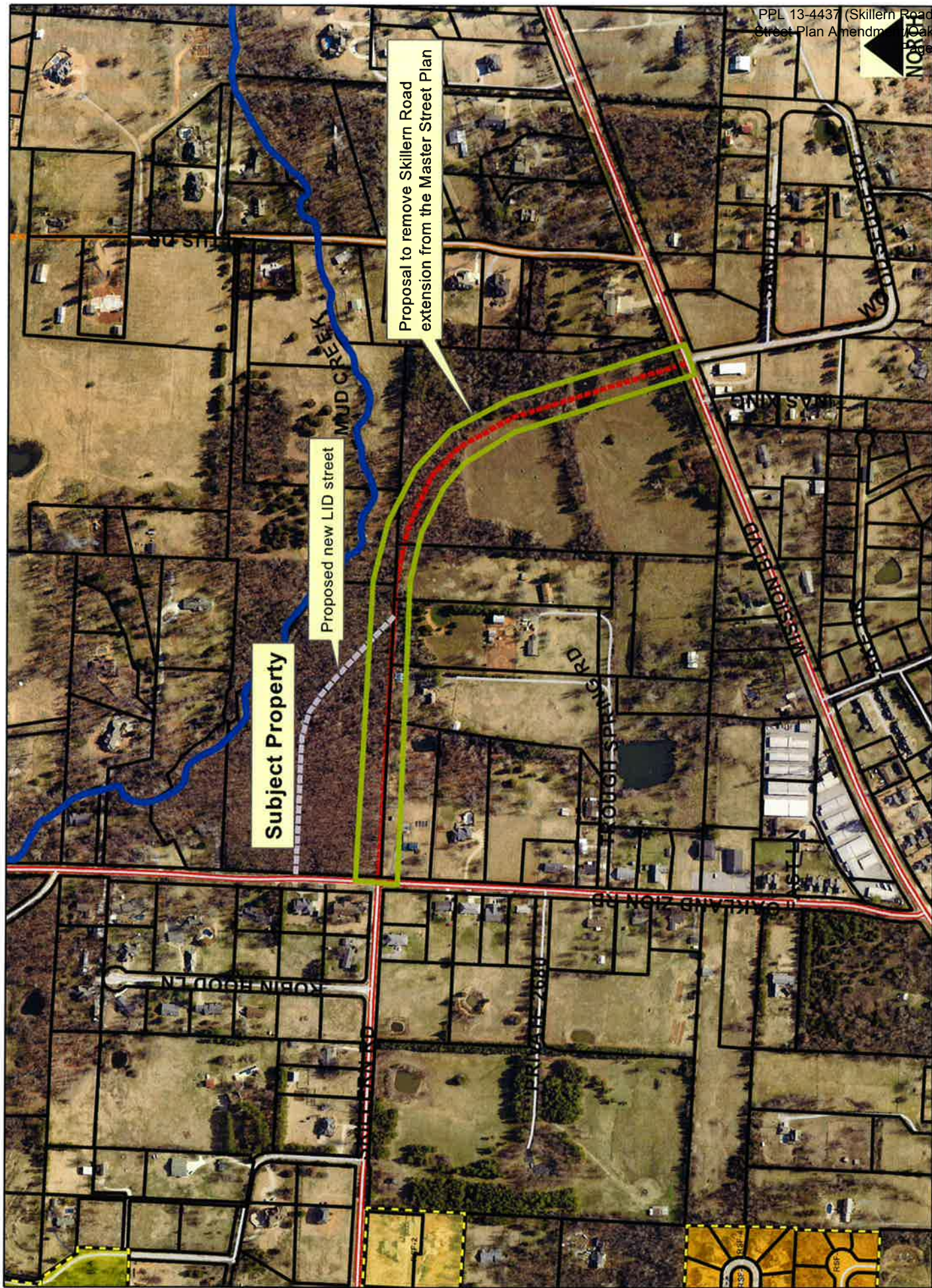
PASSED and APPROVED this day of , 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



PPL 13-4437 (Skillern Road Master Street Plan Amendment)
1 inch = 500 feet
0 130 260 520 780 1,040 Feet

Exhibit "A"
Skillern Road Master Street Plan Amendment (PPL 13-4437)



PC Meeting of October 14, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS
PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Fayetteville Planning Commission
FROM: Andrew Garner, Senior Planner
Glenn Newman, Staff Engineer
THRU: Jeremy Pate, Development Services Director
DATE: ~~October 10, 2013~~ *Updated October 15, 2013*

PPL 13-4437: Preliminary Plat (CORNER OF N. OAKLAND AND ZION RD./OAK CREEK ESTATES, 257): Submitted by MILHOLLAND COMPANY for property located at the CORNER OF NORTH OAKLAND AND ZION ROAD. The property is in the PLANNING AREA and contains approximately 16.21 acres. The request is for a residential subdivision with 9 single family lots.

Planner: Andrew Garner

Findings:

Background: The property contains approximately 16.21 acres located north and east of the intersection of Oakland Zion Road and Skillern Road, outside the City limits. Both of these roads are Principal Arterials on the Master Street Plan. Skillern Road is identified on the Master Street Plan to continue east along the southern property line of the subject property, providing eventual connection to Mission Boulevard approximately 0.5 mile to the southeast. The eastern portion of the site borders Mud Creek. The surrounding zoning and land uses are depicted in *Table 1*.

Table 1
Surrounding Zoning and Land Use

Direction from Site	Land Use	Zoning
North, South, East, West	Single family/Rural residential	Unincorporated Washington County Residential 1 unit per acre

City of Fayetteville Development Regulations: The property is outside, but within, one mile of the City of Fayetteville, within the Fayetteville Planning Area. In accordance with Section 166.05(A)(1) of the Fayetteville Unified Development Code, this subdivision is therefore subject to all on and off-site improvements and subdivision regulations for development within the city limits, with the exception of tree preservation and park land dedication requirements, which are not required. This includes requirements for block length and street connectivity.

Washington County. The property is in unincorporated Washington County and is zoned Agricultural/Single-family residential one dwelling unit per acre. The streets and roads are maintained by Washington County and therefore the proposed street is also under the review and jurisdiction of Washington County.

Proposal: The applicant proposes a preliminary plat with 9 residential lots and individual septic systems. The new internal street follows the City's Master Street Plan designation for a Low Impact Development street with stormwater draining north across the street and instead of a typical pipe and pond stormwater system, the water is allowed to sheet flow from the street and across the large residential lots where it is filtered and absorbed.

Block Length: The City's development code has a maximum block length of 800 feet for Local Streets (see UDC Section 166.08(E)). The applicant is requesting a variance to exceed of the maximum block length for the new internal street with a proposed length of approximately 1,200 feet without a stub-out to the north or south. The street is proposed with a temporary cul-de-sac and right-of-way to stub-out to the southeast allowing future street connectivity. *Staff recommends in favor of this variance finding that the existing surrounding development pattern to the north and south with existing platted and developed parcels, combined with the Mud Creek to the north make street connections to the adjacent property to the north and south unlikely and unreasonable. The proposed stub-out to the southeast provides the necessary street connection in this low density rural residential area.*

Skillern Road Master Street Plan Amendment: The applicant does not propose to construct Skillern Road as a Principal Arterial or dedicate right-of-way for such construction along the southern property line as indicated on the Master Street Plan. Rather, they propose an amendment to the Master Street Plan to remove the extension of Skillern Road as a Principal Arterial between Oakland Zion Road and Mission Boulevard. *Staff recommends in favor of the applicant's requesting finding that while east-west connectivity is needed in this region of the Planning Area, it is not necessary for Skillern Road be classified as an arterial. Local street connectivity between Mission Boulevard and Oakland Zion Road will be adequate for traffic flow and safety. This recommendation is based on the context of the existing subdivided and largely developed rural residential parcels in this immediate vicinity, the anticipated low density, and the close proximity of two other arterials, Oakland Zion Road and Mission Boulevard.*

Street improvements: Staff recommends the following street improvements:

- Payment of an assessment in the amount of \$36,547.00 for the removal of the temporary cul-de-sac and construction of a street stub-out to the property line for future street connectivity to the southeast. At the time future development to the southeast connects to the subject property, this assessment will be provided to the future developer to aid in completion of the street connection.
- Oakland Zion Road shall be improved along the project's street frontage with 14 feet from centerline, curb, gutter, storm drainage, and 5-foot sidewalk at the Master Street Plan right-of-way line and street lights at intersections and spaced every 300 feet.
- Sidewalks along Oakland Zion Road shall be constructed prior to final plat.
- The internal street shall be constructed in accordance with the Master Street Plan and City standards for Low Impact Development street cross section including pavement, curb, gutter, storm drainage, sidewalk on one side, and streetlights in accord with code. A future street extension sign shall be installed at the street stub-out location to indicate a future through street.

Water and Sewer System: Water lines shall be extended through the development as required by the

City Engineering Division. Septic permits are required for each lot and a letter of subdivision approval is required by the State Health Department and appropriate signatures applied to the final plat indicating approval.

Right-of-way to be dedicated: Oakland Zion Road is a Principal Arterial and requires a minimum of 43.5 feet right-of-way dedication from centerline along the project frontage. The new internal street is being proposed as a Low Impact Development street which requires 60 feet of right-of-way dedication to meet both the City and County requirements.

Public Comment: Staff has received some inquiries from interested neighbors in the vicinity mainly concerned with traffic and the fact that Oakland Zion Road is not a fully improved street.

Recommendation: Staff recommends approval of PPL 13-4437 with the following conditions:

Conditions of Approval:

1. Planning Commission recommendation to the City Council of an amendment to the Master Street Plan to remove the designation of Skillern Road as a Principal Arterial between Oakland Zion Road and Mission Boulevard. *Staff recommends in favor of the applicant's requesting finding that while east-west connectivity is needed in this region of the Planning Area, it is not necessary for Skillern Road be classified as an arterial. Local street connectivity between Mission Boulevard and Oakland Zion Road will be adequate for traffic flow and safety. This recommendation is based on the context of the existing subdivided and largely developed rural residential parcels in this immediate vicinity, the anticipated low density, and the close proximity of two other arterials, Oakland Zion Road and Mission Boulevard.*

PLANNING COMMISSION RECOMMENDED IN FAVOR OF THE MASTER STREET PLAN AMENDMENT (10-15-13).

2. Planning Commission determination of a variance of Fayetteville Unified Development Code Section 166.08(e) to allow a block length of approximately 1,200 feet for the proposed new street when the maximum is 800 feet. *Staff recommends in favor of this variance finding that the existing surrounding development pattern to the north and south with relatively small developed parcels, combined with Mud Creek to the north make street connections to the adjacent property to the north and south unlikely and unreasonable. The proposed stub-out to the southeast provides the necessary street connection to a larger undeveloped property in this low density rural residential area.*

PLANNING COMMISSION DETERMINED IN FAVOR OF THIS VARIANCE (10-15-13).

3. Planning Commission determination of street improvements. Staff recommends the following:
 - Payment of an assessment in the amount of \$36,547.00 for the removal of the temporary cul-de-sac and construction of a street stub-out to the property line for future street connectivity to the southeast. At the time future development to the southeast connects to the subject property, this assessment will be provided to the future developer to aid in completion of the street connection.
 - Oakland Zion Road shall be improved along the project's street frontage with 14 feet

from centerline, curb, gutter, storm drainage, and 5-foot sidewalk at the Master Street Plan right-of-way line and street lights at intersections and spaced every 300 feet.

- Sidewalks along Oakland Zion Road shall be constructed prior to final plat.
- Internal street to be constructed in accordance with the Master Street Plan and City standards for Low Impact Development street cross section including pavement, curb, gutter, storm drainage, sidewalk on one side, and streetlights in accord with code. A future street extension sign shall be installed at the street stub-out location to indicate a future through street.

PLANNING COMMISSION DETERMINED IN FAVOR OF THIS CONDITION (10-15-13).

4. Right-of-way dedication in the amount of 43.5 feet from centerline along the site's Oakland Zion Road street frontage and 60 feet total right-of-way (Washington County requirement) for the new internal street shall be provided as indicated on the plans.
5. Direct driveway access to Oakland Zion Road shall not be permitted.
6. Prior to final plat approval a sign shall be posted at the street stub-out indicating future extension of the street.
7. Conditions of approval from Engineering are included in the official conditions of approval.
8. Septic permits and/or a letter of subdivision approval from the Arkansas Department of Environmental Health is required prior to final plat. Other approvals from the health department may be required prior to issuance of construction permits.
9. The applicant shall revise the plans as needed to address comments from Washington County.

Standard Conditions of Approval:

10. All street names and addresses shall be approved by the 911 coordinator.
11. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
12. Preliminary plat approval is valid for one year. All permits to complete construction of this preliminary plat are required to be obtained within one year, subject to extensions in accordance with the Unified Development Code.
13. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
14. All overhead electric lines under 12Kv shall be relocated underground. All proposed utilities shall be located underground.

15. Street lights shall be installed adjacent to all public and private streets (not alleys), with a separation of no greater than 300 feet. Street lights shall be installed or proof of payment for installation to the power company provided prior to final plat.
16. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.

Subdivision Committee Action: ☐ Approved ☐ Denied ☐ Tabled
Motion: Pennington
Second: Noble
Vote: 3-0-0
Meeting Date: October 3, 2013

Planning Commission Action: ☒ Approved ☐ Denied ☐ Tabled
Motion: Chesser
Second: Winston
Vote: 9-0-0
Meeting Date: October 14, 2013

Note: At the meeting a letter from the Arkansas Department of Health was presented indicating that this subdivision may likely lose a couple of lots and/or reconfigure some of the lot lines to meet Arkansas Department of Health requirements. The reconfiguration of the lots to address this issue will not affect the conditions of approval and the Planning Commission approved the preliminary plat with this understanding. Also see condition of approval No. 8.

