

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Alderman Justin Tennant
Ward 3 Position 1

Alderman Sarah Bunch
Ward 3 Position 2

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
July 6, 2017**

A meeting of the Fayetteville City Council was held on July 6, 2017 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports, and Discussion Items.

Agenda Additions

A. Consent:

1. Approval of the June 20, 2017 City Council Meeting Minutes.

Approved

2. **BID #17-33 VANCE BROTHERS, INC.:** A resolution to award bid #17-33 and authorize a contract with Vance Brothers, Inc. for asphalt microsurfacing of city streets at a cost of \$2.28 per square foot as needed through the end of 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 129-17

3. **BID #17-34 GRAND TRUCK EQUIPMENT COMPANY, LLC:** A resolution to award bid #17-34 and authorize the purchase of a Ford F550 with Dakota body and aerial platform from Grand Truck Equipment Company, LLC of Afton, Oklahoma in the amount of \$103,115.00 for use by the Transportation Department.

THIS RESOLUTION WAS REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION. PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 130-17

4. **BID #17-35 LEWIS FORD SALES, INC.:** A resolution to award bid #17-35 and authorize the purchase of a Ford E350 Box Truck from Lewis Ford Sales, Inc. of Fayetteville, Arkansas in the amount of \$37,007.00 for use by the Recycling and Trash Collection Division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 131-17

5. **BID #17-36 ALTEC INDUSTRIES, INC.:** A resolution to award bid #17-36 and authorize the purchase of a Ford F750 with Altec Aerial Platform from Altec Industries, Inc. of Creedmoor, North Carolina in the amount of \$132,212.00 for use by the Parks and Recreation Department and the Transportation Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 132-17

6. **ARKANSAS OCCUPATIONAL MEDICINE SERVICES, P.A. D/B/A ARKANSAS OCCUPATIONAL HEALTH CLINIC:** A resolution to authorize a one year contract with an option to renew for up to four additional one year terms with Arkansas Occupational Medicine Services, P.A. D/B/A Arkansas Occupational Health Clinic in an amount not to exceed \$50,000.00 for physical exams and health screenings for Fire Department employees at a cost of \$264.00 to \$575.00 per exam.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 133-17

B. Unfinished Business:

1. **RZN 17-5776: (1320 S. COLLEGE AVE./SUGARLAND PROPERTIES):** An ordinance to rezone that property described in rezoning petition rzn 17-5776 for approximately 0.31 acres located at 1320 South College Avenue from nc, neighborhood conservation to ri-u, residential intermediate, urban.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5983

C. New Business:

1. **BID #17-37 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC.:** A resolution to award bid #17-37 and authorize the purchase of a John Deere 5100e tractor with mowing attachment and a John Deere 6110m tractor with mowing attachment from Countryside Farm and Lawn Equipment Company, Inc. in the total amount of \$202,099.00 for use by the Transportation Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 134-17

2. **BID #17-32 GOINS ENTERPRISES, INC.:** A resolution to award bid #17-32 and authorize a contract with Goins Enterprises, Inc. in the amount of \$1,919,872.00 for the construction of the Martin Luther King, Jr. Boulevard, Huntsville Road, and Garden Park Apartments waterline improvement projects, to approve a project contingency in the amount of \$288,000.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 135-17

3. **COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA):** A resolution to approve a change in the city's public access television policy and to amend the contract with Community Access Television, Inc. D/B/A Your Media to expand public access services to residents of Washington County and Benton County for an annual fee of \$50.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 136-17

4. **RZN 17-5802: (147 E. SPRING ST./TEAGUE):** An ordinance to rezone that property described in rezoning petition rzn 17-5802 for approximately 0.31 acres located at 147 East Spring Street from rmf-24, residential multi family, 24 units per acre to ri-u, residential intermediate, urban.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5984

5. **R RZN 17-5803: (E. OF OLD MISSOURI RD. & ROLLING HILLS DR. KEENAN):** An ordinance to rezone that property described in rezoning petition rzn 17-5803 for approximately 10.86 acres located east of the intersection of Old Missouri Road and Rolling Hills drive from rsf-4, residential single family, 4 units per acre to ns-g, neighborhood services, general.

THIS ORDINANCE WAS LEFT ON THE FIRST READING.

6. **VAC 17-5815 (429 N. VINSON AVE./MERRITT):** An ordinance to approve vac 17-5815 for property located at 492 North Vinson Avenue to vacate a portion of a street right-of-way.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5985

7. **AMEND CHAPTER 167: TREE PRESERVATION AND PROTECTION:** An ordinance to amend chapter 167 Tree Preservation and Protection of the unified development code to make clerical revisions including defining certain terms, removing definitions of terms that are defined in other portions of the unified development code, and correcting ambiguous or unclear names and terms.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5986

- 8. TRAFFIC CALMING INSTALLATION:** A resolution to express the intention of the City Council to include funding in the 2018 budget for additional traffic calming installation within city streets.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 137-17

D. City Council Agenda Session Presentations:

1. Agenda session presentation - CH2M Annual report, Steve Carpenter.
2. Agenda session presentation - summary of the April 29, 2017 Flooding Event.

E. City Council Tour

F. Announcements

Adjournment: 7:55 p.m.

City Council Meeting:

July 6, 2017

Adjourn: 7:55 PM

Subject:	Roll				
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Bunch	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Mayor Jordan	✓			

9-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Bunch				
	La Tour				
	Long				
	Gray				
	Mayor Jordan				

Subject:	Consent <i>A.3 Bid # 17:34 removed for discussion</i>				
Motion To:		<i>Approve</i>			
Motion By:		<i>Marsh</i>			
Seconded:		<i>Tennant</i>			
A.1- A.6 Consent <i>A.1- A.2</i> <i>A.4- A.6</i> <i>Approved</i> <i>129-17</i> <i>131-17</i> <i>132-17</i> <i>133-17</i>	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Mayor Jordan				

8-0

Subject:	<i>Bid # 17-34 Grand Truck Equip.</i>				
Motion To:		<i>Remove from Consent</i>	<i>Amend</i>	<i>Approve</i>	
Motion By:		<i>Long</i>	<i>Marsh</i>	<i>Gray</i>	
Seconded:		<i>Marsh</i>	<i>Gray</i>	<i>Marsh</i>	
<i>A.3</i> <i>Removed from Consent</i> <i>Approved</i> <i>130-17</i>	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Bunch	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	La Tour	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Mayor Jordan				

8-0

8-0

8-0

Subject:		RZN 17-5776: (1320 S. COLLEGE AVE./SUGARLAND PROPERTIES)			
Motion To:		3rd Read	Approve		
Motion By:		Marsh			
Seconded:		Tennant			
B. 1 Unfinished Business <u>Approved</u> 5983	Marsh	✓	✓		
	Kinion	✓	✓		
	Petty	Recuse	Recuse		
	Tennant	✓	✓		
	Bunch	✓	✓		
	La Tour	✓	✓		
	Long	✓	✓		
	Gray	✓	✓		
	Mayor Jordan				

7-0

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
Unfinished Business	Marsh				
	Kinion				
	Petty				
	Tennant				
	Bunch				
	La Tour				
	Long				
	Gray				
	Mayor Jordan				

Subject:		BID #17-37 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC.			
Motion To:		<i>Allow additional Speaker time</i>	<i>Table</i>	<i>Approve</i>	
Motion By:		<i>La Tour</i>	<i>La Tour</i>	<i>Gray</i>	
Seconded:		<i>Long</i>	<i>Long</i>	<i>Marsh</i>	
C. 1 New Business <i>Approved</i> <i>134-17</i>	Marsh	✓	N	✓	
	Kinion	✓	N	✓	
	Petty	✓	N	✓	
	Tennant	✓	N	✓	
	Bunch	✓	N	✓	
	La Tour	✓	✓	✓	
	Long	✓	N	✓	
	Gray	✓	N	✓	
	Mayor Jordan				

8-0

1-7
Failed

8-0

Subject:		BID #17-32 GOINS ENTERPRISES, INC.			
Motion To:		<i>Approve</i>			
Motion By:		<i>Kinion</i>			
Seconded:		<i>Marsh</i>			
C. 2 New Business <i>Approved</i> <i>135-17</i>	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Bunch	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Mayor Jordan				

8-0

Subject:		COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA			
Motion To:		<i>Approve</i>			
Motion By:		<i>Long</i>			
Seconded:		<i>Marsh</i>			
C. 3 New Business <i>Approved</i> <i>136-17</i>	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Mayor Jordan				

8-0

Subject:		RZN 17-5802: (147 E. SPRING ST./TEAGUE)			
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Approve</i>	
Motion By:		<i>Marsh</i>	<i>Marsh</i>		
Seconded:		<i>Gray</i>	<i>Gray</i>		
C. 4 New Business <i>Approved</i> <i>3984</i>	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>Absent</i>	<i>Absent</i>	<i>Absent</i>	
	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Bunch	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	La Tour	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Long	<i>Absent</i>	<i>Absent</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Mayor Jordan				

6-0

6-0

7-0

Subject:	RZN 17-5803: (E. OF OLD MISSOURI RD. & ROLLING HILLS DR. KEENAN)				
Motion To:					
Motion By:					
Seconded:					
C. 5 New Business <i>Left on First Reading</i>	Marsh				
	Kinion				
	Petty				
	Tennant				
	Bunch				
	La Tour				
	Long				
	Gray				
	Mayor Jordan				

Subject:	VAC 17-5815 (429 N. VINSON AVE./MERRITT)				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Approve</i>	
Motion By:		<i>Marsh</i>	<i>Long</i>		
Seconded:		<i>Long</i>	<i>Marsh</i>		
C. 6 New Business <i>Approve</i> <i>5985</i>	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Bunch	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	La Tour	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Mayor Jordan				

8-0

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8-0

Subject:		AMEND CHAPTER 167: TREE PRESERVATION AND PROTECTION			
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Long	Marsh		
Seconded:		Marsh	Gray		
C. 7 New Business <u>Approved</u> 5984	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Mayor Jordan				

7-1

7-1

7-1

Subject:		TRAFFIC CALMING INSTALLATION			
Motion To:		Approve			
Motion By:		Marsh			
Seconded:		Petty			
C. 8 New Business <u>Approved</u> 137-17	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Bunch	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Mayor Jordan				

8-0



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: July 7, 2017

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of July 6, 2017

1. A resolution to award bid #17-33 and authorize a contract with Vance Brothers, Inc. for asphalt microsurfacing of city streets at a cost of \$2.28 per square foot as needed through the end of 2017.
2. A resolution to award bid #17-34 and authorize the purchase of a Ford F550 with Dakota body and aerial platform from Grand Truck Equipment Company, LLC of Afton, Oklahoma in the amount of \$103,115.00 for use by the Transportation Department, and to approve a budget adjustment.
3. A resolution to award bid #17-35 and authorize the purchase of a Ford E350 box truck from Lewis Ford Sales, Inc. of Fayetteville, Arkansas in the amount of \$37,007.00 for use by the Recycling and Trash Collection Division.
4. A resolution to award bid #17-36 and authorize the purchase of a Ford F750 with Altec aerial platform from Altec Industries, Inc. of Creedmoor, North Carolina in the amount of \$132,212.00 for use by the Parks and Recreation Department and the Transportation Department.
5. A resolution to authorize a one year contract with an option to renew for up to four additional one year terms with Arkansas Occupational Medicine Services, P.A. D/B/A Arkansas Occupational Health Clinic in an amount not to exceed \$50,000.00 for physical exams and health screenings for Fire Department employees at a cost of \$264.00 to \$575.00 per exam.
6. An ordinance to rezone that property described in rezoning petition RZN 17-5776 for approximately 0.31 acres located at 1320 South College Avenue from NC, Neighborhood Conservation to RI-U, Residential Intermediate, Urban.

7. A resolution to award bid #17-37 and authorize the purchase of a John Deere 5100E tractor with mowing attachment and a John Deere 6110M tractor with mowing attachment from Countryside Farm and Lawn Equipment Company, Inc. in the total amount of \$202,099.00 for use by the Transportation Department.

8. A resolution to award bid #17-32 and authorize a contract with Goins Enterprises, Inc. in the amount of \$1,919,872.00 for the construction of the Martin Luther King, Jr. Boulevard, Huntsville Road, and Garden Park Apartments waterline improvement projects, to approve a project contingency in the amount of \$288,000.00, and to approve a budget adjustment.

9. A resolution to approve a change in the city's Public Access Television policy and to amend the contract with Community Access Television, Inc. D/B/A Your Media to expand public access services to residents of Washington County and Benton County for an annual fee of \$50.00.

10. An ordinance to rezone that property described in rezoning petition RZN 17-5802 for approximately 0.31 acres located at 147 East Spring Street from RMF-24, Residential Multi Family, 24 units per acre to RI-U, Residential Intermediate, Urban.

11. An ordinance to approve VAC 17-5815 for property located at 492 North Vinson Avenue to vacate a portion of a street right-of-way.

12. An ordinance to amend Chapter 167 Tree Preservation and Protection of the Unified Development Code to make clerical revisions including defining certain terms, removing definitions of terms that are defined in other portions of the Unified Development Code, and correcting ambiguous or unclear names and terms.

13. A resolution to express the intention of the City Council to include funding in the 2018 budget for additional traffic calming installation within city streets.

City of Fayetteville, Arkansas

*113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323*



Meeting Agenda - Final Agenda

Thursday, July 6, 2017

5:30 PM

City Hall Room 219

City Council Meeting

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Sarah Bunch Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:

*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:****Agenda Additions:****A. Consent:****A. 1** [2016-0578](#)

APPROVAL OF THE JUNE 20, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 [2017-0317](#)**BID #17-33 VANCE BROTHERS, INC.:**

A RESOLUTION TO AWARD BID #17-33 AND AUTHORIZE A CONTRACT WITH VANCE BROTHERS, INC. FOR ASPHALT MICROSURFACING OF CITY STREETS AT A COST OF \$2.28 PER SQUARE FOOT AS NEEDED THROUGH THE END OF 2017

Attachments: [BID #17-33 VANCE BROTHERS, INC.](#)

A. 3 [2017-0311](#)**BID #17-34 GRAND TRUCK EQUIPMENT COMPANY, LLC:**

A RESOLUTION TO AWARD BID #17-34 AND AUTHORIZE THE PURCHASE OF A FORD F550 WITH DAKOTA BODY AND AERIAL PLATFORM FROM GRAND TRUCK EQUIPMENT COMPANY, LLC OF AFTON, OKLAHOMA IN THE AMOUNT OF \$103,115.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments: [BID #17-34 GRAND TRUCK EQUIPMENT COMPANY, LLC](#)
 [BA BID #17-34 GRAND TRUCK EQUIPMENT COMPANY, LLC](#)

A. 4 [2017-0312](#)**BID #17-35 LEWIS FORD SALES, INC.:**

A RESOLUTION TO AWARD BID #17-35 AND AUTHORIZE THE PURCHASE OF A FORD E350 BOX TRUCK FROM LEWIS FORD SALES, INC. OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$37,007.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: [BID #17-35 LEWIS FORD SALES, INC.](#)

A. 5 [2017-0310](#)**BID #17-36 ALTEC INDUSTRIES, INC.:**

A RESOLUTION TO AWARD BID #17-36 AND AUTHORIZE THE PURCHASE OF A FORD F750 WITH ALTEC AERIAL PLATFORM FROM ALTEC INDUSTRIES, INC. OF CREEDMOOR, NORTH CAROLINA IN THE AMOUNT OF \$132,212.00 FOR USE BY THE PARKS AND RECREATION DEPARTMENT AND THE TRANSPORTATION DEPARTMENT

Attachments: [BID #17-36 ALTEC INDUSTRIES, INC.](#)

A. 6 [2017-0324](#)**ARKANSAS OCCUPATIONAL MEDICINE SERVICES, P.A. D/B/A ARKANSAS OCCUPATIONAL HEALTH CLINIC:**

A RESOLUTION TO AUTHORIZE A ONE YEAR CONTRACT WITH AN OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS WITH ARKANSAS OCCUPATIONAL MEDICINE SERVICES, P.A. D/B/A ARKANSAS OCCUPATIONAL HEALTH CLINIC IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR PHYSICAL EXAMS AND HEALTH SCREENINGS FOR FIRE DEPARTMENT EMPLOYEES AT A COST OF \$264.00 TO \$575.00 PER EXAM

Attachments: [ARKANSAS OCCUPATIONAL MEDICINE SERVICES, P.A. D/B/A ARKANSAS C](#)

B. Unfinished Business:

B. 1 [2017-0268](#)**RZN 17-5776: (1320 S. COLLEGE AVE./SUGARLAND PROPERTIES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5776 FOR APPROXIMATELY 0.31 ACRES LOCATED AT 1320 SOUTH COLLEGE AVENUE FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE, URBAN

Attachments: [RZN 17-5776: \(1320 S. COLLEGE AVE./SUGARLAND PROPERTIES\)](#)

At the June 20, 2017 City Council Meeting this ordinance was was left on the second reading. At the June 6, 2017 City Council Meeting this ordinance was was left on the first reading.

C. New Business:**C. 1** [2017-0309](#)**BID #17-37 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC.:**

A RESOLUTION TO AWARD BID #17-37 AND AUTHORIZE THE PURCHASE OF A JOHN DEERE 5100E TRACTOR WITH MOWING ATTACHMENT AND A JOHN DEERE 6110M TRACTOR WITH MOWING ATTACHMENT FROM COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC. IN THE TOTAL AMOUNT OF \$202,099.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments: [BID #17-37 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC.](#)

C. 2 [2017-0320](#)**BID #17-32 GOINS ENTERPRISES, INC.:**

A RESOLUTION TO AWARD BID #17-32 AND AUTHORIZE A CONTRACT WITH GOINS ENTERPRISES, INC. IN THE AMOUNT OF \$1,919,872.00 FOR THE CONSTRUCTION OF THE MARTIN LUTHER KING, JR. BOULEVARD, HUNTSVILLE ROAD, AND GARDEN PARK APARTMENTS WATERLINE IMPROVEMENT PROJECTS, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$288,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [BID #17-32 GOINS ENTERPRISES, INC.](#)

[BA BID #17-32 GOINS ENTERPRISES, INC.](#)

C. 3 [2017-0287](#)**COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA:**

A RESOLUTION TO APPROVE A CHANGE IN THE CITY'S PUBLIC ACCESS TELEVISION POLICY AND TO AMEND THE CONTRACT WITH COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA TO EXPAND PUBLIC ACCESS SERVICES TO RESIDENTS OF WASHINGTON COUNTY AND BENTON COUNTY FOR AN ANNUAL FEE OF \$50.00

Attachments: [COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA](#)

C. 4 [2017-0338](#)**RZN 17-5802: (147 E. SPRING ST./TEAGUE):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5802 FOR APPROXIMATELY 0.31 ACRES LOCATED AT 147 EAST SPRING STREET FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE, URBAN

Attachments: [RZN 17-5802: \(147 E. SPRING ST./TEAGUE\)](#)

C. 5 [2017-0335](#)**RZN 17-5803: (E. OF OLD MISSOURI RD. & ROLLING HILLS DR. KEENAN):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5803 FOR APPROXIMATELY 10.86 ACRES LOCATED EAST OF THE INTERSECTION OF OLD MISSOURI ROAD AND ROLLING HILLS DRIVE FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES, GENERAL

Attachments: [RZN 17-5803 \(E. OF OLD MISSOURI RD. & ROLLING HILLS DR./ KEENAN\)](#)
[ADDITIONAL RZN 17-5803 E. OF OLD MISSOURI RD. & ROLLING HILLS DR. \]](#)

C. 6 [2017-0337](#)**VAC 17-5815 (429 N. VINSON AVE./MERRITT):**

AN ORDINANCE TO APPROVE VAC 17-5815 FOR PROPERTY LOCATED AT 492 NORTH VINSON AVENUE TO VACATE A PORTION OF A STREET RIGHT-OF-WAY

Attachments: [VAC 17-5815 \(429 N. VINSON AVE./MERRITT\)](#)

C. 7 [2017-0332](#)**AMEND CHAPTER 167: TREE PRESERVATION AND PROTECTION:**

AN ORDINANCE TO AMEND CHAPTER 167 **TREE PRESERVATION AND PROTECTION** OF THE UNIFIED DEVELOPMENT CODE TO MAKE CLERICAL REVISIONS INCLUDING DEFINING CERTAIN TERMS, REMOVING DEFINITIONS OF TERMS THAT ARE DEFINED IN OTHER PORTIONS OF THE UNIFIED DEVELOPMENT CODE, AND CORRECTING AMBIGUOUS OR UNCLEAR NAMES AND TERMS

Attachments: [AMEND CHAPTER 167: TREE PRESERVATION AND PROTECTION](#)

C. 8 [2017-0349](#)**TRAFFIC CALMING INSTALLATION:**

A RESOLUTION TO EXPRESS THE INTENTION OF THE CITY COUNCIL TO INCLUDE FUNDING IN THE 2018 BUDGET FOR ADDITIONAL TRAFFIC CALMING INSTALLATION WITHIN CITY STREETS

Attachments: [Legistar Packet - RES Traffic Calming](#)

D. City Council Agenda Session Presentations:**D. 1** [2017-0343](#)

AGENDA SESSION PRESENTATION - CH2M ANNUAL REPORT, STEVE CARPENTER

D. 2 [2017-0328](#)

AGENDA SESSION PRESENTATION - SUMMARY OF THE APRIL 29, 2017 FLOODING EVENT

E. City Council Tour:**F. Announcements:****G. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

All interested persons may appear and address the City Council on Unfinished Business, New Business, and Public Hearings at City Council meetings. If you wish to address the City Council on an agenda item, please wait for the Mayor or Chair to request public comment then queue behind the podium. When the Mayor or Chair recognizes you, approach the podium and give your name and address. Comments are to be addressed to the Mayor or Chair. The Mayor or Chair will direct your comments to the appropriate elected officials, staff, or others for response. Keep your comments respectful, brief, to the point, and relevant to the agenda item being considered. Each speaker from the public will be allowed one turn at the microphone for discussion of an agenda item.

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.

Unfinished 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 a City Council member later to answer questions. City staff, City Council members, and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item.

Public Comments: Public comment shall be allowed for all members of the audience on all items of unfinished and new business and subjects of public hearings. A simple majority of the City Council members, present and voting, may authorize a representative of a Fayetteville citizens' group opposing the ordinance or resolution to present an electronic visual aid not to exceed five minutes, but no other electronic visual aid presentations will be allowed; however, 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's 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 City Council member 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 Telecommunications Device for the Deaf (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 479-575-8330.

A copy of the complete City Council agenda is available on our website at www.fayetteville-ar.gov or in the Office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas (479) 575-8323.

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

Dear Andrew

My name is Tanya Owen and I am writing about a proposed rezoning issue on your agenda tonight. I have spoken with Jorgensen & Associates and I believe I understand what is being requested. My home will be approximately 1100 ft from this development.

I am personally very concerned about increasing traffic flow on the already congested Old Missouri/ Old Wire interchange. Further, I do not see the need for additional commercial space in Fayetteville, when the center directly across the street from this proposed rezoning already has multiple places that are usually (as they are now) unoccupied. Finally and selfishly, I am concerned about bringing additional commercial traffic to this area, which is so near to Butterfield Elementary. While my children have aged out of this school, this is our neighborhood school and having commercial entities so close to the children is entirely unnecessary, given the numerous commercial spaces for lease in Fayetteville. My husband and I are both small business owners in Fayetteville and we have numerous choices when looking for office space, such as what is being proposed. I see no need for more.

Thank you for your consideration.

Tanya

--

Tanya Rutherford Owen, Ph.D., CRC, CLCP, LPC
Owen Vocational Services, Inc.
1130 E Millsap
Fayetteville, AR 72703
(479) 695-1772
Fax (501) 421-6043

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Alderman Justin Tennant
Ward 3 Position 1

Alderman Sarah Bunch
Ward 3 Position 2

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
June 20, 2017**

A meeting of the Fayetteville City Council was held on June 20, 2017 at 5:30 p.m. 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, Matthew Petty, Justin Tennant, Sarah Bunch, Mayor Lioneld Jordan, City Attorney Kit Williams, Deputy City Clerk Lisa Branson, Staff, Press, and Audience.

Alderman Petty arrived after roll call.

Alderman Mark Kinion, John La Tour, and Alan Long were absent.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports, and Discussion Items: None

Agenda Additions:

Cato Springs Trail Lighting: A resolution to express the willingness of the City of Fayetteville to apply for and utilize Federal-Aid Transportation Alternatives Program 80/20 grant funds in an amount of up to \$280,000.00 available through the Northwest Arkansas Regional Planning Commission and to approve a local match of up to \$70,000.00 for the installation of lighting along the Cato Springs Trail.

Alderman Marsh moved to add the item to the agenda. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman Gray, Marsh, Petty, Tennant, and Bunch voting yes. Mayor Jordan voting yes. Alderman Kinion, La Tour, and Long were absent.

Matt Mihalevich, Trails Coordinator gave a brief description of the resolution. He stated the grant is due on June 30, 2017 and therefore was requesting to walk the item on at the City Council meeting.

Alderman Marsh moved to approve the resolution. Alderman Tennant seconded the motion. Upon roll call the resolution passed 5-0. Alderman Gray, Marsh, Petty, Tennant, and Bunch voting yes. Alderman Kinion, La Tour, and Long were absent.

Resolution 125-17 as recorded in the office of the City Clerk

Consent:

Approval of the June 6, 2017 City Council Meeting Minutes.

Approved

Police Department Donation Revenue: A resolution to approve a budget adjustment in the total amount of \$7,700.00 recognizing donation revenue to the Fayetteville Police Department.

Resolution 126-17 as recorded in the office of the City Clerk

Certified Local Government Grant: A resolution to approve a grant agreement with the Arkansas Historic Preservation Program for a Certified Local Government Grant in the amount of \$14,291.00, and to approve a budget adjustment.

Resolution 127-17 as recorded in the office of the City Clerk

Alderman Marsh moved to accept the Consent Agenda as read. Alderman Tennant seconded the motion. Upon roll call the motion passed 5-0. Alderman Gray, Marsh, Petty, Tennant, and Bunch voting yes. Alderman Kinion, La Tour, and Long were absent.

Public Hearing:

Raze and Removal 265 West Nonnamaker Drive: A resolution to order the razing and removal of a dilapidated and unsafe structure on property owned by Harold and Rosetta Harmon located at 265 West Nonnamaker Drive in the City of Fayetteville, Arkansas, and to approve a budget adjustment. *At the June 6, 2017 City Council Meeting this resolution was tabled to the June 20, 2017 City Council Meeting. At the May 16, 2017 City Council Meeting this resolution was tabled to the June 6, 2017 City Council Meeting.*

Mayor Jordan opened the Public Hearing.

David Carver, Code Compliance Administrator gave a brief description of the resolution. He stated the item had been tabled at two City Council meetings and since that time Code Compliance and Building Safety has not had any communication with the property owner and no building permits have been applied for or issued to date.

Mayor Jordan asked if the applicant was at the City Council meeting and it was confirmed that he was not.

Mayor Jordan closed the Public Hearing.

Alderman Marsh moved to approve the resolution. Alderman Gray seconded the motion. Upon roll call the motion passed 5-0. Alderman Gray, Marsh, Petty, Tennant, and Bunch voting yes. Alderman Kinion, La Tour, and Long were absent.

Resolution 128-17 as recorded in the office of the City Clerk

Unfinished Business:

RZN 17-5772 (810 S. Cherry Ln./ Sweetser Properties): An ordinance to rezone that property described in rezoning petition RZN 17-5772 for approximately 0.53 acres located at 810 South Cherry Lane from RSF-4, Residential Single Family, 4 units per acre to RMF-24, Residential Multi-Family, 24 units per acre. *At the June 6, 2017 City Council Meeting this ordinance was left on the second reading.*

Alderman Tennant moved to suspend the rules and go to the third and final reading. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman Gray, Marsh, Petty, Tennant, and Bunch voting yes. Mayor Jordan voting yes. Alderman Kinion, La Tour, and Long were absent.

City Attorney Kit Williams read the ordinance.

Dave Jorgensen, Representing the Applicant: I spoke to the applicant about the possibility of doing some kind of light commercial Neighborhood Services. They considered it, but the property across the street, to the north and east is residential. They thought it would be better to keep it residential rather than some kind of Neighborhood Services. They prefer to keep it at the present requested zoning.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 5-0. Alderman Gray, Marsh, Petty, Tennant, and Bunch voting yes. Alderman Kinion, La Tour, and Long were absent.

Ordinance 5981 as Recorded in the office of the City Clerk

17-5776: (1320 S. College Ave./Sugarland Properties): An ordinance to rezone that property described in rezoning petition RZN 17-5776 for approximately 0.31 acres located at 1320 South College Avenue from NC, Neighborhood Conservation to RI-U, Residential Intermediate, Urban. *At the June 6, 2017 City Council Meeting this ordinance was left on the first reading.*

Alderman Petty stated he would like to recuse himself.

City Attorney Kit Williams read the ordinance.

Andrew Garner, City Planning Director stated he did not have any new information to report.

Keaton Smith, Citizen is in support of the rezoning. He stated he is a property owner in the neighborhood. He stated he is speaking for himself and not for the two organizations he is affiliated with.

Alderman Petty: I want to recuse myself because I was associated with this project. I don't have any continuing interest in the project. With my recusal, does that mean we don't have a quorum for this vote?

Mayor Jordan: We can't move it to another reading.

City Attorney Kit Williams: You will not destroy the quorum because you will still have five members of the Council here including the Mayor who counts as a member of the Council. An ordinance can be passed, but with your recusal you can't suspend the rules. It is going to be left on the second reading.

Jesse Millwee, Citizen believes the rezoning will be beneficial to the neighborhood and the community. He spoke in favor of the rezoning.

Robert Sharp, Church Street stated smaller houses are needed. He spoke in favor of the rezoning.

This ordinance was left on the Second Reading

Amend UDC and Rezone - RZN 17-5713 (College Ave. from North St. to Maple St./College Ave.): An ordinance to amend the Unified Development Code to create a new zoning district, Urban Thoroughfare Light; UT-L and to change or amend definitions of "building height" and "stories." *At the June 6, 2017 City Council Meeting this ordinance was left on the first reading.*

Alderman Tennant moved to suspend the rules and go to the second reading. Alderman Petty seconded the motion. Upon roll call the motion passed 6-0. Alderman Gray, Marsh, Petty, Tennant, and Bunch voting yes. Mayor Jordan voting yes. Alderman Kinion, La Tour, and Long were absent.

City Attorney Kit Williams read the ordinance.

Alderman Tennant: We had an Ordinance Review meeting on this. After much discussion we made a decision to take some more time to look at the definitions and the wording a little bit better. The next Ordinance Review Committee meeting will be July 13, 2017 at 4:00 p.m. in Room 326. I would like to table the item until the August 1, 2017 City Council meeting to allow more time for reviewing and public input.

Alderman Petty: We made some good progress at the first meeting with the framework.

Alderman Tennant: I appreciate the active participation in the meeting and look forward to the next one.

Alderman Tennant moved to table the ordinance to the August 1, 2017 City Council meeting. Alderman Petty seconded the motion. Upon roll call the motion to table passed 5-0. Alderman Gray, Marsh, Petty, Tennant, and Bunch voting yes. Alderman Kinion, La Tour, and Long were absent.

This ordinance was tabled to the August 1, 2017 City Council meeting.

New Business:

Amend UDC 161.28 and 161.29: An ordinance to amend §§161.28 District I-1, Heavy Commercial and Light Industrial and 161.29 District I-2, General Industrial to add Use Unit 16, Shopping Goods as a permitted use.

City Attorney Kit Williams read the ordinance.

Andrew Garner, City Planning Director gave a brief description of the ordinance.

City Attorney Kit Williams: One of the reasons we wanted to open up the Industrial District is that there are other limitations where they have to be away from certain things like schools. Even though there might be commercial districts around that are available, this will assure there will be at least something available in the Industrial Park.

Alderman Petty: I am in support of this. I know this action has been generated by the state amendment that was passed for medical marijuana. For Industrial Districts, if a diner thinks they can survive on the lunch traffic of our Commerce District or another industrial area, I would be in favor of adding that as a Use Unit by right to those industrial districts.

Alderman Marsh: I would be in support of that, especially if food trucks could operate there. Adding that Use Unit is a good idea. Alderman Petty is that a formal motion?

Alderman Petty: I don't know what the Use Unit is to craft a motion.

Mayor Jordan: I am three Council members short tonight.

Andrew Garner: That is already allowed in the I-1 and I-2 zoning, Use Unit 13. It has been there for a while.

Alderman Marsh moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman Gray, Marsh, Petty, Tennant, and Bunch voting yes. Mayor Jordan voting yes. Alderman Kinion, La Tour, and Long were absent.

City Attorney Kit Williams read the ordinance.

Alderman Marsh moved to suspend the rules and go to the third and final reading. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman Gray, Marsh, Petty, Tennant, and Bunch voting yes. Mayor Jordan voting yes. Alderman Kinion, La Tour, and Long were absent.

City Attorney Kit Williams read the ordinance.

Andrew Garner: I have a correction. The I-1 Zoning District does allow Use Unit 13 eating places by right, but I-2 does not allow eating places. If Council wanted that, then they would have to add that in.

City Attorney Kit Williams: You could make the amendment now if you want.

Alderman Marsh moved to amend allowing Use Unit 13 By Right to the I-2 Zoning District. Alderman Petty seconded the motion. Upon roll call the motion passed 5-0. Alderman Gray, Marsh, Petty, Tennant, and Bunch voting yes. Alderman Kinion, La Tour, and Long were absent.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 5-0. Alderman Gray, Marsh, Petty, Tennant, and Bunch voting yes. Alderman Kinion, La Tour, and Long were absent.

Ordinance 5982 as Recorded in the office of the City Clerk

Announcements:

City Attorney Kit Williams: I noticed that Mr. Harmon walked in after the Raze and Removal was approved previously on the agenda. It would be possible if you wanted to hear anything from Mr. Harmon to do a motion to reconsider at this point. Do you all want to do anything?

Mayor Jordan: Since we have the new time limits I did not feel comfortable doing that unless I got a motion and a second from the Council.

City Attorney Kit Williams: It would have to be a motion to reconsider and be passed by the Council before you could hear from him. You could also do that at the next meeting if you wanted. After that it is too late for a motion to reconsider.

Mayor Jordan: Does anyone wish to make a motion?

Alderman Petty: I don't want to make a motion to reconsider. We all learned at the last Agenda Session that there is a 30 day period to respond to the request. If there is meaningful progress with respect to some of the request I would be the first to reconsider the motion. I'm sure that staff would be accommodating to reasonable progress.

Alderman Tennant: At the next meeting there could be action?

City Attorney Kit Williams: Yes, but up until the end of the next meeting a motion for reconsideration is allowed. We would encourage Mr. Harmon to speak with the Building Safety Code Compliance staff and see if we can get some progress going.

Don Marr, Chief of Staff: The city has updated our utility billing software. It is a foundation for improved customer service and efficiency of processing payments related to the Water, Trash & Recycling Services. There is a new sequence number to replace the customer number on their bill. For customers who have set up reoccurring payments or automatic payments, we will need you to go into your account to update to your new sequence number.

We are having to do some tree removal at the Lake Fayetteville Dam to ensure the integrity. Our Dam Management Plan is approved by the state. If our dam were to break it would put the City of Johnson under water. It is a very important item for us to maintain.

City Council Agenda Session Presentations: None

City Council Tour: None

Adjournment: 6:02 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer



Response to Williams Tractor, Inc. concerning Bid 17-37

Fayetteville City Council Members,

In preparing the bid specification for any new piece of equipment, the City of Fayetteville Fleet Operations compares what the City currently has and operates to other items on the market. Fleet and the operating departments continue to review new equipment that could increase the efficiency of the crews using the purchased equipment. The City also routinely attempts to get extended life out of every piece of machinery possible, regardless of brand. It is common for Fleet to bring equipment and vehicles forward that exceed life expectancy. In 2016, over 81% of the 27 replacement units brought forward exceeded the life expectancy.

Concerning Bid 17-37 specifically, the City reviewed its current New Holland Tractors and looked at other tractors available within the industry, including John Deere. There was not a need to directly go to Williams Tractor because the City currently owns their equipment, and Williams Tractor does not stock a new model of the tractor mower being bid. The City currently employs an individual who formerly worked for of Pulaski County in Little Rock. This employee shared his experience with the equipment he used there. As the City continues to strive to do the best job possible for its citizens, it is always open to suggestions and, out of a desire to meet best practices, measures, evaluates, and networks with other city and county governments to share information. The City did go to Pulaski County to see how they operated compared to what the City does currently.

Williams Tractor, Inc. raised a question about changing specifications for equipment. The City of Fayetteville Purchasing and Fleet Operations must review every specification because in this industry changes are made annually. The currently owned New Holland Tractors are both TS115 models. The specifications required revision for those models because they literally do not exist anymore. Williams Tractor, Inc. is a vendor for New Holland and Case Tractors, which does manufacture tractors that should easily meet new specifications included in Bid 17-37. Williams Tractor, Inc. voluntarily chose not to bid tractors within their available manufacturers which would meet the specifications.

The specification for Bid 17-37 called for 276 CID four cylinder in-line diesel engine for both of the tractors. On page 13 of Williams Tractor, Inc.'s bid submittal, they acknowledge they did not meet minimum specification for the engine size required for the tractors.

Page 14 of William's Tractor, Inc.'s bid submittal also acknowledges the failure to meet minimum specifications for an integrated park position and park lock. For the second tractor on Page 1 of the Addendum Williams Tractor, Inc. acknowledges the tractor they are bidding has only 207 CID, far below the minimum required specification.



William's Tractor had the opportunity during the bid process to request clarifications or changes from the City. On page 11 of Bid 17-37 under OTHER GENERAL CONDITIONS there are not one, but two sections that encourage bidders to reach out to the City. The below language was included with Bid 17-37

- Reference Item h: *"Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms."*
- Reference Item i: *"Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) 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."*

The City provided contact information twice stating how to ask questions during the bid process. Williams Tractor, Inc. contacted Les McGaugh on Monday, July 3rd, 2017 at approximately 9:25 AM, which was 55 days after the bid deadline. The bid was open for a total of 18 days, which provided all interested parties sufficient time to contact the City with any question, including acceptable engine size or other specifications. Williams Tractor, Inc. did not contact the City during the bid process. The City's process is clearly written and many vendors utilize the process to request adjustments to various bid specifications.

In regards to both line items being awarded together, it is in the best interest of the City to maintain like equipment. The two tractors being purchased are used together on the Right-of-way crew and are generally serviced together. This is helpful when stocking parts and keeping the City's technicians educated on the equipment. In addition, the City has not been able to rely on Williams Tractor, Inc. for maintenance on many pieces of equipment, including specifically unit 580 that will be replaced in this Bid. The timeline of events below illustrates Fleet Operations' issues with Williams Tractor, Inc. in regards to unit 580:

- September 16, 2016 – Unit 580 was taken to Williams Tractor, Inc. for repairs.
- September 22, 2016 – Fleet called and was informed that Williams Tractor, Inc. was trying to make room in their shop to get Unit 580 in; however, they were trying to catch up from their summer hay season repairs.
- October 3, 2016 – Fleet called and was told parts had just come in for the repair and they would have the parts on that day.
- October 4, 2016 – Fleet called and was told the parts were installed but they were still having issues and they needed more parts.



- October 7, 2016 – Fleet called and was told the part needed was there but the technician working on it was out and they would wait for him to come back.
- October 12, 2016 – Fleet called and was told the tractor was still having issues and needed additional parts.
- October 19, 2016 – Fleet called and was told the part had not come in yet and that they had a “big job” that came in and after they were finished with that they would bring Unit 580 into the shop again.
- October 25, 2016 – Fleet called and was told they were working on it but the tractor would need to be split in half to repair it, but it may be done by the 28th of October.
- October 28, 2016 – Fleet called and was told that four bolts were broken in the process and this would cost them another day of work.
- November 1, 2016 – Transportation was able to pick Unit 580 up from the shop.

Fleet Operations continues to document interactions with Williams Tractor, Inc. because of history as documented above. On Williams Tractor, Inc.’s response to Bid 17-37, they state having 7 trained personnel; however, past service issues and documented communication indicate otherwise. The City waited on Unit 580 to be repaired at Williams Tractor, Inc. for **6.5 weeks**. The City of Fayetteville’s typical mowing season runs from April through October, an average of 28 weeks. That means for 23% of the 2016 mowing season the Right-of-way crew had to do twice the work with only one tractor. This lack of services resulted in the Right-of-way schedule being off and more citizens suffered from and complained about sight lines when driving.

Fleet Operations specifically added an addendum to the specification with verbiage under the Support Services section stating local servicing dealers previous performance will be used in the determination of their ability to adequately support parts and service. This included information regarding their servicing facility, number of trained personnel and timeline for starting repairs following arrival of equipment at their facility.

The City of Fayetteville cannot consider bid submissions which do not meet minimum specifications. Doing so would create an environment where bidders do not have equal and fair opportunity. It is ultimately the City of Fayetteville operating divisions and Fleet Operations’ who determines what the City needs when writing a specification, not the vendors choice of what they want to sell. William’s Tractor, Inc.’s bid is considered non responsible because it does not meet minimum specifications. Therefore, it cannot be considered for award.

The City of Fayetteville goes above and beyond in a good faith attempt to keep purchases within the City. However, Arkansas State Procurement Law discusses local preference by terms of “resident” and “non-resident”. Resident is defined, more or less, as a vendor doing business in the State of Arkansas. A non-resident would be considered an out of state vendor. In the case of Bid 17-37, all three bidders (Countryside Farm and Lawn, Springdale Tractor, and Williams Tractor) would be considered a “resident” in the State of Arkansas. Therefore, the City cannot legally consider one vendors bid over another because of their location.



If the history of Williams Tractor, Inc. service department was more reliable, if Williams Tractor, Inc. had requested an addendum to the bid prior to the bid deadline, or if they had simply bid tractors meeting the minimum specifications, they could have been evaluated for further consideration in reference to Bid 17-37.

The City of Fayetteville takes the value of the City's purchases very seriously. In selecting vehicles or equipment to purchase multiple factors are reviewed and considered. These include initial purchase price, life cycle cost, maintenance, down time, dependability of the equipment and service from the bidder, and resale value. All of these factors combined make up the actual cost of the equipment. By reviewing these factors when purchasing backhoes, graders and milling equipment in the past, this has resulted in the overall costs of operation being reduced. Thus, resulting in significant savings to the tax payers.

Respectfully,

City of Fayetteville Fleet Operations

CITY OF



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 17-37, Tractors with Mowers

DEADLINE: Tuesday, May 09, 2017 before 2:00 PM, Local Time

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

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Friday, April 21, 2017

INVITATION TO BID Bid 17-37, Tractors with Mowers

No late bids will 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: Williams Tractor

Contact Person: Tim Bailey Title: Sales

E-Mail: tbailey@williamstractor.com Phone: 479-442-8284

Business Address: 2501 N. Shiloh Dr.

City: Fayetteville State: AR Zip: 72704

Signature: [Signature] Date: 5/5/17

City of Fayetteville
Bid 17-37, Tractors with Mowers
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 17-37, Tractors with Mowers

The City is seeking bids from qualified vendors for the purchase of two (2) tractors with mowing attachments.

All sealed bids are due by Tuesday May 09, 2017 before 2:00 PM, Local Time. All bids are due before the time stated. Late bids shall not be accepted. City of Fayetteville reserves the right to deviate from the estimated purchase quantities. Bids will be opened and read aloud immediately following the stated deadline.

Bid forms can be downloaded from the City's website at <http://fayetteville-ar.gov/bids>. All questions should be directed to Les McGaugh, (479)-575-8220, lmcgaugh@fayetteville-ar.gov.

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

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

City of Fayetteville

By: Les McGaugh, Purchasing Agent

P: 479.575.8220

lmcgaugh@fayetteville-ar.gov

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

Date of advertisement: 04/21/2017

DATE REQUIRED AS A COMPLETE UNIT: 60 days from Date of Order

* GUARANTEED DELIVERY DATE: 180 Days from receipt of order

F.O.B. Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR 72701

ITEM	DESCRIPTION	#	PRICE EACH Tractor	PRICE EACH Mower	EXTEND PRICE
1	RWD diesel powered tractor with cab, mid/side long reach boom mounted 50" mowing attachment	1	\$ <u>62,493.⁰⁰</u>	\$ <u>37,500.⁰⁰</u>	\$ <u>99,993.⁰⁰</u>
2	AWD diesel powered tractor with cab, mid/side mounted 60" mowing attachment	1	\$ <u>51,042.⁰⁰</u>	\$ <u>18,358.⁰⁰</u>	\$ <u>69,400.⁰⁰</u>

TOTAL BASE BID: \$ 169,393.⁰⁰

Please specify for Unit Bid:

Item 1 - Tractor Manufacturer New Holland Model T16.145
Mower Manufacturer Diamond Model DBM-C-N

Item 2 - Tractor Manufacturer New Holland Model T4.100
Mower Manufacturer Diamond Model DSR060-CO

ALL BIDDERS SHALL COMPLETE THE "TECHNICAL SPECIFICATION" SECTION WITH BID.
FAILURE TO SUBMIT A RESPONSE ON THE PROVIDED "TECHNICAL SPECIFICATION" FORM
IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City reserves the right to award this bid based on the City's best interest at the time of product order.

THIS BID FORM CONTINUES THE NEXT PAGE.

EXECUTION OF 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 shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

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

 1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain): _____

7. 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.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. 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.
 - b. Your signature below 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.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Williams Tractor

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: 2501 N. Shiloh Dr.

*CITY: Fayetteville *STATE: AR *ZIP: 72704

*PHONE: 479-442-8284 FAX: 479-442-6013

*E-MAIL: tbailey@williamstractor.com

*BY: (PRINTED NAME) Tim Bailey

*AUTHORIZED SIGNATURE: [Signature]

*TITLE: Sales

DUNS NUMBER: 062144613 CAGE NUMBER: 1NOF4

*TAX ID NUMBER: 46-4363755

Acknowledge Addendums:

Addendum No. 1 Dated: 4/21/17 Acknowledged by: [Signature]

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

ALL BIDDERS SHALL COMPLETE THE "TECHNICAL SPECIFICATION" SECTION WITH BID.
FAILURE TO SUBMIT A RESPONSE ON THE PROVIDED "TECHNICAL SPECIFICATION" FORM
IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.

1. SUBMISSION OF BID & BID EVALUATION:

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

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

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

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

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

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

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

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

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

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal

and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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

10. PROVISION FOR OTHER AGENCIES:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

17. PAYMENTS AND INVOICING:

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

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

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

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

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

- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

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

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

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

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise,

will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

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

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

ALL BIDDERS SHALL COMPLETE THIS "TECHNICAL SPECIFICATION" SECTION WITH BID. FAILURE TO SUBMIT A RESPONSE ON THIS "TECHNICAL SPECIFICATION" FORM IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.

BIDDING REQUIREMENTS:

- o NOTICE: THIS SECTION CAN BE COMPLETED ON THE FOLLOWING MANNER: When given a specification option containing 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. Leaving item blank shall indicate bidder does not meet the listed specification and can result in bidder DISQUALIFICATION.
- o Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

1. GENERAL -

- 1.1 All unit(s) bid must 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.

2. MANUFACTURER / MODEL -

- 1.3 Unit(s) bid must be new and of the latest standard production model as offered for commercial trade.
- 1.4 Unit(s) bid price shall be valid for the current model year.

3. TECHNICAL SPECIFICATIONS -

1.5 ENGINE:

- a. no 276 CID four cylinder in-line diesel **274 CID**
- b. ✓ 110 rated engine horsepower
- c. ✓ Tier 4 Final emissions

- d. ☒ Variable geometry turbocharger
- e. ☒ Eighty Six (86) PTO horsepower
- f. ☒ High pressure common rail fuel system
- g. ☒ Self-priming and bleeding electronic fuel pump
- h. ☒ Air filtration system with permanent pre-cleaning and safety element
- i. ☒ Liquid cooled
- j. ☒ Permanent type anti-freeze protected to -20°
- k. ☒ Deluxe corner post exhaust
- l. ☒ Front auxiliary drive preparation kit

1.6 TRANSMISSION:

- a. ☒ 16 forward and 16 reverse speeds.
- b. ☒ Integrated park position *Automotive Independent Park Brake*
- c. ☒ Left hand electronic shuttle providing modulated reverse without use of clutch
- d. ☒ Multiple disc wet clutch
- e. ☒ Park lock *Automotive Independent Park Brake*
- f. ☒ Differential lock
- g. ☒ 20 MPH travel speed in high range
- h. ☒ Neutral start safety switch

1.7 WHEELS & AXLES:

- a. ☒ Flanged rear axle
- b. ☒ Two position steel wheels (rear)
- c. ☒ Adjustable 2WD front axle

1.8 POWER TAKE OFF:

- a. ☒ Independent rear PTO
- b. ☒ 540/1000 RPM, 1 3/8" shaft
- c. ☒ Reversible shaft and PTO master shield
- d. ☒ Electro-hydraulic activation
- e. ☒ Wet multi disc clutch
- f. ☒ Neutral start safety switch
- g. ☒ PTO engagement indicator light
- h. ☒ Operator presence safety PTO warning

1.9 BRAKES & STEERING:

- a. ☒ Dual stage disk brakes
- b. ☒ Hydrostatic power steering
- c. ☒ Rear axle differential lock

1.10 HYDRAULIC SYSTEM:

- a. ☒ Load sensing constant flow pressure compensated system
- b. ☒ Minimum 21 gpm implement pump
- c. ☒ Hydraulic oil cooler
- d. ☒ Hydraulic hoses and fittings SAE standard

- e. ☒ Two spool rear auxiliary valve
- f. ☒ Category two three point hitch
- g. ☒ Telescopic draft links
- h. ☒ Electrohydraulic hitch
- i. ☒ Top link sensing draft control
- j. ☒ Rear fender hitch controls, both left & right sides.

1.11 TIRES:

- a. ☒ Rear – 2 – 460/85R34 Alliance Multiuse 550
- b. ☒ Steer – 2 – 10.00-16 10PR tubeless

1.12 ELECTRICAL SYSTEM:

- a. ☐ 12 volt system with 1230 CCA Battery
- b. ☒ 120 amp alternator
- c. ☒ All circuits are to be protected by fuses, circuit breakers or fusible link type protection devices
- d. ☒ Four (4) front LED or halogen work lights
- e. ☒ Two (2) rear LED or halogen work lights
- f. ☒ Four (4), two front, two rear amber flashing hazard lights
- g. ☒ Transmission neutral safety switch
- h. ☒ PTO engage safety starter lockout
- i. ☒ Instrument cluster to include (but not limited to) -
 - ◆ Tachometer graduated for engine and PTO speeds
 - ◆ Engine oil pressure
 - ◆ Fuel level gauge
 - ◆ Coolant temperature
 - ◆ Hour meter
- j. ☒ 80 dba back-up alarm

1.13 OPERATOR CAB:

- a. ☒ OEM factory enclosed cab with two doors
- b. ☒ Right side shall have 3/8" hard surfaced polycarbonate protection for operator installed in original cab manufactured door and side window.
- c. ☒ Certified R.O.P.S.
- d. ☒ Adjustable (weight and back angle) suspension seat with high back and arm rests
- e. ☒ Seat belt
- f. ☒ Tilt & Telescopic steering column
- g. ☒ Factory heater and air conditioning must maintain minimum 20 F. degree temperature reduction at 100 F. degrees ambient in direct sun.
- h. ☒ Front windshield wiper
- i. ☒ AM/FM radio

1.14 OPERATING WEIGHT:

- a. ☒ SAE net operating weight of 10,000 lbs. minimum without attachments or ballast

1.15 FUEL TANK:

- a. ☒ 52 gallon capacity minimum
- b. ☒ Locking vandal protective cap
- c. ☒ Guard to protect tank bottom and backside of tank from punctures

1.16 COLOR:

- a. ☒ Manufacturer's standard color

4. ITEM 2 – MOWING ATTACHMENT

1.17 SIDE BOOM MOWER

- a. ☒ 50" actual cutting width
- b. ☒ Minimum cutter reach 22 feet
- c. ☒ Round blade carrier shall be balanced, with formed 40 degree angle edge and attached to spindle by six 5/8" X 1 3/4" grade 8 bolts
- d. ☒ Blade carrier shall have no structural welds
- e. ☒ Blade carrier shall accommodate either 2, 3 or 4 blades attached by 1 1/8" X 3 1/4" shouldered and keyed bolts backed by T-1 spacer and hex lock nut
- f. ☒ Three - 5/8" X 5" X 18 3/4" full swinging brush blades
- g. ☒ 19,000 FPM blade tip speed
- h. ☒ Spindle shall be one piece forged and heat treated steel with integral 7 1/4" drive hub, mounted in sealed double tapered roller bearings.
- i. ☒ Reservoir to be filled with synthetic grease with an O-ring plug and port to drain old grease.
- j. ☒ Spindle shall be attached to hydraulic motor by a flexible coupler and dust cover
- k. ☒ Spindle drive area shall be enclosed and fully protected from outside debris entering into the drive coupler
- l. ☒ Spindle shall have stationary wire wrap protection. Wraps shall not be less than 1/16" from the drive spindle.
- m. ☒ Wire wraps shall be a minimum of 4 3/8" X 4 3/4" X 3/8" thick and will act as reinforcements for spindle housing
- n. ☒ The top of spindle housing shall have 2" X 3 1/2" X 3/8" thick welded reinforcements
- o. ☒ Deck shall be constructed of 110,000 PSI yield Domex steel 1/8" deck and 1/4" sidewalls and four trapezoidal formed 50,000 PSI Domex steel reinforcements.
- p. ☒ Top to be continuously welded for strength and eliminate debris from collecting under reinforcements
- q. ☒ Replaceable full length abrasion resistant skid shoes
- r. ☒ Hydraulically controlled retractable front cutter head shield
- s. ☒ Heavy duty rubber or chain rear shields
- t. ☒ Cutter head shall rotate 180 degrees around outer boom
- u. ☒ Cutter head pivot assembly shall be fully welded and integrated into the cutter head design

1.18 MAIN FRAME

- a. ☒ Mower shall mount to right and ahead of right rear tire
- b. ☒ Mounting frame shall be engineered and manufactured specifically for the tractor

- offered as Item
- c. ✓ Main frame shall attach to front tractor bolsters, center of tractor and rear axle housings to absorb side torque and impact for severe applications.
- d. ✓ An underbelly frame, running under engine, shall be welded, box frame constructed and connected to mainframe to each side of tractor to be constructed of fabricated 80,000PSI steel.
- e. ✓ Main frame shall have a bolt on mast assembly. Mast shall have an integral swing cylinder as a welded assembly
- f. ✓ Mast shall be bolted to tower by ten, ¾" grade 5 bolts.

1.19 BOOM SWIVEL

- a. ✓ Swivel shall be box construction with a 100,000 PSI yield steel swivel cylinder tang with a vertical bearing boss, with steel backed, porous bronze inner structure, and acetyl resin overlay bearings.
- b. ✓ Bearings shall have grease pockets built in and support a 2 ½" vertical pin. Pin shall be constructed of 4140 cold drawn steel, heat treated to a minimum 105,000 PSI, pin shall be zinc plated.
- c. ✓ Swivel shall be connected to inner boom cylinder with a greaseless spherical bearing
- d. ✓ Swivel shall be supported by a greaseless thrust washer to prevent galling between swivel bracket and boom mounting bracket
- e. ✓ Base shall have integral boom attachment fork and constructed of ¾" and 1" thick 100,000 PSI steel
- f. ✓ Boom swing cylinder shall have an internal cushion device to limit flow when boom is operated to the forward boom position

1.20 BOOM

- a. ✓ Two piece tubular steel boom arm
- b. ✓ Rear support cradle and transport locks must facilitate transport by road or trailer
- c. ✓ Transport lock to be electrically activated from operator control panel
- d. ✓ Primary boom shall have a minimum of 70,000 PSI 8" X 6" structural tube and reinforced with 50,000 PSI steel
- e. ✓ Primary boom shall attach to mainframe with attaching rib with the end welds strategically welded around end of rib to upper boom structure
- f. ✓ Inner reinforcement shall be a ¼" by 5" anchor plate, saddle mounted to the top of boom.
- g. ✓ Anchor plate shall be structurally welded to main tube and have two 1" diameter core welds in the top of center of plate
- h. ✓ Outer reinforcement shall be ¼" box sectioned 100,000 PSI steel with two 1" by 6" core weldments on each side and one 1" by 1 ¼" oblong core welds
- i. ✓ Inner end of primary boom shall have a 1 ½" diameter 105,000 PSI yield, hardened, nitride surface pin with a high-strength steel backed porous bronze inner structure, acetyl resin overlay bearing installed.
- j. ✓ Primary boom lift cylinder shall not be less than 5" diameter
- k. ✓ Top mounted double acting lift cylinder shall have a nitrogen accumulator
- l. ✓ Secondary boom shall have a minimum of 50,000 PSI yield 6" X 4" tube and reinforced at all stress points

- m. ✓ Outer end of secondary boom shall have an integrally designed mounting boss, box sectioned into the boom. (Specifically excluding external boom end reinforcements)
- n. ✓ Cylinders shall be welded, double acting and be mounted to top of boom
- o. ✓ Cylinder end attach points shall have replaceable bearings

1.21 MOWER HYDRAULICS

- a. ✓ Pump shall be direct drive from the tractor front crankshaft. Pump shall have cast steel housing, steel gears, rated @ 3250 PSI, 45 GPM and 96 HP input
- b. ✓ Pump shall be protected from front collision by heavy steel shield.
- c. ✓ Hydraulic mower motor shall be cast iron case with steel gears, minimum 98 HP rating.
- d. ✓ Hydraulic reservoir shall be mounted in the tractors left rear wheel well area, with minimum 37 gallon capacity to cool oil and counterbalance mower unit.
- e. ✓ Reservoir shall be internally treated against corrosion with industry approved chemical agent at time of manufacture.
- f. ✓ Reservoir shall have in tank filter rated at 75 GPM, 10 micron, 200beta, element with bypass, restriction gauge and minimum 1 PSI pressure at suction outlet. Tank pressurized to 3 PSI.
- g. ✓ Hydraulic fluid level and temperature gauge to be built in reservoir.
- h. ✓ Ball type valve at suction outlet not to restrict flow to hydraulic pump.
- i. ✓ Suction lines, valves and fittings to be 1 1/4" and not cause restrictions from tank to pump (excluding suction filters and screens)
- j. ✓ Pressure and return hoses and fittings to be 1" unrestricted inside diameter. Hoses to have burst pressure of 4 times working pressure.
- k. ✓ Hydraulic pressure connections shall meet SAE O-ring and JIC standards
- l. ✓ Oil cooler shall provide adequate cooling for continuous duty in 100 F. degree ambient temperature.
- m. ✓ Oil cooler shall be positioned and adequately protected to prevent damage by contact with limbs, trees, signs, or other objects encountered in highway right of way.
- n. ✓ Hoses and tubing shall be mounted and secured for maximum protection from snag or impact. Exposed hoses shall be sheathed.
- o. ✓ Pressure and return lines will be preformed steel tubes or hoses, with hoses at pivot points and be securely mounted to rear of boom for maximum protection
- p. ✓ Five function boom controls shall be lever operated via cable to hydraulic valve mounted outside tractor cab.
- q. ✓ Mower control system shall be mechanically controlled by stainless steel, polyethylene cables with two inch nominal movement. Terminal ends shall be constructed of stainless steel rod with brass plated tube.
- r. ✓ Hydraulic controls shall be ergonomically positioned for convenient sustained operator comfort.
- s. ✓ Mower blade control valve shall be electrically controlled with starter safety lockout.
- t. ✓ A brake valve shall stop cutter within seven seconds when electrically shut down.

1.22 COUNTERWEIGHT

- a. ✓ Wheel weight shall be cast steel, mounted flush to outside of wheel and shall not weigh less than 500lbs.
- b. ✓ Calcium chloride/Propylene Glycol (preferred) solution may be added to tire for

increased ballast as needed for stability.

5. **WARRANTY**

- 1.23 The equipment bid will be warranted for TWO (2) years or the manufacturer's standard warranty, whichever is greater.
- 1.24 Engine and drive train will be warranted for a minimum of three (3) years.
- 1.25 Engine warranty to include; injectors, turbo and DEF system
- 1.26 Warranty shall include all parts, labor, and transportation to the location of the warranty administrator.
- 1.27 Each unit shall be delivered with the following warranty documents which shall be placed into effect upon the first day of final acceptance of each unit:
 - a. ☒ Manufacturer's new vehicle warranty which shall be honored at any local manufacturer-authorized dealership.

6. **STANDARDS -**

- 1.28 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. **DELIVERY / DOCUMENTATION -**

- 1.29 All units are to 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
- 1.30 Delivery shall include the following documents as a minimum:
 - a. ☒ ~~NA~~ Manufacturer's Certificate of Origin.
 - b. ☒ Dealer invoice
- 1.31 Delivery shall include one complete set of all service filters
- 1.32 Delivery shall include one extra, complete set of blades as required with original specification
- 1.33 Units must be fully assembled, serviced, and ready for operation as delivered.

8. **MANUALS -**

- 1.34 The successful bidder agrees to furnish one (1) set each of the following list of manuals:
 - a. ☒ Operator's Manual (1 file copy *plus* one (1) copy for each machine purchased)
 - b. ☒ Shop Maintenance Repair Manuals (Paperback or Compact Disc format)
 - c. ☒ Parts (OEM) Manuals (Paperback or Compact Disc format)

- 1.35 Payment(s) may be held until all manuals and certifications are delivered to the City of Fayetteville Fleet Operations Division.

9. **TRAINING -**

- 1.36 Training quoted below shall be arranged through Fleet Operations for both operators and mechanics by a qualified instructor at a location designated and provided by the City.

a. ☒ Operator Training (Required)

- ◆ This training shall include proper operating techniques and daily maintenance including lubrication, inspection of fluid checks and adjustments. This training shall be designed to instruct qualified vehicle operators.

b. ☒ Limited Maintenance Training (Required)

- ◆ This training shall be designed to instruct qualified mechanics in techniques and procedures that are new and unique to the new unit model supplied. Training shall consist of the following: basic servicing and lubrication procedures, diagnostics, disassembly, repair and reassembly of components. Training shall consist of a classroom situation utilizing audiovisual aids where possible.

10. **SUPPORT SERVICES -**

- 1.37 Repair Parts Inventory - a stock of standard repair parts for units bid must be available for immediate delivery to the City of Fayetteville from the bidders service inventory. A full stock of all repair parts must be available for shipment within 24 hours of parts requests. Parts inventory availability will be considered in the purchase decision.

- 1.38 Maintenance Service - Fully trained maintenance personnel shall be available for service within twenty-four (24) hours of repair requests. This shall include warranty service. Availability of maintenance personnel will be considered in the purchasing decision. If warranty repairs take more than three (3) days the City of Fayetteville rental charges can be accessed to the Dealer.

- 1.39 Local servicing Dealers previous performance will be used in the determination of their ability to adequately support parts & service required for this (these) unit(s).

a. ☒ State location of servicing facility Fayetteville, AR

b. ☒ State number of trained maintenance personnel on staff (list multiple locations separately).
7 trained personnel

c. 1 hours / days Guaranteed starting time after machine is delivered for repairs.

Bid 17-37, Addendum 1



Date: Friday April 21, 2017

To: All Prospective Vendors

From: Les McGaugh – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: Bid 17-37, Tractors w Mowers

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. Specifications for Line Item 2 are below "

SPECIFICATIONS – AWD TRACTOR WITH 60" MOWING ATTACHMENT

1.0 GENERAL -

- 1.1 All unit(s) bid must 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.

2.0 MANUFACTURER / MODEL -

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

3.0 TECHNICAL SPECIFICATIONS -

3.1 ENGINE:

- a. ☒ 276 CID four cylinder in-line diesel **207 cu in.**
- b. ☒ Eighty five (85) PTO horsepower
- c. ☒ Four cylinder in-line
- d. ☒ Dry type air filter with safety element and pre cleaner
- e. ☒ Tier 4 Final emissions
- f. ☒ Variable geometry turbocharger
- g. ☒ High pressure common rail fuel system
- h. ☒ Self-priming and bleeding electronic fuel pump
- i. ☒ Liquid cooled
- j. ☒ Permanent type anti-freeze protected to -20°
- k. ☒ Under hood muffler and emissions filters
- l. ☒ Exhaust stack located behind cab corner for improved visibility
- m. ☒ Front auxiliary drive preparation kit

3.2 TRANSMISSION:

- a. ✓ 12 forward and 12 reverse speeds.
- b. ✓ Integrated park position
- c. ✓ Left hand Electro hydraulic reverser.
- d. ✓ Wet multiple disc clutch
- e. ✓ Differential lock
- f. ✓ 20 MPH travel speed in high range
- g. ✓ Neutral start safety switch

3.3 WHEELS & AXLES:

- a. ✓ Flanged rear axle
- b. ✓ Two position steel wheels (rear)
- c. ✓ 4WD front axle

3.4 POWER TAKE OFF:

- a. ✓ Independent rear PTO
- b. ✓ 540 RPM, 1 3/8" shaft
- c. ✓ Flip up PTO shield
- d. ✓ Electro-hydraulic activation
- e. ✓ Wet multi disc clutch
- f. ✓ Neutral start safety switch
- g. ✓ PTO engagement indicator light
- h. ✓ Operator presence safety PTO warning

3.5 BRAKES & STEERING:

- a. ✓ Dual stage disk brakes
- b. ✓ Hydrostatic power steering
- c. ✓ Rear axle differential lock

3.6 HYDRAULIC SYSTEM:

- a. ✓ Load sensing constant flow pressure compensated system
- b. ✓ Minimum 21 gpm implement pump
- c. ✓ Hydraulic oil cooler
- d. ✓ 10 micron spin-on filter element
- e. ✓ Hydraulic hoses and fittings SAE standard
- f. ✓ Two spool rear auxiliary valve
- g. ✓ Mid mount valves with joystick control for mower lift and tilt.
- h. ✓ Category two, three point hitch
- i. ✓ Telescopic draft links
- j. ✓ Electrohydraulic hitch
- k. ✓ Top link sensing draft control

3.7 TIRES:

- a. ✓ Rear - 2 - 14.4 - 30 Alliance Multiuse 550
- b. ✓ Steer - 2 - 12.4 - 24 Alliance Multiuse 550

3.8 ELECTRICAL SYSTEM:

- a. ✓ 12 volt system with 950 CCA Battery
- b. ✓ 90 amp alternator
- c. ✓ All circuits are to be protected by fuses, circuit breakers or fusible link type protection devices
- d. ✓ Two (2) front halogen headlights
- e. ✓ Two (2) front work lights
- f. ✓ Two (2) rear work lights
- g. ✓ Transmission neutral safety switch

- h. ☒ PTO engage safety starter lockout
- i. ☒ LCD Instrument cluster to include electronic;
 - 1. ☒ Tachometer
 - 2. ☒ Coolant temperature
 - 3. ☒ Engine oil pressure light
 - 4. ☒ Fuel level gauge
 - 5. ☒ DEF level gauge
 - 6. ☒ High beam indicator light
 - 7. ☒ Hour meter
- j. ☒ PTO indicator light
- k. ☒ 80 dba back-up alarm

3.9 OPERATOR CAB:

- a. ☒ OEM factory enclosed cab with two doors
- b. ☒ Right side shall have 3/8" hard surfaced polycarbonate protection for operator installed in original cab manufactured door and side window.
- c. ☒ Certified R.O.P.S.
- d. ☒ Adjustable (weight and back angle) suspension seat with high back and arm rests
- e. ☒ Seat belt
- f. ☒ Tilt & Telescopic steering column
- g. ☒ Factory heater and air conditioning must maintain minimum 20 F. degree temperature reduction at 100 F. degrees ambient in direct sun.
- h. ☒ Front windshield wiper
- i. ☒ AM/FM radio

3.10 OPERATING WEIGHT:

- a. ☒ SAE net operating weight of 8,000 lbs. minimum without attachments or ballast

3.11 FUEL TANK:

- a. ☒ 30 gallon capacity minimum
- b. ☒ Locking vandal protective cap

3.12 COLOR:

Manufacturer's standard color

4.0 ITEM 2 – MOWING ATTACHMENTS

4.1 SIDE MOWER

- a. ☒ 60" actual cutting width
- b. ☒ Round blade carrier (dish) shall be constructed of one piece 1/2" thick 80,000 PSI yield steel, dynamically balanced, with formed 40 degree angle, edge extending 3 1/2" beyond bend radius
- c. ☒ Dish shall have no structural welds
- d. ☒ Blade carrier shall accommodate 2, 3, 4 or 6 blades
- e. ☒ Three full swinging high suction blades
- f. ☒ Blades shall be attached by 1 3/4" X 3 3/8" shouldered and keyed bolts
- g. ☒ Blade carrier attached to spindle with six (6), 5/8" X 1 3/4" grade 8 bolts
- h. ☒ Spindle shall be one piece forged alloy steel, mounted in double tapered roller bearings, sealed in oil.
- i. ☒ Spindle shall be attached to hydraulic motor by a flexible coupler and dust cover
- j. ☒ Spindle drive area shall be enclosed and fully protected from outside debris entering into the drive coupler
- k. ☒ 19,000 FPM blade tip speed
- l. ☒ Deck top 10 ga steel minimum
- m. ☒ Deck sides 3/8" steel minimum with full length abrasion resistant, hardened, replaceable skid shoes
- n. ☒ Front chain guards
- o. ☒ Safety discharge flap rear

4.2 SIDE MOWER MOUNTING

- a. ✓ Mower shall mount to right and ahead of right rear tire
- b. ✓ Mounting frame shall be engineered and manufactured specifically for the tractor offered as Item 1.
- c. ✓ Main frame shall attach to front tractor bolsters, center of tractor and rear axle housings to absorb side torque and impact for severe applications.
- d. ✓ An underbelly frame, running under engine, shall be welded, box frame constructed and connected to mainframe to each side of tractor to be constructed of fabricated 80,000PSI steel.
- e. ✓ Main frame shall have a bolt on mast assembly.
- f. ✓ Lift and height control shall be independently controlled by two hydraulic cylinders directly connected or by mechanical links to boom arm and outer deck. Cable and sheave lifts are not acceptable.
- g. ✓ Cutter head tilt control shall be accomplished by means of direct connected linkage to a double acting cylinder.
- h. ✓ Inner and outer deck lift shall be equipped with mechanical transport locks.
- i. ✓ Deck shall lift to 90 degree vertical for transport and cut 65 degrees below horizontal
- j. ✓ Two OEM mid mount (loader control) tractor valves with cable actuated joy stick shall control lift functions
- k. ✓ Liquid ballast is not desired but is acceptable in left tire if required to counterbalance mower.