Fayetteville Unified Development Code

166.05 Required Infrastructure Improvements and Subdivision Regulations - Development In Planning Area

(A) Required Infrastructure Improvements and Subdivision Regulations Outside the City.

- (1) *Within One Mile of City Limits.* On and off-site improvements and subdivision regulations for development outside the City limits and within one mile of the City are the same as for those developments within the City limits, with the exception of park land dedication requirement which is not required.
- (2) *Beyond One Mile of City Limits.* On and off- site improvements and subdivision regulations for development outside one mile of the City limits shall meet Washington County standards.
- (3) All lots in the Planning Area shall have direct frontage to a public street, with the minimum frontage required by Washington County pursuant to residential Lot and Block Standards.

(B) Developments Outside City Developed to all Inside the City Standards. If the City Council grants access to the City's sewer system pursuant to §51.115. (C) and the owner/developer agrees to petition for annexation as soon as legally possible and develop the subdivision in accordance with all city development requirements including payment of all impact fees, the bulk and area requirements for this subdivision shall conform to those within the RSF-4 Zoning District or as otherwise designated by the City Council rather than those within the planning area.

(Code 1965, App. A., Art. 8(11), App. C., Art. IV; Ord. No. 1747, 6-29-70; 1750, 7-6-70; Ord. No. 1999, 5-7-74; Code 1991, §§ 159.54, 160.120; Ord. No. 3925, § 6, 10-3-95; Ord. No. 4100, § 2 (Ex. A), 6-16-98; Ord. 4753, 9-6-05; Ord. 5215, 1-20-09; Ord. 5270, 9-1-09; Ord. 5296, 12-15-09; Ord. 5546, 12-04-12)

166.08 Street Design And Access Management Standards

(D) Street design principles.

- (1) Extensions. All street extensions shall be constructed to Minimum Street Standards. Street extension stub-outs to adjacent properties are required to meet block layout/connectivity standards unless existing development or physical barriers prohibit such.
- (2) Substandard widths. Developments that adjoin existing streets shall dedicate additional right-of-way to meet the Master Street Plan.
- (3) Street names. Names of streets shall be consistent with natural alignment and extensions of existing streets, and new street names shall not duplicate or be similar to existing street names. Developers shall coordinate the naming of new streets through the GIS Office during the plat review process.

- (4) Tangents. A straight tangent at least 100 feet long shall separate reverse curves for Collector and Arterial streets.
- (5) Pedestrian. Pedestrian-vehicular conflict points should be controlled through signalized intersections and proven traffic calming design principles.
- (6) Street standards. All street requirements shall be met as set forth in the City of Fayetteville Master Street Plan and adopted Minimum Street Standards.

(E) Block Layout / Connectivity.

- (1) Block Length. Block lengths and street intersections are directly tied to the functional hierarchy of the street pattern that exists or is proposed.
 - (a) Principal and Minor Arterial Streets. Signalized intersections should be located at a minimum of one every 2,640 feet (half a mile) along principal and minor arterials and should be based on traffic warrants.
 - (b) Collectors. Intersections should be located at a minimum of one every 1,320 feet (quarter of a mile) along collector streets.
 - (c) Locals. Intersections shall occur at a minimum of one every 800 feet.
 - (d) Residential. Intersections shall occur at a minimum of one every 600 feet.
 - (e) Variances. Block length standards may be varied by the Planning Commission when terrain, topographical features, existing barriers or streets, size or shape of the lot, or other unusual conditions justify a departure.
 - (2) Topography. Local streets should be designed to relate to the existing topography and minimize the disturbance zone.
 - (3) Dead-end streets. Dead end streets are discouraged and should only be used in situations where they are needed for design and development efficiency, reduction of necessary street paving, or where proximity to floodplains, creeks, difficult topography or existing barriers warrant their use. All dead end streets shall end in a cul-de-sac with a radius of 50 feet, or an alternative design approved by the City and the Fire Department. The maximum length of a dead end street (without a street stub-out) shall be 500 feet.
-



www.accessfayetteville.org

To: Andrew Garner, Associate Planner

September 30, 2013

From: Glenn Newman, P.E.
Staff Engineer

Re: Plat Review Comments (October 3, 2013 Subdivision Committee)

Development: PPL 13-4437 Oak Creek Estates Subdivision

Engineer: Milholland Company

Standard Comments:

1. All designs are subject to the City's latest design criteria (water, sewer, streets and drainage). Review for plat approval is not approval of public improvements, and all proposed improvements are subject to further review at the time construction plans are submitted.
2. Water and sewer impact fees will apply for the additional impact to the system. The fees will be based on the proposed meter size and will be charged at the time of meter set.
3. The engineer of record shall provide "Full Time" inspection for utilities and "Part Time" inspection for the storm drainage and roadway construction for this project. The engineer of record shall also review and approve material submittals (approved submittals shall be submitted to the City for concurrence before material is ordered)— weekly inspection reports should be submitted to the City of Fayetteville's public works inspector.
4. 2012 Standard Water & Sanitary Sewer Specifications & Details apply. (Document available at www.accessfayetteville.org/government/engineering)
5. Prior to request for approval of construction drawings for the preliminary plat, provide a master residential lot grading plan (MRLGP) for review and approval to ensure positive drainage of each lot at time of development. Utility and drainage easements shall be graded to MRLGP prior to final plat.
 - o Add note to final plat: The site development will follow the approved master residential lot grading plan
6. Performance bonds in the amount of 100% of the total cost to install the approved erosion and sediment control plan (Hydromulch with seed all proposed disturbed areas, including area of improvements) to ensure the continuation of the proper maintenance of the plan must be provided. The bond shall remain in place until permanent stabilization has been achieved for the development site, including all on and off-site franchise utilities. (Projects greater than 5 acres.).

Standard Construction Comments:

1. Demolition shall not begin until the appropriate erosion control measures and required tree preservation fencing are installed.
2. Prior to obtaining a Certificate of Occupancy, or Temporary Certificate of Occupancy, the following items must be performed or provided to the satisfaction of the Engineering Department:
 - o The work shown on the civil site package must be complete and the items on the final punch list completed.

- Vegetation must be established in accordance with Section 169.06 of the UDC and perimeter controls removed.
- One (1) set of as-built drawings of the complete project (excluding details) as a hard copy and in Tiff or PDF format;
 - Public infrastructure and services shall be surveyed after installation in relation to easements, property lines, and rights-of-way.
 - Professional surveyor shall provide stamp drawings specifically identifying the limits of as-built survey performed.
 - More than 2 ft deviation of design alignment shall require new easement dedication or adjustment of the utility/storm drain.
- Unit price construction costs and a single 2 year maintenance bonds in the amount of 25% of the public improvements have been provided to the city;
- Certification that the streets, sidewalk, storm sewer, water, fire line, and sewer lines, etc., were installed per approved plans and City of Fayetteville requirements;
- Certification that the designed retaining walls were installed per approved plans and City of Fayetteville requirements;
- Cross Sections, Volume Calculations, and Certification Retention/Detention Ponds are in accordance with the approved Drainage Report.
- Surveyor's Certification of Compliance for monuments and property pins.
- The As- Built Final Drainage Report in PDF format.

9.16.2013
Washington County Comments
Oak Creek Estates Preliminary Plat

Planning Comments:

- ~~• Presuming proposed street will be public is this correct?~~
- Are proposed improvements to Oakland Zion to run the entire length of the property and be on your side only? It looks that way, but I wanted to make sure. *Please label with a note calling out road improvements.*
- We require that a BFE be determined for this section of MudCreek and corresponding FFEs (above 100 year BFE) be established for each lot.
- Please submit the drainage study to this office for review. Possible concerns regarding detention pond straddling street.
- ~~• Your BSB and UE is confusingly labeled on lot 4.~~
- County will not maintain sidewalks or streetlights.
- Please submit septic soil work for each lot.

Road Department Comments:

- No island allowed in the cul-de-sac portion of the street. Remove.
- ~~• The way the proposed street is shown does not meet any of the County Road Standards. The County will not approve this plat as shown. Please contact the County Planning office (444-1724) or Road Department (444-1610) to schedule an appointment ASAP.~~
- Please label your proposed ROWs on Oakland Zion more clearly. Confusing. *It is currently labeled with "MSP". Please label it with "ROW" instead of (or in addition to) "MSP".*
- Need more detailed street sections for both the proposed street and Oakland Zion improvements as per our code (should include compaction, etc).
- Please cite where you are getting the ROW information you are stating for *your side (except your property)* of Oakland Zion.
- ~~• All trees must be removed from the proposed County ROW~~
- Need more information about detention pond and box culverts proposed. There are concerns at this point about this proposed configuration. *Need more information on the proposed box culverts. The County Road Department will not accept the current box configuration as shown. Contact the County Road Department for additional information at 444-1610.*
- ~~• ROW for future cul-de-sac should be shown and dedicated now. please revise plat to show this.~~
- Please explain the RCP sizing on Oakland Zion? *Please provide information showing how you arrived at the shown size?*
- Need to see drainage study encompassing subdivision and proposed Oakland Zion Improvements.
- Entrance median- need more detailed drawing. Please show on plat. *County regulations stipulate that when there is a curb, that lane must be a minimum of 14 feet in width. The lane is currently drawn as 12 feet.*
- Must meet minimum County Road minimum Street standards. Please review street standards and contact Shawn Shrum with any questions, 444-1610 or sshrum@co.washington.ar.us
- *Logan Lane street section detail – please explain the greenspace callout showing what appears to be an extension of the road bed into it.*

- *On the side of Logan Ln. with curb, it must be 14 feet in width from the centerline to the back of curb, per County regs. The opposite, non-curbed side does not have to meet this width and is fine at 10 feet in width.*
- *Oakland Zion sidewalk and curve – taper/veer them to the south and north where they terminate.*
- *Oakland Zion – label the existing ROW more clearly in all instances.*

Fire Marshal Comments:

- ~~Driving lanes must be a minimum of 10' in width each. They are currently shown be 9' in width. Please rectify.~~
- *Please show detail of proposed entrance median. Please make the median's curbing mountable curb. Will the entire median be paved, or will there be greenspace with plantings?*
- *If there will be a sign at the entrance, it must be on the back half of the median.*
- ~~Please state turn radii on intersection of proposed street and Oakland Zion Road.~~
Intersection radii are sufficient
- ~~Please show detail of cul-de-sac island. Please make curbing on island mountable curbing. Will the entire island be paved, or will there be greenspace with plantings?~~
- ~~Please state the turn radius for the cul-de-sac.~~ *The Road Department's regulations do not allow islands in cul-de-sacs.*
- *Submit the GPM fireflow numbers for the subdivision. Please state existing and proposed (engineered) numbers.*
- *Proposed number of fire hydrants is sufficient.*
- *Entrance – please switch the entrance and exit widths (make the southern entrance the wider lane and the northern exit the narrower lane).*
- ~~Please state the radius on the cul-de-sac.~~



Miltholland Company
Engineering & Surveying
Melvin L. Miltholland, PE, PLS

REGISTRATIONS:
ARKANSAS: PE, PLS

City of Fayetteville
Fayetteville Planning Commission
125 W Mountain St.
Fayetteville, AR 72701

MCO Job No. E-575

PROJECT: Oak Creek Estates
Fayetteville Growth Area
Washington County, Arkansas

SUBJECT: PRELIMINARY PLAT

Submitted herein is a Preliminary Plat of a 16.20 acre tract proposed for a residential subdivision with nine (9) lots approximately 1.50 acres in size. The proposed residential Development is within the one (1) mile Growth Area of the City of Fayetteville, and is located east of Oakland-Zion Road and west of Mud Creek.

The raw land has been undeveloped for many years, and is covered with hardwood timber. The lands slopes generally to the northeast with land scape suited for large residential lots.

The intent is to provide a residential neighborhood with amenities similar to its adjoining communities.

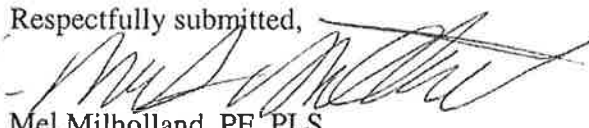
The proposed Preliminary Plat submitted with the several requested "Waivers", was developed after meetings with the City's Planning and Engineering Staff. The Street section, detention pond and the Master Street Plan Waiver was discussed with said city staff members prior to Plat submittal.

It is the land developer's desire and intent to protect and maintain the integrity of the upper water shed of Mud Creek with the proposed layout of said large lots. The larger than required building setbacks are intended to assist in protecting the landscape from erosion by minimizing the clearing of said timber on the lots. Cross slopes of the street section is intended to create a "sheet flow" effect to reduce the concentration of storm water runoff and erosion.

The justification and reason behind the plat submitted is to develop a nice neighborhood most families would enjoy living in.

The Planning Commission's favorable review and approval is very much appreciated!

Respectfully submitted,


Mel Miltholland, PE, PLS
Project Engineer

Miltholland Company

Engineering & Surveying

Melvin L. Miltholland, PE, PLS

REGISTRATIONS:
ARKANSAS: PE, PLS

October 7, 2013

City of Fayetteville
Attn: Andrew Garner, City Planner
125 W Mountain St.
Fayetteville, AR 72701

PROJECT: Oak Creek Estates
Fayetteville Growth Area
Washington County, Arkansas

MATTER: Length of Block "WAIVER"

Dear Andrew,

Please be advised that said project has a waiver being requested as depicted on the Preliminary Plat, as follows:

1. Logan Lane is proposed with a Temporary Cul-de-sac and a right-of-way stub-out to the southeast on the southern boundary of the property, allowing for connectivity to Arkansas Highway 45. The proposed length of Logan Lane from the centerline of Oakland Zion Road is 1200 feet, which exceeds the maximum block length by code of 800 feet. This low density development with its detention pond, makes connectivity unreasonable to the north and south.