4.3 MOWER HYDRAULICS

- a. ✓ Pump shall be direct drive from the tractor front crankshaft. Rubber mounted adapter to double u-joint pump drive shaft.
- b. ✓ Pump shall be protected from front collision by heavy steel shield.
- c. ✓ Hydraulic pump shall be gear type with a rating of 96 input HP, 45 GPM at 3,250 PSI.
- d. ✓ Hydraulic reservoir shall be mounted securely to tractor.
- e. ✓ Reservoir shall have sufficient clearance for proper cooling and shall be a minimum 37 gallons of oil in operating condition.
- f. ✓ Reservoir shall be internally treated against corrosion with industry approved chemical agent at time of manufacture.
- g. ✓ Reservoir shall have in tank filter rated at 75 GPM, 10 micron, 200beta, element with bypass, restriction gauge and minimum 1 PSI pressure at suction outlet. Tank pressurized to 3 PSI.
- h. ✓ Hydraulic fluid level and temperature gauge to be built in reservoir.
- i. ✓ Ball type valve at suction outlet not to restrict flow to hydraulic pump.
- j. ✓ Suction lines, valves and fittings to be 1 1/4" and not cause restrictions from tank to pump (excluding suction filters and screens)
- k. ✓ Pressure and return hoses and fittings to be 1" unrestricted inside diameter. Hoses to have burst pressure of 4 times working pressure.
- l. ✓ Hydraulic pressure connections shall meet SAE O-ring and JIC standards
- m. ✓ Oil cooler shall provide adequate cooling for continuous duty in 100 F. degree ambient temperature.
- n. ✓ Oil cooler shall be positioned and adequately protected to prevent damage by contact with limbs, trees, signs, or other objects encountered in highway right of way.
- o. ✓ Mower control valve shall be electrically controlled pilot operated floating spool with starter safety lockout.
- p. ✓ Oil to cutter head not to pass through restriction causing valve while in operation
- q. ✓ Non-restrictive mower control valve shall stop cutter within seven seconds at full RPM when electrically shut down.
- r. ✓ Mower hydraulic motor shall be cast steel case with steel gears, minimum 98 HP rating.

5.0 WARRANTY

- 5.1 The equipment bid will be warranted for one (1) year or the manufacturer's standard warranty, whichever is greater.
- 5.2 Engine and drive train will be warranted for a minimum of three (3) years.
- 5.3 Engine warranty to include; injectors, turbo and DEF system
- 5.4 Warranty shall include all parts, labor, and transportation to the location of the warranty administrator.

- 5.5 Each unit shall be delivered with the following warranty documents which shall be placed into effect upon the first day of final acceptance of each unit:
- ☒ Manufacturer's new vehicle warranty which shall be honored at any local manufacturer-authorized dealership.

6.0 STANDARDS -

- 6.1 Each unit shall meet or exceed the following applicable standards.
- ☒ Environmental Protection Agency's Exhaust Emission Standards (EPA).
 - ☒ Occupational Safety and Health Administration Standards (OSHA).

7.0 DELIVERY / DOCUMENTATION -

- 7.1 All units are to 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
- 7.2 Delivery shall include the following documents as a minimum:
- ☒ Manufacturer's Certificate of Origin.
 - ☒ Dealer invoice
- 7.3 Delivery shall include one complete set of all service filters
- 7.1 Delivery shall include one extra, complete set of blades as required with original specification
- 7.2 Units must be fully assembled, serviced, and ready for operation as delivered.

8.0 MANUALS -

- 8.1 The successful bidder agrees to furnish one (1) set each of the following list of manuals:
- ☒ Operator's Manual (1 file copy *plus* one (1) copy for each machine purchased)
 - ☒ Shop Maintenance Repair Manuals (Paperback or Compact Disc format)
 - ☒ Parts (OEM) Manuals (Paperback or Compact Disc format)
- 8.2 Payment(s) may be held until all manuals and certifications are delivered to the City of Fayetteville Fleet Operations Division.

9.0 TRAINING -

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

10.0 SUPPORT SERVICES -

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

of repair requests. This shall include warranty service. Availability of maintenance personnel will be considered in the purchasing decision. If warranty repairs take more than three (3) days the City of Fayetteville rental charges can be accessed to the Dealer.

10.2 Local servicing Dealers previous performance will be used in the determination of their ability to adequately support parts & service required for this (these) unit(s).

- a. ☒ State location of servicing facility Fayetteville, AR
- b. ☒ State number of trained maintenance personnel on staff (list multiple locations separately).
7 trained personnel
- c. 1 hours / days Guaranteed starting time after machine is delivered for repairs.

Exhibit A

167.04 Tree Preservation and Protection During Development

(A) *Applicability.* The provisions of this section shall apply to proposed developments as defined by the Unified Development Code as follows:

- (1) *Large Scale Developments*
- (2) *Large Site Improvement Plan*
- (3) *Small Site Improvement Plan*
- (4) *Preliminary Plat*
- (5) *Final Plat*
- (6) *Concurrent Plat*
- (7) *Planned Zoning Districts*
- (8) *Parking Lots.* Tree preservation requirements apply to all permit applications for the construction of parking lots with five (5) or more spaces. An abbreviated tree preservation plan, as set forth in §167.04 (H)(3), shall be submitted with the application for permits on projects that are required to go through the subdivision or large scale development process.
- (9) *Hillside/Hilltop Overlay District.* Undeveloped land located within the Hillside/Hilltop Overlay District shall submit a tree preservation plan with the preliminary plat or site plan. Single and two (2) family residential development shall submit an abbreviated tree preservation and site plan at the time of applying for a building permit.
- (10) *Grading Permit.* A tree preservation plan or an abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for grading permits on projects that are not required to go through the development process.
- (11) *Building Permits.* Tree preservation requirements apply to all permit applications for nonresidential construction, and the construction of multi-family residential buildings composed of three or more dwelling units. An abbreviated tree preservation plan, as set forth in § 167.04 (H)(3), shall be submitted with the application for building permits on projects that are not required to go through the subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.
- (12) *Exemptions.* Projects not listed above or not impacting tree canopy are not required to submit a tree preservation plan or review from Urban Forestry.
 - a. Persons seeking to build one (1) single-family dwelling unit, or duplex, are specifically exempt from the provisions of this section except when the land is located within the Hillside/Hilltop Overlay District; then all the provisions of this ordinance shall apply.
 - b. Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan.

City of Fayetteville, Arkansas

*113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323*



Meeting Agenda - Tentative Agenda

Tuesday, June 27, 2017

4:30 PM

City Hall Room 326

City Council Agenda Session

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Sarah Bunch Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:

*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:****Agenda Additions****A. Consent:****A. 1** [2016-0578](#)

APPROVAL OF THE JUNE 20, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 [2017-0317](#)**BID #17-33 VANCE BROTHERS, INC.:**

A RESOLUTION TO AWARD BID #17-33 AND AUTHORIZE A CONTRACT WITH VANCE BROTHERS, INC. FOR ASPHALT MICROSURFACING OF CITY STREETS AT A COST OF \$2.28 PER SQUARE FOOT AS NEEDED THROUGH THE END OF 2017

Attachments: [BID #17-33 VANCE BROTHERS, INC.](#)

A. 3 [2017-0311](#)**BID #17-34 GRAND TRUCK EQUIPMENT COMPANY, LLC:**

A RESOLUTION TO AWARD BID #17-34 AND AUTHORIZE THE PURCHASE OF A FORD F550 WITH DAKOTA BODY AND AERIAL PLATFORM FROM GRAND TRUCK EQUIPMENT COMPANY, LLC OF AFTON, OKLAHOMA IN THE AMOUNT OF \$103,115.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments: [BID #17-34 GRAND TRUCK EQUIPMENT COMPANY, LLC](#)
 [BA BID #17-34 GRAND TRUCK EQUIPMENT COMPANY, LLC](#)

A. 4 [2017-0312](#)**BID #17-35 LEWIS FORD SALES, INC.:**

A RESOLUTION TO AWARD BID #17-35 AND AUTHORIZE THE PURCHASE OF A FORD E350 BOX TRUCK FROM LEWIS FORD SALES, INC. OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$37,007.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: [BID #17-35 LEWIS FORD SALES, INC.](#)

A. 5 [2017-0310](#)**BID #17-36 ALTEC INDUSTRIES, INC.:**

A RESOLUTION TO AWARD BID #17-36 AND AUTHORIZE THE PURCHASE OF A FORD F750 WITH ALTEC AERIAL PLATFORM FROM ALTEC INDUSTRIES, INC. OF CREEDMOOR, NORTH CAROLINA IN THE AMOUNT OF \$132,212.00 FOR USE BY THE PARKS AND RECREATION DEPARTMENT AND THE TRANSPORTATION DEPARTMENT

Attachments: [BID #17-36 ALTEC INDUSTRIES, INC.](#)

A. 6 [2017-0309](#)**BID #17-37 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC.:**

A RESOLUTION TO AWARD BID #17-37 AND AUTHORIZE THE PURCHASE OF A JOHN DEERE 5100E TRACTOR WITH MOWING ATTACHMENT AND A JOHN DEERE 6110M TRACTOR WITH MOWING ATTACHMENT FROM COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC. IN THE TOTAL AMOUNT OF \$202,099.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments: [BID #17-37 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC.](#)

A. 7 [2017-0324](#)**ARKANSAS OCCUPATIONAL MEDICINE SERVICES, P.A. D/B/A ARKANSAS
OCCUPATIONAL HEALTH CLINIC:**

A RESOLUTION TO AUTHORIZE A ONE YEAR CONTRACT WITH AN OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS WITH ARKANSAS OCCUPATIONAL MEDICINE SERVICES, P.A. D/B/A ARKANSAS OCCUPATIONAL HEALTH CLINIC IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR PHYSICAL EXAMS AND HEALTH SCREENINGS FOR FIRE DEPARTMENT EMPLOYEES AT A COST OF \$264.00 TO \$575.00 PER EXAM

Attachments: [ARKANSAS OCCUPATIONAL MEDICINE SERVICES, P.A. D/B/A ARKANSAS C](#)

B. Unfinished Business:**B. 1** [2017-0268](#)**RZN 17-5776: (1320 S. COLLEGE AVE./SUGARLAND PROPERTIES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5776 FOR APPROXIMATELY 0.31 ACRES LOCATED AT 1320 SOUTH COLLEGE AVENUE FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE, URBAN

Attachments: [RZN 17-5776: \(1320 S. COLLEGE AVE./SUGARLAND PROPERTIES\)](#)

At the June 20, 2017 City Council Meeting this ordinance was was left on the second reading. At the June 6, 2017 City Council Meeting this ordinance was was left on the first reading.

C. New Business:

C. 1 [2017-0320](#)**BID #17-32 GOINS ENTERPRISES, INC.:**

A RESOLUTION TO AWARD BID #17-32 AND AUTHORIZE A CONTRACT WITH GOINS ENTERPRISES, INC. IN THE AMOUNT OF \$1,919,872.00 FOR THE CONSTRUCTION OF THE MARTIN LUTHER KING, JR. BOULEVARD, HUNTSVILLE ROAD, AND GARDEN PARK APARTMENTS WATERLINE IMPROVEMENT PROJECTS, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$288,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [BID #17-32 GOINS ENTERPRISES, INC.](#)
 [BA BID #17-32 GOINS ENTERPRISES, INC.](#)

C. 2 [2017-0287](#)**COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA:**

A RESOLUTION TO APPROVE A CHANGE IN THE CITY'S PUBLIC ACCESS TELEVISION POLICY AND TO AMEND THE CONTRACT WITH COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA TO EXPAND PUBLIC ACCESS SERVICES TO RESIDENTS OF WASHINGTON COUNTY AND BENTON COUNTY FOR AN ANNUAL FEE OF \$50.00

Attachments: [COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA](#)

C. 3 [2017-0338](#)**RZN 17-5802: (147 E. SPRING ST./TEAGUE):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5802 FOR APPROXIMATELY 0.31 ACRES LOCATED AT 147 EAST SPRING STREET FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE, URBAN

Attachments: [RZN 17-5802: \(147 E. SPRING ST./TEAGUE\)](#)

C. 4 [2017-0335](#)**RZN 17-5803: (E. OF OLD MISSOURI RD. & ROLLING HILLS DR. KEENAN):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5803 FOR APPROXIMATELY 10.86 ACRES LOCATED EAST OF THE INTERSECTION OF OLD MISSOURI ROAD AND ROLLING HILLS DRIVE FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES, GENERAL

Attachments: [RZN 17-5803 \(E. OF OLD MISSOURI RD. & ROLLING HILLS DR./ KEENAN\)](#)

C. 5 [2017-0337](#)**VAC 17-5815 (429 N. VINSON AVE./MERRITT):**

AN ORDINANCE TO APPROVE VAC 17-5815 FOR PROPERTY LOCATED AT 492 NORTH VINSON AVENUE TO VACATE A PORTION OF A STREET RIGHT-OF-WAY

Attachments: [VAC 17-5815 \(429 N. VINSON AVE./MERRITT\)](#)

C. 6 [2017-0332](#)**AMEND CHAPTER 167: TREE PRESERVATION AND PROTECTION:**

AN ORDINANCE TO AMEND CHAPTER 167 **TREE PRESERVATION AND PROTECTION** OF THE UNIFIED DEVELOPMENT CODE TO MAKE CLERICAL REVISIONS INCLUDING DEFINING CERTAIN TERMS, REMOVING DEFINITIONS OF TERMS THAT ARE DEFINED IN OTHER PORTIONS OF THE UNIFIED DEVELOPMENT CODE, AND CORRECTING AMBIGUOUS OR UNCLEAR NAMES AND TERMS

Attachments: [AMEND CHAPTER 167: TREE PRESERVATION AND PROTECTION](#)

C. 7 [2017-0349](#)**TRAFFIC CALMING INSTALLATION:**

A RESOLUTION TO EXPRESS THE INTENTION OF THE CITY COUNCIL TO INCLUDE FUNDING IN THE 2018 BUDGET FOR ADDITIONAL TRAFFIC CALMING INSTALLATION WITHIN CITY STREETS

Attachments: [Legistar Packet - RES Traffic Calming](#)

D. City Council Agenda Session Presentations:

D. 1 [2017-0343](#)

AGENDA SESSION PRESENTATION - CH2M ANNUAL REPORT, STEVE
CARPENTER

D. 2 [2017-0328](#)

AGENDA SESSION PRESENTATION - SUMMARY OF THE APRIL 29, 2017
FLOODING EVENT

E. City Council Tour:

F. Announcements:

G. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0578

Agenda Date: 7/6/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Minutes

Agenda Number: A. 1

APPROVAL OF THE JUNE 20, 2017 CITY COUNCIL MEETING MINUTES.



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0317

Agenda Date: 7/6/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

BID #17-33 VANCE BROTHERS, INC.:

A RESOLUTION TO AWARD BID #17-33 AND AUTHORIZE A CONTRACT WITH VANCE BROTHERS, INC. FOR ASPHALT MICROSURFACING OF CITY STREETS AT A COST OF \$2.28 PER SQUARE FOOT AS NEEDED THROUGH THE END OF 2017

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 #17-33 and authorizes Mayor Jordan to sign a contract with Vance Brothers, Inc. for asphalt microsurfacing of city streets at a cost of \$2.28 per square foot as needed through the end of 2017.

City of Fayetteville Staff Review Form

2017-0317

Legistar File ID

7/6/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

John Nelson

6/8/2017

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 17-33 and authorize a contract with Vance Brothers, Inc. for asphalt microsurfacing of city streets at a cost of \$2.28 per square yard for projects as needed.

Budget Impact:

4470.410.8410-5417.00

Sales Tax Capital Improvement

Account Number

Fund

02052

In-House Pavement Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 2,042,812.00

Funds Obligated \$ 912,538.00

Current Balance \$ 1,130,274.00

Does item have a cost? Yes

Item Cost \$ 166,098.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 964,176.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF JULY 6, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director

FROM: John Nelson, Management Accounting Coordinator

DATE: June 8, 2017

SUBJECT: Bid 17-33 – 2017 Asphalt Microsurfacing

RECOMMENDATION:

A resolution to award Bid 17-33 and authorize a contract with Vance Brothers, Inc. for asphalt microsurfacing of city streets at a cost of \$2.28 per square yard for projects as needed.

BACKGROUND:

The City of Fayetteville accepted bids from properly licensed firms for the application of micro-surfacing material to 72,850 square yards of asphalted pavement surfaces for various locations.

DISCUSSION:

The Transportation Division has utilized microsurfacing for preventative asphalt maintenance since 2012. Microsurfacing minimizes aging, reduces water infiltration, corrects raveling and weathering, provides a skid resistance surface, and improves overall aesthetics.

BUDGET/STAFF IMPACT:

Funds for asphalt microsurfacing have been budgeted in the In-House Pavement Improvements capital project.

Attachments:

Bid Tabulation
Contract
2017 Microsurfacing Project Plan



CITY OF
FAYETTEVILLE
ARKANSAS

Bid 17-33
Date: 5.04.2017
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 17-33, Const - 2017 Microsurfacing

****OFFICIAL BID TABULATION****

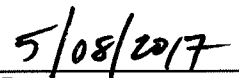
			Donelson Construction Company, LLC	Vance Brothers, In
Item	Description	QTY	Price Per Unit	Price Per Unit
1	Microsurfacing (18-22 lbs/SY)	72,850	\$ 2.48	\$ 2.28
TOTAL BID BASED ON ESTIMATE			\$ 180,668.00	\$ 166,098.00

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

CERTIFIED:


A. Rennie, CPPO, CPPB, Purchasing Manager


Witness


Date



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville
Bid 17-33, Construction – 2017 Asphalt Microsurfacing
Contract – Between City and Vance Brothers, Inc.
Term: Valid through 12/31/2017

This contract executed this ____ day of _____, 2017, between the City of Fayetteville, Arkansas (City), and Vance Brothers, Inc. in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Vance Brothers, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 17-33 as stated in Vance Brothers, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 17-33, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Vance Brothers, Inc. based on their bid proposal in an amount not to exceed \$166,098 for the initial scope of work and \$2.28 per square yard as needed. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after acceptance of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Vance Brothers, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 17-33 with the specifications and conditions typed thereon.
 - B. Vance Brothers, Inc. bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Vance Brothers, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Vance Brothers, Inc.
5. Vance Brothers, Inc. shall not assign its duties under the terms of this agreement.
6. Vance Brothers, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Vance Brothers, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Vance Brothers, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Vance Brothers, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person injured.

\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Vance Brothers, Inc.

8. Vance Brothers, Inc. to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Vance Brothers, Inc. with 30 days written notice.
10. This project shall be completed within **30 calendar days** from issue date of Notice to Proceed.
11. Liquidated Damages: N/A
12. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
13. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in **advance** of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2017.

Vance Brothers, Inc.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Signature

By: _____
LIONELD JORDAN, Mayor

Jeff Vance - Vice President
Printed Contractor Name & Title

ATTEST (Signature)

ATTEST: (Signature)

Matthew P. Stry
Asst. Company Secretary (Printed Name)

Sondra Smith, City Clerk

Business Address Vance Brothers Inc.
5201 Brighton P.O. Box 300107
Kansas City, MO 64130-0107

City, State & Zip Code

Date Signed: 6/13/17

Date Signed: _____

2017 MICROSURFACING PROJECT

for the

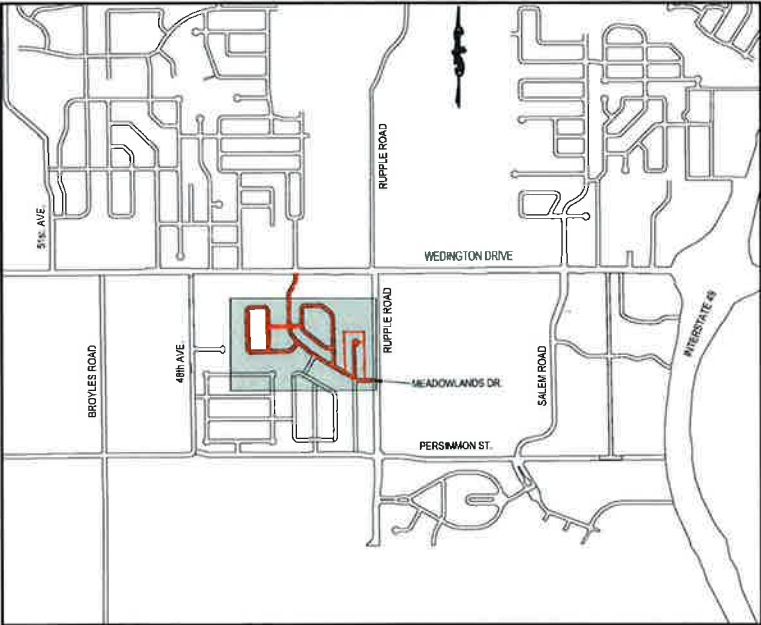
City of Fayetteville

BID No. 17-33
APRIL 2017

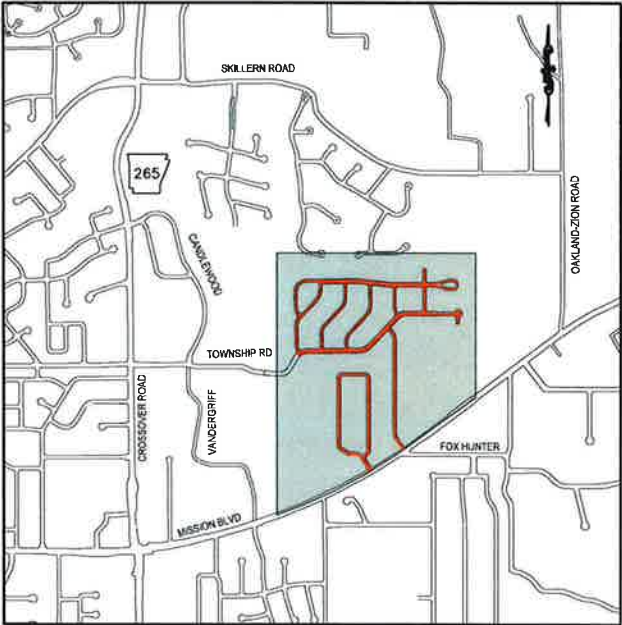
GENERAL NOTES

1. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN THAT INDICATES TYPE OF SIGNING, SPACING OF SIGNING, FLAGGERS, CHANNELIZERS AND OTHER TRAFFIC CONTROL ITEMS IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE, INSTALL AND MAINTAIN SUCH SIGNS, CONES, LANE DELINEATORS, AND OTHER FACILITIES THAT MAY BE NECESSARY TO PROTECT THE WORK AND PROVIDE FOR SAFE TRAVEL THROUGH THE CONSTRUCTION AREA. ALL SIGNING SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
3. UTILITY COVERS, MANHOLES, GRATED INLETS, CURB INLETS AND TRAFFIC DEVICE COVERS LOCATED IN THE ROADWAY TO BE PAVED SHALL BE PROTECTED FROM COVERAGE BY THE MICROSURFACING AND REFERENCED FOR PROMPT LOCATION AND CLEANING FOLLOWING APPLICATION. THE ABOVE ITEMS SHALL BE CLEANED TO THEIR PRE-SURFACING CONDITION OR AS DIRECTED BY THE CITY.
4. WORK AT INTERSECTIONS SHALL BE DONE IN STAGES, OR BLOTTER MATERIALS SHALL BE USED, TO ALLOW CROSSING AND TURNING MOVEMENTS.
5. WHEN CONSTRUCTION IS BEING PERFORMED UNDER TRAFFIC, ALL EQUIPMENT, INCLUDING LOADING VEHICLES AND SUPPLY TRUCKS WILL BE REQUIRED TO OPERATE IN A SINGLE LANE ON WHICH THE MICROSURFACING IS BEING APPLIED, UNLESS OTHERWISE APPROVED.
6. THE CONTRACTOR SHALL PROVIDE NOTICE TO THE CITY AND AFFECTED RESIDENTS A MINIMUM OF 3 BUSINESS DAYS PRIOR TO COMMENCEMENT OF THE PROJECT.

PLAN INDEX	
Sheet No.	Description
EAST FAYETTEVILLE	
1)	CHATSWORTH ROAD, WORTHINGTON WAY, FENNCHURCH WAY, MIDDLETON WAY, LITCHFIELD LANE, KITTELY LANE, AND NORWICH LANE
2)	TOWNSHIP ROAD, COVINGTON PARK BLVD, AND INVERNESS LANE
3)	ASPEN DRIVE, BLUE MESA DRIVE, AND REDWOOD DRIVE
WEST FAYETTEVILLE	
4)	DAISY LANE, QUEEN ANNES LACE DRIVE, LARKSPUR LANE, BELL FLOWER DRIVE, BLAZING STAR DRIVE, AND CROWN FLOWER DRIVE
5)	MEADOWLANDS DRIVE
6)	WORDSWORTH LANE, ALLEYS 766, 798, 4040, AND 4105



WEST FAYETTEVILLE



EAST FAYETTEVILLE

VICINITY MAPS

QUEEN ANNE LACE DRIVE, LARKSPUR LANE,
BELL FLOWER DRIVE, BLAZING STAR DRIVE,
AND CROWN FLOWER DRIVE



4/14/17

CITY OF
Fayetteville
ARKANSAS

ENGINEERING DIVISION

PHONE: (479) 575-8206

FAX NO: (479) 575-8202

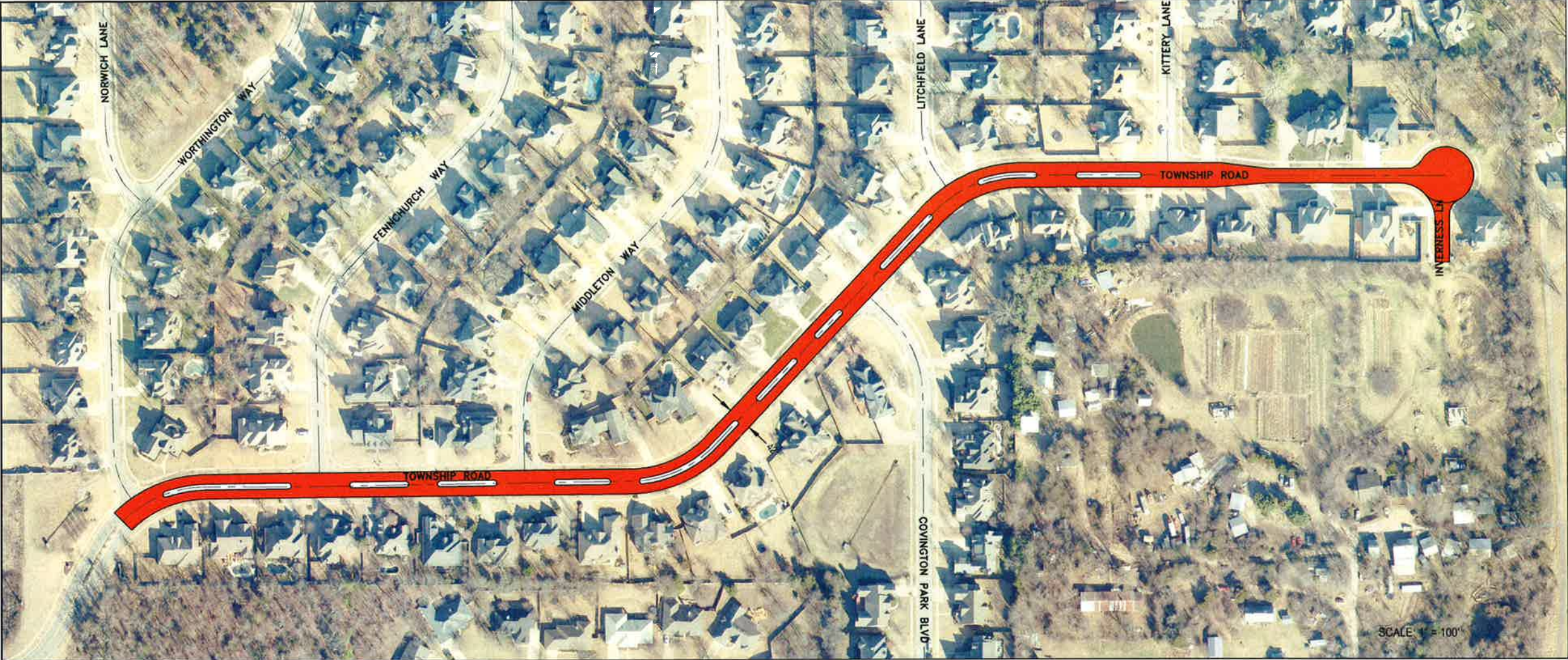


STREET	AREA (Sq. Yd.)	LENGTH (L.F.)
CHATSWORTH ROAD	8,627	2,295
WORTHINGTON WAY	2,565	1,101
FENNCHURCH WAY	2,503	1,057
MIDDLETON WAY	2,506	1,037
LITCHFIELD LANE	1,026	413
KITTERY LANE	1,651	560
NORWICH LANE	1,091	449
TOTAL	19,969	6,912

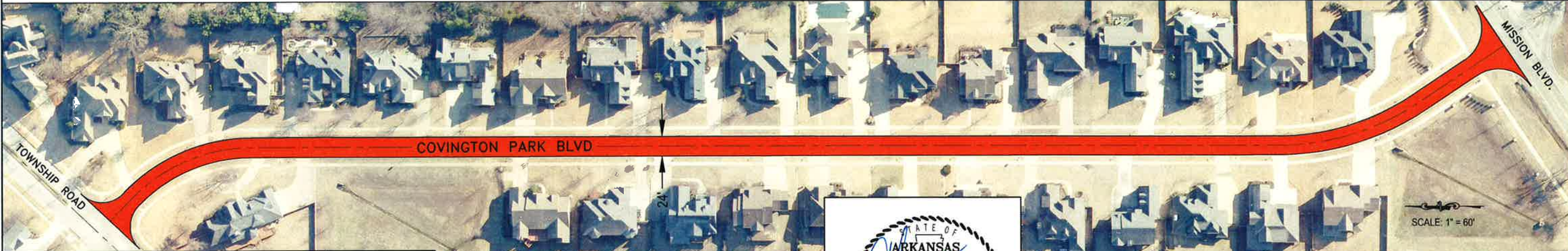


**CHATSWORTH ROAD, WORTHINGTON WAY,
FENNCHURCH WAY, MIDDLETON WAY,
LITCHFIELD LANE, KITTERY LANE, AND
NORWICH LANE
MICROSURFACING 2017**

DATE:
January 17, 2017
SHEET:



SCALE: 1" = 100'



STREET	AREA (Sq. Yd.)	LENGTH (L.F.)
TOWNSHIP ROAD	10,261	2,476
COVINGTON PARK BLVD.	4,890	1,765
INVERNESS LANE	294	101
TOTAL	15,445	4,342



**TOWNSHIP ROAD,
COVINGTON PARK BLVD,
AND INVERNESS LANE
MICROSURFACING 2017**

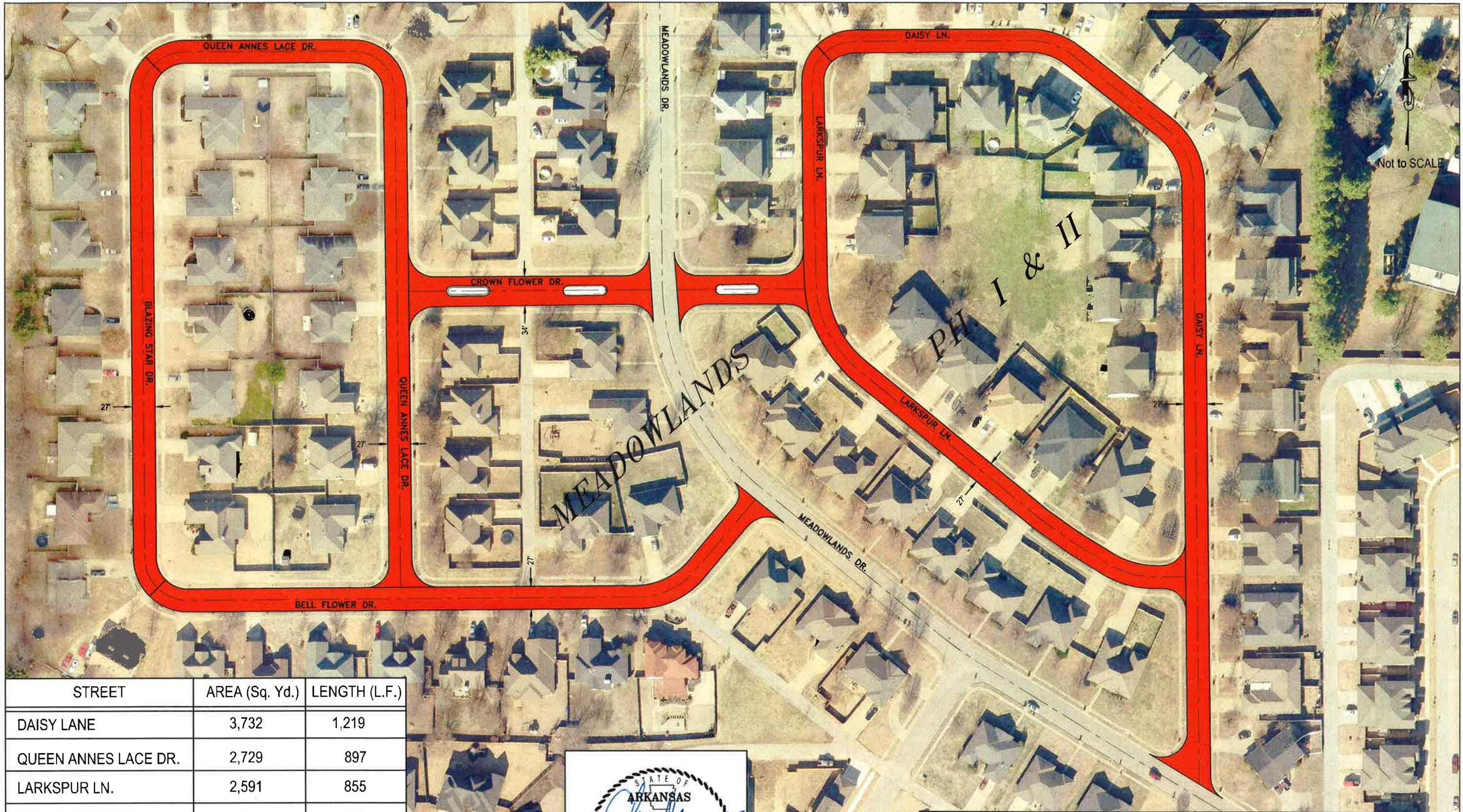
DATE: January 17, 2017
SHEET: 2



STREET	AREA (Sq. Yd.)	LENGTH (L.F.)
ASPEN DRIVE	5,181	1,588
BLUE MESA DRIVE	3,669	1,171
REDWOOD DRIVE	1,236	397
TOTAL	10,086	3,156