Respectfully submitted,



Mel Miltholland, PE
Project Engineer

Milholland Company
Engineering & Surveying
Melvin L. Milholland, PE, PLS

REGISTRATIONS:
ARKANSAS: PE, PLS

September 23, 2013

City of Fayetteville
Attn: Andrew Garner, City Associate Planner
125 W Mountain St.
Fayetteville, AR 72701

PROJECT: Oak Creek Estates
Fayetteville Growth Area
Washington County, Arkansas

MATTER: MASTER STREET PLAN AMENDMENT

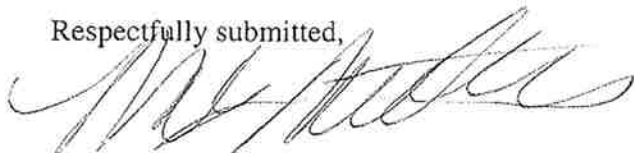
Dear Andrew Garner,

Please be advised that said project developer has one waiver request to the City Council as depicted on the Preliminary Plat, as follows:

MASTER STREET PLAN AMENDMENT:

Master Street Plan depicts 43.5' Principal Arterial R/W off and along the southern boundary of proposed project for future connection to AR 45 Highway. The City Council is requested to Amend said Master Street Plan to relocate said Principal Arterial Street's route to the southeast along the proposed route of "Logan Lane" per Preliminary Plat of Oak Creek Estates. The recommendation is to extend Logan Lane R/W to the Southeast Boundary near the same location said Master Street Plan depicts a future southerly connection to Arkansas 45 Hwy.

Respectfully submitted,



Mel Milholland, PE
Project Engineer

ESTIMATED CONSTRUCTION COSTS
CUL-DE-SAC REMOVAL AND REPLACEMENT

SEPTEMBER 2013

for

FUTURE STREET EXTENSION: "LOW IMPACT SECTION : LOGAN LANE

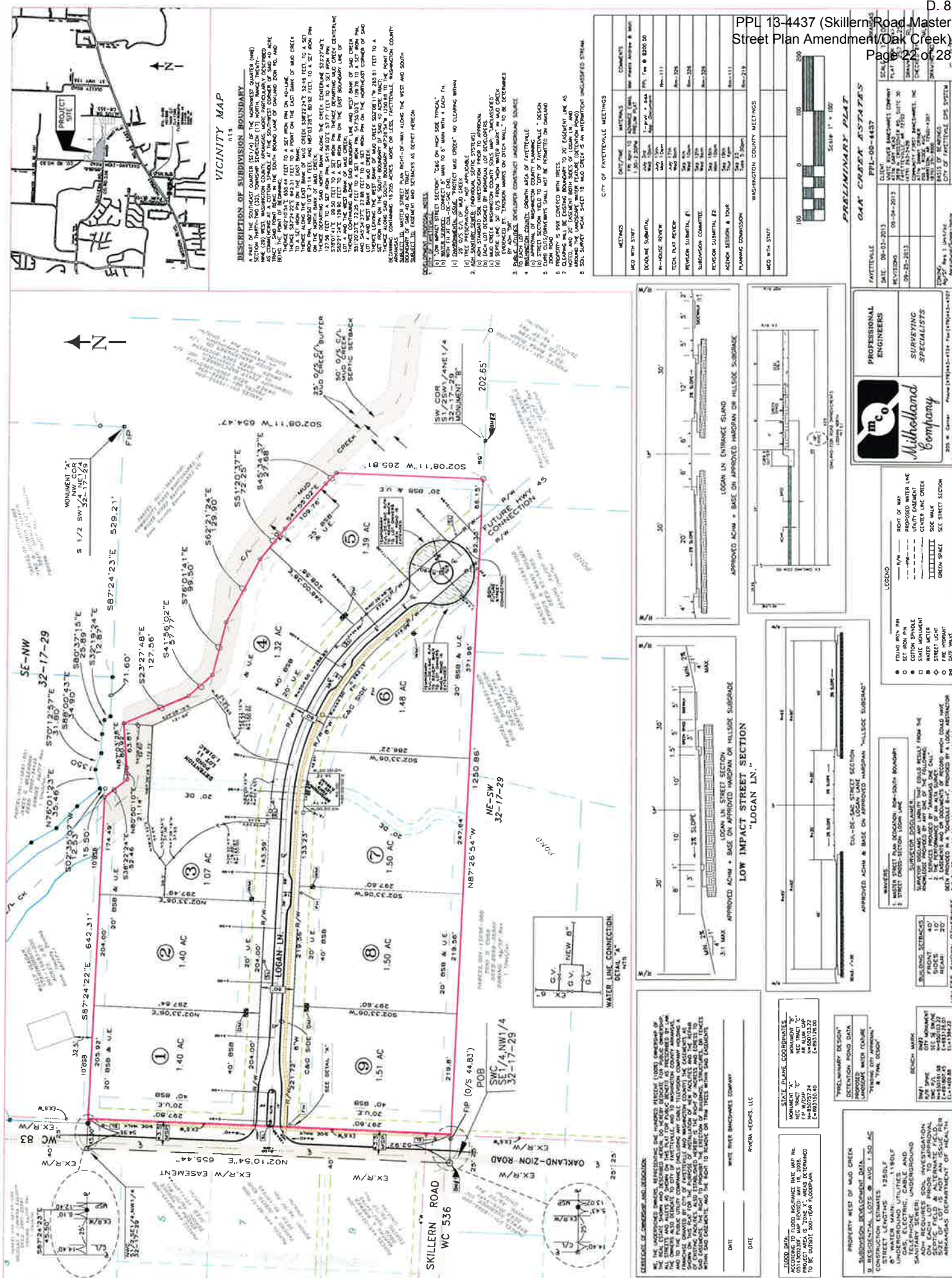
SUBMITTED @ P.C. REVIEW

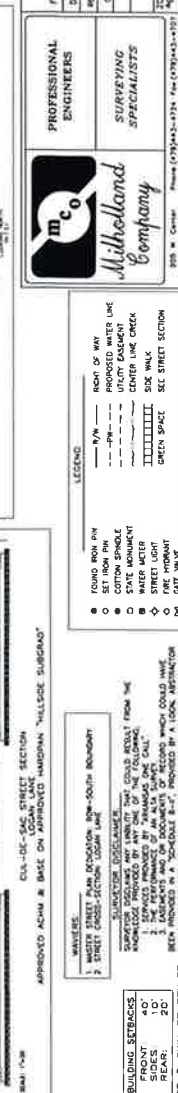
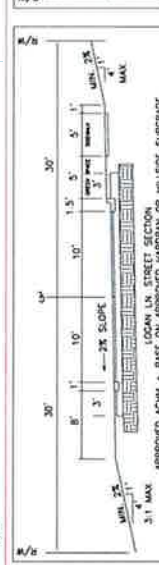
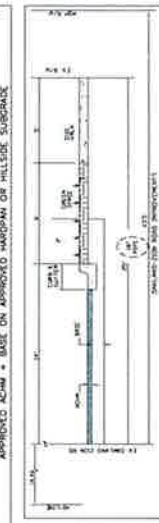
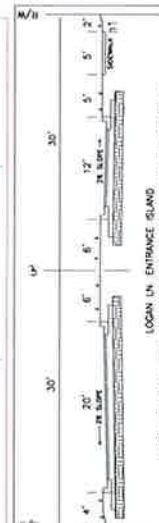
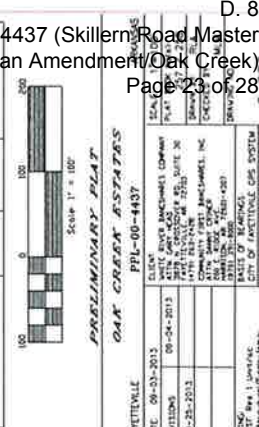
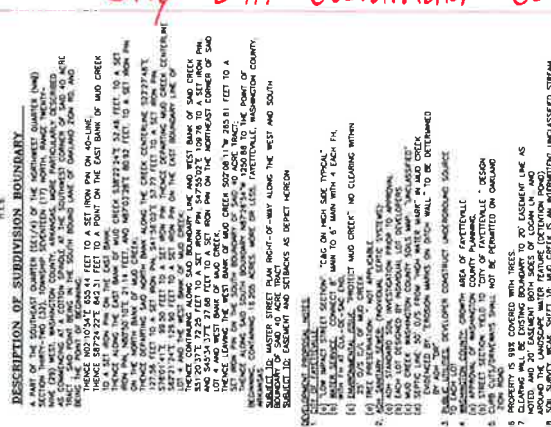
E-875

ITEM:	UNIT:	UNIT COST:	NUMBER UNITS:	EXTENDED COST\$:	COMMENTS: SOURCE: Fochtman Enterprise
<i>CUL-DE-SAC REMOVE & DISPOSAL COSTS:</i>					
Curb & Gutter	LF	\$5.00	537	2685	
Street Surface	SY	\$8.00	1138	9104	
				11,789	REMOVAL ESTIMATE
<i>STREET REPLACEMENT COSTS:</i>					
Silt Fence	LF	\$3.00	200	600	
8" Base Course	SY	\$7.70	470	3619	
Additional Grading	SY	\$2.00	1138	2276	
3" ACHM	SY	\$13.00	369	4797	
Curb & Gutter	LF	\$9.00	175	1575	
Earth Work	TY	\$6.00	500	3000	
Hillside Chert	TY	\$8.00	500	4000	
Topsoil	TY	\$12.00	140	1680	
Side walk	LF	\$19.00	169	3211	
SUB-TOTAL				24758	REPLACEMENT ESTIMATE
TOTAL				36547	

9/24/13
Date


Signature





The street name Logan is in use elsewhere in Washington County and a different road name should be utilized for 911 purposes.

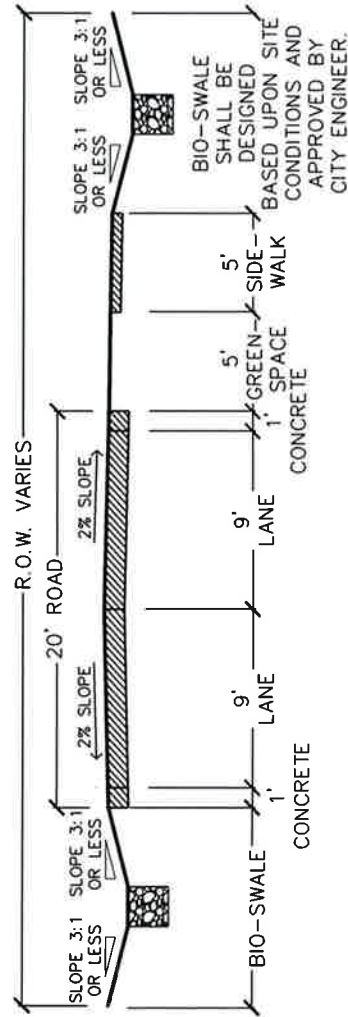
Ryan Dickerson
E911 Coordinator

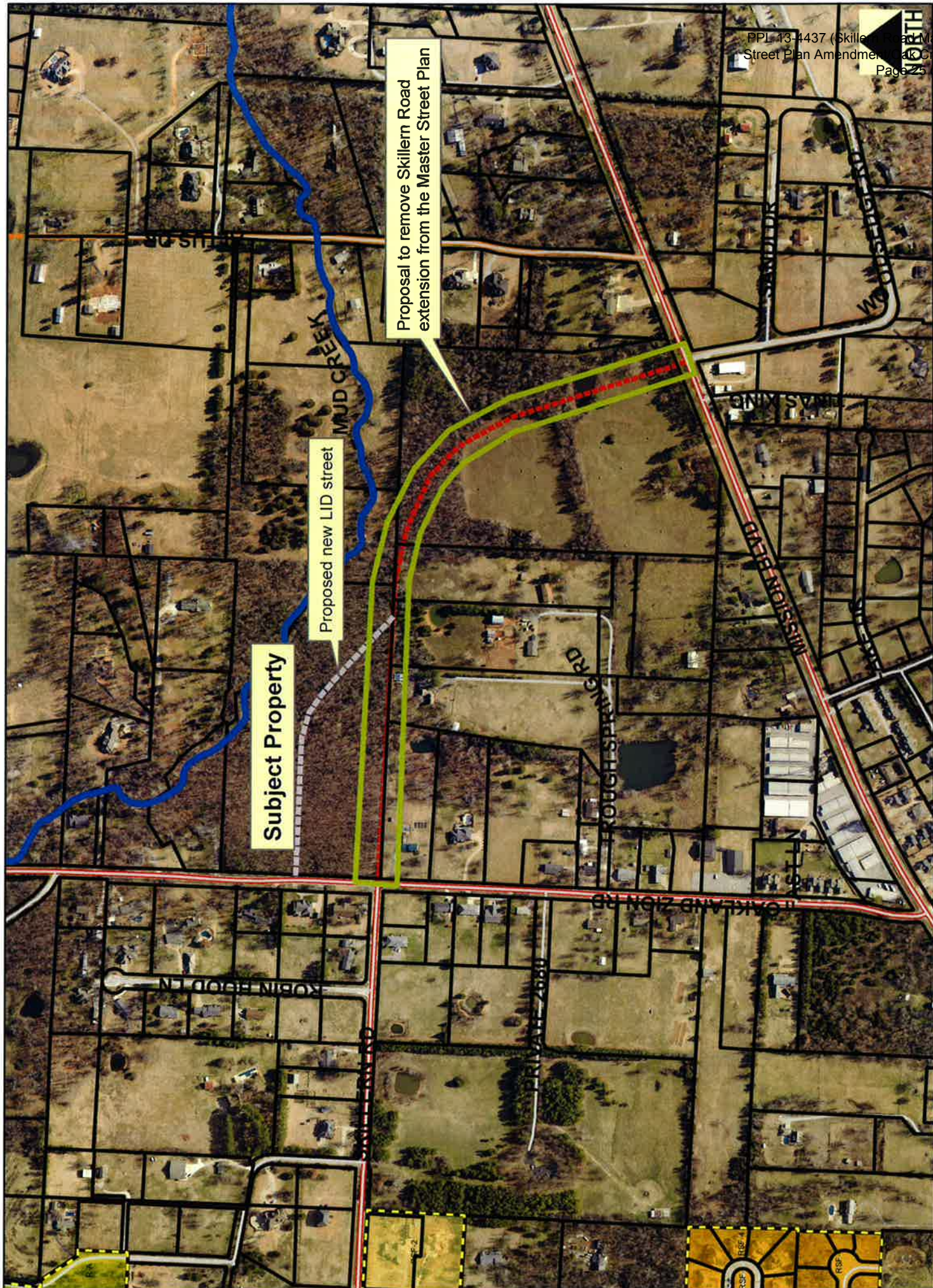
[illegible]

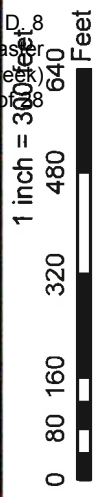
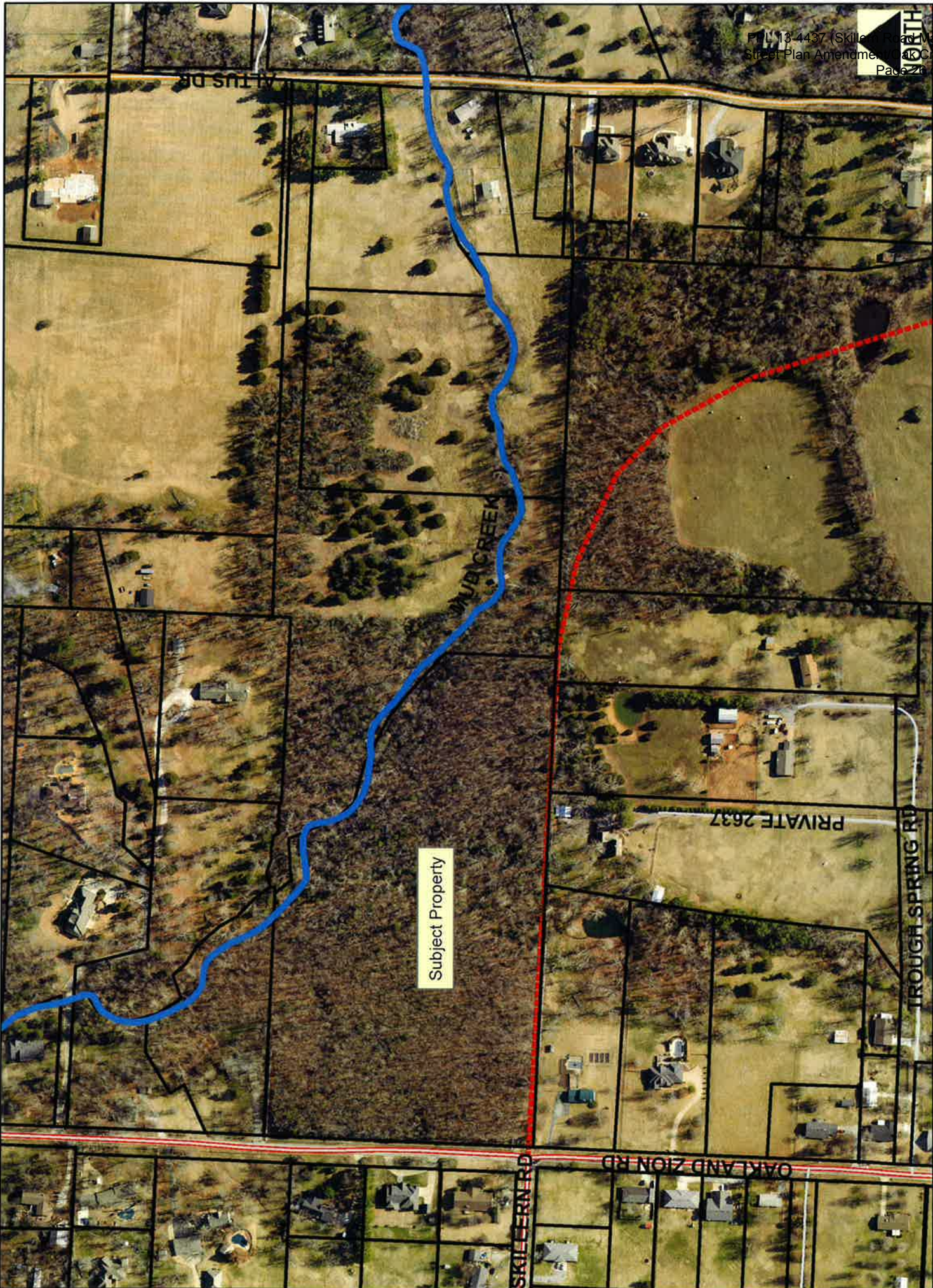
EXHIBIT B

2b RESIDENTIAL LOW-IMPACT DEVELOPMENT:

Design Service Volume: < 300 vpd
 Desired Operating Speed: 15-20 mph
 Travel Lanes: Two 9' lanes
 Parking: Not Allowed
 Paved Width: 20'
 Right of Way: Varies
 Sidewalks: One, at least 5' wide, adjoining 5' greenspace
 Greenspace: One side of street, min. 5' wide
 Bio-Swale: Both sides of street, width dependent upon site conditions and approved by City Engineer.
 Tree plantings may be permitted by the Urban Forester



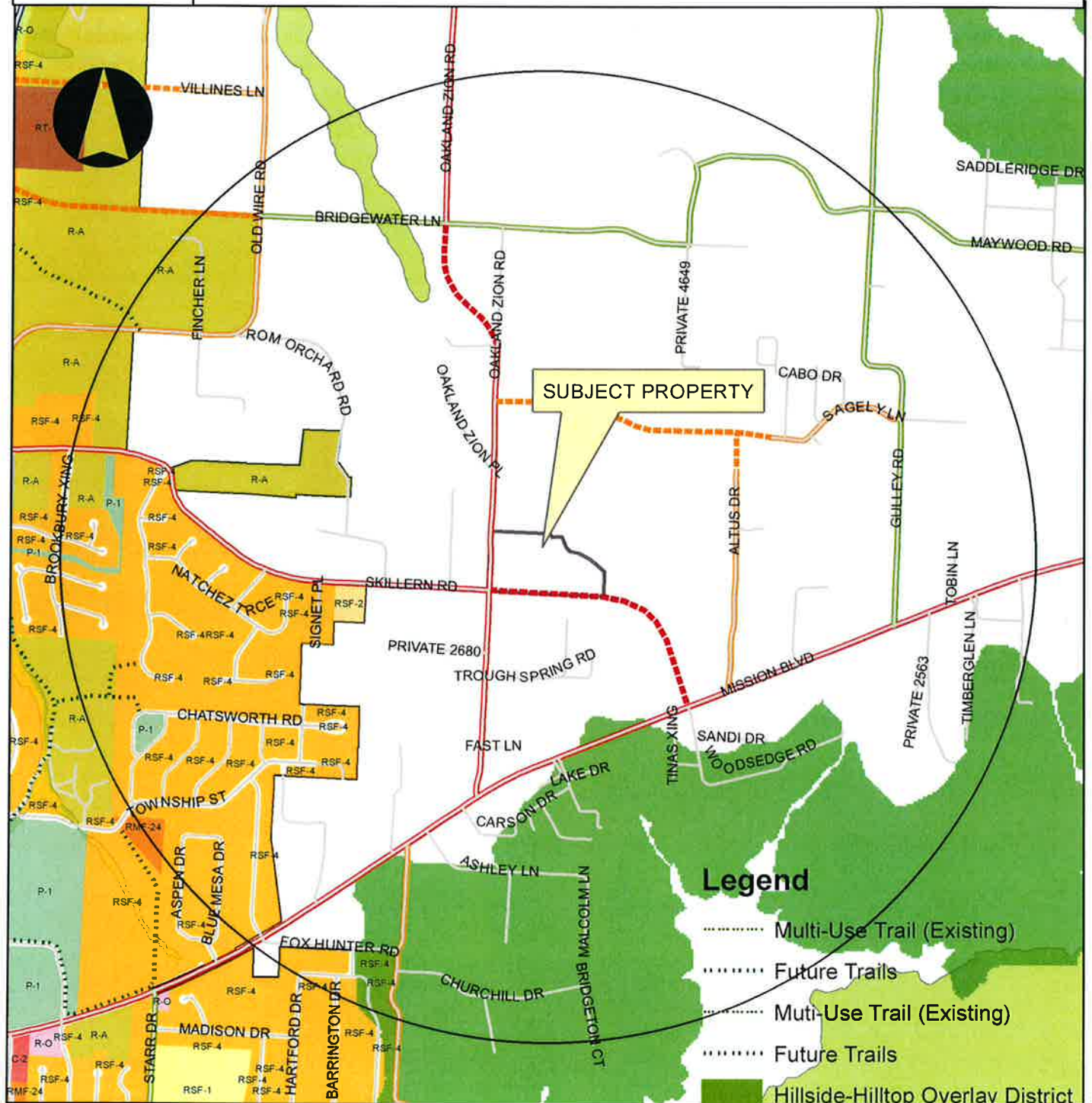




PPL13-4437

OAKCREEK ESTATES

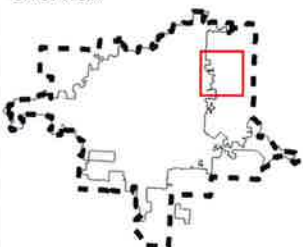
One Mile View



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Multi-Use Trail (Existing)
- Future Trails
- Hillside-Hilltop Overlay District

Overview



Legend

- Subject Property
- PPL13-4437

Boundary

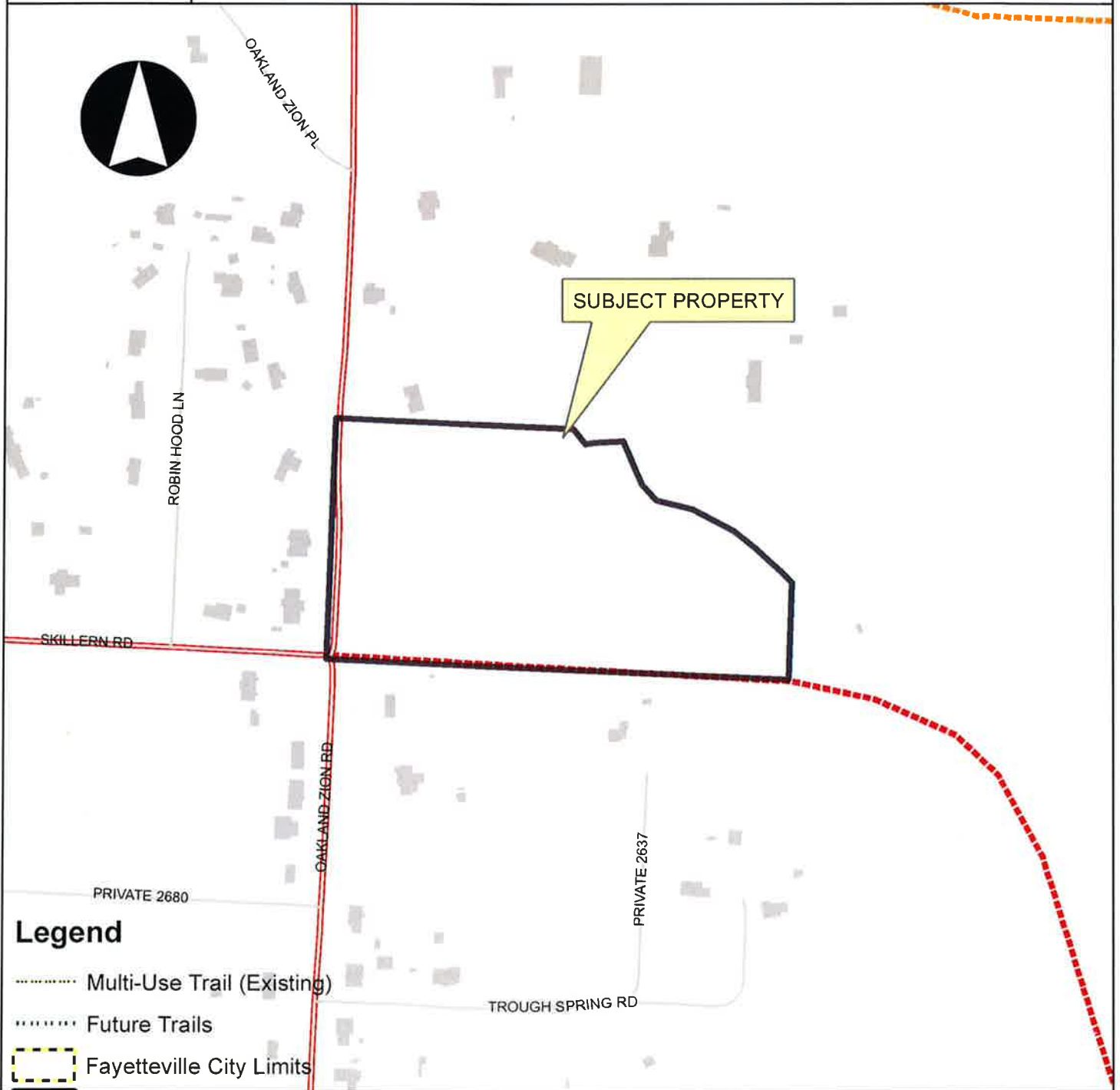
0 0.25 0.5 1 Miles

- PPL13-4437
- Design Overlay District
- Planning Area
- Fayetteville

PPL13-4437

OAKCREEK ESTATES

Close Up View



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits

Overview

PPL13-4437

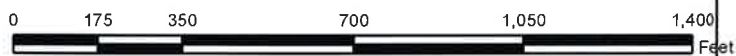
Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Design Overlay District

Planning Area



City of Fayetteville Staff Review Form

D. 9
Amend Chapter 151.01
Definitions – Tandem Lot
Page 1 of 6

City Council Agenda Items
and
Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date
Agenda Items Only

Jesse Fulcher
Submitted By

Planning
Division

Development Services
Department

Action Required:

ADM 13-4511: (CHAPTER 151.01 DEFINITIONS – TANDEM LOT): Submitted by CITY PLANNING STAFF. The request is to amend the definition for tandem lot in Chapter 151.