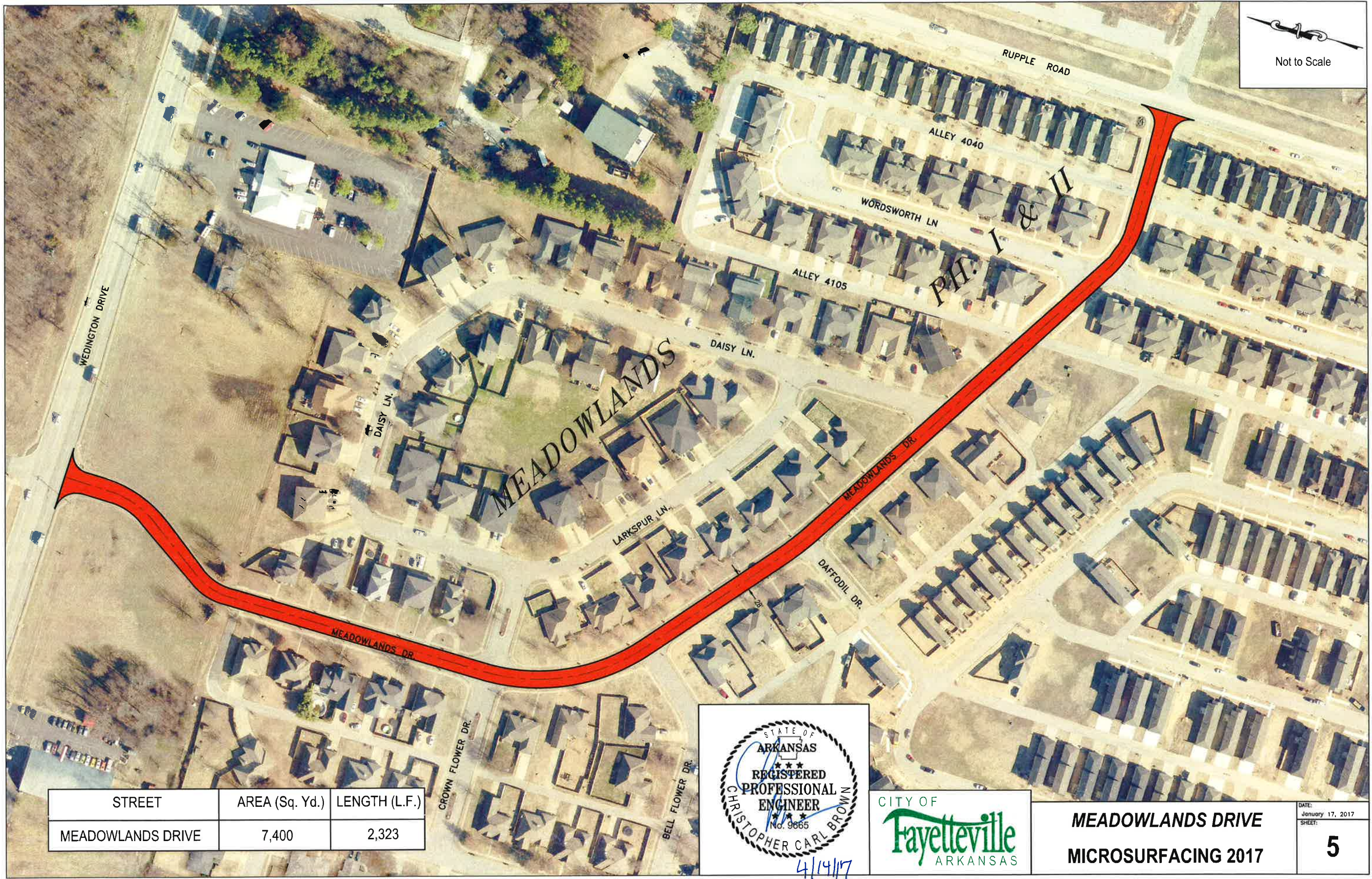
**ASPEN DRIVE, BLUE MESA DRIVE
AND REDWOOD DRIVE
MICROSURFACING 2017**



STREET	AREA (Sq. Yd.)	LENGTH (L.F.)
DAISY LANE	3,732	1,219
QUEEN ANNES LACE DR.	2,729	897
LARKSPUR LN.	2,591	855
BELL FLOWER DR.	2,294	753
BLAZING STAR DR.	1,869	622
CROWN FLOWER DR.	1,618	434
TOTAL	14,833	4,780



**DAISY LANE, QUEEN ANNES LACE DRIVE,
LARKSPUR LANE, BELL FLOWER DRIVE, BLAZING
STAR DRIVE, AND CROWN FLOWER DRIVE
MICROSURFACING 2017**



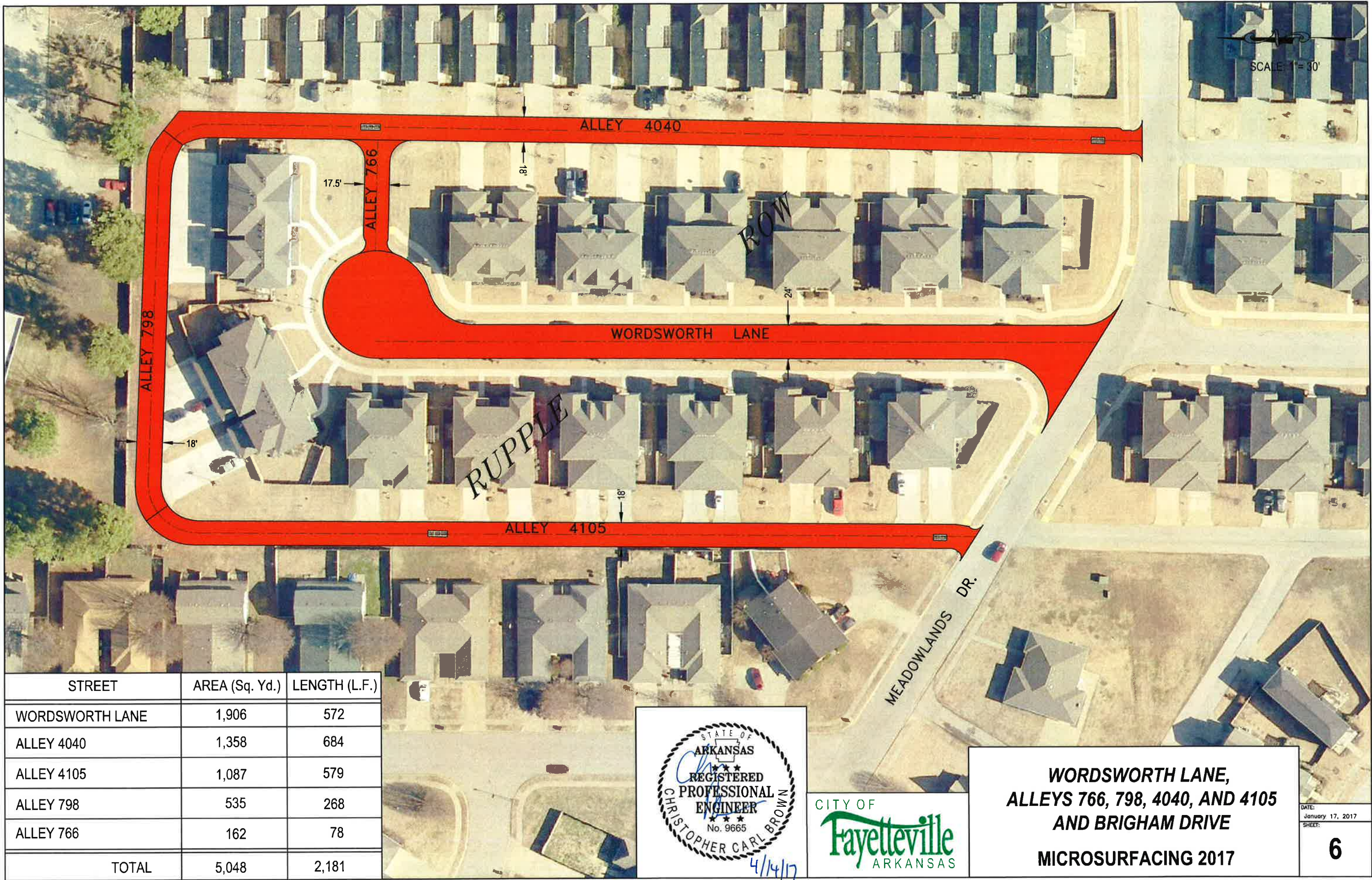

Not to Scale

STREET	AREA (Sq. Yd.)	LENGTH (L.F.)
MEADOWLANDS DRIVE	7,400	2,323



MEADOWLANDS DRIVE
MICROSURFACING 2017

DATE: January 17, 2017
SHEET: **5**



STREET	AREA (Sq. Yd.)	LENGTH (L.F.)
WORDSWORTH LANE	1,906	572
ALLEY 4040	1,358	684
ALLEY 4105	1,087	579
ALLEY 798	535	268
ALLEY 766	162	78
TOTAL	5,048	2,181



**WORDSWORTH LANE,
ALLEYS 766, 798, 4040, AND 4105
AND BRIGHAM DRIVE
MICROSURFACING 2017**

DATE:
January 17, 2017
SHEET:



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0311

Agenda Date: 7/6/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

BID #17-34 GRAND TRUCK EQUIPMENT COMPANY, LLC:

A RESOLUTION TO AWARD BID #17-34 AND AUTHORIZE THE PURCHASE OF A FORD F550 WITH DAKOTA BODY AND AERIAL PLATFORM FROM GRAND TRUCK EQUIPMENT COMPANY, LLC OF AFTON, OKLAHOMA IN THE AMOUNT OF \$103,115.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #17-34 and authorizes the purchase of a Ford F550 with Dakota Body and Aerial Platform from Grand Truck Equipment Company, LLC of Afton, Oklahoma in the amount of \$103,115.00 for use by the Transportation Department.

City of Fayetteville Staff Review Form

2017-0311

Legistar File ID

7/6/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jesse Beeks/Sara Glenn

6/14/2017

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of a Ford F550 with Dakota Body and Aerial Platform in the amount of \$103,115.00 available through Grand Truck Equipment Company of Afton, OK for use by the Transportation Department and to approve a Budget Adjustment.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02078.2017

Light/Medium Trucks

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 432,483.59

Funds Obligated \$ -

Current Balance \$ 432,483.59

Does item have a cost? Yes

Item Cost \$ 103,115.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 106,000.00

Remaining Budget \$ 435,368.59

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF JULY 6, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: June 14, 2017

SUBJECT: Purchase of one Aerial Platform Truck for Transportation

RECOMMENDATION:

City Council approve the purchase of a Ford F550 with Dakota Body and Aerial Platform in the amount of \$103,115.00 available through Grand Truck Equipment Company of Afton, OK for use by the Transportation Department and to approve a budget adjustment.

BACKGROUND:

This expansion is requested for a second bucket truck for the Traffic Department. The Traffic Department currently has one aerial bucket truck to service 120 traffic signals, a few hundred lights along the trails and the downtown Fayetteville lighting, as well as any signs attached to any of these traffic signals or lights. In a study done by IMSA (International Municipal Signal Association) showed the national average as 1 truck and technician per every 40 traffic signals. This expansion will make our ratio closer to that average.

DISCUSSION:

Fleet recommends the purchase of a Ford F550 with Dakota Body and Aerial Platform in the amount of \$103,115.00 available for the lowest bid that met all specifications received through Bid 17-34 through Grand Truck Equipment Company of Afton, OK.

BUDGET/STAFF IMPACT:

Transportation had excess funds from the sale of several vehicles in the last year to use for this purchase. A budget adjustment will be presented to Council for the approval to use fund balance.

This purchase was approved by the Equipment Committee on June 13, 2017.

Attachments:

Bid Tab 17-34
Budget Adjustment



CITY OF
FAYETTEVILLE
ARKANSAS

Bid: 17-34
DATE: 05.10.2017
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 17-34, Signal Aerial Platform Truck

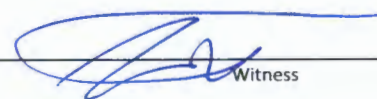
****Official Bid Tabulation****

			Altec Industries	Grand Truck Equipment Co.	Superior Automotive Group	Utility One Source	Versalift Southwest, LLC	
			Manufacturer	Altec Industries	Duralift Dakota	Duralift Dakota	Versalift	Versalift
			Model	AT41S	DPM-40DP	DPM-40DP	VST40-N	VST-47_AP
Item	Description	Each	Extended Price	Extended Price	Extended Price	Extended Price	Extended Price	Extended Price
1	Signal Aerial Platform Truck	1	\$109,984.00	\$103,115.00	\$107,513.00	\$ 101,858.00	\$ 105,355.00	

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

CERTIFIED:


A. Rennie, Purchasing Manager


Witness

05/12/17
Date

Budget Year	Division	Adjustment Number
2017	FLEET OPERATIONS (770) /Org2 Requestor: Sara Glenn	

Transportation had excess funds from the sale of units 678, 686, 688 and 669. These funds are being requested to purchase an expansion bucket truck (to be Unit 3001; TRAN_F046) for Transportation's Traffic Crews, to be used to service traffic signals, trail and street lighting.

	COUNCIL DATE:	7/6/2017
	LEGISTAR FILE ID#:	2017-0311
		<i>Kevin Springer</i>
		<i>6/16/2017 9:10 AM</i>
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0312

Agenda Date: 7/6/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

BID #17-35 LEWIS FORD SALES, INC.:

A RESOLUTION TO AWARD BID #17-35 AND AUTHORIZE THE PURCHASE OF A FORD E350 BOX TRUCK FROM LEWIS FORD SALES, INC. OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$37,007.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #17-35 and authorizes the purchase of a Ford E350 Box Truck from Lewis Ford Sales, Inc. of Fayetteville, Arkansas in the amount of \$37,007.00 for use by the Recycling and Trash Collection Division.

City of Fayetteville Staff Review Form

2017-0312

Legistar File ID

7/6/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jesse Beeks/Sara Glenn

6/14/2017

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of a Ford E350 Box Truck from Lewis Ford of Fayetteville, AR was the lowest bid received through Bid 17-35 in the amount of \$37,007.00 for use in the Recycling and Trash Department.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02078.2017

Light/Medium Trucks

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 432,483.59

Funds Obligated

Current Balance \$ 432,483.59

Does item have a cost? Yes

Item Cost \$ 37,007.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 395,476.59

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF JULY 6, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: June 14, 2017

SUBJECT: Purchase of one Box Truck for Recycling and Trash Collection

RECOMMENDATION:

City Council approve the purchase of a Ford E350 Box Truck from Lewis Ford of Fayetteville, AR was the lowest bid received through Bid 17-35 in the amount of \$37,007.00 for use in the Recycling and Trash Department.

BACKGROUND:

Unit 2106 is a 2007 Ford E350 Box Truck. It has exceeded its life expectancy and has 110% of the original purchase price in life to date maintenance cost. This vehicle is used to deliver and repair trash carts to citizens.

DISCUSSION:

Fleet recommends the purchase of a Ford E350 Box Truck from Lewis Ford of Fayetteville, AR was the lowest bid received through Bid 17-35 in the amount of \$37,007.00.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for this purchase.

This purchase was approved by the Equipment Committee on June 13, 2017.

Attachments:

Bid Tab 17-35



CITY OF
FAYETTEVILLE
ARKANSAS

Bid: 17-35
DATE: 05.11.2017
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 17-35 Cutaway Van

Official Bid Tabulation

			Lewis Ford, Inc.	Superior Automotive Group	
			Manufacturer	Supreme	Supreme
			Model	GM17P	Van Body
Item	Description	Each	Extended Price	Extended Price	
1	Cutaway Van	1	\$37,007.00	\$ 47,137.00	

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

CERTIFIED:

Ardia Rennie

A. Rennie, Purchasing Manager

[Signature]

Witness

05/12/17

Date



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0310

Agenda Date: 7/6/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

BID #17-36 ALTEC INDUSTRIES, INC.:

A RESOLUTION TO AWARD BID #17-36 AND AUTHORIZE THE PURCHASE OF A FORD F750 WITH ALTEC AERIAL PLATFORM FROM ALTEC INDUSTRIES, INC. OF CREEDMOOR, NORTH CAROLINA IN THE AMOUNT OF \$132,212.00 FOR USE BY THE PARKS AND RECREATION DEPARTMENT AND THE TRANSPORTATION DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #17-36 and authorizes the purchase of a Ford F750 with Altec Aerial Platform from Altec Industries, Inc. of Creedmoor, North Carolina in the amount of \$132,212.00 for use by the Parks and Recreation Department and the Transportation Department.

City of Fayetteville Staff Review Form

2017-0310

Legistar File ID

7/6/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jesse Beeks/Sara Glenn

6/14/2017

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of a Ford F750 with Altec LR7-56 Aerial Platform in the amount of \$132,212.00 available through Altec Industries, Inc of Creedmoor, NC for use in the Parks and Transportation Departments.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02078.2016

Light/Medium Trucks

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 373,054.49

Funds Obligated \$ -

Current Balance \$ 373,054.49

Does item have a cost? Yes

Item Cost \$ 132,212.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 240,842.49

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF JULY 6, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: June 14, 2017

SUBJECT: Purchase of one Bucket Truck for Parks and Transportation

RECOMMENDATION:

City Council approve the purchase of a Ford F750 with Altec LR7-56 Aerial Platform in the amount of \$132,212.00 available through Altec Industries, Inc of Creedmoor, NC for use in the Parks and Transportation Departments.

BACKGROUND:

Unit 344 is a 2004 Ford F750 Aerial Bucket Truck. It has exceeded its life expectancy and has 60% of the original purchase price in life to date maintenance cost. This unit is shared between the Parks Department and Transportation and is used primarily for trimming/cutting trees and the Lights of the Ozarks. This is the largest and only bucket truck of this size in our Fleet.

DISCUSSION:

Fleet recommends the purchase of a Ford F750 with Altec LR7-56 Aerial Platform in the amount of \$132,212.00 available for the lowest bid received through Bid 17-36 through Altec Industries, Inc of Creedmoor, NC.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for this purchase.

This purchase was approved by the Equipment Committee on June 13, 2017.

Attachments:

Bid Tab 17-36



CITY OF
FAYETTEVILLE
ARKANSAS

Bid: 17-36
DATE: 05.10.2017
TIME: 3:00 PM
CITY OF FAYETTEVILLE

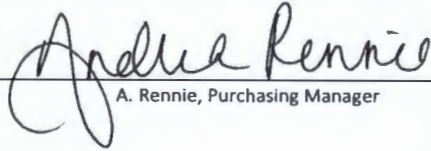
Bid 17-36, Large Bucket Truck

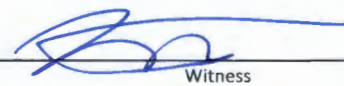
****Official Bid Tabulation****

Item	Description	Each	Altec Option 1	Altec Option 2	Altec Option 3	Utility One Source	Versalift Southwest, LLC
			Manufacturer	Manufacturer	Manufacturer	Manufacturer	Manufacturer
			Model	Model	Model	Model	Model
1	Large Bucket Truck	1	Extended Price	Extended Price	Extended Price	Extended Price	Extended Price
			LR7-56	LR7-57	LR7-58	XT Pro 56	Vo-255-REV
			Altec Industries, Inc (Kenworth)	Altec Industries, Inc (Freightliner)	Altec Industries, Inc (F750)	Terex (Freightliner)	Versalift (International)
			\$140,628.00	\$140,637.00	\$132,212.00	\$ 138,232.00	\$ 150,815.00

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

CERTIFIED:


A. Rennie, Purchasing Manager


Witness

05/12/17
Date:



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0309

Agenda Date: 7/6/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

BID #17-37 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC.:

A RESOLUTION TO AWARD BID #17-37 AND AUTHORIZE THE PURCHASE OF A JOHN DEERE 5100E TRACTOR WITH MOWING ATTACHMENT AND A JOHN DEERE 6110M TRACTOR WITH MOWING ATTACHMENT FROM COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC. IN THE TOTAL AMOUNT OF \$202,099.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #17-37 and authorizes the purchase of a John Deere 5100E Tractor with mowing attachment and a John Deere 6110M Tractor with mowing attachment from Countryside Farm and Lawn Equipment Company, Inc. in the total amount of \$202,099.00 for use by the Transportation Department.

City of Fayetteville Staff Review Form

2017-0309

Legistar File ID

7/6/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jesse Beeks/Sara Glenn

6/14/2017

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of a John Deere 5100E Tractor with mowing attachment in the amount of \$84,676.00 and a John Deere 6110M Tractor with mowing attachment in the amount of \$117,423.00 available through Countryside Farm and Lawn Equipment of Springdale, AR for use in the Transportation Department.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02083.2015/2017

Tractors/Mowers

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 320,491.00

Funds Obligated \$ -

Current Balance \$ 320,491.00

Does item have a cost? Yes

Item Cost \$ 202,099.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 118,392.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF JULY 6, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: June 14, 2017

SUBJECT: Purchase of two Tractors for Transportation

RECOMMENDATION:

City Council approve the purchase of a John Deere 5100E Tractor with mowing attachment in the amount of \$84,676.00 and a John Deere 6110M Tractor with mowing attachment in the amount of \$117,423.00 available through Countryside Farm and Lawn Equipment of Springdale, AR for use in the Transportation Department.

BACKGROUND:

Unit 579 is a 2004 New Holland TS115A Tractor with mowing attachment. This tractor has exceeded its life expectancy and has 121% of the original purchase price in life to date maintenance cost.

Unit 580 is a 2004 New Holland Tractor with mowing attachment. This tractor has exceeded its life expectancy and has 120% of the original purchase price in life to date maintenance cost.

These tractors are used for maintaining the right of way areas throughout the city.

DISCUSSION:

Fleet recommends the purchase of a John Deere 5100E Tractor with mowing attachment in the amount of \$84,676.00 and a John Deere 6110M Tractor with mowing attachment in the amount of \$117,423.00 available for the lowest bid received through Bid 17-37 that met all specifications was from Countryside Farm and Lawn Equipment of Springdale, AR.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for both purchases.

This purchase was approved by the Equipment Committee on June 13, 2017.

Attachments:

Bid Tab 17-37



CITY OF
FAYETTEVILLE
ARKANSAS

Bid: 17-37
DATE: 05.09.2017
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 17-37, Tractors with Mowers

****Official Bid Tabulation****

Item	Description	Units	Countryside Farm and Lawn			Springdale Tractor			Williams Tractor		
			Price Each - Tractor	Price Each - Mower	Extended Price	Price Each - Tractor	Price Each - Mower	Extended Price	Price Each - Tractor	Price Each - Mower	Extended Price
1	RWD diesel powered tractor with cab, mid/side long reach boom mounted 50" mowing attachment	1	\$73,673.00	\$43,750.00	\$117,423.00	\$63,000.00	\$56,511.00	\$119,511.00	\$62,493.00	\$37,500.00	\$99,993.00
	Tractor Make and Model		John Deere 6110M			Kubota MM65 - 111 SHDC			New Holland T6.145		
	Mower Make and Model		Tiger TRB - 50C - 3PS			Terrain King KB2200			Diamond DBM - C - N		
2	AWD diesel powered tractor with cab, mid/side mounted 60" mowing attachment	1	\$57,348.00	\$27,328.00	\$84,676.00	\$56,000.00	\$27,313.94	\$83,313.94	\$51,042.00	\$18,358.00	\$69,400.00
	Tractor Make and Model		John Deere 5100E			Kubota M5 - 111 HDC 12			New Holland T4. 100		
	Mower Make and Model		Tiger TM - 60C			Terrain King KS M60 Extreme			Diamond DSR060 - CO		
Total Base Bid:			\$202,099.00			\$202,824.94			\$169,393.00		

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

CERTIFIED:

Andree Rennie
A. Rennie, Purchasing Manager

Witness

05/12/17
Date



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0324

Agenda Date: 7/6/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

ARKANSAS OCCUPATIONAL MEDICINE SERVICES, P.A. D/B/A ARKANSAS OCCUPATIONAL HEALTH CLINIC:

A RESOLUTION TO AUTHORIZE A ONE YEAR CONTRACT WITH AN OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS WITH ARKANSAS OCCUPATIONAL MEDICINE SERVICES, P.A. D/B/A ARKANSAS OCCUPATIONAL HEALTH CLINIC IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR PHYSICAL EXAMS AND HEALTH SCREENINGS FOR FIRE DEPARTMENT EMPLOYEES AT A COST OF \$264.00 TO \$575.00 PER EXAM

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 Mayor Jordan to sign a one year contract with an option to renew for up to four additional one year terms with Arkansas Occupational Medicine Services, P.A. d/b/a Arkansas Occupational Health Clinic in an amount not to exceed \$50,000.00 for comprehensive physical exams and health screenings for Fire Department employees that meet the National Fire Protection Association standards at a cost of \$264.00 to \$575.00 per exam.

City of Fayetteville Staff Review Form

2017-0324

Legistar File ID

7/6/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

6/13/2017

Fire /
Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests the mayor's signature on the attached one-year agreement with Arkansas Occupational Health Clinic, with the option to renew for four consecutive one-year terms, for the Fire Department Physical Exams and Screenings.

Budget Impact:

1010.300.3020-5314.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 59,155.00

Funds Obligated \$ 5,849.25

Current Balance \$ 53,305.75

Does item have a cost? Yes

Item Cost \$ 50,000.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 3,305.75

Must Attach Completed Budget Adjustment:

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF JULY 6, 2017

TO: Mayor and City Council

FROM: David Dayringer

DATE: June 13, 2017

SUBJECT: Request the mayor's signature on the attached one-year agreement with Arkansas Occupational Health Clinic with the option to renew for four consecutive one-year terms.

RECOMMENDATION:

Staff requests the mayor's signature on the attached one-year agreement with Arkansas Occupational Health Clinic, with the option to renew for four consecutive one-year terms, for the Fire Department Physical Exams and Screenings.

BACKGROUND:

National Fire Protection Association (NFPA) has standards that are required for a comprehensive occupational medical program for fire departments. NFPA 1582-10 Chapter 6 contains details of the comprehensive medical exam for fire department emergency responders. Per NFPA, the medical evaluation shall include medical history, examination, and any laboratory tests required to detect physical or medical condition(s) that could adversely affect his/her ability to safely perform the essential job tasks outlined in NFPA 5.1.1.

This also meets the city's requirements for wellness screenings for employees.

Medical Services are exempt from state law and do not require bidding.

BUDGET/STAFF IMPACT:

Funds for the exams and screenings are budgeted in the Fire Budget and Work Program

Attachments:

Contract Agreement

Gary L. Moffitt, M.D. Konstantin V. Berestnev, M.D., MPH Gregory M. Loyd, M.D.
J. Daniel Nicholas P.A. Amanda Bell, ANP Dalana Rice, APRN



ARKANSAS OCCUPATIONAL HEALTH CLINIC

Mailing Address: P.O. Box 1065, Lowell AR 72745

Clinic Location: 4001 Wagon Wheel, Springdale AR 72762

Telephone: 479-725-3000 Fax: 479-725-3098

Corporate Physical Exams/Health Screenings Contract

Arkansas Occupational Health Clinic (AOHC) agrees to provide physical exams and health screenings as it is available for approximately 119 employees of City of Fayetteville Fire Department (herein known as the company). Services may be rendered at AOHC or onsite at the company.

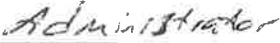
The company agrees to pay up to but not to exceed amount of \$50,000. Physical Exams and Health Screenings will include but are not limited to firefighter physicals, metabolic panels, lipid panels, urinalysis, assay of cadmium, assay of lead, assay of mercury, TSH, complete CBC, audiogram, EKG and interpretation, and spirometry and may also include immunization injections or titers as needed. The forms are counted and the company invoiced according to the total number of employees examined/screened. Exams/Screenings will vary per employee based upon their job assignments. Minimum charge amount is \$264.00 per physical, up to a maximum amount of \$575.00 per physical, depending on actual test items required per physical. Payment is due within 30 days of the date on the invoice. This contract is effective for one year with four consecutive one-year renewal options.

AOHC shall indemnify, defend and hold the company harmless from all fines, costs, penalties, liabilities and claims of every kind arising out of the negligent or intentional acts or omissions of AOHC, its agents, or employees. AOHC shall maintain all insurance coverages, including but not limited to professional liability insurance, which may be necessary to fulfill its indemnity obligations to the company. Upon request, AOHC will provide evidence of such insurance coverage to the company. This indemnity obligation and corresponding insurance requirements shall survive the expiration of this agreement or the provision of services hereunder.

AOHC Representative

Date



Title

Company Representative

Date

Title



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0268

Agenda Date: 7/6/2017

Version: 1

Status: Second Reading

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: B. 1

RZN 17-5776: (1320 S. COLLEGE AVE./SUGARLAND PROPERTIES):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5776 FOR APPROXIMATELY 0.31 ACRES LOCATED AT 1320 SOUTH COLLEGE AVENUE FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE, URBAN

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 property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NC, Neighborhood Conservation to RI-U, Residential Intermediate, Urban.

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.

City of Fayetteville Staff Review Form

2017-0268

Legistar File ID

6/6/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Andrew Garner

5/19/2017

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 17-5776: Rezone (1320 S. COLLEGE AVE./SUGARLAND PROPERTIES, 563): Submitted by INFILL GROUP, LLC. for properties at 1320 S. COLLEGE AVE. The properties are zoned NC, NEIGHBORHOOD CONSERVATION and contain approximately 0.31 acres. The request is to rezone the properties to RI-U, RESIDENTIAL INTERMEDIATE, URBAN.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 6, 2017

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, Planning Director

FROM: Jonathan Curth, Current Planner

DATE: May 19, 2017

SUBJECT: RZN 17-5776: Rezone (1320 S. COLLEGE AVE./SUGARLAND PROPERTIES, 563): Submitted by INFILL GROUP, LLC. for properties at 1320 S. COLLEGE AVE. The properties are zoned NC, NEIGHBORHOOD CONSERVATION and contain approximately 0.31 acres. The request is to rezone the properties to RI-U, RESIDENTIAL INTERMEDIATE, URBAN.

RECOMMENDATION:

The City Planning staff recommends denial and the Planning Commission recommend approval of an ordinance to rezone the subject property to RI-U, Residential Intermediate, Urban, as shown in the attached Exhibits 'A' and 'B' and subject to a Bill of Assurance attached as Exhibit 'C'.

BACKGROUND:

The subject property includes 2 parcels totaling approximately 0.31 acres on the east side of College Avenue, between 13th Street to the north and Ella Street to the south. Immediately to the west of the property is Walker Park. These parcels are zoned NC, Neighborhood Conservation, comprising Lots 3 and 4 of the Berl Dodd Addition, which was platted in 1926. Previously, there was a one single-family dwelling on the site, which was built in 1957 and served by a concrete drive off of College Avenue. This structure was recently demolished.

In July of 2008, the subject property, along with approximately 300 acres of the wider Walker Park Neighborhood, were rezoned in accordance with the Walker Park Neighborhood Master Plan. Among other changes, this rezoning removed the existing RMF-24, Residential Multi-family, 24 Units per Acre, designation on the subject property, and replaced it with the current NC, Neighborhood Conservation, zoning district. The subject property is surrounded on three sides by small single-family homes (see attached exhibit) in the NC zoning district and Walker Park is located to the west, across College Avenue.

Request: The request is to rezone the subject properties from NC, Neighborhood Conservation to RI-U, Residential Intermediate, Urban, subject to a bill of assurance. The bill of assurance indicates that development will be limited to permitted and conditional uses allowed in the RI-U zoning district, except Use Unit 26, Multi-family dwellings, and that all development, including single-family houses, shall comply with the City's Urban Residential Design Standards. The

applicant has indicated that the rezoning is needed to allow a greater flexibility in meeting future housing demand.

Land Use Compatibility: Aside from Walker Park to the west, land use in immediate adjacency to the subject property is uniformly small single-family dwellings. This is largely the condition throughout the area. While the proposed RI-U zoning district permits single-family dwellings, it also permits 2-, 3-, and 4-family dwellings. It is certainly possible to develop attached residential housing in a manner that is compatible with detached single-family housing. However, a transition in building types should generally occur at the block level or at a mid-block alley to maintain compatibility. This maintains the immediate adjacency of similar building types with the transition occurring in backyards or across the street or street corner. The proposed zoning would insert the potential for significant change in building type and scale in the middle of a group of small, single-family homes, which would not be compatible. Furthermore, the exceptionally small lot widths allowed under RI-U, with only 18 feet required for any dwelling versus 40 feet for a single-family dwelling and 80 for a two-family dwelling under NC, can create an indisputably divergent development pattern when compared with immediately surrounding homes. Permitting attached dwellings by right also removes the conditional use permit requisite under the NC zoning. By requiring a conditional use permit, neighbors, staff, and the Planning Commission are all able to review and comment upon whether a proposal is compatible and complimentary.

Land Use Plan Analysis: Fayetteville's overarching City Plan 2030 and the more localized Walker Park Neighborhood Master Plan appear to be in agreement with staff's recommendation regarding the proposed rezoning.

When reviewing the Walker Park Neighborhood Master Plan in greater detail, it states that a diversity of housing is indeed desired, but that attached housing should be developed "in strategic areas, such as neighborhood commercial areas or major thoroughfares", rather than mid-block in a single-family residential area as proposed. Although College Avenue through southern Walker Park is classified as a Collector in the City's Master Street Plan, and therefore may constitute a major thoroughfare, it is an overwhelmingly single-family corridor between the commercially-zoned properties on Martin Luther King Boulevard and 15th Street, which are both classified as Principal Arterials.

City Plan 2030 states that "*appropriate infill*" is a priority. The plan acknowledges the value of increasing density in locations where City services and utilities already exist, but only where it "reflects the existing community character." Along the same lines, the Walker Park Neighborhood Master Plan details that a balance and diversity of housing created through infill is desired and can take advantage of existing infrastructure and the neighborhood's proximity to downtown. The Walker Park Neighborhood Master Plan goes on to note that attached housing can represent this balance and diversity of housing, but envisioned as a buffer between commercial corridors and single-family areas in order to ensure "that future development follows the traditional pattern of growth." In both of these examples, there is a clear call for infill, but in a manner that preserves community character. Staff does not feel that the proposed rezoning achieves this.

DISCUSSION:

On May 8, 2017, the Planning Commission forwarded the proposal to City Council with a recommendation for approval passed by a vote of 6-1-0. Commissioner Niederman voted 'no'.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Exhibit A
- Exhibit B
- Exhibit C
- Application
- Planning Commission Staff Report



17-5776
EXHIBIT 'B'

A part of Lots 3 and 4, all in Block 5, Berl Dodd Addition, to the City of Fayetteville, Washington County, Arkansas, as per Plat of said Addition recorded in Plat Record Book 4 at Pages 219 and 220, being more particularly described as follows: Beginning at the NW Corner of said Lot 3, said point being a set 1/2" iron rebar; thence North 89°44'16" East 140.00 feet to a set 1/2" iron rebar at the NE Corner of said Lot 3; thence South 00°03'17" West 96.32 feet along the East line of said Lots 3 and 4 to a set 1/2" iron rebar; thence South 89°05'32" West 140.02 feet to a set 1/2" iron rebar on the West line of said Lot 4; thence North 00°03'17" East 97.90 feet to the Point of Beginning, containing 0.31 acres (13,595.4 square feet), more or less. Also known as Tract A of a Property Line Adjustment recorded as File number 2007-00026486, by G. Alan Reid, Registered Professional Land Surveyor.