_____	\$ _____	_____
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 ☐

Jesse Fulcher
Department Director

10-17-2013
Date

Previous Ordinance or Resolution # _____

K. J. Fulcher
City Attorney

(slight modification & enacting ordinance - NO change in definition)
10-18-13
Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becher
Finance and Internal Services Director

10-21-2013
Date

Received in City Clerk's Office 0-13-13A11:01 RCVD

Paul A. Becher for Don Mann
Chief of Staff

10-21-2013
Date

Received in
Mayor's Office

ENTERED
10/18/13
JTF

Donald Jordan
Mayor

10/21/13
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Jesse Fulcher, Current Planner

Date: October 17, 2013

Subject: ADM 13-4511 (CHAPTER 151.01 DEFINITIONS – TANDEM LOT)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance amend the definition for a tandem lot in Chapter 151.

BACKGROUND

A tandem lot, by definition, is a lot with little or no frontage, sometimes referred to as a “flag lot” due to a narrow strip of land that connects the tandem lot to the public street. A tandem lot is usually requested when a property owner has a large piece of property, but only minimal frontage on a public street. Planning Commission approval is required in all cases.

The current definition of a tandem lot is:

Tandem lot. A lot which has less than 50% of the required frontage on a public street and which is located behind a lot or a portion of a lot which does have the required frontage.

Staff has recognized that the use of the language “required frontage” can be overly restrictive in some cases. “Required frontage” is the frontage required by the underlying zoning district. An example is 70 feet of public street frontage in the RSF-4 zoning district. However, there are instances where a lot has less than the “required frontage,” but is still considered a conforming lot; either because it was created legally with less frontage than required by current zoning standards, or the Board of Adjustment has approved a reduction in lot frontage. In either case, the resulting lot is a conforming lot, but does not technically have the “required frontage” of the underlying zoning district.

Staff’s proposal is to amend the definition of tandem lot to read as follows:

Tandem lot. A lot which has less than 50% of the required frontage on a public street and which is located behind a conforming lot or a portion of a conforming lot.

DISCUSSION

On October 14, 2013, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 9-0-0.

BUDGET IMPACT

None.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE DEFINITION OF “TANDEM LOT” IN §
151.01 DEFINITIONS OF THE UNIFIED DEVELOPMENT CODE**

WHEREAS, the current definition of “tandem lot” may unreasonably deny a property owner an approval of a tandem lot situated behind a conforming lot; and

WHEREAS, Planning Staff and the Planning Commission have determined that a tandem lot is an appropriate use behind a lot recognized as conforming by the Board of Adjustment.

**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 replaces the definition of *Tandem Lot* of § 151.01 as follows:

“*Tandem Lot.* A lot which has less than 50% of the required frontage on a public street and which is located behind a conforming lot or a portion of a conforming lot.”

PASSED and APPROVED this 5th day of November, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



PC Meeting of October 14, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS
PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Fayetteville Planning Commission
FROM: Jesse Fulcher, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~October 8, 2013~~ Updated October 17, 2013

ADM 13-4511: (CHAPTER 151.01 DEFINITIONS – TANDEM LOT): Submitted by CITY PLANNING STAFF. The request is to amend the definition for tandem lot in Chapter 151. Planning Staff: Jesse Fulcher

BACKGROUND

A tandem lot, by definition, is a lot with little or no frontage, sometimes referred to as a “flag lot” due to a narrow strip of land that connects the tandem lot to the public street. A tandem lot is usually requested when a property owner has a large piece of property, but only minimal frontage on a public street. Planning Commission approval is required in all cases.

The current definition of a tandem lot is:

Tandem lot. A lot which has less than 50% of the required frontage on a public street and which is located behind a lot or a portion of a lot which does have the required frontage.

Staff has recognized that the use of the language “required frontage” can be overly restrictive in some cases. “Required frontage” is the frontage required by the underlying zoning district. An example is 70 feet of public street frontage in the RSF-4 zoning district. However, there are instances where a lot has less than the “required frontage,” but is still considered a conforming lot; either because it was created legally with less frontage than required by current zoning standards, or the Board of Adjustment has approved a reduction in lot frontage. In either case, the resulting lot is a conforming lot, but does not technically have the “required frontage” of the underlying zoning district.

PROPOSAL

Staff’s proposal is to amend the definition of tandem lot to read as follows:

Tandem lot. A lot which has less than 50% of the required frontage on a public street and which is located behind a conforming lot or a portion of a conforming lot.

RECOMMENDATION

Staff recommends that the Planning Commission forward **ADM 13-4511** to the City Council with a recommendation for approval.

Planning Commission Action: ☒ **Forwarded** ☐ **Denied** ☐ **Tabled**

Motion: Chesser

Second: Winston

Vote: 9-0-0

Meeting Date: October 14, 2013

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

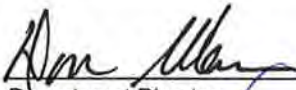
11/5/2013

City Council Meeting Date
Agenda Items OnlyDon Marr
Submitted By

Division

Chief of Staff/ Mayor's Office
Department**Action Required:**

Approval of Contract with Ruby Architect's Inc. for the Architectural Assessment for the historic Woolsey Homestead, Fayetteville AR in the amount of \$13,570.

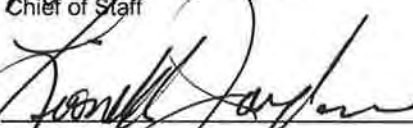
\$ 13,570.00
Cost of this request\$ -
Category / Project BudgetArchit.Assesment Woolsey Homestead
Program Category / Project Name1010.6600.5314.00
Account Number\$ -
Funds Used to DateProfessional Services
Program / Project Category Name13031.1
Project Number\$ -
Remaining BalanceUse of Fund Balance
Fund NameBudgeted Item ☐Budget Adjustment Attached ☒
Department Director10/24/13
Date

Previous Ordinance or Resolution #


City Attorney10-24/13
Date

Original Contract Date:

Original Contract Number:

Paul A. Becker
Finance and Internal Services Director10-24-2013
DateReceived in City
Clerk's Office
Chief of Staff10/24/13
DateReceived in
Mayor's Office
Mayor10/24/13
DateENTERED
10/24/13 BKP

Comments:



City Council Meeting Date:
11/5/2013

City Council Agenda Memo

To: Mayor and Members of the City Council
From: Don Marr, Chief of Staff
Thru: Mayor Jordan
Date: 10/24/2013
Subject: Woolsey Homestead Architectural Assessment

Recommendation:

The Fayetteville City Council approve a contract with Ruby Architects, Inc. for a fixed fee of \$11,800 plus reimbursable expenses (estimated at 15% of the project cost for a total cost request of \$13,570.

Background:

On May 21st, 2013, the Fayetteville City Council passed unanimously a resolution (attached) to express the City Council's Intent to examine the feasibility of preserving the Historic Woolsey Family Homestead. The first step in such a process is to conduct an architectural assessment of the historic Woolsey Homestead property.

The scope of such a project is to provide an early evaluation of the Woolsey Homestead. The evaluation will include the main house itself, nearby outbuildings, site and cemetery. The evaluation will consider the existing conditions and historic significance relative to the idea that the property may be restored for some future use yet to be determined. The evaluation will culminate by providing a written report with supporting documentation that serves to provide the city with the early information on building, site condition, likely stabilization priorities, basic drawings and renderings and recommendations for proceeding.

Firms with a specialty in historic architecture were solicited and evaluated. Ruby Architects, Inc. out of Little Rock AR was selected for their expertise.

We are requesting that the City Council approve a budget adjustment in the amount of \$11,800 plus a 15% contingency for reimbursable expenses – for a total of \$13,570 and approve a contract with Ruby Architects Inc. for services as outlined in the attached contract.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT WITH RUBY ARCHITECT'S INC. IN AN AMOUNT NOT TO EXCEED \$13,570.00 FOR ARCHITECTURAL SERVICES FOR THE WOOLSEY HOMESTEAD AND TO APPROVE THE ATTACHED BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Ruby Architect's Inc. in an amount not to exceed \$13,570.00 for architectural services for the Woolsey Homestead and approves the attached budget adjustment.

PASSED and APPROVED this 5th day of November, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

September 20, 2013

Mr. Don Marr
Chief of Staff
City of Fayetteville
113 W. Mountain St
Fayetteville, AR 72701

Re: Architectural Assessment for the historic Woolsey Homestead, Fayetteville

Dear Mr. Marr:

Thank you so much for your time in showing us the Woolsey Homestead site. We are grateful to have been selected to assist the City of Fayetteville in its efforts to restore it—and we look forward to the opportunity and in building a great working relationship with you and your staff. As promised, let this serve as our proposal of services to you, as well as a record of our understanding of your needs. If it needs to be revised in any way, feel free to let us know.

A. Project Scope

Provide an early evaluation of the historic Woolsey Homestead, located along Broyles Road, nearby the city's new water treatment facility and protected wetlands. The evaluation should include the main house itself, nearby outbuildings, site and cemetery as may be relevant to the historical interpretation of the homestead, believed to be established ca. 1830. The evaluation should consider existing conditions and historic significance relative to the idea that the property may be restored for some future use, yet to be determined, by the City of Fayetteville. The evaluation should culminate in a written report with supporting documentation that serves to provide the city with early information on building and site condition, likely stabilization priorities, basic drawings and renderings and recommendations on proceeding.

B. Architectural Services Included

1. Site Analysis to include one full-day site visit and study of the property and historic buildings. The purpose of the visit will be to gather information on condition, understanding of the building's chronology (presumed original configuration and subsequent additions), measurements for creating scaled drawings and notes and photographs for documentation purposes. *Note: Prior to our visit, we will benefit from having the site cleared from brush and unwanted foliage that currently obstructs access.*
2. Drawings & Renderings- Provide scaled, two-dimensional floor plans and exterior elevations of existing conditions of all structures presumed to have historical significance (19th century material only). Provide simple, three-dimensional renderings of the building's presumed chronology indicating original configuration and subsequent additions.
3. Provide a written report summarizing findings made during the site visit. Though it is not yet the goal of these services, the written report should be completed in a manner that may

eventually allow it to be organized into a full-fledged Historic Structure Report (HSR). Thus, sections included in the written report would be as follows: I. Table of Contents, II. Executive Summary, III. Architectural Evaluation, IV. Existing Conditions, V. Proposed Work (preliminary), VI. Drawings and Photographs.

4. Provide written recommendations aimed at the emergency stabilization of the buildings along with discussion on one possible phasing strategy towards their eventual restoration.
5. Provide an early budget for its restoration, tied to the aforementioned phasing strategy. This budget will be extremely rough. The primary purpose of the budget is not necessarily to establish realistic monetary figures, but rather serve in a more important capacity of listing the types of costs and work scope that will likely be encountered during a restoration of this kind. More realistic budgets can be obtained as project goals and scope become more clear.
6. Provide photographs explaining existing conditions and supporting recommendations made in the report.
7. Contact by phone persons known to have some knowledge of the property. These will likely be other city staff, special project or committee members or community volunteers or others. Document conversations.

C. Services Not Included (can be provided as "Additional Service")

1. Historical Research- Other than researching the building itself on site, no other research on the property records or owner history is planned, such as checking records of historical societies, history commissions, libraries, etc...
2. Archeology- Though likely to be recommended in future phases, no archeology is yet planned.
3. Extensive detailed drawings and realistic renderings- Drawings and renderings provided will be basic in nature and are intended to give readers a very quick understanding of existing conditions and theory as to its chronological history. Drawings and renderings are not yet expected to be developed in great detail. They should be of sufficient quality to assist in seeking various grant opportunities.
4. Evaluation of Significance- We do not yet plan on investigating the property's historical significance, though it is obvious to us all that we are clearly working on a very old structure. The City might choose to contact the Arkansas Historic Preservation Program to assist in making a determination. An Historic Structure Report (HSR) might eventually be needed as a means to establish significance and eventually guide its restoration. A thorough HSR is not included.
5. Any additional work, budgets, drawings, site visits not specifically referred to in paragraph B "Architectural Services Included" above.

D. Project Schedule

No schedule has yet been established though it is assumed to be as soon as practical. In consideration of the fact that the building is exposed to the elements, services provided will be treated with sense of urgency.

E. Project Budget

A budget has not yet been established though it is assumed that the City prefers to focus project costs as much as practical in this early assessment phase, prior to establishing a project budget.

F. Fee Proposal

We propose a fixed fee of \$11,800.00 plus reimbursable expenses.

On this project, we expect reimbursable expenses to be limited to travel (at current mileage rates), printing, mailing & shipping. Generally, we pass printing, mailing and shipping expenses directly to you plus 10% for handling.