Subject to recorded instruments, covenants, rights of way, and easements. Subject to all prior mineral reservations and oil and gas leases, if any.

BILL OF ASSURANCE
FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner (hereinafter "Petitioner"), Sugarland Properties LLC, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, substantial irreparable damage justifying injunctive relief has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will reasonable rely upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows IF Petitioner's rezoning is approved by the Fayetteville City Council.

1. The use of Petitioner's property shall be limited to permitted and conditional uses allowed in Residential Intermediate - Urban zoning except for Use Unit 26 Multi-family dwellings.
2. Other restrictions including number and type of structures upon the property are limited to _____
_____.
3. Specific activities will not be allowed upon petitioner's property include _____
_____.
4. (Any other terms or conditions) All development on the property, including single-family houses, shall comply with the City's Urban Residential Design Standards.

5. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, Sugarland Properties LLC by Lan Brandon Managing Member, as the owner, developer or buyer (Petitioner) **voluntarily offer** all such assurances and sign my name below.

4-19-17
Date

Sugarland Properties LLC by Lan Brandon Managing Member
Printed Name

1320 S. College
Address
Ave. Fayetteville, AR

[Signature]
Signature

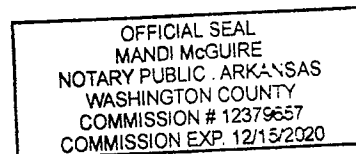
NOTARY OATH

STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

And now on this the 19 day of April, 2017, 2016, appeared before me, Mandi McGuire, a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

Mandi McGuire
NOTARY PUBLIC

My Commission Expires:
12/15/2020



REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

FEE: \$325.00**Sign Fee: \$5.00**

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:Indicate one contact person for this request: _____ Applicant X Representative***Applicant (person making request):***

Name: Lan Brandon

Sugarland Properties LLC

Address:

E-mail:

Phone:

() (479) 790-7858

()

Fax:

()

Representative (engineer, surveyor, realtor, etc.):

Name: Matthew Petty

Infill Group LLC

Address: 100 West Center Street

Suite 202

Fayetteville, AR 72701

E-mail: matthew@infillgroup.com

Phone:

() 479 595 8703

()

Fax:

()

Site Address / Location: 1320 South College Avenue

Current Zoning District: NC

Requested Zoning District: RI-U

Assessor's Parcel Number(s) for subject property: 765-03358-000 and 765-03359-000

FINANCIAL INTERESTS

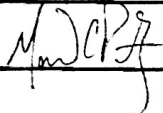
The following entities and / or people have financial interest in this project:

Lan Brandon, Sugarland Properties LLC

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Matthew Petty

Date: March 21, 2017

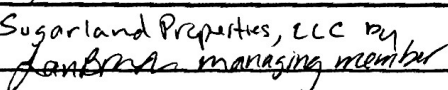
Signature: 

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Property Owners of Record (attach additional info if necessary):

Name (printed): Sugarland Properties, LLC

Address: P.O. Box 197

Signature: Sugarland Properties, LLC by  managing member

Fayetteville, AR 72702

Date: 3-24-17

Phone: (479) 790-7858

Name (printed): _____

Address: _____

Signature: _____

Date: _____

Phone: ()

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$325.00 application fee
\$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

MEETING DATE: May 8, 2017 (**Updated with Planning Commission Results**)

SUBJECT: **RZN 17-5776: Rezone (1320 S. COLLEGE AVE./SUGARLAND PROPERTIES, 563):** Submitted by INFILL GROUP, LLC. for properties at 1320 S. COLLEGE AVE. The properties are zoned NC, NEIGHBORHOOD CONSERVATION and contain approximately 0.31 acres. The request is to rezone the properties to RI-U, RESIDENTIAL INTERMEDIATE, URBAN.

RECOMMENDATION:

Staff recommends denial of **RZN 17-5776** based upon the findings herein.

BACKGROUND:

The subject property includes 2 parcels totaling approximately 0.31 acres on the east side of College Avenue, between 13th Street to the north and Ella Street to the south. Immediately to the west of the property is Walker Park. These parcels are zoned NC, Neighborhood Conservation, comprising Lots 3 and 4 of the Berl Dodd Addition, which was platted in 1926. Previously, there was a one single-family dwelling on the site, which was built in 1957 and served by a concrete drive off of College Avenue. This structure was recently demolished.

In July of 2008, the subject property, along with approximately 300 acres of the wider Walker Park Neighborhood, were rezoned in accordance with the Walker Park Neighborhood Master Plan. Among other changes, this rezoning removed the existing RMF-24, Residential Multi-family, 24 Units per Acre, designation on the subject property, and replaced it with the current NC, Neighborhood Conservation, zoning district. The subject property is surrounded on three sides by small single-family homes (see attached exhibit) in the NC zoning district and Walker Park is located to the west, across College Avenue. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Residential Single-family	NC, Neighborhood Conservation
South	Residential Single-family	NC, Neighborhood Conservation
East	Residential Single-family	NC, Neighborhood Conservation
West	Walker Park	P-1, Institutional

Request: The request is to rezone the subject properties from NC, Neighborhood Conservation to RI-U, Residential Intermediate, Urban, subject to a bill of assurance. The bill of assurance indicates that development will be limited to permitted and conditional uses allowed in the RI-U

zoning district, except Use Unit 26, Multi-family dwellings, and that all development, including single-family houses, shall comply with the City's Urban Residential Design Standards. The applicant has indicated that the rezoning is needed to allow a greater flexibility in meeting future housing demand.

Public Comment: Staff has received public comment from numerous residents who oppose the rezoning request, most of whom participated in the Walker Park Neighborhood Master Plan. Concerns largely center around a perceived disregard for that plan and a fear that the neighborhood's character is 'under attack,' with current residents under pressure to sell their properties against the best interest of the larger neighborhood. Comments have also been made about the lack of compatibility between the existing uses and those permitted under the RI-U zoning district. Others have expressed an enthusiasm for the development and redevelopment that is occurring in Walker Park, as long as it is single-family in use in areas zoned for it.

INFRASTRUCTURE:

Streets: The subject parcels have access to College Avenue, a partially improved Collector Street with curb/gutter, but no sidewalk along the parcels' frontage. Any street improvements required in this area would be determined at the time of development proposal.

Water: Public water is available to these parcels. There is an existing 6-inch water main in the College Avenue right-of-way that is available for service.

Sewer: Public sewer is available to these parcels. There is an existing 8-inch sewer main in the College Avenue Right of way that is available for service.

Drainage: Any additional improvements or requirements for drainage will be determined at time of development. No portion of this property is identified as FEMA-regulated floodplain. No protected streams are on-site and no portion of this parcel lies within the Hillside-Hilltop Overlay District.

Fire: The Fire Department did not express any concerns with this request.

Police: The Police Department did not express any concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Map designates the properties as part of a **Complete Neighborhood Plan** Area associated with the Walker Park Neighborhood Plan.*

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: ***Land Use Compatibility:** Aside from Walker Park to the west, land use in immediate adjacency to the subject property is uniformly small single-family dwellings. This is largely the condition throughout the area. While the proposed RI-U zoning district permits single-family dwellings, it also permits 2-, 3-, and 4-family dwellings. It is certainly possible to develop attached*

residential housing in a manner that is compatible with detached single-family housing. However, a transition in building types should generally occur at the block level or at a mid-block alley to maintain compatibility. This maintains the immediate adjacency of similar building types with the transition occurring in backyards or across the street or street corner. The proposed zoning would insert the potential for significant change in building type and scale in the middle of a group of small, single-family homes, which would not be compatible. Furthermore, the exceptionally small lot widths allowed under RI-U, with only 18 feet required for any dwelling versus 40 feet for a single-family dwelling and 80 for a two-family dwelling under NC, can create an indisputably divergent development pattern when compared with immediately surrounding homes. Permitting attached dwellings by right also removes the conditional use permit requisite under the NC zoning. By requiring a conditional use permit, neighbors, staff, and the Planning Commission are all able to review and comment upon whether a proposal is compatible and complimentary.

There are several structures of mixed density sprinkled throughout this portion of Walker Park, with a one-story, four-family dwelling located on the same block to the immediate northeast of the subject property, and numerous 2-, 3-, and 4- family dwellings within 1/8th of a mile. Many of these are of a scale and character that is comparable to, and compatible with the predominantly single-family character of the neighborhood.

Land Use Plan Analysis: When considered together, Fayetteville's overarching City Plan 2030 and the more localized Walker Park Neighborhood Master Plan appear to be in agreement with staff's recommendation regarding the proposed rezoning.

One principal area where the Plans agree is the identified need for increasing opportunities for attainable housing and offering a variety of housing types. Rezoning the subject property would undoubtedly address these goals by increasing the spectrum of housing that can be developed. At the same time, this claim could be made about any property with single-family zoning in Walker Park, or the rest of Fayetteville for that matter. When reviewing the Walker Park Neighborhood Master Plan in greater detail, it states that a diversity of housing is indeed desired, but that attached housing should be developed "in strategic areas, such as neighborhood commercial areas or major thoroughfares", rather than mid-block in a single-family residential area as proposed. Although College Avenue through southern Walker Park is classified as a Collector in the City's Master Street Plan, and therefore may constitute a major thoroughfare, it is an overwhelmingly single-family corridor between the commercially-zoned properties on Martin Luther King Boulevard and 15th Street, which are both classified as Principal Arterials.

City Plan 2030 states that "*appropriate infill*" is a priority. The plan acknowledges the value of increasing density in locations where City services and utilities already exist, but only where it "reflects the existing community character." Along the same lines, the Walker Park Neighborhood Master Plan details that a balance and diversity of housing created through infill is desired and can take advantage of existing infrastructure and the

neighborhood's proximity to downtown. The Walker Park Neighborhood Master Plan goes on to note that attached housing can represent this balance and diversity of housing, but envisioned as a buffer between commercial corridors and single-family areas in order to ensure "that future development follows the traditional pattern of growth." In both of these examples, there is a clear call for infill, but in a manner that preserves community character. Staff does not feel that the proposed rezoning achieves this.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Based on the applicant's perspective, the requested rezoning is justified and needed to allow redevelopment of the parcels for greater flexibility in meeting the City's future housing needs. The existing NC zoning district only permits single-family dwellings by right, and 2-, 3-, and 4-family dwellings by conditional use. The proposed RI-U zoning district will allow single-, 2-, 3-, and 4-family dwellings by right, and on lots as narrow as 18 feet. However, from staff's perspective, the existing zoning is suitable and the rezoning is not justified.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Rezoning the property to RI-U, with its lack of density requirements, has the potential to increase traffic in this area as the site develops. Given the size of the development however, any increase in vehicular trips in the area will not appreciably increase traffic danger or congestion.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The 18-foot minimum lot widths of the RI-U zoning district and the overall size of the property will limit the total density of future development, thereby also limiting undesirable increases on the burden of schools or City services.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION:

Planning staff recommends denial of **RZN 17-5776**, finding that the proposed zone allows development that is incompatible with surrounding uses, neighborhood character, and elements of both City Plan 2030 and the Walker Park Neighborhood Master Plan.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>May 8, 2017</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Hoffman	Second: Scroggin	Vote: 6-1-0 (Commissioner Nierderman voted 'no'.)	
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date: <u>June 6, 2017 (Tentative)</u>	☐ Approved	☐ Denied	

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - o §161.29, NC, Neighborhood Conservation (Existing)
 - o §161.12, RI-U, Residential Intermediate, Urban (Proposed)
- Request Letter
- Adjacent Property Images
- Walker Park Neighborhood Illustrative Map
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.29 - Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cottage Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single Family	40 feet
Two Family	80 feet
Three Family	90 feet

(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations.*

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

Rear, from center line of an alley	12 feet
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(F) *Building Height Regulations.*

Building Height Maximum	45 feet
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(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, § 1(Exh. A), 10-6-15)

ADM 16-5631 EXHIBIT “A”
From Ordinance 5945
Not Yet Codified

§161.12 - District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory Dwellings
Unit 44	Cluster Housing Development

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family Dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

ADM 16-5631 EXHIBIT "A"

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	30/45 feet
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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.

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

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

Request Letter

Written description of rezoning request

Prepared 3/27/2017 for parcels: 765-03358-000 and 765-03359-000.

a) Current ownership information and any proposed or pending property sales.

The current owner Sugarland Properties LLC and there are no pending sales.

b) Reason (need) for requesting the zoning change.

The owner is planning to develop single-family housing with narrow lot widths.

attached

c) Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance, and signage.

The proposed rezoning is consistent with surrounding properties. In terms of land use, the surrounding properties are single family detached units. In terms of traffic, South College Avenue has excess capacity. In terms of appearance and signage, the design standards of RI-U will ensure that any new development is contextually sensitive to the existing neighborhood character.

d) Availability of water and sewer (state size of lines).

The site is served by a 6" water line and a 6" sewer line in the College Avenue ROW.

e) The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

The proposed zoning is consistent with City Plan 2030 and the Walker Park Neighborhood Master Plan. Given the surrounding land uses, RI-U allows for appropriate infill and advances Fayetteville's goal to grow a livable transportation network.

f) Whether the proposed zoning is justified and/or needed at the time of the request.

The proposed rezoning is needed to allow for a financially feasible number of single-family detached and to be developed on the site. It is justified by the proximity to a major transportation corridors and Walker Park.

g) Whether the proposed zoning will create or appreciably increase traffic danger and congestion.

The proposed rezoning will not create a traffic danger or appreciably increase congestion.

h) Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

While the proposed rezoning will alter the population density, it will not undesirably increase the load on public services. A moderate increase in density increases the operating and/or maintenance efficiencies of public services: it allows more children to be bussed per mile and more residents to be served per linear foot of water or sewer line.

i) Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.

NC does not allow for narrow lot widths or flexibility in meeting future housing demand.

RZN 17-5776

Adjacent Properties with Square Footages of Structures



1318 S. College (860 s.f.)



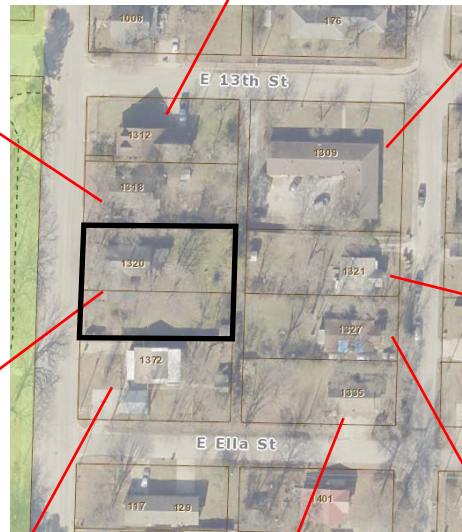
Subject Property



1372 S. College (754 s.f.)



1312 S. College (828 s.f.)



1335 S. Washington (784 s.f.)



1309 S. Washington
(4-Family; 3,328 s.f.)



1321 S. Washington (1,038 s.f.)



1327 S. Washington (1,118 s.f.)

All structure sizes based on Washington County Assessor data.

Walker Park Neighborhood Illustrative Plan

Senior
Center

Walker
Park

Subject
Parcels

9th St.

11th St.

12th St.

13th St.

Ella St.

15th St.

College Ave.

Washington Ave.

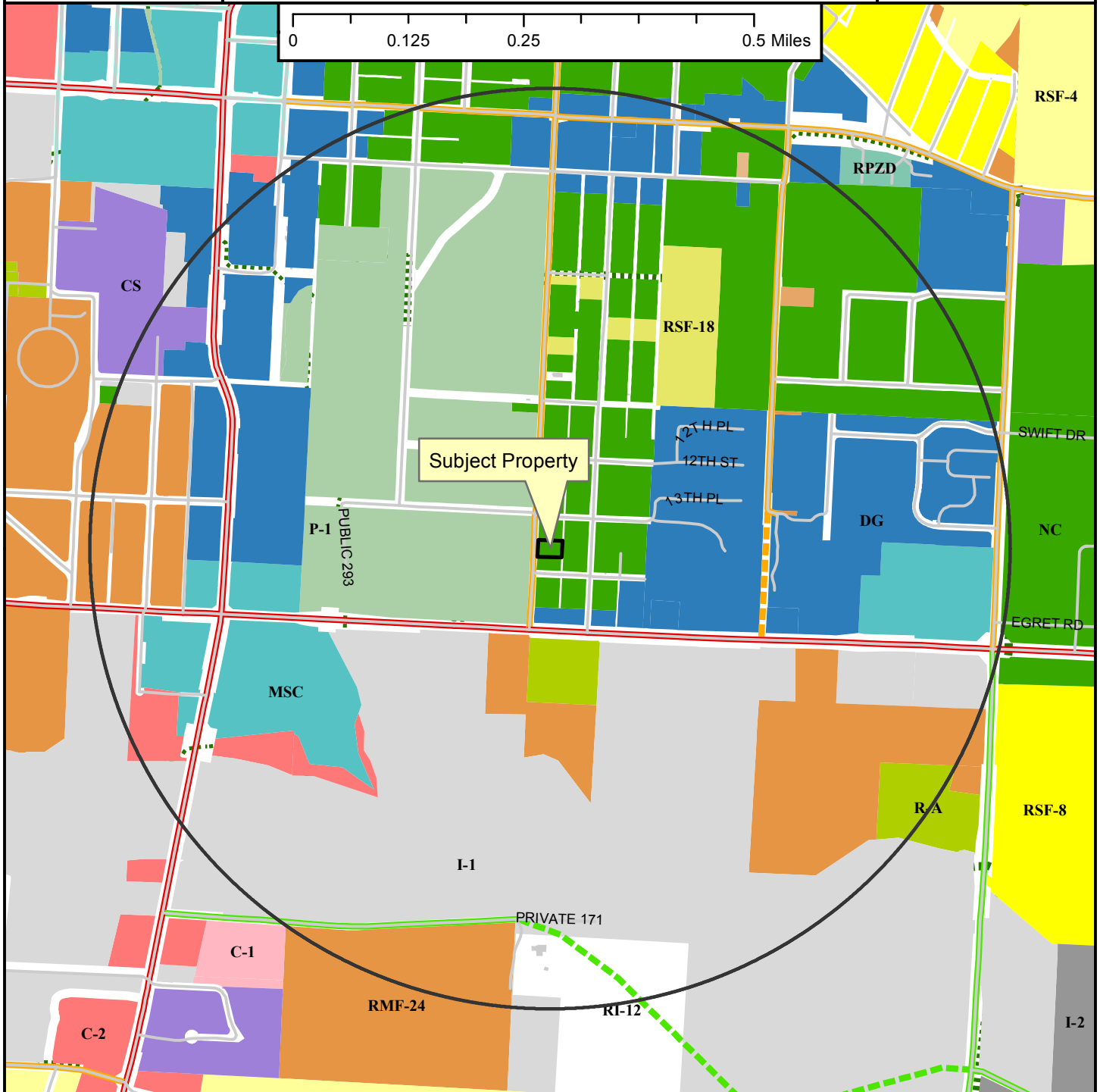
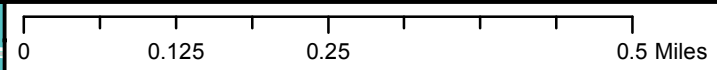


RZN 17-5776

SUGARLAND PROPERTIES

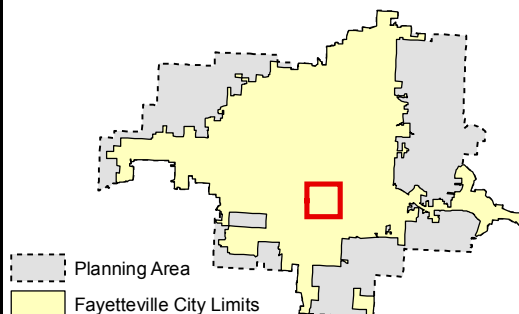


One Mile View



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
 - RT-12 Residential Two and Three-family
 - RMF-6
 - RMF-12
 - RMF-18
 - RMF-24
 - RMF-40
 - RESIDENTIAL MULTI-FAMILY**
 - RT-12 Residential Two and Three-family
 - RMF-6
 - RMF-12
 - RMF-18
 - RMF-24
 - RMF-40
 - INDUSTRIAL**
 - I-1 Heavy Commercial and Light Industrial
 - I-2 General Industrial
- EXTRACTION**
- E-1
- COMMERCIAL**
- Commercial-Office
 - C-1
 - C-2
 - C-3
- FORM BASED DISTRICTS**
- Downtown Core
 - Urban Thoroughfare
 - Main Street Center
 - Downtown General
 - Community Services
 - Neighborhood Services
 - Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
- Commercial, Industrial, Residential
- INSTITUTIONAL**
- P-1

RZN 17-5776

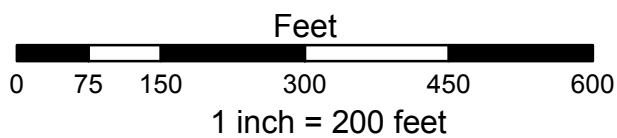
SUGARLAND PROPERTIES

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Building Footprint



- Residential-Agricultural
- RMF-24
- I-1 Heavy Commercial and Light Industrial
- Downtown General
- Neighborhood Conservation
- P-1

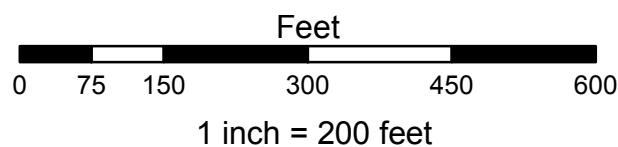
RZN 17-5776

Current Land Use

SUGARLAND PROPERTIES



- RZN17-5776
- Address
- Street
- COLLECTOR
- PRINCIPAL ARTERIAL
- Shared Use Paved Trail
- County Parcels
- Planning Area
- Fayetteville City Limits



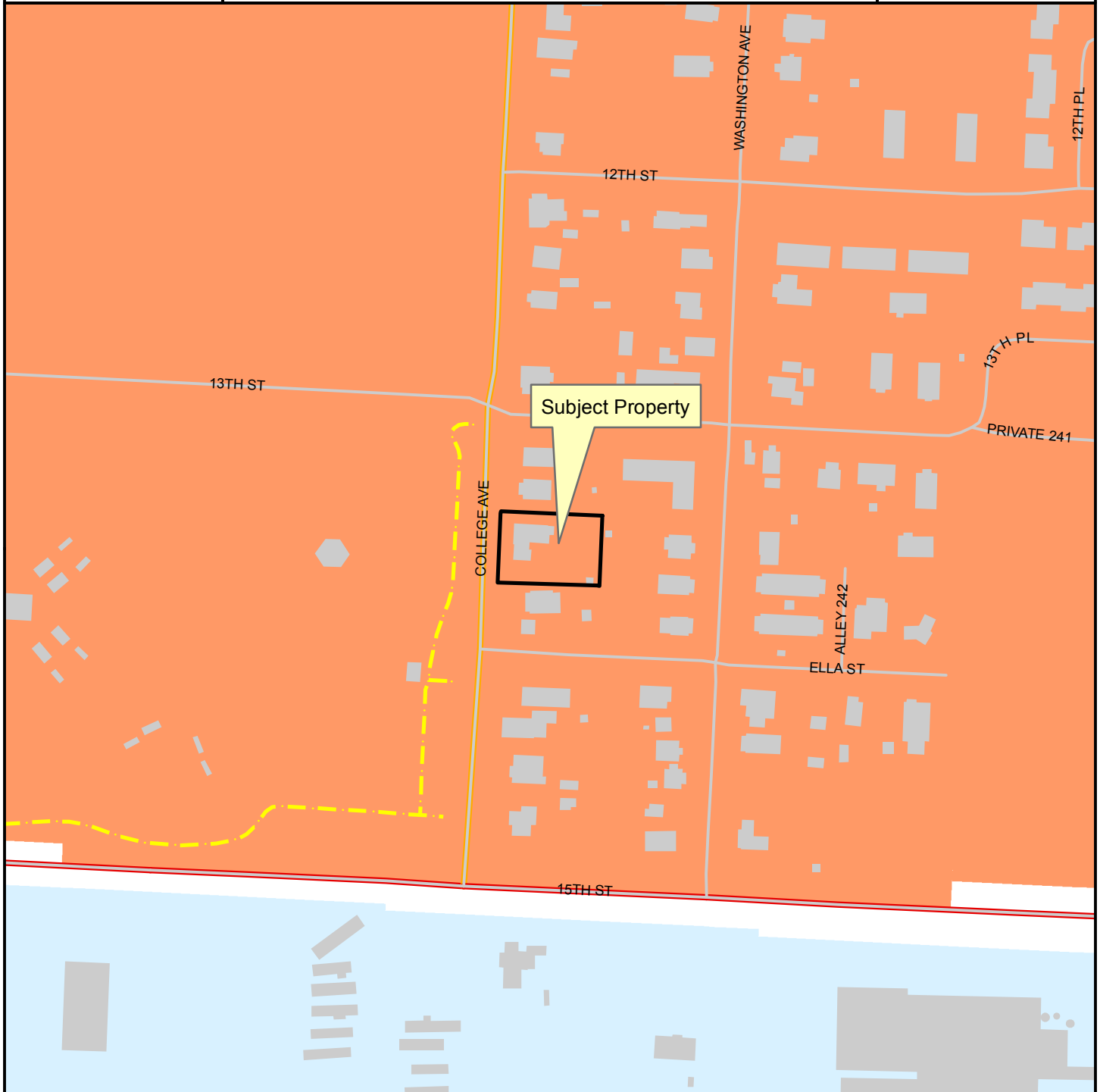
FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

RZN 17-5776

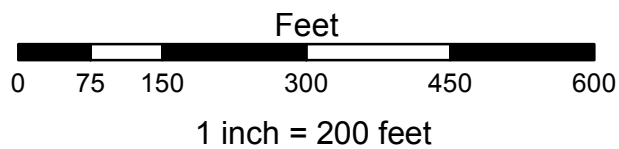
SUGARLAND PROPERTIES

Future Land Use



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Building Footprint



FUTURE LAND USE 2030

- Industrial
- Complete Neighborhood Plan

Handed out at the 6/20/17 City Council Mtg.
C.2 RZN 17-5776 (1320 S. College Ave. / Sugarland Properties)





City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0320

Agenda Date: 7/6/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 1

BID #17-32 GOINS ENTERPRISES, INC.:

A RESOLUTION TO AWARD BID #17-32 AND AUTHORIZE A CONTRACT WITH GOINS ENTERPRISES, INC. IN THE AMOUNT OF \$1,919,872.00 FOR THE CONSTRUCTION OF THE MARTIN LUTHER KING, JR. BOULEVARD, HUNTSVILLE ROAD, AND GARDEN PARK APARTMENTS WATERLINE IMPROVEMENT PROJECTS, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$288,000.00, AND TO APPROVE 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 No. 17-32 and authorizes Mayor Jordan to sign a contract with Goins Enterprises, Inc. in the amount of \$1,919,872.00 for the construction of the Martin Luther King, Jr. Boulevard, Huntsville Road, and Garden Park Apartments Waterline Improvement Projects, and further approves a project contingency in the amount of \$288,000.00.

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

City of Fayetteville Staff Review Form

2017-0320

Legistar File ID

7/6/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Matt Casey

5/16/2017

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

City Council approval awarding a contract in the amount of \$1,919,872.00 to Goins Enterprises, Inc. for the construction of the MLK Blvd, Huntsville Rd, and Garden Park Apartments Waterline Improvement Project and approval of a project contingency of \$288,000.00 (15%). In addition, approval of a budget adjustment is requested.

Budget Impact:

5400.720.5600.5808.00

Water and Sewer

Account Number

Fund

12009.1

Water and Sewer Rehabilitation/Replacement

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 5,441,960.00

Funds Obligated \$ 84,860.54

Current Balance \$ 5,357,099.46

Does item have a cost? Yes

Item Cost \$ 2,207,872.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 541,864.00

Remaining Budget \$ 3,691,091.46

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: Item cost reflects contract of \$1,919,872.00 plus a contingency of \$288,000.00 for a total item cost of \$2,207,872.00.



MEETING OF JULY 6, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Tim Nyander, Utilities Director
Chris Brown, City Engineer

FROM: Matt Casey, Engineering Design Manager

DATE: June 9 2017

SUBJECT: **Approval of a contract in the amount of \$1,919,872.00 with Goins Enterprises, Inc. for the construction of the MLK Blvd, Huntsville Rd, and Garden Park Apartments Waterline Improvement Project, approval of a project contingency in the amount of \$288,000.00 (15%) and approval of a budget adjustment.**

RECOMMENDATION:

Staff recommends a Resolution approving a contract in the amount of \$1,919,872.00 with Goins Enterprises, Inc. for the construction of the MLK Blvd, Huntsville Rd, and Garden Park Apartments Waterline Improvement Project, approving a project contingency in the amount of \$288,000.00 (15%) and approving a budget adjustment.

BACKGROUND:

The City of Fayetteville Engineering Division has prepared the design for new waterline construction in three locations. The first location includes the installation of a new 18" water line along the south side of MLK Blvd. from Smokehouse Trail to Dinsmore Trail. There is an existing 12" main in this location that was constructed in 1983. This line is the main feed to the City of Farmington.

The second location includes the installation of a new 12" water line along the north side of Huntsville Rd. from Sherman Ave. to Happy Hollow Rd. This line will replace an existing 8" water main that was installed in 1966. This will be a continuation of the 12" water main that was installed as part of the Happy Hollow/Huntsville Rd. street intersection project constructed in 2005.

The third location includes installation of a new 8" line within the Garden Park Apartments. This line will replace an existing 6" line constructed in 1988 that experiences frequent breaks.

DISCUSSION:

On May 16, 2017, the City received five (5) construction bids for this project. Goins Enterprises, Inc. submitted the low bid of \$1,919,872.00 which was approximately 1.1% below the Engineer's Estimate of \$2,164,230.00.

Engineering staff recommends awarding this contract to Goins Enterprises, Inc. The contract time is 365 days (12 months) for final completion.

BUDGET/STAFF IMPACT:

The water and sewer relocations in this project are funded by the Water and Sewer Fund. Of the total project budget, only \$1,666,008 was budgeted to come from Impact Fees. A budget adjustment is requested for \$541,864 to come directly from Water Impact Fees.

Attachments:

Bid Tab

Bid 17-32 Submittal – Goins Enterprises, Inc.