F. Additional Services

Ruby Architects, Inc. will provide other additional services when requested. Additional Services are defined as services outside of the basic Scope of Services. Generally it is easiest to simply charge hourly for these services at our current rates. We can also add services (such as hiring consulting engineers or other services) at cost plus a percentage for handling. We will always seek written permission to proceed prior to engaging in Additional Services.

G. Billing & Payment

Ruby Architects, Inc. invoices fees and expenses on a monthly basis and coincides with completed services up to the end of each month. On this particular project, we anticipate two billings in total. The first invoice will be 50% of the fee, billed only after our site visit and completion of the drawings. The final, 100% invoice will come after the report has been submitted in full. Payment is due upon receipt. Invoices that are not paid within forty-five (45) days of the date of the invoice will be considered delinquent. Invoices that are not paid within sixty (60) days of the date of the invoice will be subject to penalties.

Should this proposal be accepted, let us know and we will be happy to generate a standard AIA (American Institute of Architects) form of agreement for your review and signature. We look forward to hearing from you and moving ahead on this wonderful project! If you have any questions at all, please do not hesitate to call.

Cordially,

Aaron C. Ruby, AIA, LEED AP

RUBY ARCHITECTS, INC.

RATE SCHEDULE

As of: 1/7/13

HOURLY RATES

Principal Architect	\$120.00/hour
Architect Intern	\$ 85.00/hour
Draftsman	\$ 65.00/hour
Spec Writer	\$ 65.00/hour
Administrative	\$ 45.00/hour

MISCELLANEOUS EXPENSES

Mileage	\$.56/mile
Copies –color	\$.50/each
-b/w	\$.10/each
Long Distance Phone Calls	\$.12/minute
Conference Calls	At Cost
Third Party Printing	At Cost
Postage	At Cost
AIA Documents	At Cost
Meals (project related travel)	At Cost

Consultant fees are billed at cost plus ten percent, unless otherwise negotiated.

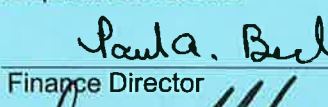
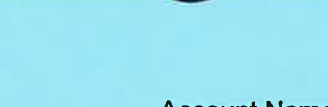
**City of Fayetteville, Arkansas
Budget Adjustment Form**

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Ruby Architect's, Inc.
Page 8 of 30

Budget Year 2013	Division: Chief of Staff Department: Chief of Staff	Request Date 10/24/2013	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Budget Adjustment for \$13,570 for Architectural Assessment for the historic Woolsey Homestead.

Division Head  Date: 10-24-13	Prepared By: Kevin C Springer
Budget Director  Date: 10-24-13	Reference:
Department Director  Date: 10-24-2013	Budget & Research Use Only
Finance Director  Date: 10-24-13	Type: A B C D E P
Chief of Staff  Date: 10/24/13	General Ledger Date
Mayor  Date: 10/24/13	Posted to General Ledger Initial: Date:
	Checked / Verified Initial: Date:

TOTAL BUDGET ADJUSTMENT		13,570	13,570	
		Increase / (Decrease)		
Account Name	Account Number	Expense	Revenue	Project.Sub Number
Professional Services	1010.6600.5314.00	13,570	-	13031.1
Use of Fund Balance	1010.0001.4999.99	-	13,570	13031.1
		-	-	



RUBY ARCHITECTS, INC.

300 Spring Bldg, Suite 715
Little Rock, AR 72201
(501) 374-7829 (voice & fax)
www.rubyarchitects.com

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Ruby Architect's, Inc.
Page 9 of 30

August 9, 2013

Ms. Andrea Foren
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Re: Woolsey Family Homestead/ Preservation Qualifications

Dear Ms. Foren:

Thank you so much for your phone call the other day requesting our qualifications with regards to historic properties. We are excited at the possibility of working with the City of Fayetteville in its efforts to restore such an important, and rare, resource as the Woolsey Homestead.

Enclosed you will find our firm's background and qualification information for your consideration. As you will find, we have worked on numerous historic properties in the state, including assisting the University of Arkansas with a recently completed Historic Preservation Master Plan, which ultimately recommended having their historic core listed as a National Historic District.

Additionally, we have experience working with many municipalities in Arkansas, including the City of Lake Village, City of Dyess, City of Marion, and others. Just this year, we learned that the City of Lake Village earned LEED Certification on the rehabilitation of the historic Tushek building, which now houses their city offices—making it one of a handful of buildings in the state that are both listed on the National Register and LEED Certified.

Perhaps of greatest interest to you, I have a personal interest in and involvement with 19th century homesteads in Arkansas—and would be delighted to be involved in the Woolsey homestead. I happen to live in Scott, Arkansas, a small, rural farming community outside of Little Rock and have for years been a volunteer for, and served as president of, Scott Connections, a local non-profit dedicated towards the preservation of original buildings that tell the story of life in the 19th and early 20th centuries. We have preserved or reconstructed buildings such as a smokehouse, privy, ice house, corn crib, slave quarters and more. See more here: <http://scottconnections.org/> Besides this experience, I have also personally been involved in the restoration of Lakeport Plantation, which included the reconstruction of an 1860's smokehouse. Most recently, our firm has been the on-call architect at the Historic Arkansas Museum. In the past few years, we have completed the reconstruction of the 1823 Woodruff Print Shop and an 1840's era Blacksmith Shop, designed and built to as exact period detail possible. Though a past board member of the Historic Preservation Alliance of Arkansas, I am currently on the board of the Little Rock Visitor Foundation Board, a group responsible for the preservation and care of 1840's Curran Hall located downtown Little Rock.

We do look forward to at least gaining an interview where we might be able to meet you in person and demonstrate our capabilities. If you have any questions at all, please call.

Cordially,

Aaron C. Ruby, AIA, LEED AP

Firm Profile

Established in 2006, Ruby Architects is guided by a strong belief in learning the lessons of the past as a means to design better structures today. Devoted to restoration and the adaptive re-use of historic buildings and sites, we have gained an appreciation for the built environment entrusted to our generation exhibiting exceptional design, craftsmanship and attention to detail. Led by the firm's principal and founder, Aaron C. Ruby, AIA, LEED AP, the firm's work is informed through research and well executed classical design and traditionally inspired styles of architecture.

Being a conscientious professional firm we take our responsibilities very seriously and work hard to satisfy our clients. The end product of the owner/architect collaboration is a design on paper that not only reflects the owner's goals, and fits within budget, but is also properly communicated and represented to the contractor in the form of well-drawn and thoroughly detailed documents. During construction, we remain involved and work to communicate the desire for high standards.

Although historic preservation is our specialty, we are also involved in custom residential and commercial projects, which helps us stay familiar with the latest building codes, standards, materials and systems.

It is our long-term vision and goal to become one of the state's leading architectural firms through unsurpassed service and commitment to timeless and informed traditional building design through the continuing study and understanding of historic structures and their enduring qualities.

Ruby Architects Inc. is a member of the following organizations; and the first architectural firm in Arkansas to join this organization (*):

American Institute of Architects, Arkansas Chapter
National Trust for Historic Preservation
International Network for Traditional Building,
Architecture & Urbanism, U.S.A. Chapter*
Institute of Classical Architecture & Classical America*
Historic Preservation Alliance of Arkansas

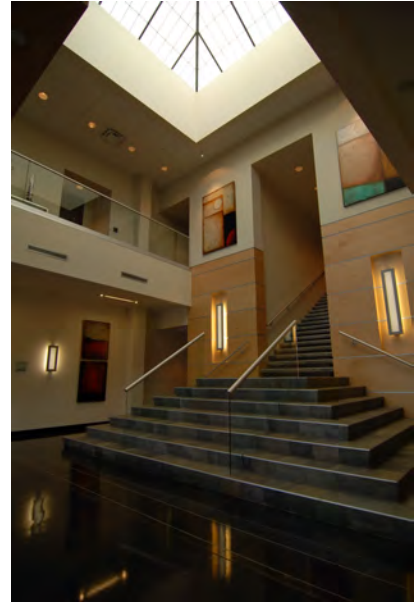
Little Rock Chamber of Commerce
Little Rock Downtown Partnership
Quapaw Quarter Association

Office Size, Location, and Personnel

Ruby Architects, Inc., established in 2006, is located in downtown Little Rock at 300 Spring Building, Suite 715. This excellent location in central Arkansas provides for easy travel to project sites and meetings around the state. Our office space allows us to meet with clients in an open studio type setting, or we can accommodate a group in our conference room for more private meetings. Our product library provides for quick and easy reference of material selections, colors and finishes. All project work is conducted in our private office suite which is secured after hours.

Ruby Architects has a LEED accredited professional on staff to provide our clients with the latest in energy efficient design.

With over 25 years of combined experience in planning, design, historic analysis, and new construction administration, the team of Ruby Architects brings a wealth of knowledge to any new project. It is our hope to assist you in making your project a place for realizing the importance of yesterday, while preparing for tomorrow.



Staff

The staff of Ruby Architects includes:

Mr. Aaron C. Ruby, AIA, LEED AP, principal and owner of the firm, responsible for all day to day activities including quality control.

Mr. Jeremiah Russell, Assoc. AIA, intern architect, provides project design assistance from the beginning phases through completed drawings.

Ms. Veronica Lilly, CSI, CDT, office/contract manager. She has a background in construction management, and is responsible for contracts, office accounting, construction administration and general office management.

Ms. Taylor Desens, CSI, CDT, administrative assistant. She assists with specification writing, website maintenance, and various project assignments.

Ruby Architects can provide services for a wide variety of projects:

- *Planning
- *Higher Education
- *Medical
- *Condition Assessment
- *Libraries
- *Retail
- *Historic Preservation and Restoration
- *Corporate
- *Feasibility Studies
- *Residential

RUBY ARCHITECTS, INC.

Aaron C. Ruby, AIA, LEED AP

A graduate of the University of Arkansas architecture program in 1997, Mr. Ruby founded Ruby Architects Inc. in March, 2006. Professional experience gained in over fifteen years of practice give the firm's founding principal a wide range of project experience. Mr. Ruby became a LEED Accredited Professional in 2009.

Awards

- 2011 Award for Outstanding New Construction in an Historic Setting for the William Woodruff Printshop
- Cyrus Sutherland Historic Preservation Alliance Scholarship, Spring 1997

Organizations

- American Institute of Architects, Member
- National Trust for Historic Preservation, Member
- Historic Preservation Alliance of Arkansas, Board Member 2006-2010, and Current Member
- Little Rock Visitors Foundation, Board Member, 2010-current
- Design Review Committee for Capitol Zoning District, 2011-current
- Scott Volunteer Fire District, Board Member & Fire Fighter, 2012-current

Representative Historic Project Experience

- Rehabilitation of the Historic Tushek Building, Lake Village, Arkansas
- Rehabilitation of the Dyess Administration Building, Dyess, Arkansas
- Restoration of the Johnny Cash boyhood home, Dyess, Arkansas
- Stabilization & Restoration of Historic Dyess Theatre
- Pulaski County Courthouse, various projects
- Pulaski County, other existing buildings, on-going projects
- A Reconstruction of the 1823 William Woodruff Print Shop, Little Rock, Arkansas
- New private residence & historic barn renovation, Warren, Arkansas
- A Remodel of the Historic Cook Building, North Little Rock, Arkansas
- P. Allen Smith's Garden Home, Roland, Arkansas
- Campus Historic Preservation Master Plan, University of Arkansas, Fayetteville, Arkansas
- Black River Technical College, master plan and multi building remodel, Pocahontas, Arkansas
- Newton County Courthouse renovations, Jasper, Arkansas
- Chicot County Courthouse re-roof, Lake Village, Arkansas
- Faulkner Performing Arts, historic consultant, U of A, Fayetteville, AR
- Blacksmith Shop, Historic Arkansas Museum, Little Rock, Arkansas
- Condition assessments for Arkansas Historic Preservation Program
- On-call architect for Historic Arkansas Museum



REGISTRATION

Individual: Arkansas
#3325
Corporate: Arkansas
#C-439

EDUCATION

University of Arkansas,
Bachelor of Architecture,
May 1997

University of Illinois,
Atelier Architecture
Program, Summer 1990



RUBY ARCHITECTS, INC.

University of Arkansas Historic Preservation Master Plan Fayetteville, Arkansas

Owner: University of Arkansas

Facilities Management Planning Group

Contact: Jay Huneycutt

Preserving the Past, Preparing for the Future

After a competitive selection process, involving several nationally recognized design firms, the U of A selected Ruby Architects, Inc. and its team of consultants, Lord Aeck & Sargent of Atlanta, Georgia and The Jaeger Company of Gainesville, Georgia, a historic landscapes consultant, to assist the University with the preparation of a Campus Historic Preservation Plan funded by a grant received from The Getty Foundation.



The project involved the listing of 18 historic structures on the National Register of Historic Places as well as preparation of a plan that helps facilities personnel recognize and maintain character defining features on historic properties. This includes the writing of maintenance guidelines as well as hands-on training workshops coordinated by the team. The project also integrates students interested in historic preservation to assist with the process.

This master plan promises to be an invaluable tool in assisting the University to recognize its historic structures and features that have defined 'sense of place' for over a century.

The project was awarded the **2009 Outstanding Achievement in Preservation Education** by the Historic Preservation Alliance of Arkansas.

We currently have an on-call contract with the University, and are working on plans to preserve or restore some of the oldest sections of the senior walk in front of Old Main.

Project characteristics

- The comprehensive document is approximately 1,000 pages in length.
- Assisted University in numerous National Register listing additions.
- Recommended the core of campus be listed as a National Historic District (listed September, 2008)
- Provided training workshops on masonry restoration & window repair.
- Integrated student activity.
- **Project Size: N/A**
- **Project budget: \$170,000.00**
- **Project bid: \$170,000.00**
- **Completion- Winter 2008**
- **On-Call, Current to 2015**

Woodruff Print Shop & A Blacksmith Shop *Little Rock, Arkansas*

Client: Historic Arkansas Museum,
 Department of Arkansas Heritage
Contact: Bill Worthen, Director

1823 William E. Woodruff Print Shop



A New 1840's Period Blacksmith Shop



Reconstruction of an Arkansas Landmark

In 1823, William E. Woodruff settled in Little Rock after moving from Arkansas Post where he established the "Arkansas Gazette" newspaper just four years earlier. This project entails reconstructing the two-story, brick masonry building that Woodruff built to house his printing press along with other business ventures. By piecing together information from many resources, such as old drawings and photos, letters written from its occupants as well as archeology, a complete picture of how the building looked and functioned emerges.

Building it from scratch, however, brings challenges such as meeting current building codes and concealment of modern mechanical and electrical systems. ADA accessibility is also necessary. Today it represents Little Rock's oldest building.

This project won the **2011 Award for Outstanding New Construction in an Historic Setting**, from the Historic Preservation Alliance of Arkansas.

Project characteristics

- Involved intense research in historic documents
- Knowledge of authentic period details
- Careful study of Arkansas' oldest historic buildings in addition to traveling to Virginia to study 1820's period structures
- Assisted owner in ensuring quality control despite publicly-bid project
- Many custom features including hardware, brick, paint & millwork.
- Services include writing of Historic Structures Report.

Small Details Make It Real

A period-correct and fully functioning blacksmith shop from early nineteenth-century Arkansas was built to educate visitors about the important craft of blacksmithing.

Design of the structure required careful research so that it revealed a regional, vernacular flavor. It was important that the structure appear as if the blacksmith himself designed and built his own structure, not an architect. Individual artisans and craftsmen were consulted during the design process to assist with the planning including numerous blacksmiths, timber framers and masons.



A brick forge, complete with handcrafted bellows and an iron tuyere is the centerpiece of the building.

Dyess Colony Administration Building & A Restoration of Johnny Cash's Boyhood Home Dyess, Arkansas

Owner: Arkansas State University

Contact: Dr. Ruth Hawkins

Restoring a Small Town's Spiritual Center



The Dyess Administration Building has been an ongoing rehabilitation of a 1930's historic structure, accomplished in phases which were funded by grants from the ANCR. The first phase was a roof replacement using wood shingles to resemble the original roofing material discovered in the attic. This work was completed in January, 2008.



Subsequent phases will complete the restoration of both the exterior and interior. RAI provided bidding documents for each phase. It is hoped that this building that once served as the town center for all its business activities, can once again serve the town with new offices for city hall as well as space for interpretive history. One of Dyess' most famous residents, Johnny Cash, spent his boyhood years here.

Current plans are underway for restoring the Theatre Facade and adding a stage near the Administration building for outdoor events.

Gone But Not Forgotten

The boyhood home of Johnny Cash was part of what was originally known as Dyess Colony, established in 1934 as a farming community intended to help struggling Arkansas farmers through the years following the Great Depression.

Before photo courtesy of the Cash Family.



After - completed 2013.



The project was partially funded by a concert organized by Arkansas State University and the Cash family. Property was acquired by ASU, and the restoration will include significant repairs to the foundation, the roof, windows and doors. The interior will also be restored to 1940's period including furnishings. We worked closely with surviving Cash family members to ensure accuracy of details. The home will be one component to the larger effort of restoring other original Dyess Colony structures.

Dyess Theatre

Dyess, Arkansas

Owner: City of Dyess, Arkansas

Contact: Mayor Larry Sims



The Show Must Go-On!

Ruby Architects, Inc. is assisting the City of Dyess and Arkansas State University, in rehabilitating what remains of the ca. 1950's movie theatre located downtown Dyess. Using historical photographs to guide the team, as well as the sharp memory of town residents that frequented the building in their teens, the facade of the Dyess Theatre will be restored to its original appearance, including the ticket stand and the marquee, while the majority of the building within will be new construction so as to meet modern needs, code and convenience. JoAnne Cash, the younger sister of music legend Johnny Cash, recalls fond memories of joining her older brother J.R. (as he was known then) on his dating experiences at this theatre.

Project characteristics

- Severely deteriorated structure leaves only the original facade intact. Steps have been taken to stabilize what remains for future rehabilitation.
- A flexible plan will allow for showing of films, holding community events and other functions.
- Assisted owner in budgeting and preparing schematic drawings for seeking grants.
- Associated with recent master planning efforts by Arkansas State University
- Virtual renderings by Painter Meriman.
- **Project Size: 9,000 s.f.**
- **Project budget: \$950,000.00**
- **Estimated completion-**
Winter, 2013



RUBY ARCHITECTS, INC.

Pulaski County Courthouse Little Rock, Arkansas

Owner: Pulaski County

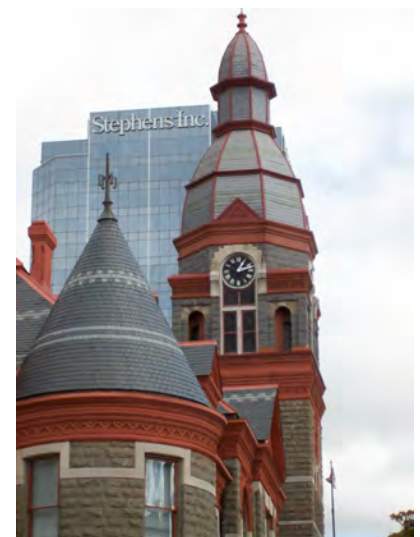
Contact: Ms. Jean Pope, Purchasing

Service to Client



Arguably one of the most important and beautifully designed and built structures in Little Rock is the Pulaski County Courthouse. Our firm has been fortunate to have been involved in numerous projects in the Courthouse over the years including slate roof replacement, exterior granite and limestone repairs and re-pointing, new storm windows and wood window repair. On the interior, we have worked on adding jury boxes in historic courtrooms, provided consulting on energy and hvac related improvements while protecting the integrity of historic materials and spaces. Most recently, we are underway on the replacement of the 100-year old skylight over the top of the Tiffany stained glass dome in the rotunda. To complete this work, we searched out and hired the most experienced consultants in the business to deliver the highest level of skill and professionalism.

We have also assisted in obtaining grants and coordinating with officials from preservation agencies. Our success with the county on the historic courthouse building has led to other projects with the County, including work in the Administration Building, Criminal Justice Building and Coroner's Lab.



Project characteristics

- Involved research into appropriate specification, detailing and installation methods for a traditional slate roof.
- Knowledge of existing conditions, searching for sources of leaks and prioritizing work scope.
- Preparation of budgets.
- Assisted owner in ensuring quality control despite publicly-bid project.
- **Project Size: Various**
- **Project budget: \$100,000 to \$1 Million**



Condition Assessments for Various Historic Properties Arkansas

Client: Arkansas Historic Preservation Program

Contact: Brian Driscoll

In order to preserve an aging building, one must first understand the needs of the structure. A condition assessment is a crucial step in identifying priorities in order to proceed with saving significant historic buildings. Ruby Architects, Inc. was selected by a competitive qualifications process to provide condition assessment reports on multiple historic properties for the Arkansas Historic Preservation Program (AHPP). Properties visited and studied include:

Norman Public Library- With a failing roof, this small yet significant building occupies a prominent place in the small town of Norman, Arkansas. It boasts to be the “smallest public library in the United States.” RAI completed a condition assessment report to verify problems associated with the roof and prepare recommendations and a budget estimate.



Mt. Zion Baptist Church- Located in Brinkley, Arkansas, this wonderful brick church, constructed in 1909 has a simple rectangular design augmented by gothic fenestration and brick corbel details. In desperate need of brick repair and restoration, RAI also made recommendations on the foundation, the roof, windows & doors and ADA accessibility.



Mt. Moriah Masonic Lodge #18- Located in a small community named Lisbon, outside of El Dorado, Arkansas, is a large wood frame building built in the 1850's. The ground level is completely open and contains a large meeting room space for the community. The upstairs is accessed by a very steep stair and contains a kitchen (added in the mid-20th century) as well as meeting space for Masonic rituals. There is a high level of original materials still present, inside & out and the fact that it is still used for its original purpose is astounding. It is an extremely rare structure in Arkansas and was recently named to the list of Arkansas' most endangered historic properties by the Historic Preservation Alliance of Arkansas.

RAI provided an in-depth assessment of all of the building's components.

A Rehabilitation of the Historic Tushek Building *Lake Village, Arkansas*

Owner: City of Lake Village
Contact: JoAnne Bush, Mayor



Early Steps in Revitalizing a Downtown

Occupying a prominent corner along Main Street, is the 1906 John L. Tushek building.

The project employs the latest energy efficient hvac system, energy-star rated windows and glazing while keeping the historic wood storefronts. EPA WaterSense plumbing fixtures and efficient lighting have also been used.



Original materials such as existing wood doors and frames, hardware and trim have been re-used to the greatest extent possible.

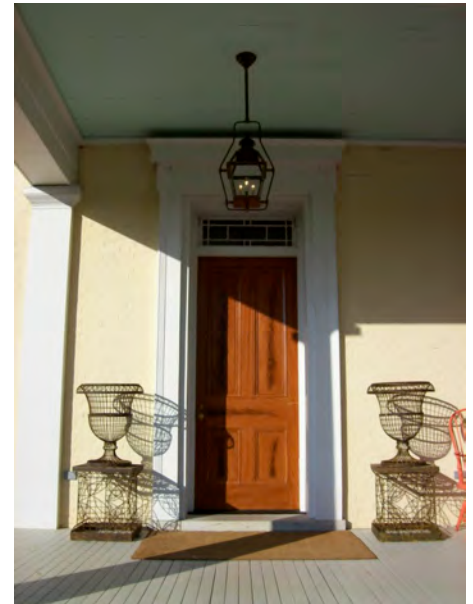
Project characteristics

- Made possible by grants from the USDA and Department of Energy.
- LEED Certified.
- **Project Size: 8,400 sf**
- **Project Budget: \$1.3 Million**
- **Completion- Summer 2012**

P. Allen Smith's Garden Home Retreat Pulaski County, Arkansas

Owner: P. Allen Smith

Contact: Ward Lile, Creative Director



Research of Period Details

Though just recently constructed, P. Allen Smith's Garden Home is rooted in the idea of building a new home using modern materials and sustainable practices in a more traditional manner. The home was designed in the Greek Revival style, popular in Arkansas in the 1850's when the farm on which the home now rests, was first home-steaded.

The project required intense architectural research through study of photographs from historic properties as well as popular builder's guides commonly used in the 1850's, such as Asher Benjamin's *"The American Builder's Companion"*. Great effort was taken to conceal the sophisticated mechanical and electrical systems to maintain a historic appearance on the interior. Ruby Architects, Inc. assisted P. Allen Smith & Associates in the documentation and detailing of the project.



Project characteristics

- Involved research and intimate knowledge of appropriate details of the Greek Revival style.
- Assisted in materials specification.
- Coordinated custom window & shutter sizes and coursing of brick masonry.
- Assisted builder in coordination of sophisticated building systems so as to conceal modern devices to greatest extent possible.
- Provided numerous drawings and details, in full scale, to allow proper study and proportioning of custom materials and moldings.
- **Project Size:** 8,000sf
- **Project budget:** Private
- **Project bid:** Private
- **Completion-** Fall 2008



Previous Experience



For approximately ten years, employed with the firm of Witsell Evans & Rasco, the founder and principal of Ruby Architects, Inc. was heavily involved in the design, detailing, coordination and project management of significant projects throughout the state of Arkansas. Projects included high profile historic restorations for such structures as the three shown.



Top -Lakeport Plantation (circa 1859) Chicot County. **Lower left** - A. M. Crouch House (circa 1857), Hempstead County.
Lower Right - 1874 Courthouse, Hempstead County.

MIKE BEEBE
GOVERNOR



KINGSLEY JOHNSON GLASGOW
EXECUTIVE DIRECTOR

ARKANSAS STATE BOARD
OF ARCHITECTS, LANDSCAPE ARCHITECTS AND INTERIOR DESIGNERS

certifies that

RUBY ARCHITECTS, INC.

is a duly registered corporation and is entitled to practice
architecture in the State of Arkansas for the period of
January 1, 2013 thru December 31, 2013

2013

In testimony whereof this certificate has been issued
by the authority of ASBALAID.

Certificate of Authorization Number: **C439**

Certificate of Authorization expires on December 31, 2013



KINGSLEY JOHNSON GLASGOW
Executive Director



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BancorpSouth Insurance Services, Inc P.O. Box 251510 Little Rock, AR 72225		(501) 664-7705		CONTACT NAME: Ken Estes PHONE (A/C, No, Ext): (501) 614-1572 FAX (A/C, No): E-MAIL: ken_estes@rkfl.com ADDRESS:	
INSURED Ruby Architects, Inc. 300 Spring Street, Building #715 Little Rock, AR 72201		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: XL Specialty Insurance Company			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	☐ DED ☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N / A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		DPS9707699	7/14/2013	7/14/2014	Each Claim Limit \$1,000,000
A	Professional Liability		DPS9707699	7/14/2013	7/14/2014	Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Proposal Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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September 30, 2010

*System Initiatives for Technical
and Economic Support

Crowley's Ridge Parkway
Great River Road

Hemingway-Pfeiffer Museum
Lakeport Plantation Museum
Southern Tenant Farmers Museum

SUBJ: Ruby Architects, Inc.

To Whom It May Concern:

I have worked closely with Aaron Ruby on several restoration/preservation projects over the past eight years, and I consider him one of the finest architects in the state – particularly when it comes to historic structures.