Agreement

Vicinity Maps

Budget Adjustment



**CITY OF
FAYETTEVILLE
ARKANSAS**

CITY OF FAYETTEVILLE, ARKANSAS
Bid 17-32, Construction - Waterline Projects

OFFICIAL BID TABULATION

BID OPENING: 05/16/2017; 2:00 PM

Certification of Funds: \$2,200,000.00
Max Bid Award Limit: \$2,750,000.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Brothers Construction, Inc.		Goins Enterprises, Inc.		Goodwin and Goodwin, Inc.		Seven Valley's Construction Co. Inc.		Tri-Star Contractors, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Bid Schedule 1 (MLK Blvd.)													
1	Act 219 1993 Trench and Excavation System for Water and Sewer Installation	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
2	Traffic Control & Maintenance	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00
3	Mobilization (Shall not exceed 5% of Schedule Bid)	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 45,000.00	\$ 45,000.00	\$ 50,000.00	\$ 50,000.00	\$ 45,000.00	\$ 45,000.00	\$ 75,981.89	\$ 75,981.89
4	Site Preparation (Clearing, Grubbing, & Demolition)	LS	1	\$ 170,000.00	\$ 170,000.00	\$ 6,500.00	\$ 6,500.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
5	Insurance and Bonding	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 40,000.00	\$ 40,000.00	\$ 13,000.00	\$ 13,000.00	\$ 22,457.70	\$ 22,457.70
6	Construction Staking	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00
7	18" DIP, Class 350 Water Main	LF	2,881	\$ 82.50	\$ 237,682.50	\$ 97.00	\$ 279,457.00	\$ 220.00	\$ 633,820.00	\$ 96.00	\$ 276,576.00	\$ 145.31	\$ 418,638.11
8	12" PVC, C-900, Class 200 DR-14 Water Main	LF	160	\$ 58.00	\$ 9,280.00	\$ 50.00	\$ 8,000.00	\$ 85.00	\$ 13,600.00	\$ 65.00	\$ 10,400.00	\$ 75.00	\$ 12,000.00
9	8" PVC, C-900, Class 200 DR-14 Water Main	LF	290	\$ 50.00	\$ 14,500.00	\$ 40.00	\$ 11,600.00	\$ 85.00	\$ 24,650.00	\$ 48.00	\$ 13,920.00	\$ 41.00	\$ 11,890.00
10	6" PVC, C-900, Class 200 DR-14 Water Main	LF	55	\$ 48.00	\$ 2,640.00	\$ 35.00	\$ 1,925.00	\$ 85.00	\$ 4,675.00	\$ 45.00	\$ 2,475.00	\$ 40.00	\$ 2,200.00
11	1" Copper, Type K-Soft Water Service Tubing	LF	260	\$ 35.00	\$ 9,100.00	\$ 25.00	\$ 6,500.00	\$ 25.00	\$ 6,500.00	\$ 30.00	\$ 7,800.00	\$ 35.00	\$ 9,100.00
12	18" Butterfly Valve with Box	EA	8	\$ 5,100.00	\$ 40,800.00	\$ 8,500.00	\$ 68,000.00	\$ 6,300.00	\$ 50,400.00	\$ 6,300.00	\$ 50,400.00	\$ 9,200.00	\$ 73,600.00
13	12" Butterfly Valve with Box	EA	5	\$ 3,500.00	\$ 17,500.00	\$ 4,500.00	\$ 22,500.00	\$ 3,800.00	\$ 19,000.00	\$ 3,600.00	\$ 18,000.00	\$ 7,500.00	\$ 37,500.00
14	12" Inserta Valve	EA	2	\$ 22,000.00	\$ 44,000.00	\$ 22,000.00	\$ 44,000.00	\$ 25,000.00	\$ 50,000.00	\$ 25,000.00	\$ 50,000.00	\$ 24,650.00	\$ 49,300.00
15	8" Gate Valve with Box	EA	6	\$ 1,600.00	\$ 9,600.00	\$ 2,500.00	\$ 15,000.00	\$ 2,800.00	\$ 16,800.00	\$ 2,050.00	\$ 12,300.00	\$ 1,800.00	\$ 10,800.00
16	6" Gate Valve with Box	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00	\$ 1,725.00	\$ 3,450.00	\$ 1,400.00	\$ 2,800.00
17	Three Way Fire Hydrant Assembly with Valve	EA	8	\$ 4,500.00	\$ 36,000.00	\$ 4,500.00	\$ 36,000.00	\$ 5,700.00	\$ 45,600.00	\$ 4,600.00	\$ 36,800.00	\$ 5,300.00	\$ 42,400.00
18	Remove Existing Fire Hydrant and Deliver to Owner	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00	\$ 800.00	\$ 2,400.00	\$ 1,000.00	\$ 3,000.00	\$ 900.00	\$ 2,700.00
19	12" X 12" Tapping Sleeve and Valve with Box	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 6,600.00	\$ 6,600.00	\$ 5,200.00	\$ 5,200.00
20	12" X 8" Tapping Sleeve and Valve Box	EA	2	\$ 3,600.00	\$ 7,200.00	\$ 4,500.00	\$ 9,000.00	\$ 5,500.00	\$ 11,000.00	\$ 4,600.00	\$ 9,200.00	\$ 4,800.00	\$ 9,600.00
21	8" X 8" Tapping Sleeve and Valve Box	EA	5	\$ 3,400.00	\$ 17,000.00	\$ 4,000.00	\$ 20,000.00	\$ 5,000.00	\$ 25,000.00	\$ 4,500.00	\$ 22,500.00	\$ 3,800.00	\$ 19,000.00
22	6" X 6" Tapping Sleeve and Valve Box	EA	1	\$ 3,200.00	\$ 3,200.00	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00
23	Epoxy Coated Ductile Iron Fittings	LB	55,000	\$ 2.00	\$ 110,000.00	\$ 1.85	\$ 101,750.00	\$ 0.01	\$ 550.00	\$ 9.00	\$ 495,000.00	\$ 11.00	\$ 605,000.00
24	Single Meter Setting, Complete, Including Pressure Reducer, and Plumber Connection to Existing Building Service	EA	13	\$ 800.00	\$ 10,400.00	\$ 900.00	\$ 11,700.00	\$ 1,250.00	\$ 16,250.00	\$ 1,050.00	\$ 13,650.00	\$ 1,800.00	\$ 23,400.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Brothers Construction, Inc.		Goins Enterprises, Inc.		Goodwin and Goodwin, Inc.		Seven Valley's Construction Co. Inc.		Tri-Star Contractors, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
25	Remove Existing Meter Setting	EA	7	\$ 200.00	\$ 1,400.00	\$ 200.00	\$ 1,400.00	\$ 200.00	\$ 1,400.00	\$ 500.00	\$ 3,500.00	\$ 800.00	\$ 5,600.00
26	8" Saddle, 1" Corporation Stop and Tap	EA	1	\$ 200.00	\$ 200.00	\$ 750.00	\$ 750.00	\$ 250.00	\$ 250.00	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00
27	18" Saddle, 1" Corporation Stop and Tap	EA	12	\$ 350.00	\$ 4,200.00	\$ 800.00	\$ 9,600.00	\$ 600.00	\$ 7,200.00	\$ 515.00	\$ 6,180.00	\$ 1,100.00	\$ 13,200.00
28	16" Steel Encasement by Bore	LF	95	\$ 235.00	\$ 22,325.00	\$ 285.00	\$ 27,075.00	\$ 250.00	\$ 23,750.00	\$ 260.00	\$ 24,700.00	\$ 320.00	\$ 30,400.00
29	24" Steel Encasement by Bore	LF	90	\$ 275.00	\$ 24,750.00	\$ 350.00	\$ 31,500.00	\$ 350.00	\$ 31,500.00	\$ 675.00	\$ 60,750.00	\$ 400.00	\$ 36,000.00
30	36" Direct Bury Steel Encasement	LF	72	\$ 200.00	\$ 14,400.00	\$ 300.00	\$ 21,600.00	\$ 350.00	\$ 25,200.00	\$ 300.00	\$ 21,600.00	\$ 400.00	\$ 28,800.00
31	Cut and Cap Existing 12" Water Main	EA	2	\$ 2,300.00	\$ 4,600.00	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00	\$ 3,050.00	\$ 6,100.00	\$ 2,100.00	\$ 4,200.00
32	Cut and Cap Existing 8" Water Main	EA	4	\$ 2,100.00	\$ 8,400.00	\$ 1,200.00	\$ 4,800.00	\$ 1,800.00	\$ 7,200.00	\$ 2,185.00	\$ 8,740.00	\$ 1,800.00	\$ 7,200.00
33	Cut and Cap Existing 6" Water Main	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,100.00	\$ 1,100.00
34	Abandon Existing Water Valve	EA	13	\$ 100.00	\$ 1,300.00	\$ 750.00	\$ 9,750.00	\$ 300.00	\$ 3,900.00	\$ 850.00	\$ 11,050.00	\$ 800.00	\$ 10,400.00
35	Connect New 1" Service Line to Existing Service Line	EA	1	\$ 200.00	\$ 200.00	\$ 1,000.00	\$ 1,000.00	\$ 400.00	\$ 400.00	\$ 200.00	\$ 200.00	\$ 1,000.00	\$ 1,000.00
36	Remove Existing Cap and Connect New 12" Water Main to Existing 12" Water Main	EA	1	\$ 600.00	\$ 600.00	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 2,200.00	\$ 2,200.00
37	Rock Excavation	CY	100	\$ 95.00	\$ 9,500.00	\$ 120.00	\$ 12,000.00	\$ 125.00	\$ 12,500.00	\$ 125.00	\$ 12,500.00	\$ 180.00	\$ 18,000.00
38	Temp. Asphalt Paving (Maintenance of Traffic)	Ton	35	\$ 135.00	\$ 4,725.00	\$ 70.00	\$ 2,450.00	\$ 160.00	\$ 5,600.00	\$ 140.00	\$ 4,900.00	\$ 570.00	\$ 19,950.00
39	Asphalt T-Patch (Street and Driveway Repair)	SY	290	\$ 47.00	\$ 13,630.00	\$ 135.00	\$ 39,150.00	\$ 80.00	\$ 23,200.00	\$ 120.00	\$ 34,800.00	\$ 95.00	\$ 27,550.00
40	Concrete T-Patch (Street and Driveway Repair)	SY	235	\$ 70.00	\$ 16,450.00	\$ 85.00	\$ 19,975.00	\$ 80.00	\$ 18,800.00	\$ 120.00	\$ 28,200.00	\$ 120.00	\$ 28,200.00
41	Gravel Driveway Repair	Ton	75	\$ 40.00	\$ 3,000.00	\$ 30.00	\$ 2,250.00	\$ 40.00	\$ 3,000.00	\$ 25.00	\$ 1,875.00	\$ 45.00	\$ 3,375.00
42	Concrete Curb & Gutter Replacement	LF	20	\$ 20.00	\$ 400.00	\$ 45.00	\$ 900.00	\$ 30.00	\$ 600.00	\$ 60.00	\$ 1,200.00	\$ 60.00	\$ 1,200.00
43	4" Concrete Sidewalk Repair	SY	20	\$ 36.00	\$ 720.00	\$ 65.00	\$ 1,300.00	\$ 65.00	\$ 1,300.00	\$ 80.00	\$ 1,600.00	\$ 125.00	\$ 2,500.00
44	Barbed Wire Fence Replacement	LF	50	\$ 15.00	\$ 750.00	\$ 20.00	\$ 1,000.00	\$ 10.00	\$ 500.00	\$ 5.00	\$ 250.00	\$ 40.00	\$ 2,000.00
45	Site Restoration	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 4,500.00	\$ 4,500.00	\$ 15,000.00	\$ 15,000.00	\$ 34,000.00	\$ 34,000.00	\$ 12,000.00	\$ 12,000.00
46	Tree Protection Fencing	LF	200	\$ 15.00	\$ 3,000.00	\$ 5.00	\$ 1,000.00	\$ 8.00	\$ 1,600.00	\$ 5.00	\$ 1,000.00	\$ 7.00	\$ 1,400.00
47	Site Photographs & Video	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00
48	Erosion Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 3,500.00	\$ 3,500.00	\$ 20,000.00	\$ 20,000.00	\$ 19,700.00	\$ 19,700.00	\$ 25,000.00	\$ 25,000.00
Total Amount Bid (Schedule 1)					\$ 1,098,352.50		\$ 935,932.00		\$ 1,285,145.00		\$ 1,422,716.00		\$ 1,755,842.70
Bid Schedule 2 (Huntsville Rd.)													
49	Act 291 1993 Trench and Excavation System for Water and Sewer Installation	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00
50	Traffic Control & Maintenance	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
51	Mobilization (Shall not exceed 5% of Schedule Bid)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 4,000.00	\$ 4,000.00	\$ 22,612.17	\$ 22,612.17
52	Site Preparation (Clearing, Grubbing, & Demolition)	LS	1	\$ 52,000.00	\$ 52,000.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 15,000.00	\$ 15,000.00
53	Insurance and Bonding	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3,600.00	\$ 3,600.00	\$ 6,683.40	\$ 6,683.40
54	Construction Staking	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00
55	12" PVC, C-900, Class 200 DR-14 Water Main	LF	940	\$ 58.00	\$ 54,520.00	\$ 83.00	\$ 78,020.00	\$ 115.00	\$ 108,100.00	\$ 80.00	\$ 75,200.00	\$ 75.00	\$ 70,500.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Brothers Construction, Inc.		Goins Enterprises, Inc.		Goodwin and Goodwin, Inc.		Seven Valley's Construction Co. Inc.		Tri-Star Contractors, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
56	8" PVC, C-900, Class 200 DR-14 Water Main	LF	5	\$ 50.00	\$ 250.00	\$ 45.00	\$ 225.00	\$ 65.00	\$ 325.00	\$ 70.00	\$ 350.00	\$ 41.00	\$ 205.00
57	6" PVC, C-900, Class 200 DR-14 Water Main	LF	115	\$ 48.00	\$ 5,520.00	\$ 35.00	\$ 4,025.00	\$ 65.00	\$ 7,475.00	\$ 58.00	\$ 6,670.00	\$ 40.00	\$ 4,600.00
58	1" Copper, Type K-Soft Water Service Tubing	LF	575	\$ 35.00	\$ 20,125.00	\$ 25.00	\$ 14,375.00	\$ 25.00	\$ 14,375.00	\$ 25.00	\$ 14,375.00	\$ 35.00	\$ 20,125.00
59	2" HDPE Encasement (By Directional Bore)	LF	300	\$ 85.00	\$ 25,500.00	\$ 53.00	\$ 15,900.00	\$ 60.00	\$ 18,000.00	\$ 45.00	\$ 13,500.00	\$ 54.00	\$ 16,200.00
60	12" Butterfly Valve with Box	EA	5	\$ 3,500.00	\$ 17,500.00	\$ 4,500.00	\$ 22,500.00	\$ 3,800.00	\$ 19,000.00	\$ 3,600.00	\$ 18,000.00	\$ 7,500.00	\$ 37,500.00
61	6" Gate Valve with Box	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00	\$ 1,725.00	\$ 3,450.00	\$ 1,400.00	\$ 2,800.00
62	Three Way Fire Hydrant Assembly with Valve	EA	2	\$ 4,500.00	\$ 9,000.00	\$ 4,500.00	\$ 9,000.00	\$ 5,700.00	\$ 11,400.00	\$ 4,600.00	\$ 9,200.00	\$ 5,300.00	\$ 10,600.00
63	Remove Existing Fire Hydrant and Deliver to Owner	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 900.00	\$ 900.00
64	12" X 12" Tapping Sleeve and Valve with Box	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 6,600.00	\$ 6,600.00	\$ 5,200.00	\$ 5,200.00
65	8" X 8" Tapping Sleeve and Valve Box	EA	1	\$ 3,400.00	\$ 3,400.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 3,800.00	\$ 3,800.00
66	6" X 6" Tapping Sleeve and Valve Box	EA	1	\$ 3,300.00	\$ 3,300.00	\$ 2,800.00	\$ 2,800.00	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00
67	Epoxy Coated Ductile Iron Fittings	LB	7,500	\$ 2.00	\$ 15,000.00	\$ 1.50	\$ 11,250.00	\$ 0.01	\$ 75.00	\$ 9.00	\$ 67,500.00	\$ 11.00	\$ 82,500.00
68	Single Meter Setting, Complete, Including Pressure Reducer, and Plumber Connection to Existing Building Service	EA	11	\$ 800.00	\$ 8,800.00	\$ 900.00	\$ 9,900.00	\$ 1,200.00	\$ 13,200.00	\$ 1,050.00	\$ 11,550.00	\$ 1,800.00	\$ 19,800.00
69	Double Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,450.00	\$ 1,450.00	\$ 2,700.00	\$ 2,700.00
70	Remove Existing Meter Setting	EA	13	\$ 200.00	\$ 2,600.00	\$ 250.00	\$ 3,250.00	\$ 200.00	\$ 2,600.00	\$ 500.00	\$ 6,500.00	\$ 800.00	\$ 10,400.00
71	12" Saddle, 1" Corporation Stop and Tap	EA	11	\$ 250.00	\$ 2,750.00	\$ 750.00	\$ 8,250.00	\$ 300.00	\$ 3,300.00	\$ 320.00	\$ 3,520.00	\$ 750.00	\$ 8,250.00
72	6" Saddle, 1" Corporation Stop and Tap	EA	1	\$ 200.00	\$ 200.00	\$ 650.00	\$ 650.00	\$ 300.00	\$ 300.00	\$ 275.00	\$ 275.00	\$ 400.00	\$ 400.00
73	24" Direct Bury Steel Casing	LF	20	\$ 170.00	\$ 3,400.00	\$ 250.00	\$ 5,000.00	\$ 150.00	\$ 3,000.00	\$ 160.00	\$ 3,200.00	\$ 155.00	\$ 3,100.00
74	Cut and Cap Existing 8" Water Main	EA	2	\$ 2,100.00	\$ 4,200.00	\$ 2,500.00	\$ 5,000.00	\$ 1,800.00	\$ 3,600.00	\$ 2,185.00	\$ 4,370.00	\$ 1,800.00	\$ 3,600.00
75	Cut and Cap Existing 6" Water Main	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,100.00	\$ 1,100.00
76	Abandon Existing Water Valve	EA	2	\$ 100.00	\$ 200.00	\$ 1,500.00	\$ 3,000.00	\$ 300.00	\$ 600.00	\$ 850.00	\$ 1,700.00	\$ 800.00	\$ 1,600.00
77	Rock Excavation	CY	50	\$ 95.00	\$ 4,750.00	\$ 120.00	\$ 6,000.00	\$ 125.00	\$ 6,250.00	\$ 1.00	\$ 50.00	\$ 180.00	\$ 9,000.00
78	Temp. Asphalt Paving (Maintenance of Traffic)	Ton	40	\$ 135.00	\$ 5,400.00	\$ 70.00	\$ 2,800.00	\$ 160.00	\$ 6,400.00	\$ 140.00	\$ 5,600.00	\$ 570.00	\$ 22,800.00
79	Asphalt T-Patch (Street and Driveway Repair)	SY	460	\$ 47.00	\$ 21,620.00	\$ 135.00	\$ 62,100.00	\$ 85.00	\$ 39,100.00	\$ 120.00	\$ 55,200.00	\$ 95.00	\$ 43,700.00
80	Concrete T-Patch (Street and Driveway Repair)	SY	52	\$ 70.00	\$ 3,640.00	\$ 85.00	\$ 4,420.00	\$ 85.00	\$ 4,420.00	\$ 120.00	\$ 6,240.00	\$ 120.00	\$ 6,240.00
81	Gravel Driveway Repair	Ton	150	\$ 40.00	\$ 6,000.00	\$ 30.00	\$ 4,500.00	\$ 45.00	\$ 6,750.00	\$ 25.00	\$ 3,750.00	\$ 45.00	\$ 6,750.00
82	Concrete Curb & Gutter Replacement	LF	30	\$ 20.00	\$ 600.00	\$ 45.00	\$ 1,350.00	\$ 30.00	\$ 900.00	\$ 60.00	\$ 1,800.00	\$ 60.00	\$ 1,800.00
83	4" Concrete Sidewalk Repair	SY	70	\$ 36.00	\$ 2,520.00	\$ 65.00	\$ 4,550.00	\$ 65.00	\$ 4,550.00	\$ 80.00	\$ 5,600.00	\$ 125.00	\$ 8,750.00
84	Site Restoration	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 13,000.00	\$ 13,000.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Brothers Construction, Inc.		Goins Enterprises, Inc.		Goodwin and Goodwin, Inc.		Seven Valley's Construction Co. Inc.		Tri-Star Contractors, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
85	Tree Protection Fencing	LF	150	\$ 15.00	\$ 2,250.00	\$ 3.00	\$ 450.00	\$ 8.00	\$ 1,200.00	\$ 5.00	\$ 750.00	\$ 7.00	\$ 1,050.00
86	Site Photographs & Video	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
87	Erosion Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,400.00	\$ 5,400.00	\$ 14,000.00	\$ 14,000.00
88	4" White Bicycle Lane Striping	LF	840	\$ 2.00	\$ 1,680.00	\$ 5.00	\$ 4,200.00	\$ 3.00	\$ 2,520.00	\$ 1.75	\$ 1,470.00	\$ 1.00	\$ 840.00
89	Bicycle Lane Symbol	EA	2	\$ 500.00	\$ 1,000.00	\$ 300.00	\$ 600.00	\$ 800.00	\$ 1,600.00	\$ 120.00	\$ 240.00	\$ 250.00	\$ 500.00
90	Furnish and Install Mailbox	EA	6	\$ 100.00	\$ 600.00	\$ 250.00	\$ 1,500.00	\$ 200.00	\$ 1,200.00	\$ 400.00	\$ 2,400.00	\$ 300.00	\$ 1,800.00
Total Amount Bid (Schedule 2)					\$ 351,425.00		\$ 351,015.00		\$ 379,940.00		\$ 369,510.00		\$ 495,905.57
Bid Schedule 3 (Garden Park Apartments)													
91	Act 291 1993 Trench and Excavation System for Water and Sewer Installation	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
92	Traffic Control & Maintenance	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00
93	Mobilization (Shall not exceed 5% of Schedule Bid)	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 24,864.45	\$ 24,864.45
94	Site Preparation (Clearing, Grubbing, & Demolition)	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 1,000.00	\$ 1,000.00	\$ 7,500.00	\$ 7,500.00
95	Insurance and Bonding	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 6,400.00	\$ 6,400.00	\$ 8,328.90	\$ 8,328.90
96	Construction Staking	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00
97	8" PVC, C-900, Class 200 DR-14 Water Main	LF	1,810	\$ 50.00	\$ 90,500.00	\$ 70.00	\$ 126,700.00	\$ 100.00	\$ 181,000.00	\$ 71.00	\$ 128,510.00	\$ 41.00	\$ 74,210.00
98	6" PVC, C-900, Class 200 DR-14 Water Main	LF	40	\$ 48.00	\$ 1,920.00	\$ 35.00	\$ 1,400.00	\$ 100.00	\$ 4,000.00	\$ 68.00	\$ 2,720.00	\$ 40.00	\$ 1,600.00
99	2" Copper, Type K-Soft Water Service Tubing	LF	165	\$ 46.00	\$ 7,590.00	\$ 25.00	\$ 4,125.00	\$ 45.00	\$ 7,425.00	\$ 50.00	\$ 8,250.00	\$ 40.00	\$ 6,600.00
100	8" Gate Valve with Box	EA	10	\$ 1,600.00	\$ 16,000.00	\$ 2,500.00	\$ 25,000.00	\$ 2,800.00	\$ 28,000.00	\$ 2,050.00	\$ 20,500.00	\$ 1,800.00	\$ 18,000.00
101	6" Gate Valve with Box	EA	3	\$ 1,200.00	\$ 3,600.00	\$ 2,000.00	\$ 6,000.00	\$ 2,500.00	\$ 7,500.00	\$ 1,725.00	\$ 5,175.00	\$ 1,400.00	\$ 4,200.00
102	2" Ball Valve with Box	EA	6	\$ 700.00	\$ 4,200.00	\$ 500.00	\$ 3,000.00	\$ 1,000.00	\$ 6,000.00	\$ 550.00	\$ 3,300.00	\$ 950.00	\$ 5,700.00
103	Three Way Fire Hydrant Assembly with Valve	EA	3	\$ 4,500.00	\$ 13,500.00	\$ 4,500.00	\$ 13,500.00	\$ 5,500.00	\$ 16,500.00	\$ 4,500.00	\$ 13,500.00	\$ 5,300.00	\$ 15,900.00
104	Remove Existing Fire Hydrant and Deliver to Owner	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00	\$ 800.00	\$ 2,400.00	\$ 1,000.00	\$ 3,000.00	\$ 900.00	\$ 2,700.00
105	8" X 8" Tapping Sleeve and Valve Box	EA	1	\$ 3,400.00	\$ 3,400.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 3,800.00	\$ 3,800.00
106	6" X 6" Tapping Sleeve and Valve Box	EA	3	\$ 3,300.00	\$ 9,900.00	\$ 2,800.00	\$ 8,400.00	\$ 4,500.00	\$ 13,500.00	\$ 4,000.00	\$ 12,000.00	\$ 3,000.00	\$ 9,000.00
107	Epoxy Coated Ductile Iron Fittings	LB	9,500	\$ 2.00	\$ 19,000.00	\$ 1.50	\$ 14,250.00	\$ 0.01	\$ 95.00	\$ 9.00	\$ 85,500.00	\$ 11.00	\$ 104,500.00
108	Remove Existing Meter Setting	EA	6	\$ 200.00	\$ 1,200.00	\$ 450.00	\$ 2,700.00	\$ 400.00	\$ 2,400.00	\$ 500.00	\$ 3,000.00	\$ 800.00	\$ 4,800.00
109	1 1/2" Meter Setting, Complete, Including Pressure Reducer, and Plumber Connection to Existing Service	EA	6	\$ 3,400.00	\$ 20,400.00	\$ 3,500.00	\$ 21,000.00	\$ 4,500.00	\$ 27,000.00	\$ 4,000.00	\$ 24,000.00	\$ 3,000.00	\$ 18,000.00
110	8" Saddle, 1" Corporation Stop and Tap	EA	0	\$ 200.00	\$ -		\$ -	\$ 250.00	\$ -	\$ 300.00	\$ -	\$ 500.00	\$ -
111	16" Direct Bury Steel Casing	LF	20	\$ 165.00	\$ 3,300.00	\$ 185.00	\$ 3,700.00	\$ 100.00	\$ 2,000.00	\$ 90.00	\$ 1,800.00	\$ 100.00	\$ 2,000.00
112	Cut and Cap Existing 6" Water Main	EA	4	\$ 2,000.00	\$ 8,000.00	\$ 2,500.00	\$ 10,000.00	\$ 1,500.00	\$ 6,000.00	\$ 2,000.00	\$ 8,000.00	\$ 1,100.00	\$ 4,400.00
113	Abandon Existing Water Valve	EA	12	\$ 100.00	\$ 1,200.00	\$ 750.00	\$ 9,000.00	\$ 300.00	\$ 3,600.00	\$ 850.00	\$ 10,200.00	\$ 800.00	\$ 9,600.00
114	Rock Excavation	CY	50	\$ 95.00	\$ 4,750.00	\$ 120.00	\$ 6,000.00	\$ 125.00	\$ 6,250.00	\$ 75.00	\$ 3,750.00	\$ 180.00	\$ 9,000.00
115	Temp. Asphalt Paving (Maintenance of Traffic)	Ton	75	\$ 135.00	\$ 10,125.00	\$ 70.00	\$ 5,250.00	\$ 160.00	\$ 12,000.00	\$ 140.00	\$ 10,500.00	\$ 570.00	\$ 42,750.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Brothers Construction, Inc.		Goins Enterprises, Inc.		Goodwin and Goodwin, Inc.		Seven Valley's Construction Co. Inc.		Tri-Star Contractors, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
116	Asphalt T-Patch (Street and Driveway Repair)	SY	2,000	\$ 47.00	\$ 94,000.00	\$ 135.00	\$ 270,000.00	\$ 80.00	\$ 160,000.00	\$ 120.00	\$ 240,000.00	\$ 42.00	\$ 84,000.00
117	Concrete Curb & Gutter Replacement	LF	350	\$ 20.00	\$ 7,000.00	\$ 45.00	\$ 15,750.00	\$ 30.00	\$ 10,500.00	\$ 40.00	\$ 14,000.00	\$ 60.00	\$ 21,000.00
118	4" Concrete Sidewalk Repair	SY	50	\$ 36.00	\$ 1,800.00	\$ 65.00	\$ 3,250.00	\$ 65.00	\$ 3,250.00	\$ 70.00	\$ 3,500.00	\$ 42.00	\$ 2,100.00
119	Asphalt Speed Bump Repair	EA	6	\$ 100.00	\$ 600.00	\$ 800.00	\$ 4,800.00	\$ 500.00	\$ 3,000.00	\$ 550.00	\$ 3,300.00	\$ 1,200.00	\$ 7,200.00
120	4" Yellow Parking Lot Striping	LF	900	\$ 2.00	\$ 1,800.00	\$ 4.00	\$ 3,600.00	\$ 3.00	\$ 2,700.00	\$ 1.75	\$ 1,575.00	\$ 1.00	\$ 900.00
121	Remove and Replace Existing Metal Fence	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
122	Site Restoration	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00
123	Site Photographs & Video	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00
124	Erosion Control	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,000.00	\$ 9,000.00
Total Amount Bid (Schedule 3)					\$ 509,785.00		\$ 632,925.00		\$ 608,620.00		\$ 639,480.00		\$ 522,153.35
TOTAL BASE BID (Schedules 1-3)				\$	1,959,562.50	\$	1,919,872.00	\$	2,273,705.00	\$	2,431,706.00	\$	2,773,901.62

*Highlighting Notes Corrected Calculation Error

CERTIFIED: Andrea Rennie
Andrea Rennie, CPPO, CPPO, Purchasing Manager

[Signature]
Witness

05/23/2017
Date

Bid 17-32, Addendum 1



Date: Wednesday May 10, 2017

To: All Prospective Vendors

From: Les McGaugh – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: Bid 17-32, Construction – Waterline Improvement Projects

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. This addendum includes a revised bid form which shall be used by all bidders. Failure to submit the correct revised bid form in a printed sealed format shall result in bid rejection.
 - a. An electronic fillable copy of the bid form is available for all registered plan holders and will be emailed and referenced as Bid 17-32, FILE 04 – Revised Bid Form.
 - b. A PDF copy of the revised bid form is also included with this addendum and can be used by Bidders.
 - c. Bidders shall submit a printed physical copy of the enclosed revised bid form, this addendum, and all other required documents.
 - d. Bids shall be submitted in a sealed envelope prior to deadline according to submittal procedures outlined in the Project Manual. NO ELECTRONIC COPIES WILL BE ACCEPTED.
2. A non-mandatory pre-bid meeting was held in Room 326 City Hall, 113 W Mountain on Tuesday April 25th, 2017 at 10:00 AM. The sign in sheet of all attendees is attached. The following items were discussed during the pre-bid meeting:
 - a. Does the City require that all materials be made in the United States?

No. There is not a "Buy American" requirement at this time.
 - b. For the 12"x12" tapping sleeves and valves, will a butterfly valve be required in addition to the tapping valve?

Yes. Additional valves have been added on Sheets MLK-2, HR-5 and to the Bid Form.
 - c. Is the pipe material known for the existing mains that will be connected to?

Yes. The plan sheets for each schedule have been updated to show the existing material type.

- d. Is there a detail for the PRV and box?

No. The pressure regulator for the 1 ½" meter settings will be a Watts LF23 or equal and for the 5/8" and ¾" meter settings will be a Watts LFN55B-M1. The regulator box will be a Brooks 2200.

- e. Is Bid Item 110 8", 1" Corporation Stop and Tap necessary since the plans include Bid Item 102 2" Ball Valve with Box?

No. This item is not needed. Bid Item Number 110 will be reduced from 6 to 0.

- f. How does the City want the 18" Butterfly Valves restrained?

The valves may be restrained using swivel adapters or Foster adapters. See Section 4000 of the City's Standard Specifications for more information.

- g. On Sheet HR3, at Sta 2+68 on the profile, the label indicates 12" DIP water line. Is this correct?

No. This is proposed as a 12" PVC main. This label has been corrected on the plan sheet.

- h. On Sheet MLK-11, at STA 27+26, the plan view calls out an 18"x8" tee. Should this be 18"x6"? Also, the Fire hydrant note at this location calls for a tee and reducer that are not shown on the plan.

The tee at STA 27+26 should be an 18"x6" tee with a 6" gate valve. The tee and reducer were previously removed from the project and this note has been corrected. There was also an extra note calling for a tapping sleeve and valve in this area that has been removed.

- i. Will all three schedules be bid together as one contract?

Yes. All three schedules will be bid together with no deductive alternates

- j. What is proposed for existing valve and water line abandoning?

The existing valves will be abandoned per the detail on Sheet W-3. The water mains will be cut and capped as indicated on the plans, not at each valve to be abandoned

- k. For the water lines within the encasements, what type of bell restraints are acceptable? Is there another option to the restrained joint pipe?

See section 4100 Subsection 2.10 for specific models of pipe restraints allowed. Restrained joint pipe is required for all encasement installations.

- l. Are vent pipes required for steel encasements?

No. Vent pipes are not required.

- m. Hydra-Stop Intsa-Valve is not an acceptable alternative.

City of Fayetteville, Arkansas
Attendance Sheet

17-32

Description: Construction - Waterline Improvement Project

Function (circle one): Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 04 / 28 / 2017 Time: 10:00 AM

City staff e-mail includes "@favetteville-ar.gov"

Company	Title	Phone	Email
City of Fayetteville	Purch Agent	479-576-8220	lucough@
boins Enterprises	Project Manager	580-478-8368	contact@goinsent.co
Trii Star contractors	Project manager	479-313-2211	Trii Star contractors@yahoo
NH Buckhac	Project manager	479-225-3184	m.hathorn@yahoo.com
Ferguson	Sales	479-435-0102	Tim.Ferguson@ferguson
Brothers Const	owner	479-883-2217	todd@brothersconstinc
Sweetser Const.	Estimator	479-263-9909	charlie@sweetserconstinc
CITY	ENGR. DESIGN MGR	479-444-3425	missy@fayetteville-ar.gov
City	Public Works Inspector	479-601-3509	Jcarls@fayetteville-ar.gov
CITY	PUBLIC WORKS INSP.	601-3510	PLATERSON@FAYETTEVILLE-AR.G
HD Supply	SALES	479-361-5930	Kokey@ussey.HDSupply
NEC inc	Sup	479-926-3471	Sizemore@nec-const
CITY	Dev. + Const. Mgr.	479-444-3424	jely@fayetteville-ar.gov
SEVEN VALLEY'S CONST.	Supt.	417-846-6448	SEVEN VALLEY'S 2003@yahoo.c

KNOW ALL MEN BY THESE PRESENTS: that we

Joplin, MO 64801

Boston, MA 02117

Fayetteville, Arkansas 72701

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for

DOCUMENT 00410 – BID BOND (continued)

which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of May 20 17.

PRINCIPAL

(CORPORATE SEAL)

Goins Enterprises, Inc.

By

JERRY GOINS, V.P.

SURETY

The Ohio Casualty Insurance Company

By

Kelly R. Watson

ATTORNEY-IN-FACT

(CORPORATE SEAL)

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

END OF DOCUMENT 00410

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7472899

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chandler H. Cullor; Erle D. Benton; Kelly R. Watson; Linda S. Reynolds; Mark E. Gardner; Sandra Burnett; Steven L. Nicholson

all of the city of Overland Park, state of KS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of August, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of August, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of May, 2017.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

DOCUMENT 0400-BID FORM

Contract Name: MLK Blvd., Huntsville Rd. & Garden Park Apartments Water Line Projects

Bid Number: 17-31, Construction

BID TO:

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

BID FROM:

Bidder: GOINS ENTERPRISES, INC.
3255 N COUNTY LANE 252
JOPLIN, MO 64801
417-659-6082

ARTICLE 1- INTENT

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

ARTICLE 2- TERMS AND CONDITIONS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

DOCUMENT 0400-BID FORM (continued)

ARTICLE 3- BIDDER'S REPRESENTATIONS

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

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

<u>Number</u>	<u>Date</u>
1	5.10.17

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

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

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

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations,

DOCUMENT 0400-BID FORM (continued)

investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any 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

DOCUMENT 0400-BID FORM (continued)

Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

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

ARTICLE 4- BID PRICE

Bidders are required to provide pricing for all line items, including deductive alternate items. Failure to provide deductive alternate pricing can result in bid rejection.

The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount 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 the deductive alternates in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

In the event all deductive alternates are subtracted from the total base bid and no bid falls within the amount certified, plus 25%, all bids shall be rejected and become confidential.

In no case shall the amount bid for the item of “mobilization” exceed 5% of the total contract amount for all items listed in the proposal or bid. Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

The City intends to award to the lowest responsive responsible bidder based on the evaluation of the sum of Schedule 1, Schedule 2 and Schedule 3. Bidders shall bid on both schedules. Failure to bid on all Schedules shall result in bid rejection.

ARTICLE 5- CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6- BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a cashier's check from a bank located in the State of Arkansas or a Bid Bond in the amount of _____ Dollars (\$ _____ 5% _____)
- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7- COMMUNICATIONS

- 7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

JACOB BLACKWELDER or JERRY GOINS

3255 N COUNTY LANE 252

JOPLIN, MO 64801

Email contact@goinsent.com

Phone No. 417-659-6082

Fax No. 417-659-6092

DOCUMENT 0400-BID FORM (continued)

ARTICLE 8- TERMINOLOGY

- 8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on _____ MAY 16 _____, 2017__.

Arkansas State Contractor License No. 0328430518.

If Bidder is:

An Individual

Name (type or printed): ___ N/A _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No: _____ Fax No. _____

Email Address: _____

A Partnership

Partnership Name : ___ N/A _____ (SEAL)

By: _____

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

Name (type or printed): _____

Business address: _____

Phone No: _____ Fax No. _____

Email Address: _____

DOCUMENT 0400-BID FORM (continued)

A Corporation or LLC

Corporation Name : GOINS ENTERPRISES (SEAL)

State of Incorporation: MISSOURI

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

By: _____

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

Name (type or printed): JERRY GOINS

Title: VICE-PRESIDENT

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

TERESA BATCHELOR, NOTARY

Business address: 3255 N COUNTY LANE 252
COPLIN, MO 64801

Phone No: 417-659-6082 Fax No. 417-659-6092

Email Address: contact@goinsent.com

Tax ID Number (TIN) 68-0557031

DUNS # 787518971

Cage Code: 4SY85

END OF DOCUMENT 00400



DOCUMENT 00430 – LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

MLK Blvd., Huntsville Rd. and Garden Park Apartments Waterline Improvement Projects

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
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Clearing/Demolition	_____	_____
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SWPPP/Erosion Control	_____	_____
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Asphalt	_____	_____
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Concrete	<u>Apac</u>	<u>2%</u>
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Landscaping	_____	_____
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Material Testing	<u>MTA 8001 National Drive</u>	<u>1%</u>
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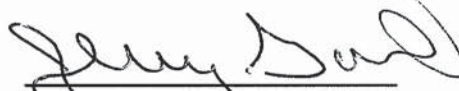
	<u>Little Rock, AR 72209</u>	
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Other (designate)	<u>Berman Construction</u>	<u>2%</u>
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Directional
Drill

2035 Pleasant Valley Rd
Van Buren AR

NOTE: This form must be submitted in accordance with the Instructions to Bidders.



Bidder's Signature

END OF DOCUMENT 00430

DOCUMENT 0400-BID FORM (continued)

BID SCHEDULE 1 (MLK Blvd.)					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	Act 291 1993 Trench and Excavation System for Water and Sewer Installation	LS	1	\$4,000.00	\$4,000.00
2	Traffic Control & Maintenance	LS	1	\$8,500.00	\$8,500.00
3	Mobilization (Shall not exceed 5% of Schedule Bid)	LS	1	\$15,000.00 5% 45,000 ⁰⁰	\$15,000.00 5% 45,000 ⁰⁰
4	Site Preparation (Clearing, Grubbing & Demolition)	LS	1	\$6,500.00	\$6,500.00
5	Insurance and Bonding	LS	1	\$5,000.00	\$5,000.00
6	Construction Staking	LS	1	\$10,000.00	\$10,000.00
7	18" DIP, Class 350 Water Main	LF	2881	\$97.00	\$279,457.00
8	12" PVC, C-900, Class 200 DR-14 Water Main	LF	160	\$50.00	\$8,000.00
9	8" PVC, C-900, Class 200 DR-14 Water Main	LF	290	\$40.00	\$11,600.00
10	6" PVC, C-900, Class 200 DR-14 Water Main	LF	55	\$35.00	\$1,925.00
11	1" Copper, Type K-Soft Water Service Tubing	LF	260	\$25.00	\$6,500.00
12	18" Butterfly Valve with Box	EA	8	\$8,500.00	\$68,000.00
13	12" Butterfly Valve with Box	EA	5	\$4,500.00	\$22,500.00
14	12" Inserta Valve	EA	2	\$22,000.00	\$44,000.00
15	8" Gate Valve with Box	EA	6	\$2,500.00	\$15,000.00
16	6" Gate Valve with Box	EA	2	\$2,000.00	\$4,000.00
17	Three Way Fire Hydrant Assembly with Valve	EA	8	\$4,500.00	\$36,000.00
18	Remove Existing Fire Hydrant and Deliver to Owner	EA	3	\$1,500.00	\$4,500.00

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
19	12" X 12" Tapping Sleeve and Valve with Box	EA	1	\$5,000.00	\$5,000.00
20	12" X 8" Tapping Sleeve and Valve with Box	EA	2	\$4,500.00	\$9,000.00
21	8" X 8" Tapping Sleeve and Valve with Box	EA	5	\$4,000.00	\$20,000.00
22	6" X 6" Tapping Sleeve and Valve with Box	EA	1	\$3,500.00	\$3,500.00
23	Epoxy Coated Ductile Iron Fittings	LB	55000	\$1.85	\$101,750.00
24	Single Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	EA	13	\$900.00	\$11,700.00
25	Remove Existing Meter Setting	EA	7	\$200.00	\$1,400.00
26	8" Saddle, 1" Corporation Stop and Tap	EA	1	\$750.00	\$750.00
27	18" Saddle, 1" Corporation Stop and Tap	EA	12	\$800.00	\$9,600.00
28	16" Steel Encasement by Bore	LF	95	\$285.00	\$27,075.00
29	24" Steel Encasement by Bore	LF	90	\$350.00	\$31,500.00
30	36" Direct Bury Steel Encasement	LF	72	\$300.00	\$21,600.00
31	Cut and Cap Existing 12" Water Main	EA	2	\$1,500.00	\$3,000.00
32	Cut and Cap Existing 8" Water Main	EA	4	\$1,200.00	\$4,800.00
33	Cut and Cap Existing 6" Water Main	EA	1	\$1,000.00	\$1,000.00
34	Abandon Existing Water Valve	EA	13	\$750.00	\$9,750.00
35	Connect New 1" Service Line to Existing Service Line	EA	1	\$1,000.00	\$1,000.00
36	Remove Existing Cap and Connect New 12" Water Main to Existing 12" Water Main	EA	1	\$3,500.00	\$3,500.00
37	Rock Excavation	CY	100	\$120.00	\$12,000.00

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
38	Temp. Asphalt Paving (Maintenance of Traffic)	Ton	35	\$70.00	\$2,450.00
39	Asphalt T-Patch (Street and Driveway Repair)	SY	290	\$135.00	\$39,150.00
40	Concrete T-Patch (Street and Driveway Repair)	SY	235	\$85.00	\$19,975.00
41	Gravel Driveway Repair	Ton	75	\$30.00	\$2,250.00
42	Concrete Curb & Gutter Replacement	LF	20	\$45.00	\$900.00
43	4" Concrete Sidewalk Repair	SY	20	\$65.00	\$1,300.00
44	Barbed Wire Fence Replacement	LF	50	\$20.00	\$1,000.00
45	Site Restoration	LS	1	\$4,500.00	\$4,500.00
46	Tree Protection Fencing	LF	200	\$5.00	\$1,000.00
47	Site Photographs & Video	LS	1	\$1,500.00	\$1,500.00
48	Erosion Control	LS	1	\$3,500.00	\$3,500.00

TOTAL AMOUNT BID (SCHEDULE 1)

J.G.
~~\$905,932.00~~ 935,932⁰⁰

BID SCHEDULE 2 (Huntsville Rd.)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
49	Act 291 1993 Trench and Excavation System for Water and Sewer Installation	LS	1	\$4,000.00	\$4,000.00
50	Traffic Control & Maintenance	LS	1	\$10,000.00	\$10,000.00
51	Mobilization (Shall not exceed 5% of Schedule Bid)	LS	1	\$10,000.00	\$10,000.00
52	Site Preparation (Clearing, Grubbing & Demolition)	LS	1	\$2,500.00	\$2,500.00
53	Insurance and Bonding	LS	1	\$5,000.00	\$5,000.00
54	Construction Staking	LS	1	\$10,000.00	\$10,000.00

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
55	12" PVC, C-900, Class 200 DR-14 Water Main	LF	940	\$83.00	\$78,020.00
56	8" PVC, C-900, Class 200 DR-14 Water Main	LF	5	\$45.00	\$225.00
57	6" PVC, C-900, Class 200 DR-14 Water Main	LF	115	\$35.00	\$4,025.00
58	1" Copper, Type K-Soft Water Service Tubing	LF	575	\$25.00	\$14,375.00
59	2" HDPE Encasement (By Directional Bore)	LF	300	\$53.00	\$15,900.00
60	12" Butterfly Valve with Box	EA	5	\$4,500.00	\$22,500.00
61	6" Gate Valve with Box	EA	2	\$2,000.00	\$4,000.00
62	Three Way Fire Hydrant Assembly with Valve	EA	2	\$4,500.00	\$9,000.00
63	Remove Existing Fire Hydrant and Deliver to Owner	EA	1	\$1,500.00	\$1,500.00
64	12" X 12" Tapping Sleeve and Valve with Box	EA	1	\$5,000.00	\$5,000.00
65	8" X 8" Tapping Sleeve and Valve with Box	EA	1	\$3,000.00	\$3,000.00
66	6" X 6" Tapping Sleeve and Valve with Box	EA	1	\$2,800.00	\$2,800.00
67	Epoxy Coated Ductile Iron Fittings	LB	7500	\$1.50	\$11,250.00
68	Single Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	EA	11	\$900.00	\$9,900.00
69	Double Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	EA	1	\$1,400.00	\$1,400.00
70	Remove Existing Meter Setting	EA	13	\$250.00	\$3,250.00
71	12" Saddle, 1" Corporation Stop and Tap	EA	11	\$750.00	\$8,250.00
72	6" Saddle, 1" Corporation Stop and Tap	EA	1	\$650.00	\$650.00
73	24" Direct Bury Steel Casing	LF	20	\$250.00	\$5,000.00

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
74	Cut and Cap Existing 8" Water Main	EA	2	\$2,500.00	\$5,000.00
75	Cut and Cap Existing 6" Water Main	EA	1	\$2,500.00	\$2,500.00
76	Abandon Existing Water Valve	EA	2	\$1,500.00	\$3,000.00
77	Rock Excavation	CY	50	\$120.00	\$6,000.00
78	Temp. Asphalt Paving (Maintenance of Traffic)	Ton	40	\$70.00	\$2,800.00
79	Asphalt T-Patch (Street and Driveway Repair)	SY	460	\$135.00	\$62,100.00
80	Concrete T-Patch (Street and Driveway Repair)	SY	52	\$85.00	\$4,420.00
81	Gravel Driveway Repair	Ton	150	\$30.00	\$4,500.00
82	Concrete Curb & Gutter Replacement	LF	30	\$45.00	\$1,350.00
83	4" Concrete Sidewalk Repair	SY	70	\$65.00	\$4,550.00
84	Site Restoration	LS	1	\$2,500.00	\$2,500.00
85	Tree Protection Fencing	LF	150	\$3.00	\$450.00
86	Site Photographs & Video	LS	1	\$1,500.00	\$1,500.00
87	Erosion Control	LS	1	\$2,500.00	\$2,500.00
88	4" White Bicycle Lane Striping	LF	840	\$5.00	\$4,200.00
89	Bicycle Lane Symbol	EA	2	\$300.00	\$600.00
90	Furnish and Install Mailbox	EA	6	\$250.00	\$1,500.00

TOTAL AMOUNT BID (SCHEDULE 2)**\$351,015.00**

BID SCHEDULE 3 (Garden Park Apartments)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
91	Act 291 1993 Trench and Excavation System for Water and Sewer Installation	LS	1	\$6,000.00	\$6,000.00
92	Traffic Control & Maintenance	LS	1	\$10,000.00	\$10,000.00
93	Mobilization (Shall not exceed 5% of Schedule Bid)	LS	1	\$10,000.00 J.G. 25,000	\$10,000.00 J.G. 25,000 ^{0%}
94	Site Preparation (Clearing, Grubbing & Demolition)	LS	1	\$5,000.00	\$5,000.00
95	Insurance and Bonding	LS	1	\$5,000.00	\$5,000.00
96	Construction Staking	LS	1	\$10,000.00	\$10,000.00
97	8" PVC, C-900, Class 200 DR-14 Water Main	LF	1810	\$56.00 J.G. 170.00	\$101,360.00 J.G. 126,700
98	6" PVC, C-900, Class 200 DR-14 Water Main	LF	40	\$35.00	\$1,400.00
99	2" Copper, Type K-Soft Water Service Tubing	LF	165	\$25.00	\$4,125.00
100	8" Gate Valve with Box	EA	10	\$2,500.00	\$25,000.00
101	6" Gate Valve with Box	EA	3	\$2,000.00	\$6,000.00
102	2" Ball Valve with Box	EA	6	\$500.00	\$3,000.00
103	Three Way Fire Hydrant Assembly with Valve	EA	3	\$4,500.00	\$13,500.00
104	Remove Existing Fire Hydrant and Deliver to Owner	EA	3	\$1,500.00	\$4,500.00
105	8" X 8" Tapping Sleeve and Valve with Box	EA	1	\$3,000.00	\$3,000.00
106	6" X 6" Tapping Sleeve and Valve with Box	EA	3	\$2,800.00	\$8,400.00
107	Epoxy Coated Ductile Iron Fittings	LB	9500	\$1.50	\$14,250.00
108	Remove Existing Meter Setting	EA	6	\$450.00	\$2,700.00

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
109	1 1/2" Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Service	EA	6	\$3,500.00	\$21,000.00
110	8" Saddle, 1" Corporation Stop and Tap	EA			
111	16" Direct Bury Steel Casing	LF	20	\$185.00	\$3,700.00
112	Cut and Cap Existing 6" Water Main	EA	4	\$2,500.00	\$10,000.00
113	Abandon Existing Water Valve	EA	12	\$750.00	\$9,000.00
114	Rock Excavation	CY	50	\$120.00	\$6,000.00
115	Temp. Asphalt Paving (Maintenance of Traffic)	Ton	75	\$70.00	\$5,250.00
116	Asphalt T-Patch (Street and Driveway Repair)	SY	2000	\$135.00	\$270,000.00
117	Concrete Curb & Gutter Replacement	LF	350	\$45.00	\$15,750.00
118	4" Concrete Sidewalk Repair	SY	50	\$65.00	\$3,250.00
119	Asphalt Speed Bump Repair	EA	6	\$800.00	\$4,800.00
120	4" Yellow Parking Lot Striping	LF	900	\$4.00	\$3,600.00
121	Remove and Replace Existing Metal Fence	LS	1	\$1,500.00	\$1,500.00
122	Site Restoration	LS	1	\$2,500.00	\$2,500.00
123	Site Photographs & Video	LS	1	\$1,500.00	\$1,500.00
124	Erosion Control	LS	1	\$1,500.00	\$1,500.00

TOTAL AMOUNT BID (SCHEDULE 3)~~J.G. \$592,585.00~~ 632,925⁰⁰ J.G.**TOTAL AMOUNT BID (SCHEDULE 1+2+3)**J.G. J.G.
~~\$1,922,885.00~~ 1,919,872.00

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: MLK. Blvd., Huntsville Rd. and Garden Park Apartments Waterline Improvement Projects

Contract No.: 17-31 Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2017 by and between The City of Fayetteville, Arkansas and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

The construction of approximately 2,800 linear feet of 18" water main along the south side of Martin Luther King Blvd. from Smokehouse Trail to Dinsmore Trail, the construction of approximately 940 linear feet of 12" water main along the north side of Huntsville Rd. from Sherman Ave. to Happy Hollow Road and the construction of approximately 1,800 linear feet of 8" water main throughout the Garden Park Apartments.

Any use of a third party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.

Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.

The Contract includes work in City of Fayetteville Right-of-way and in General Utility Easements.

Refer to Section 00400-Bid Form for quantities:

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 2 - ENGINEER

- 2.01 The Contract Documents have been prepared by the City of Fayetteville Engineering Division. City of Fayetteville Engineering Division assumes all duties and responsibilities, and has the rights and authority assigned to City of Fayetteville Engineering Division in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 **TIME OF THE ESSENCE:**

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 **DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:**

- A. The Work shall be Substantially Completed within **335** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within **365** calendar days after the date when the Contract Times commence to run.

3.03 **LIQUIDATED DAMAGES:**

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day

DOCUMENT 00500 – AGREEMENT (continued)

that expires after the time specified above in Paragraph 3.02 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 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.
- 4.03 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.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 **SUBMITTAL AND PROCESSING OF PAYMENTS:**
- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

5.02 PROGRESS PAYMENTS, RETAINAGE:

- A. The 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 Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

5.03 **FINAL PAYMENT:**

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. 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.
- D. Contractor 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. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated

DOCUMENT 00500 – AGREEMENT (continued)

in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. 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.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

DOCUMENT 00500 – AGREEMENT (continued)

- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - 3. Performance, Payment, and other Bonds.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.

DOCUMENT 00500 – AGREEMENT (continued)

7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: MLK. Blvd., Huntsville Rd. and Garden Park Apartments Waterline Improvement Projects
8. Addenda numbers 1 inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 **TERMS:**

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 **ASSIGNMENT OF CONTRACT:**

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

DOCUMENT 00500 – AGREEMENT (continued)

8.03 **SUCCESSORS AND ASSIGNS:**

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 **SEVERABILITY:**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 **FREEDOM OF INFORMATION ACT:**

- A. 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.

8.06 **LIENS:**

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of 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

DOCUMENT 00500 – AGREEMENT (continued)

non-payment or labor or material 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, The City of Fayetteville and Contractor have signed this Agreement. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 2017, which is the Effective Date of the Agreement.

CONTRACTOR: GOINS ENTERPRISES

CITY OF FAYETTEVILLE _____



By: JERRY GOINS

By: Lioneld Jordan

Title: VICE PRESIDENT

Title: Mayor

(SEAL)

(SEAL)

Attest Jeresa K. Batchelor
Notary

Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

3255 N. County Lane 252
Joplin, MO 64801

License No. 0328430518

Agent for Service of process

JERRY GOINS, VICE PRESIDENT
cell 417-437-6229

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

Address for giving notices

113 W. Mountain St.
Fayetteville, AR 72701

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

DOCUMENT 0400-BID FORM (continued)

BID SCHEDULE 1 (MLK Blvd.)					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	Act 291 1993 Trench and Excavation System for Water and Sewer Installation	LS	1	\$4,000.00	\$4,000.00
2	Traffic Control & Maintenance	LS	1	\$8,500.00	\$8,500.00
3	Mobilization (Shall not exceed 5% of Schedule Bid)	LS	1	\$45,000.00	\$45,000.00
4	Site Preparation (Clearing, Grubbing & Demolition)	LS	1	\$6,500.00	\$6,500.00
5	Insurance and Bonding	LS	1	\$5,000.00	\$5,000.00
6	Construction Staking	LS	1	\$10,000.00	\$10,000.00
7	18" DIP, Class 350 Water Main	LF	2881	\$97.00	\$279,457.00
8	12" PVC, C-900, Class 200 DR-14 Water Main	LF	160	\$50.00	\$8,000.00
9	8" PVC, C-900, Class 200 DR-14 Water Main	LF	290	\$40.00	\$11,600.00
10	6" PVC, C-900, Class 200 DR-14 Water Main	LF	55	\$35.00	\$1,925.00
11	1" Copper, Type K-Soft Water Service Tubing	LF	260	\$25.00	\$6,500.00
12	18" Butterfly Valve with Box	EA	8	\$8,500.00	\$68,000.00
13	12" Butterfly Valve with Box	EA	5	\$4,500.00	\$22,500.00
14	12" Inserta Valve	EA	2	\$22,000.00	\$44,000.00
15	8" Gate Valve with Box	EA	6	\$2,500.00	\$15,000.00
16	6" Gate Valve with Box	EA	2	\$2,000.00	\$4,000.00
17	Three Way Fire Hydrant Assembly with Valve	EA	8	\$4,500.00	\$36,000.00
18	Remove Existing Fire Hydrant and Deliver to Owner	EA	3	\$1,500.00	\$4,500.00

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
19	12" X 12" Tapping Sleeve and Valve with Box	EA	1	\$5,000.00	\$5,000.00
20	12" X 8" Tapping Sleeve and Valve with Box	EA	2	\$4,500.00	\$9,000.00
21	8" X 8" Tapping Sleeve and Valve with Box	EA	5	\$4,000.00	\$20,000.00
22	6" X 6" Tapping Sleeve and Valve with Box	EA	1	\$3,500.00	\$3,500.00
23	Epoxy Coated Ductile Iron Fittings	LB	55000	\$1.85	\$101,750.00
24	Single Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	EA	13	\$900.00	\$11,700.00
25	Remove Existing Meter Setting	EA	7	\$200.00	\$1,400.00
26	8" Saddle, 1" Corporation Stop and Tap	EA	1	\$750.00	\$750.00
27	18" Saddle, 1" Corporation Stop and Tap	EA	12	\$800.00	\$9,600.00
28	16" Steel Encasement by Bore	LF	95	\$285.00	\$27,075.00
29	24" Steel Encasement by Bore	LF	90	\$350.00	\$31,500.00
30	36" Direct Bury Steel Encasement	LF	72	\$300.00	\$21,600.00
31	Cut and Cap Existing 12" Water Main	EA	2	\$1,500.00	\$3,000.00
32	Cut and Cap Existing 8" Water Main	EA	4	\$1,200.00	\$4,800.00
33	Cut and Cap Existing 6" Water Main	EA	1	\$1,000.00	\$1,000.00
34	Abandon Existing Water Valve	EA	13	\$750.00	\$9,750.00
35	Connect New 1" Service Line to Existing Service Line	EA	1	\$1,000.00	\$1,000.00
36	Remove Existing Cap and Connect New 12" Water Main to Existing 12" Water Main	EA	1	\$3,500.00	\$3,500.00
37	Rock Excavation	CY	100	\$120.00	\$12,000.00

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
38	Temp. Asphalt Paving (Maintenance of Traffic)	Ton	35	\$70.00	\$2,450.00
39	Asphalt T-Patch (Street and Driveway Repair)	SY	290	\$135.00	\$39,150.00
40	Concrete T-Patch (Street and Driveway Repair)	SY	235	\$85.00	\$19,975.00
41	Gravel Driveway Repair	Ton	75	\$30.00	\$2,250.00
42	Concrete Curb & Gutter Replacement	LF	20	\$45.00	\$900.00
43	4" Concrete Sidewalk Repair	SY	20	\$65.00	\$1,300.00
44	Barbed Wire Fence Replacement	LF	50	\$20.00	\$1,000.00
45	Site Restoration	LS	1	\$4,500.00	\$4,500.00
46	Tree Protection Fencing	LF	200	\$5.00	\$1,000.00
47	Site Photographs & Video	LS	1	\$1,500.00	\$1,500.00
48	Erosion Control	LS	1	\$3,500.00	\$3,500.00

TOTAL AMOUNT BID (SCHEDULE 1)**\$935,932.00****BID SCHEDULE 2 (Huntsville Rd.)**

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
49	Act 291 1993 Trench and Excavation System for Water and Sewer Installation	LS	1	\$4,000.00	\$4,000.00
50	Traffic Control & Maintenance	LS	1	\$10,000.00	\$10,000.00
51	Mobilization (Shall not exceed 5% of Schedule Bid)	LS	1	\$10,000.00	\$10,000.00
52	Site Preparation (Clearing, Grubbing & Demolition)	LS	1	\$2,500.00	\$2,500.00
53	Insurance and Bonding	LS	1	\$5,000.00	\$5,000.00
54	Construction Staking	LS	1	\$10,000.00	\$10,000.00

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
55	12" PVC, C-900, Class 200 DR-14 Water Main	LF	940	\$83.00	\$78,020.00
56	8" PVC, C-900, Class 200 DR-14 Water Main	LF	5	\$45.00	\$225.00
57	6" PVC, C-900, Class 200 DR-14 Water Main	LF	115	\$35.00	\$4,025.00
58	1" Copper, Type K-Soft Water Service Tubing	LF	575	\$25.00	\$14,375.00
59	2" HDPE Encasement (By Directional Bore)	LF	300	\$53.00	\$15,900.00
60	12" Butterfly Valve with Box	EA	5	\$4,500.00	\$22,500.00
61	6" Gate Valve with Box	EA	2	\$2,000.00	\$4,000.00
62	Three Way Fire Hydrant Assembly with Valve	EA	2	\$4,500.00	\$9,000.00
63	Remove Existing Fire Hydrant and Deliver to Owner	EA	1	\$1,500.00	\$1,500.00
64	12" X 12" Tapping Sleeve and Valve with Box	EA	1	\$5,000.00	\$5,000.00
65	8" X 8" Tapping Sleeve and Valve with Box	EA	1	\$3,000.00	\$3,000.00
66	6" X 6" Tapping Sleeve and Valve with Box	EA	1	\$2,800.00	\$2,800.00
67	Epoxy Coated Ductile Iron Fittings	LB	7500	\$1.50	\$11,250.00
68	Single Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	EA	11	\$900.00	\$9,900.00
69	Double Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	EA	1	\$1,400.00	\$1,400.00
70	Remove Existing Meter Setting	EA	13	\$250.00	\$3,250.00
71	12" Saddle, 1" Corporation Stop and Tap	EA	11	\$750.00	\$8,250.00
72	6" Saddle, 1" Corporation Stop and Tap	EA	1	\$650.00	\$650.00
73	24" Direct Bury Steel Casing	LF	20	\$250.00	\$5,000.00

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
74	Cut and Cap Existing 8" Water Main	EA	2	\$2,500.00	\$5,000.00
75	Cut and Cap Existing 6" Water Main	EA	1	\$2,500.00	\$2,500.00
76	Abandon Existing Water Valve	EA	2	\$1,500.00	\$3,000.00
77	Rock Excavation	CY	50	\$120.00	\$6,000.00
78	Temp. Asphalt Paving (Maintenance of Traffic)	Ton	40	\$70.00	\$2,800.00
79	Asphalt T-Patch (Street and Driveway Repair)	SY	460	\$135.00	\$62,100.00
80	Concrete T-Patch (Street and Driveway Repair)	SY	52	\$85.00	\$4,420.00
81	Gravel Driveway Repair	Ton	150	\$30.00	\$4,500.00
82	Concrete Curb & Gutter Replacement	LF	30	\$45.00	\$1,350.00
83	4" Concrete Sidewalk Repair	SY	70	\$65.00	\$4,550.00
84	Site Restoration	LS	1	\$2,500.00	\$2,500.00
85	Tree Protection Fencing	LF	150	\$3.00	\$450.00
86	Site Photographs & Video	LS	1	\$1,500.00	\$1,500.00
87	Erosion Control	LS	1	\$2,500.00	\$2,500.00
88	4" White Bicycle Lane Striping	LF	840	\$5.00	\$4,200.00
89	Bicycle Lane Symbol	EA	2	\$300.00	\$600.00
90	Furnish and Install Mailbox	EA	6	\$250.00	\$1,500.00

TOTAL AMOUNT BID (SCHEDULE 2)**\$351,015.00**

BID SCHEDULE 3 (Garden Park Apartments)					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
91	Act 291 1993 Trench and Excavation System for Water and Sewer Installation	LS	1	\$6,000.00	\$6,000.00
92	Traffic Control & Maintenance	LS	1	\$10,000.00	\$10,000.00
93	Mobilization (Shall not exceed 5% of Schedule Bid)	LS	1	\$25,000.00	\$25,000.00
94	Site Preparation (Clearing, Grubbing & Demolition)	LS	1	\$5,000.00	\$5,000.00
95	Insurance and Bonding	LS	1	\$5,000.00	\$5,000.00
96	Construction Staking	LS	1	\$10,000.00	\$10,000.00
97	8" PVC, C-900, Class 200 DR-14 Water Main	LF	1810	\$70.00	\$126,700.00
98	6" PVC, C-900, Class 200 DR-14 Water Main	LF	40	\$35.00	\$1,400.00
99	2" Copper, Type K-Soft Water Service Tubing	LF	165	\$25.00	\$4,125.00
100	8" Gate Valve with Box	EA	10	\$2,500.00	\$25,000.00
101	6" Gate Valve with Box	EA	3	\$2,000.00	\$6,000.00
102	2" Ball Valve with Box	EA	6	\$500.00	\$3,000.00
103	Three Way Fire Hydrant Assembly with Valve	EA	3	\$4,500.00	\$13,500.00
104	Remove Existing Fire Hydrant and Deliver to Owner	EA	3	\$1,500.00	\$4,500.00
105	8" X 8" Tapping Sleeve and Valve with Box	EA	1	\$3,000.00	\$3,000.00
106	6" X 6" Tapping Sleeve and Valve with Box	EA	3	\$2,800.00	\$8,400.00
107	Epoxy Coated Ductile Iron Fittings	LB	9500	\$1.50	\$14,250.00
108	Remove Existing Meter Setting	EA	6	\$450.00	\$2,700.00

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
109	1 1/2" Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Service	EA	6	\$3,500.00	\$21,000.00
110	8" Saddle, 1" Corporation Stop and Tap	EA		\$1,200.00	
111	16" Direct Bury Steel Casing	LF	20	\$185.00	\$3,700.00
112	Cut and Cap Existing 6" Water Main	EA	4	\$2,500.00	\$10,000.00
113	Abandon Existing Water Valve	EA	12	\$750.00	\$9,000.00
114	Rock Excavation	CY	50	\$120.00	\$6,000.00
115	Temp. Asphalt Paving (Maintenance of Traffic)	Ton	75	\$70.00	\$5,250.00
116	Asphalt T-Patch (Street and Driveway Repair)	SY	2000	\$135.00	\$270,000.00
117	Concrete Curb & Gutter Replacement	LF	350	\$45.00	\$15,750.00
118	4" Concrete Sidewalk Repair	SY	50	\$65.00	\$3,250.00
119	Asphalt Speed Bump Repair	EA	6	\$800.00	\$4,800.00
120	4" Yellow Parking Lot Striping	LF	900	\$4.00	\$3,600.00
121	Remove and Replace Existing Metal Fence	LS	1	\$1,500.00	\$1,500.00
122	Site Restoration	LS	1	\$2,500.00	\$2,500.00
123	Site Photographs & Video	LS	1	\$1,500.00	\$1,500.00
124	Erosion Control	LS	1	\$1,500.00	\$1,500.00

TOTAL AMOUNT BID (SCHEDULE 3)**\$632,925.00****TOTAL AMOUNT BID (SCHEDULE 1+2+3)****\$1,919,872.00**

VICINITY MAP

HUNTSVILLE ROAD

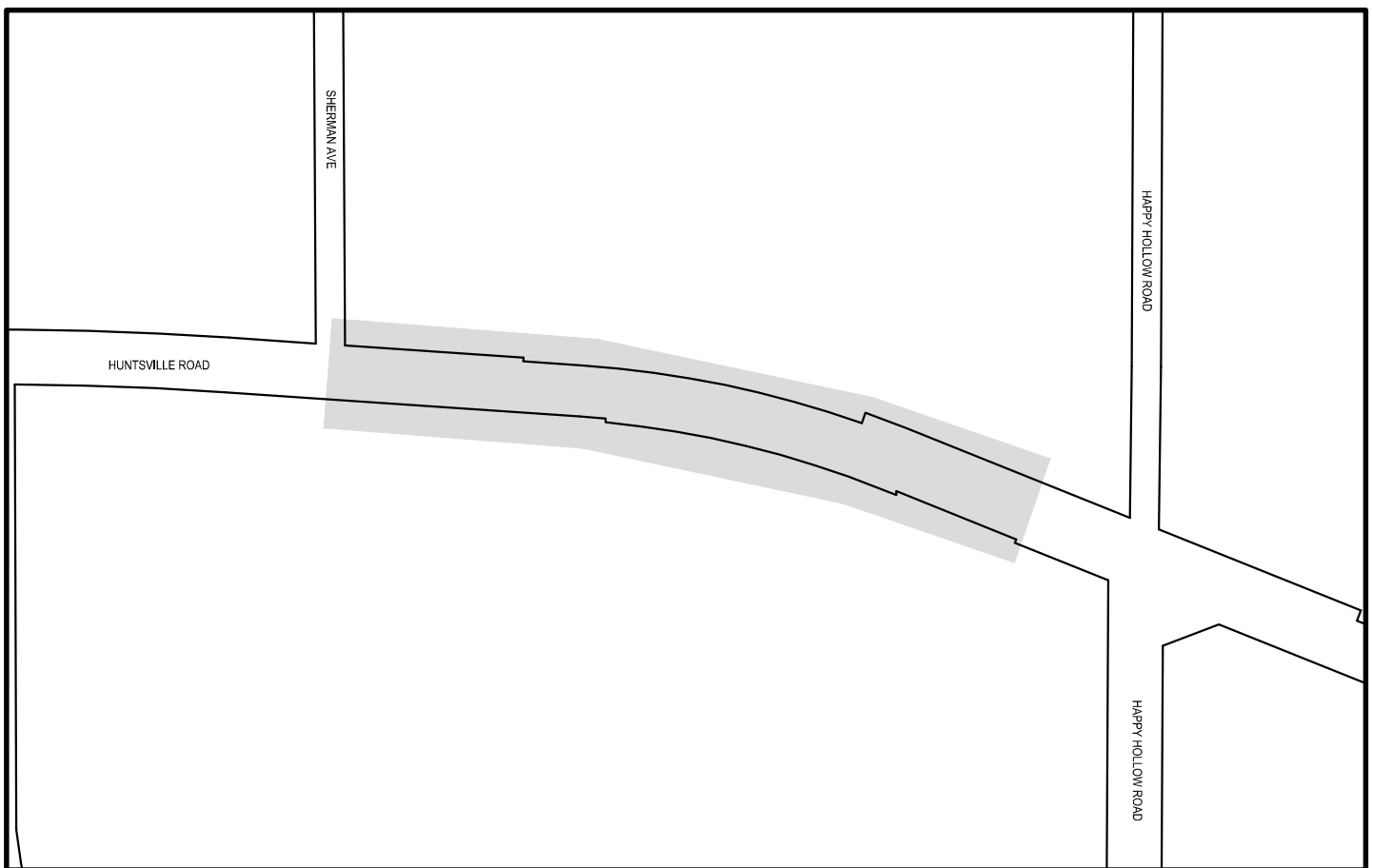
SCHEDULE II

for the

City of Fayetteville

BID # 17-31, CONSTRUCTION

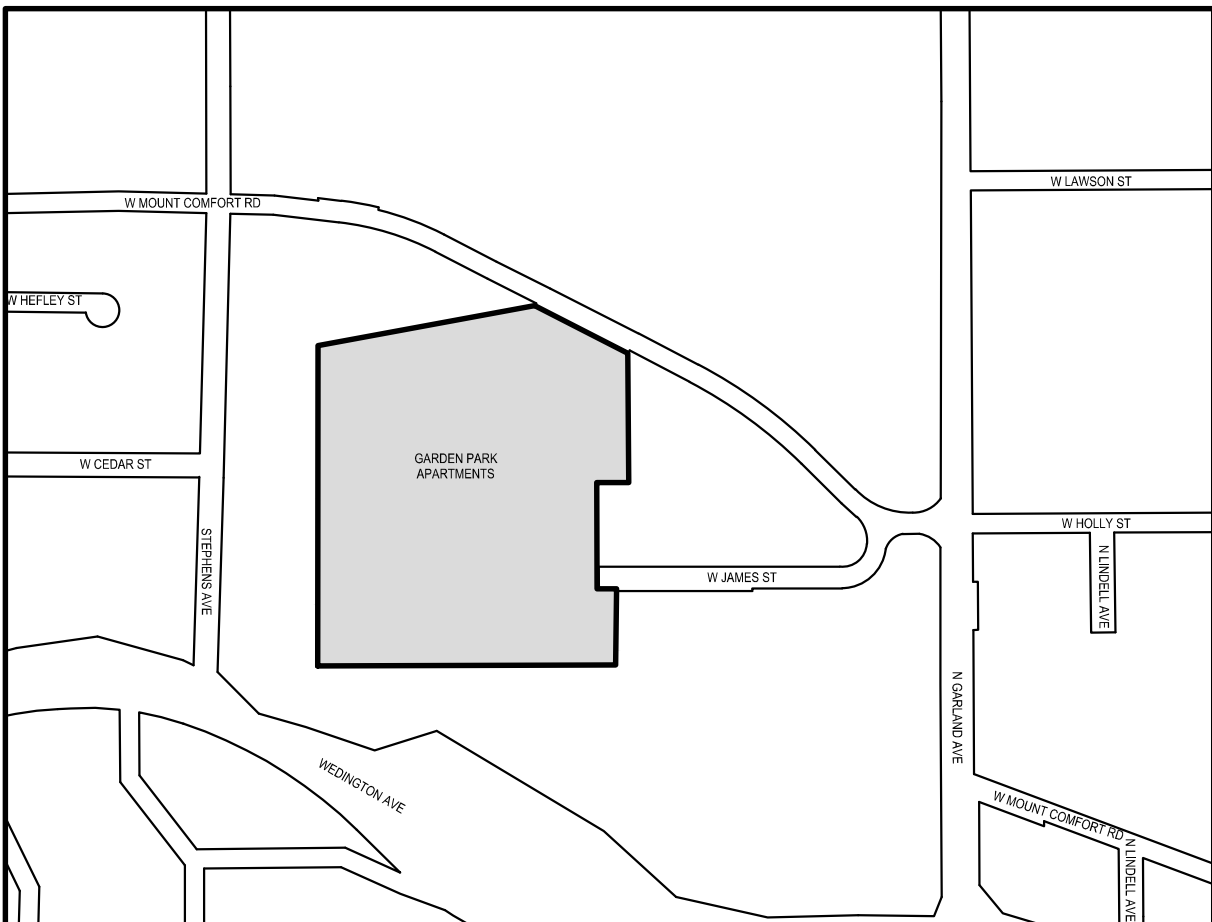
MARCH 2017



VICINITY MAP

GARDEN PARK
SCHEDULE III
for the
City of Fayetteville

BID # 17-31, CONSTRUCTION
MARCH 2017



VICINITY MAP

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year 2017	Division /Org2 UTILITIES DIRECTOR (700) Requestor: Cheryl Partain	Adjustment Number
----------------------------	---	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

\$541,864 is requested in the Water System Rehabilitation/Replacement (12009) project for the construction of the MLK Blvd, Huntsville Rd, and Garden Park Apartments Waterline Improvements.