P.O. Box 2050
State University, AR 72467

Phone:
870-972-2803

Fax:
870-972-3200

www.astate.edu

Most notably, Aaron was our on-site architect for the restoration of the Lakeport Plantation during his years with Witsell Evans Rasco. Since establishing his own firm, Aaron has worked on a number of historic projects here in the Arkansas Delta. Currently he serves as our Arkansas State University architect for the restoration of the Administration Building at the Historic Dyess Colony, an agricultural resettlement community during the New Deal Era, but perhaps better known as the boyhood home of Johnny Cash.

What impresses me most about Aaron's work is his thoroughness and attention to detail – important qualities in any work, but especially important in ensuring that preservation/restoration work is done correctly. While he is thorough, he is also fast! He has the ability to assimilate great amounts of field study, research and background information and quickly translate that knowledge into architectural drawings, recommendations, and work schedules. He meets established deadlines and timelines without fail and is always accessible to provide any needed additional information.

Aaron has a good rapport with contractors, which also is an especially critical element with historic preservation projects, which often require doing things a bit differently than other projects.

I highly recommend Aaron Ruby's architectural talents and skills for any projects involving specialized historic preservation and restoration work.

Sincerely,

Ruth A. Hawkins, Director
Arkansas Heritage Sites



The Department of
Arkansas
Heritage

September 30, 2010

Mike Beebe
Governor

Cathie Matthews
Director

Arkansas Arts Council

Arkansas Historic
Preservation Program

Arkansas Natural Heritage
Commission

Delta Cultural Center

Mosaic Templars
Cultural Center

Old State House Museum



200 East Third Street
Little Rock, AR 72201
(501) 324-9351

fax: (501) 324-9345

tdd: (501) 324-9811

e-mail:

info@historicarkansas.org

website:

www.historicarkansas.org

An Equal Opportunity Employer



RE: Aaron Ruby

To Whom It May Concern:

Aaron Ruby asked me to write a letter of recommendation for his services as an architect on a historic preservation project. I have no hesitation in offering an enthusiastic recommendation. And I mean enthusiastic. Aaron never forgot who his client was, but he also was a sterling advocate for the structure he was working on. He was unfailingly pleasant to work with and he was entirely professional in his work with us and with the contractor. He was knowledgeable in the field of restoration and preservation, and always ready and willing to let the project teach him more. That's because he knows what questions to ask of the client, of architectural history, and of the structure itself.

I have spent almost 40 years in the historic house / history museum field – through a number of construction projects – and there is no preservation architect I would recommend higher than Aaron. Please call me if you have any questions. My direct line is 501-324-9308.

With best wishes, I remain,

Sincerely,

William B. Worthen, Jr.
Director

AGENDA REQUEST

FOR: COUNCIL MEETING OF May 21st, 2013

FROM:

MAYOR JORDAN AND COUNCILMEMBER SARAH MARSH

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution to Express the City Council's Intent to Examine the Feasibility of Preserving the Historic Woolsey Family Homestead

APPROVED FOR AGENDA:


Mayor Lioneld Jordan

5/8/13
Date


Councilmember Sarah Marsh

5/8/2013
Date


City Attorney Kit Williams

5-8-13
Date

RESOLUTION NO. 114-13

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO EXAMINE THE FEASIBILITY OF PRESERVING THE HISTORIC WOOLSEY FAMILY HOMESTEAD IN WEST FAYETTEVILLE

WHEREAS, the City Council has long supported the goal of fostering the preservation of historic structures in Fayetteville; and

WHEREAS, Samuel and Matilda Woolsey moved to Washington County, Arkansas, and established their rural homestead here in 1830; and

WHEREAS, the Woolsey Family homestead was purchased in 1998 by the City of Fayetteville as part of the land acquisition needed for the Westside Wastewater Treatment Plant ;and

WHEREAS, the Woolsey house is one of the oldest homes or structures in Fayetteville, but is in need of substantial preservation efforts to ensure it and its grounds survive; and

WHEREAS, the City Administration had studied and considered preservation efforts for the Woolsey homestead a few years ago, but did not decide to begin preservation efforts at that time; and

WHEREAS, the City Council believes economic conditions now allow an examination of the feasibility of preservation efforts that could be undertaken, and requests that the City Administration work with the Historic District Commission of Fayetteville, the Washington County Historical Society, Fayetteville Forward Historic Heritage Resources Group, and other interested persons and groups to determine the best and most cost effective manner to preserve this historic structure and its grounds, including outbuildings and cemetery; and

WHEREAS, the City Council requests that the Administration report back to the City Council with recommendations about the best and most cost effective manners to preserve the Woolsey Family homestead and how this house and its surrounding land can be best made available and useful to our citizens and school children.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to examine the feasibility of the preservation of the historic Woolsey Family homestead and grounds, including outbuildings and cemetery in west Fayetteville and requests that the City Administration meet with all interested groups and persons about this project and present feasibility, preservation and utilization plans for the Woolsey Family homestead and grounds.

Page 2
Resolution No. 114-13

PASSED and APPROVED this 21st day of May 2013.

APPROVED:

By: 
LIONELD JORDAN, Mayor

ATTEST:

By: 
LISA BRANSON, Deputy City Clerk



From: David Jurgens
To: Williams, Kit
Date: 5/7/2013 1:09 PM
Subject: Woolsey Family History
Attachments: West Side WWTP Site with potential Nov09.pdf

Kit,

A brief history. I'll search for more.

I have also attached the November 2009 potential site plan.

David

Woolsey Family History

The Woolsey Wet Prairie Sanctuary is named after, and was a part of, the original farm settled in 1830 by Samuel Gilbert Woolsey (1791-1858) and his wife, Matilda (1794-1871) only two years after Washington County was formed, and six years before Arkansas achieved statehood.

Samuel Woolsey was born and raised on a Kentucky farm, and grew into manhood as a noted hunter and scout. In 1808, he lived for a period of time in Missouri, later marrying Matilda Thompson about 1810 in Illinois. After Samuel served in the War of 1812, he moved his family to Hempstead County, Arkansas in 1814, and later moved to the homestead on this property owned by the City of Fayetteville in 1830, where both he and his wife died and were buried.

The Woolsey's participated with four other couples to form the Farmington Ebenezer Methodist Church in 1833. A building plot was offered by the Kinnibrough couple and a small log building was erected with one door and a window, split log benches and one song book Mrs. Kinnibrough brought from Virginia. The singing was read line by line and led by the song leader. A Circuit Rider came once each month for church services or for memorial services for those who died during the month.

Being a War of 1812 veteran is most likely the reason the Woolsey's came to northwest Arkansas. Veterans of the War of 1812 received quarter sections of prairie land in Arkansas as compensation for war duty. Together, Samuel and Matilda had thirteen children, some of whom are buried at the Woolsey Cemetery located on this property.

West Side WWTF Site Conceptual Master Plan

DRAFT of November 17, 2009



0 305 610 1,220 1,830 Feet

Wetlands Mitigation Site

WWT Plant and Expansion Area

Perimeter Trails

Gas Transmission Main

Ozarks Electric Property

Recycling Drop Off Site

Wetlands Bank

Sewer Mains

Broyles Sewer Lift Station



✓ **9. Amend Chapter 151.01 Definitions – Tandem Lot:** An ordinance to amend the definition of “Tandem Lot” in §151.01 Definitions of the Unified Development Code.

Consent ✓ **10. Ruby Architect’s, Inc.:** A resolution to approve a contract with Ruby Architect’s, Inc. in an amount not to exceed \$13,570.00 for architectural services for the Woolsey Homestead and to approve the attached budget adjustment.

E. City Council Agenda Session Presentations:

✓ **1. Walton Arts Center Expansion Plans – WAC Staff**

F. City Council Tour:

1. December 2, 2103 – 4:00 PM – Mt. Kessler

G. Announcements:

Adjournment:

Pre Agenda Meeting 10/23/13

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
November 05, 2013**

A meeting of the Fayetteville City Council will be held on November 05, 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. Fayetteville Town Center Report – Sandra Bennett

Agenda Additions:

A. Consent:

- ✓ 1. Approval of the October 15, 2013 City Council meeting minutes.
- ✓ 2. **Preferred Office Products, Inc.:** A resolution authorizing the purchase of six (6) Cannon copiers in the total amount of \$40,468.26, pursuant to a state procurement contract, from Preferred Office Products, Inc. of Fayetteville.

B. Unfinished Business:

1. ^{WDC} ~~Amend §164.11~~ **Height and Setback Regulations; Exceptions:** An ordinance to Amend §§161.16, 161.18, 161.19, 161.20, 161.21, 161.22, 161.23, 161.24, and 161.25 to change setbacks and stepbacks for adjoining property and height limitations for several districts and to amend §164.11 Height and Setback Regulations; Exceptions to reduce or eliminate setbacks in certain circumstances, to require wider sidewalks for buildings higher than 36 feet and to provide a building height variance for buildings receiving LEED Gold Certification and meeting other requirements, and to amend §156.02 (F) to authorize a requirement for a height variance applicant to provide a viewshed analysis or sun/shadow study. *This ordinance was left on the First Reading at the September 17, 2013 City Council meeting. This ordinance was left on the Second Reading at the October 01, 2013 City Council meeting. This ordinance was left on the Third Reading, Tabled to the November 5, 2013 City Council meeting and referred to the Planning Commission at the October 15, 2013 City Council meeting.*

Left on the Third Reading

2. **RZN 13-4467 (Mount Comfort and Shiloh/Kum & Go):** An ordinance rezoning that property described in rezoning petition RZN 13-4467, for approximately 1.65 acres located at the northwest corner of Mount Comfort Road and Shiloh Drive from R-A, Residential Agricultural and RSF-4, Residential Single-Family, 4 units per acre, to C-1, Neighborhood Commercial. *This ordinance was left on the First Reading at the October 01, 2013 City Council meeting. This ordinance was left on the Second Reading at the October 15, 2013 City Council meeting.*

Left on the Second Reading

3. **Amend Chapter 115 Pawnbrokers:** An ordinance amending Chapter 115: Pawnbrokers of the Code of Fayetteville, renaming it to Chapter 115: Pawnbrokers and Secondhand Dealers, requiring licensure of secondhand dealers and requiring electronic reporting of certain items purchased by secondhand dealers. *This ordinance was left on the First Reading at the October 15, 2013 City Council meeting.*

Left on the First Reading

4. **Boston Mountain Solid Waste District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with the Boston Mountain Solid Waste District in the amount of \$25,000.00 for an environmental and recycling education program. *This ordinance was left on the Second Reading at the October 15, 2013 City Council meeting.*

Left on the Second Reading

- ✓
V. Amend Chapter 151.01 Definitions – Tandem Lot: An ordinance to amend the definition of “Tandem Lot” in §151.01 Definitions of the Unified Development Code.

E. City Council Agenda Session Presentations:

- 1. Walton Arts Center Expansion Plans – WAC Staff**

F. City Council Tour:

- 1. December 2, 2103 – 4:00 PM – Mt. Kessler**

G. Announcements:

Adjournment:

Branson, Lisa

From: Branson, Lisa
Sent: Friday, October 18, 2013 9:07 AM
To: Jurgens, David; Chung Tan
Cc: Pate, Jeremy; Marr, Don
Subject: RE: Request to Delay Council Presentation

All,

I have placed the WAC Presentation on the November 5th agenda to be presented at the October 29th Agenda Session.

The Economic Development Presentation has been moved to the November 19th agenda to be presented at the November 12th Agenda Session.

Have a nice day!
Lisa

From: Jurgens, David
Sent: Thursday, October 17, 2013 2:36 PM
To: Chung Tan
Cc: Pate, Jeremy; Marr, Don; Branson, Lisa
Subject: RE: Request to Delay Council Presentation

Chung,

Thank you.

Lisa, please put the presentation on as "Walton Arts Center Expansion Plans" to be presented by the WAC staff.

David

From: Chung Tan [<mailto:CTan@fayetteville-ar.com>]
Sent: Thursday, October 17, 2013 1:56 PM
To: Jurgens, David
Cc: Pate, Jeremy; Marr, Don; Branson, Lisa
Subject: RE: Request to Delay Council Presentation

Hi David:

Sure. It will not be a problem for us.

See you guys on the 12th.

Chung

From: Jurgens, David [<mailto:djurgens@fayetteville-ar.gov>]
Sent: Thursday, October 17, 2013 1:48 PM
To: Chung Tan

Cc: Pate, Jeremy; Marr, Don; Branson, Lisa

Subject: Request to Delay Council Presentation

Chung,

Would it be acceptable for you to move your City Council economic development presentation from its scheduled date of October 29th to November 12th?

The Walton Arts Center would like to present their expansion plans on October 29th, and having two presentations makes for a very cumbersome meeting and a somewhat inattentive audience. Timing on their presentation is fairly important- the 29th is the perfect date for them.

Thank you,

David

FAYETTEVILLE REGIONAL PARK

A place for recreation, restoration and healthy lifestyles
PHASE 1 WITH BOND FUNDING



Location Map

N

Conceptual Master Plan

The Regional Park is located west of I-540 on Cato Springs Rd. The City of Fayetteville currently has \$4.5M for development of the Soccer Complex and Great Lawn. The proposed \$3.5M bond would help provide at least three of the proposed Baseball Fields along with a large pavilion and playground for the Great Lawn. The park will serve over 3,000 participants and their families from youth programs alone. The Fayetteville Regional Park will have something for everyone!

Fayetteville's Regional Park will provide invaluable space for people of all ages and abilities to enjoy and connect with nature through active and passive recreational opportunities. The park, once complete, will include:

- Picnic areas
- Soccer fields
- Pavilions
- Baseball fields
- Playgrounds
- Tennis courts
- Nature trails
- Softball fields
- Great lawn
- Water features
- Sand volleyball
- Amphitheatre
- Basketball
- Multi-purpose fields
- Dog park
- Disc golf



Rendering of complete Regional Park

The Special Bond Election will be held on November 12, 2013.