The funds requested will come from Water Impact Fee funds and the necessary budget adjustment to transfer the funds to Water/Sewer is handled under project (07002).

RESOLUTION/ORDINANCE	COUNCIL DATE:	7/6/2017
	LEGISTAR FILE ID#:	2017-0320
	<i>Liz Hutchens</i> 6/16/2017 9:41 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		1,083,728	1,083,728				v.20170606
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub			
5400.720.5600-5808.00	541,864	-	12009	1700	EX	Water Line Improvements - Water Line Irr	
5400.720.5600-6602.30	-	541,864	12009	1700	RE	Transfer from Fund - Impact Fee	
2300.720.9300-7602.40	541,864	-	07002	1701	EX	Transfers To Funds - Water & Sewer Fund	
2300.730.9300-4999.97	-	541,864			RE	Use Fund Balance - Prior	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0287

Agenda Date: 7/6/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 2

COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA:

A RESOLUTION TO APPROVE A CHANGE IN THE CITY'S PUBLIC ACCESS TELEVISION POLICY AND TO AMEND THE CONTRACT WITH COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA TO EXPAND PUBLIC ACCESS SERVICES TO RESIDENTS OF WASHINGTON COUNTY AND BENTON COUNTY FOR AN ANNUAL FEE OF \$50.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a change in the City's public access television policy and an amendment to the contract with Community Access Television, Inc. d/b/a Your Media to expand public access services to residents of Washington County and Benton County for an annual fee of \$50.00.

City of Fayetteville Staff Review Form

2017-0287

Legistar File ID

7/6/17

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Doug Bankston

6/14/17

Media Services /
Communications & Marketing Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve a change to policy and an amendment to the corresponding contract with Community Access Television, Inc. d/b/a Your Media to allow residents of Washington County and Benton County to utilize Fayetteville Public Television (FPTV) services.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

#

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution # 216-16

Original Contract Number:

Approval Date:

Comments:



MEETING OF JULY 6, 2017

TO: Mayor and City Council

THRU: Susan Norton, Director of Communications
Don Marr, Chief of Staff

FROM: Doug Bankston

DATE: June 14, 2017

SUBJECT: Approve a change in policy and an amendment to the corresponding contract with Your Media to allow residents of Washington and Benton Counties to utilize Fayetteville Public Television (FPTV) services

RECOMMENDATION:

Staff recommends the approval of a policy change that allows residents of Washington and Benton Counties, nonprofit organizations based in those counties and their employees, and schools based in those counties and their students to utilize Fayetteville Public Television (FPTV) resources. Staff also recommends approval of an amendment to the current contract between the City and Your Media, the third-party public access service provider, to reflect the expansion of services to include the aforementioned Washington and Benton County qualifying residents.

BACKGROUND:

In 2010, City Council approved a policy to limit the availability of public access resources to Fayetteville residents only. Over the next few years, the public access operation stabilized and improved, and in 2013, upon the recommendation of City Staff, City Council approved a policy allowance to expand service to non-Fayetteville residents who were employees of the City of Fayetteville, employees of Fayetteville-based nonprofit organizations, and students of Fayetteville-based schools. From 2012 to 2016, and especially during the past two years, the FPTV operation has experienced record growth. Your Media, the service provider for FPTV (most recent contract approved by City Council 12/6/2016), in conjunction with City Staff, began researching the prospect of expanding services to include Washington and Benton County residents, nonprofit organizations and students. From mid 2014 through 2016, data was recorded by Your Media on the number of inquiries from interested parties who lived outside City limits.

DISCUSSION:

While recording the inquiry data, Your Media found that: 1) there are individuals who would like to contribute to the operation and do not fit into the current acceptable user categories; 2) Fayetteville residents who have productions or projects cannot have the assistance (crew, etc.)

of a non-resident, and 3) having no option available for non-residents did not match the City's spirit of regional leadership and hospitality.

Your Media is requesting that the City change the non-resident policy to include residents, nonprofit organizations and students based in Washington and Benton Counties so they may utilize FPTV resources. The change would impact the operation by: 1) allowing new talent the opportunity to contribute to FPTV productions, and 2) widening the reach of the operation through increased viewership while promoting the City of Fayetteville throughout the two counties.

Current TV Center policies will govern resident and non-resident FPTV users alike. With the change in resident policy, Your Media data indicates that the operation would experience a 10-20% increase in participants. The service provider also will maintain a system to ensure that non-resident FPTV users do not exceed 49% of the total number of users.

During Your Media's research efforts, Your Media has been receiving inquiries from area educational institutions about providing educational opportunities to their students. Increasing student productions would generate content not only for the FPTV channel but for the City's Educational Channel, which Fayetteville Public Schools ceased operating and turned back to the City in May 2016. Since last summer, educational and school-related content has not been created for the Education Channel, making for an underutilized channel.

Much like the Fayetteville Public Library, which charges non-Fayetteville residents a \$40 annual fee to use its services, Your Media proposes a \$50 annual fee be charged to non-residents to use FPTV resources. This \$50 annual fee is perceived to be fair price point for non-residents, students and nonprofit organizations. A majority of FPTV users are new to video, have little to no experience with the technology, no accessibility to equipment and education, or do not have the means to secure outside professional services (nonprofits, for example). This \$50 annual fee provides that accessibility. The annual fees for non-residents will be paid into the Trust Fund account, the monies in which are used to promote FPTV and its resources. The Trust Fund account was established as a transparent way for Your Media to accept payment for services provided to the public such as DVD copies, digital transfers, media storage cards, contract production fees, etc. The "Open Mic" weekly program that provides an open-studio opportunity for users to express their views, present information, or perform (not to exceed five minutes per person) shall remain free for residents and non-residents. Non-residents will not be required to pay the \$50 annual fee to use this service alone.

Staff brought this proposed non-resident policy change before the Telecommunications Board in 2016, and it was endorsed and approved unanimously.

BUDGET/STAFF IMPACT:

The proposed non-resident policy change will not affect Staff nor have an impact on budget. The FPTV Trust Account will gain additional funds from the non-resident annual fees taken in, estimated to be between \$1,000-2,000 based on a 20% increase to the 2016 number of users.

Attachments:

Staff Review Memo, Staff Review Form, Policy Change Fact Sheet, Current Your Media Contract, Proposed Your Media Contract.

Non-resident Information Sheets

*** This proposal was presented to the Telecom Board in 2016 and was unanimously approved.**

PROPOSAL

- The service provider is requesting that the City change the non-resident policy to allow for residents of Washington and Benton Counties to utilize the FPTV resources.
- We believe this gesture will enrich the operation in two main ways:
 - Allowing new talent the opportunity to contribute to FPTV productions.
 - Widening the reach of the operation which will increase the viewership and effectiveness of the operation as a promotion of the City of Fayetteville.

OBSERVED NEED

- We have found that there are individuals who would like to contribute to the operation who do not fit into the current acceptable categories.
- If Fayetteville Residents have productions and want the assistance of a non-resident, the non-resident is not allowed to assist with the production.
- Having no option available for non-residents does not match Fayetteville's spirit of leadership or hospitality.

HISTORY

- In 2010, the decision was made to limit FPTV resources to Fayetteville Residents only.
- In 2013, the City staff decided to allow for nonresidents who are Employees of the City of Fayetteville, Employees of Fayetteville-based nonprofits, and students of Fayetteville-based schools to utilize the resources.
- This proved to be beneficial to the operation, as we were able to facilitate more individuals who would want to participate.

CONCERNS / FAQ's

- "Why would we want our tax dollars paying for other cities to have these resources?"
- "They should start their own Public Access channel."
- "What if we have a flood of non-residents who come use up the resources?"

RESPONSES

- *"Why would we want our tax dollars paying for other cities to have these resources?"*
 - We are proposing to charge a \$50 annual fee for non-residents.
 - This is the same system currently used by the Fayetteville Public Library.
 - The funding for FPTV comes from the General Fund, part of which is sales tax.
 - This being a destination for non-residents increases the chances that they will make a purchase in Fayetteville.
- *"They should start their own Public Access channel."*
 - Due to the Statewide Franchise agreements established in 2014, the chances of any neighboring city opening a similar operation are very small.
 - There has been no indication that any other city is planning to create a channel with similar resources.
 - Fayetteville has a rich history of having public access resources available to the community, on which we have built the operation we have.
- *"What if we have a flood of non-residents who come use up the resources?"*
 - Starting in 2014, we began recording data of non-residents who were interested in the resources and willing to share their information.
 - Our data indicates that we would see a 10-20% increase in participants.
 - More programming and publicity will increase the number of residents using the resources as well.
 - **The Service Provider will maintain a system to insure that non-resident producers do not exceed 49% of the total number of producers.**
 - **If there were 100 producers, 51 from Fayetteville, 49 from other places (highly unlikely), service provider would tell any new non-residents that capacity is full, and put them on a waiting list until more Fayetteville residents signed up and corrected the ratio.**

CURRENT CAPACITY (As of Aug 2016):

2017 FPTV Non-Resident Proposal

CLASSES	Monthly Capacity	YTD Capacity	YTD Use	Capacity Used	
Orientation (6 per class)	48	384	69	18%	
Basic Field (4 per class)	16	128	41	32%	
Basic Editing (4 per class)	16	128	23	18%	
Studio Classes (4 per class)	24	192	32	17%	
Advanced Field (2 per class)	8	64	40	63%	
Advanced Editing (2 per class)	8	64	25	39%	
Advanced Studio (2 per class)	8	64	0	0%	
Totals	128	1024	230	22%	
EQUIPMENT USES	Monthly Capacity	YTD Capacity	YTD Use	Capacity Used	
Field Cameras	120	960	352	37%	1 Unit is a 24 hour session.
Edit Bay 1	60	480	94	20%	1 Unit is a 3 hour session.
Edit Bay 2	60	480	92	19%	1 Unit is a 3 hour session.
Studio	60	480	175	36%	1 Unit is a 3 hour session.
Editing Laptops	8	64	44	69%	1 Unit is a 1 week session.
Totals	300	2400	713	30%	

CONCLUSION:

- Providing a way for non-residents to pay to utilize the resources will increase production at FPTV.
- It will allow non-residents to work with residents on productions.
- It will increase awareness and viewership, as all programming created will be branded with FPTV.
- It will increase tax revenue by drawing people to Fayetteville.
- The funds from the non-resident fees will go to the current Trust Fund account to promote FPTV and its resources.
- It will not put undue stress on the operation or resources.

REQUEST:

- We are requesting that the City Staff and Council endorse a policy and contract change that will allow residents of Washington and Benton County to pay a \$50 annual membership fee to access the FPTV resources.

Sampling of non-resident requests for access:

2014

- Donna Dickson from Rogers wanting to take classes to produce video
- Alyson Reaves from Greenland wanting to take classes to produce
- Reggie Nelson from Rogers wanting to produce video for his church
- Landon Carpenter from Centerton wanting to take classes
- Skylar and Steve Petet from Springdale wanting to work on a music video
- Hope Stutes from Bentonville wanting to produce video
- Jay Sawyer from Lincoln wanting to take classes
- Chris Moody from Prairie Grove wanting to produce music videos
- Maria Cunningham from Bella Vista wanting to produce "hooping" videos
- Springdale Students at the Spring Creek Arts Festival expressed interest

2015

- Tommy Culpepper from Rogers wanted to make music videos
- Jacob Killian from Farmington wanted to produce comedy videos
- Gary Denzer from Springdale wanted to take classes
- Steve Cooper, dean of the music department at NWACC, inquired about partnering with FPTV to provide opportunities for NWACC students.
- Springdale Students at the Spring Creek Arts Festival expressed interest

2016

- Al Lopez (a.k.a. "Pappa Rap") inquired about producing shows in Spanish
- Calven Harris from Springdale wanted to take classes
- Chris Stricker from Elkins wanted to submit a show for telecast
- Sara Jord from Rogers wanted to take classes to produce video for her nonprofit
- James Miller from Lincoln wanted to take classes

- James Burkheart from Rogers wanted to take classes to produce video
- Earl Hale from Rogers wanted to be part of the "Naked Doctor" studio production
- Bill Bush from Lincoln wanted to take classes and produce video
- Springdale Students at the Spring Creek Arts Festival expressed interest
- Cade Grant from Prairie Grove inquired about his class utilizing the resources
- Farmington High school requested to submit videos they have produced

2017

- NWACC Performing Arts department inquired about City/Your Media video class instruction for students

Current Contract and Policy



113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 216-16

File Number: 2016-0605

CITY AND COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA:

A RESOLUTION TO APPROVE A RENEWAL OF THE CONTRACT WITH COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA IN THE AMOUNT OF \$157,520.04 FOR THE PROVISION OF PUBLIC ACCESS TELEVISION SERVICES AND THE OPERATION OF THE PUBLIC ACCESS TELEVISION CHANNEL THROUGH 2017, CONTINGENT ON APPROVAL OF THE 2017 ANNUAL CITY 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 renewal of the contract with Community Access Television, Inc. d/b/a Your Media, a copy of which is attached to this Resolution, in the amount of \$157,520.04 for the provision of public access television services and the operation of the public access television channel through 2017, contingent on approval of the 2017 annual city budget.

PASSED and APPROVED on 12/6/2016

Approved:


Lioneld Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk Treasurer





City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0605

Agenda Date: 12/6/2016

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 11

CITY AND COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA:

A RESOLUTION TO APPROVE A RENEWAL OF THE CONTRACT WITH COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA IN THE AMOUNT OF \$157,520.04 FOR THE PROVISION OF PUBLIC ACCESS TELEVISION SERVICES AND THE OPERATION OF THE PUBLIC ACCESS TELEVISION CHANNEL THROUGH 2017, CONTINGENT ON APPROVAL OF THE 2017 ANNUAL CITY BUDGET

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Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a renewal of the contract with Community Access Television, Inc. d/b/a Your Media, a copy of which is attached to this Resolution, in the amount of \$157,520.04 for the provision of public access television services and the operation of the public access television channel through 2017, contingent on approval of the 2017 annual city budget.

City of Fayetteville Staff Review Form

2016-0605

Legistar File ID

12/6/16

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Doug Bankston

11/18/16

Media Services /
Communications & Marketing Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve a contract in the amount of \$157,520.04 for the period of one (1) year between the City and Community Access Television, Inc. d/b/a Your Media to provide Public Access Television services for the year 2017, contingent on approval of the 2017 annual city budget and work program.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ 157,520.04
		Funds Obligated	\$
		Current Balance	\$ 157,520.04
Does item have a cost?	NA	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ 157,520.04

Previous Ordinance or Resolution # 207-15

V20140710

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF DECEMBER 6, 2016

TO: Mayor Jordan and City Council

THRU: Don Marr, Chief of Staff
Susan Norton, Director of Communications

FROM: Douglas Bankston, Director of Media Services

DATE: November 18, 2016

SUBJECT: Approve a Community Access Television, Inc. (d/b/a Your Media) Contract Renewal for 2017.

RECOMMENDATION:

Approval of the attached contract renewal between the City of Fayetteville and Community Access Television, Inc. (d/b/a Your Media) in the amount of \$157,520.04 to provide Public Access Television services from January 1, 2017, through December 31, 2017, contingent on approval of the 2017 annual city budget and work program.

BACKGROUND:

Community Access Television, Inc. (d/b/a Your Media), was recommended to be the City's Public Access provider for the term from January 2016 through December 2020, which was approved through City Council Resolution 207-15 in November 2015. This is a request for a contract renewal for fiscal year 2017, with a potential renewal for up to three additional one-year terms.

DISCUSSION:

In November 2015, City council approved Community Access Television, Inc. d/b/a Your Media to be the contract service provider for Fayetteville Public Access Television. The approved contract was for the period of one year with up to four renewals. This 2017 contract is a renewal with up to three subsequent renewals. This 2017 renewal includes an approved 3% cost of living increase (based on salaries alone).

BUDGET/STAFF IMPACT:

The total cost of this contract is \$157,520.04. This amount is included in the proposed 2017 Budget to be approved by the City Council.

ATTACHMENTS:

Staff Review Form
Staff Memo
Contract for Public Access Services

CONTRACT BETWEEN CITY OF FAYETTEVILLE, ARKANSAS
AND
COMMUNITY ACCESS TELEVISION
d/b/a Your Media
A 501-C-3 NONPROFIT ORGANIZATION

AGREEMENT

This Agreement is made this 1st day of January, 2017, by and between the City of Fayetteville, a municipal corporation ("City"), and Community Access Television, Inc., a nonprofit corporation, dba Your Media ("Your Media") who agree as follows:

PURPOSE AND INTENT

1. The purpose of Public Access Television in Fayetteville is to provide an opportunity for users and others to produce and telecast television programming in a first-come, first-served, content-neutral, non-discriminatory manner, in accordance with the First Amendment, and to provide training in the techniques of video production for Public Access Television.
2. The City of Fayetteville is accorded a Public Access Television channel by television services providers with which it holds agreements, or pursuant to Arkansas law.
3. The City of Fayetteville desires to provide support for the operation of Public Access Television in Fayetteville.
4. This contract for Public Access Television services is contingent upon the City retaining a Public Access Television channel, either through agreements with television services providers or pursuant to Arkansas law.
5. The City has determined it will provide support for the operation and programming of its Public Access Television channel and it will provide physical space and equipment at the City of Fayetteville Television Center, located at 101 W. Rock Street, Fayetteville.
6. The City of Fayetteville provides financial support through General Fund Revenue allocations for operational contract services, building and facilities, approximately 3,000 square feet of space, utilities, repairs, maintenance, custodial services and capital expenditures for facilities, studios and equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this contract, the following definitions will be established:

Class: An organized, regularly scheduled, interactive teaching session that is focused on a particular subject and lead by an employee qualified to teach the subject.

Curriculum: A documented plan of teaching in which subject matter and class sessions are described in a detailed syllabus, including specific topics, teaching methods, schedules and methods of student evaluation.

Inside Program: A program produced utilizing Television Center equipment.

Outside Program: A program produced not utilizing Television Center equipment.

Producer: An individual who creates, owns, controls or is responsible for the content of a television program.

Programming: Video and/or audio material that is organized in a particular fashion as determined by a producer and distributed through one or more means to an audience.

Program Requestor: A user who requests a program to be telecast on the Public Access Television channel.

Public Access User (user): An individual who is allowed to use the services provided by Fayetteville Public Access Television by meeting one or more of the following criteria:

- A resident of Fayetteville
- A student at the University of Arkansas or Fayetteville Public Schools
- An employee of a public institution (or branch thereof) or non-profit organization that is based in Fayetteville

Resident of Fayetteville: An individual who resides within the city limits of Fayetteville. Residency may be documented by producing a current City of Fayetteville utility bill, a rental contract, a driver's license, or a government-issued photo ID that contains name and address.

Trainee: A resident of Fayetteville who is currently enrolled in a class offered by Fayetteville Public Access Television.

Television: Video programming that is distributed through any one or more wide-area distribution methods, such as Video On Demand, Web site embedding, cable, IPTV, Web streaming, over-the-air broadcast, etc.

Workshop: An organized, non-regular interactive teaching session which covers a particular topic of interest to the participants, usually lead by an expert in the subject matter.

SECTION 2: GENERAL PROVISIONS

All services described in this contract and provided to the public by Your Media will be provided free of charge to Public Access Users (users) or others who were qualified users as of December 31, 2016. Your Media will not require, solicit, or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for providing the services described herein, unless otherwise stipulated in this contract.

Your Media shall not provide any services or engage in any activity not described in this contract, with or without compensation, that utilizes equipment, facilities, or resources owned or controlled by the City of Fayetteville, without the expressed written consent of the City, or as stipulated in this contract.

Your Media may charge a fee for the following items or activities utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville:

1. Training workshops and seminars that are conducted utilizing City of Fayetteville resources.
2. The sale of blank recording media.
3. Transfer and/or duplication services.
4. Other small items, such as t-shirts or other promotional items, as approved by the City of Fayetteville Communications Director.
5. Video production services. If production services are provided, the following conditions apply:
 - a. These services and activities will be referred to as "contract production".
 - b. All programming produced through contract production activity must be telecast on the Public Access Television channel.
 - c. Contract production may include studio production activity at the Television Center and related activity, including pre- and post-production.
 - d. Your Media shall charge rates adequate to cover the basic costs of production. Service rates will be reviewed and approved by the Director of Media Services on an annual basis.
 - e. Your Media will utilize a standard contract document for each agreement to provide contract production services. This contract document will be approved by the Director of Media Services.
 - f. All fees charged for providing contract production services will be collected at the point Your Media delivers the final product for which it was contracted.
 - g. All monies collected for providing production services will be utilized to support Fayetteville Public Access services or capital improvements as approved by the City Council and following applicable City of Fayetteville policies and procedures.

6. In addition to charging a fee for services described above, Your Media may generate revenue utilizing equipment, facilities, or resources owned or controlled by the City of Fayetteville through:
 - a. Fundraising activities designed to raise funds to support the operations or capital improvements of the Public Access channel.
 - b. Acquisition of grants or awards dedicated to support the operations or capital improvements of the Public Access channel.

If Your Media generates or collects any revenue through activities as allowed in this contract, or otherwise approved by the City, utilizing equipment, facilities, or resources owned or controlled by the City of Fayetteville, Your Media will ensure:

1. All monies collected for such services will be deposited into and all checks shall be made payable to the "Trust Account of Community Access Television, Inc." which shall contain only those funds.
2. Your Media's manager shall ensure proper accounting of all such revenues collected and shall report such accounting monthly to the Director of Media Services.
3. All funds within the "Trust Account of Community Access Television, Inc." may only be expended through City Council Resolution authorizing the receipt of funds into the Television Center budget and approving any necessary Budget Adjustments. Normal bank fees related directly to the use of this trust account may be paid with trust account funds without prior authorization.
4. Proper accounting and records of services provided, fees charged and monies collected for services will be kept by Your Media, in a manner approved by the Director of Media Services.

The City of Fayetteville provides the services described herein as a public service to the users for non-commercial use. Your Media will not allow any equipment, facilities, or resources owned or controlled by the City to be used to generate revenue for any private company, group, organization, or individual with the following exceptions:

1. Your Media may produce, or allow to be produced, televised fund-raising programs or activities for 501(c)3, non-profit organizations that directly provide services to the users. These programs are limited to one (1) per organization per contract year.
2. Your Media may produce or conduct one (1) fund-raising program or activity for itself that is televised, or produces programming that is televised, on the Public Access Channel.
3. Televised fund-raising programs or activities may not exceed twenty-four (24) hours of continuous programming or activity, or, if not continuous programming, exceed seven (7) contiguous days of duration.
4. Fund-raising activities may not disrupt the normal operations of the Television Center. Questions regarding disruption will be determined by the Director of Media Services.
5. Fund-raising messages may not be displayed over other programming without the expressed written consent of the program owner.

6. The on-air bulletin/message board and the Short Takes program may be used by 501(c)3 non-profit organizations to announce or publicize activities of their organizations that generate revenue for their organizations or programs.

Ownership title to all capital acquisition, supplies, material, or any other property purchased with funds received under this Contract is vested with the City, and possession of such property shall, upon termination of the Contract, revert to the City unless otherwise provided for by the City in writing. Any equipment secured through fund-raising efforts to benefit the Public Access Television channel shall remain the property of the City's Television Center. Any funds or revenue secured through fund-raising efforts to benefit the Public Access Television channel shall be remitted to the City.

All policies, procedures, information, and execution of the services and responsibilities described in this contract shall be subject to approval by the Director of Media Services. Your Media will not make changes or revisions to any policy, procedure, or method of work directly related to the services described herein without the prior approval of the Director of Media Services.

In exchange for the funding provided by the City to Your Media, pursuant to this Agreement, Your Media shall provide the following services and report progress in each area to the Telecommunications Board and the City as defined in this contract:

SECTION 3: SCOPE OF SERVICES

PROVIDE EQUITABLE CHANNEL AVAILABILITY AND PROGRAMMING SERVICES TO USERS ON A FIRST-COME, FIRST-SERVED, CONTENT-NEUTRAL, AND NON-DISCRIMINATORY BASIS.

The City of Fayetteville provides airtime on the Public Access Television channel as a public service to users. Your Media will not require, solicit, or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for telecasting any programming on the Public Access Television channel. It is expected that all programming that is produced utilizing City of Fayetteville Television Center equipment or facilities will be telecast on the Public Access channel.

Your Media will:

1. Maintain a process whereby users may request programming to be telecast on the Public Access Television channel. This process is subject to approval by the Director of Media Services.
2. Ensure individuals requesting programs to be telecast by Your Media on the Public Access Television channel are users, as defined in Section 1.
3. Require requestors to sign an affidavit warranting that the program they are requesting to be telecast does not contain:
 - a. any violation of any Federal, State or local statute or ordinance relating to obscenity; or
 - b. any material that is an unlawful invasion of privacy; or
 - c. any use of material which violates copyright law;

Such a statement does not relieve Your Media of its duty to prevent further telecast of programming that does not meet the stipulations contained herein, as such programming comes to its knowledge.

4. Ensure programming is not commercial in nature. Commercial programming is defined as: "Programming that contains direct appeals to purchase commercial goods or services; promotes the activities of for-profit groups, organizations, or individuals; contains any call to action or solicitation to purchase a product or patronize a business; any use of superlatives in describing a product, service, or business; any direct comparison to other products, or direct comparisons to unnamed products; any price or value information; or any inducements to buy."
5. Require program requestors to provide Your Media with expressed, written consent of the program's owner for the program to be telecast on Fayetteville's Public Access Television channel. Your Media will maintain a copy of all such permissions on file.
6. Maintain a decision-making process and criteria for the scheduling of programming that will ensure the protection of 1st Amendment rights of program requestors while ensuring programming does not violate Federal, State, or local laws or ordinances. The process and criteria are subject to approval by the Director of Media Services. At a minimum, the process and criteria will:

- a. Utilize program type definitions as included in Section 1 and define other program types as necessary (i.e. one-time, series, date-sensitive, etc.).
 - b. Define scheduling priority of program types.
 - c. Define a priority conflict-resolution process.
 - d. Establish criteria for defining "mature-audience"-type programming.
 - e. Ensure program requestors are informed of "mature-audience"-type programming criteria and sign an affidavit categorizing a requested program as "mature-audience"-type programming if appropriate.
 - f. Define day-parts of the programming schedule that are appropriate for "mature-audience"-type programming.
 - g. Define the program scheduling process.
7. Program the automated telecast system to ensure the telecast of programming on the Public Access Television channel 24 hours per day/7 days per week.
 8. Manage the program scheduling process in such a manner that ensures no more than seven (7) days elapse between the submission of a new program and its first scheduled telecast.
 9. Manage the programming schedule in such a manner that the on-air bulletin/message board constitutes no more than 15% of the total weekly air time.
 10. Publish and distribute to the public a current program schedule weekly. The schedule will, at a minimum, be published in the following media:
 - a. The Public Access Television channel's on-air bulletin/message board.
 - b. The Public Access Television channel's web site.
 - c. A publicly accessible bulletin board at the Television Center.
 - d. Your Media's email address list that is maintained as an opt-in list in the central records database.

The schedule will also be made available for publication by other media outlets that wish to do so.

Your Media will not:

1. Exercise any control of the content of programming, with the following exceptions:
 - a. Programs that are produced solely by Your Media staff for the purposes of communicating information about the Public Access Television channel or itself.
 - b. Portions of "open-studio" program content created by Your Media (i.e. opens, closes, bumpers, etc.).
 - c. The on-air bulletin/message board.
 - d. Programming that is produced as a result of classroom/training/studio laboratory production activity that is conducted by Your Media.
2. Schedule for further telecast any programming that has been found to violate any Federal, State, or local statute or ordinance. Your Media staff will bring any possible violations immediately to the attention of the Executive Director and the Director of Media Services as they become known to them, either through complaint or observation. The Director of Media Services will make an initial determination regarding the status of the programming. An email message is sufficient for notification. Questions regarding the legality of any programming should initially be directed to the Director of Media Services.

3. Schedule for further telecast any programming that has been found in violation of any policy of Your Media or the City, including, but not limited to, a violation of the affidavit of copyright; the affidavit of ownership; the affidavit of redistribution rights; or the affidavit of “mature audience” content; each of which is included in the telecast request process. Your Media staff will bring any possible violations immediately to the attention of the Executive Director and the Director of Media Services as these violations become known to them, either through complaint or observation. The Director of Media Services will make an initial determination regarding the status of the programming. An email message is sufficient for notification.

The City reserves the right to approve the content of any program telecast on the Public Access Television channel that in any way indicates or implies it has originated directly from the Public Access Television channel or its management. The Director of Media Services will determine if programming meets such criteria.

PROGRAM SPONSORSHIP

Program producers and owners may accept sponsors for programming they produce for telecast on the Public Access Television channel. Program sponsorship must adhere to the following:

1. The following may be identified as a program sponsor:
 - a. Corporations or Divisions or Subsidiaries of Corporations
 - b. Endowments and Foundations
 - c. Individuals
2. General Rules for Acceptability
 - a. The sponsor may not exercise editorial control over the content of any portion of programming telecast on the Public Access Television channel.
 - b. The public must not perceive that the sponsor has editorial control over the content of any portion of programming telecast on the Public Access Television channel.
 - c. The public must not conclude that any programming on the Public Access Television channel promotes sponsors’ products, services or other business interests.
 - d. Product placement in programming in exchange for sponsor support is prohibited.
3. Rules for Display of Sponsor Credits
 - a. All sponsor credits must identify the sponsor by name and/or logo.
 - b. Sponsor credits may not include:
 - i. Any call to action or solicitation to purchase a product, i.e. any use of “you” or “your”; or slogans such as “Get Met. It Pays.”
 - ii. Superlatives, i.e. “...the most intelligent car ever built.”
 - iii. Direct comparisons, i.e. “...when a Cadillac just isn’t good enough.”
 - iv. Price or value information
 - v. Inducements to buy, i.e. “six months free service when you buy”
 - c. Toll-free numbers or Web site addresses are acceptable if their purpose is only for the viewer to receive more information, and not to solicit sales.
 - d. Sponsor credits may not exploit or take unfair advantage of the child audience for children’s programming.

- e. Sponsor credits may not create the perception that there is a connection between the program content and the sponsor's products or services.
- f. Sponsor credits may only be displayed at the beginning and/or end of a program.
- g. Program content may not be interrupted to provide sponsor credit.
- h. No one sponsor credit may exceed fifteen 15 seconds in length. No single program may have a sequence of sponsor credits that exceeds sixty (60) seconds in length.
- i. Credits for in-kind goods and/or services are acceptable but they must appear in context with normal production credits and may incorporate brands or logos.

PROVIDE TELEVISION STUDIO PRODUCTION SERVICES FOR USERS ON A FIRST-COME, FIRST-SERVED, NON-DISCRIMINATORY BASIS

Your Media will:

1. Produce a weekly program ("Short Takes") of no less than 30 minutes and no more than one hour in length that provides an open-studio opportunity for users to express their views, present information, or perform; not to exceed five minutes per person.
 - a. The "Short Takes" program is owned and controlled by the City of Fayetteville.
 - b. Your Media will conduct two (2) separate studio sessions of one (1) hour each during which users may record their "Short Takes" segments. The schedule of studio sessions is subject to approval of the Director of Media Services.
 - c. All participants and residents appearing on the "Short Takes" program will be provided a document that informs them that what is presented on the Short Takes program must conform to all guidelines for other programming telecast on the Public Access Television channel.
2. Produce programming for the users utilizing studio production laboratory sessions.
 - a. Content of programming produced in studio laboratory sessions will be the responsibility of the producer requesting the production services.
 - b. All technical aspects of production will be under the control and responsibility of Your Media.
 - c. Producers requesting production services utilizing the studio laboratory sessions will be notified that they will be working in a classroom/training environment. The experience of the participants in the class will be priority.
 - d. Your Media will not charge any production fees for programming produced in studio laboratory sessions.
 - e. Studio laboratory sessions may not be used to produce series programming.
 - f. Production slots in the studio laboratory sessions will be scheduled on a first-come, first-served basis. A producer may not schedule more than one session at a time.
3. Produce and telecast an electronic community bulletin/message board for residents to announce events or other information.

4. Produce and telecast a disclaimer at random times during the program schedule, no fewer than six (6) times per day, which contains the following message in both video and audio format: "Fayetteville Public Access Television is a public service provided by the City of Fayetteville to help residents exercise their First Amendment Rights. The views and opinions expressed on this channel are not necessarily those of the staff or management of Fayetteville Public Access Television or the City of Fayetteville."

EDUCATE FAYETTEVILLE RESIDENTS IN THE PRODUCTION AND DISTRIBUTION OF NON-COMMERCIAL TELEVISION PROGRAMMING

Your Media will provide training and technical support for users so they may learn the techniques and details of video production and television programming distribution.

Your Media will:

1. Create and implement a training curriculum that emphasizes technical proficiency and production quality. The curriculum will contain at least 3 core classes in the subjects of:
 - a. Basic Field Production
 - b. Basic Video Editing
 - c. Basic Studio Production/Crew PositionsAnd at least 3 advanced classes in the subjects of:
 - a. Advanced Field Production
 - b. Advanced Video Editing
 - c. Advanced Studio Production

The syllabus for each class will be available on the Fayetteville Public Access Television web site.

2. Offer a minimum of six (6) free classes a week taught by Your Media staff in various disciplines of video production and programming distribution.
 - a. At least three (3) classes each week must be in the core subjects.
 - b. At least two (2) classes each week must be in the advanced subjects.
 - c. The studio production laboratory does not count toward the total of required classes.
3. Conduct a studio production laboratory session at least once per week that provides a "hands-on" training environment for students in Studio Production classes.
4. Create student evaluation criteria and methods that allow students to demonstrate proficiency in training both in writing and through practical application.
5. Require a minimum level of proficiency, as approved by the Director of Media Services, to achieve a passing grade in classes.
6. Maintain records of student performance and evaluations.
7. Provide training and development resources, and technical support, in addition to regular classes, to users while they are engaged in training or production activities.
8. Provide technical and production consultation to users who are producing outside programs.
9. Offer training in the use of all available methods of television programming distribution.
10. Ensure that instructors maintain a minimum level of competence in the operation of equipment, as approved by the Director of Media Services. This can be demonstrated through industry certification or actual demonstration of skills to the Director of Media Services or their designee. If an instructor fails to meet a minimum level of competence,

they will be prohibited from teaching any classes or workshops until such time as they have demonstrated to the Director of Media Services, or his/her designee, they have achieved that level.

11. Create and publish a monthly schedule of classes and workshops, a minimum of 30 calendar days prior to conducting the classes. The schedule will, at a minimum, be published in the following media:
 - a. The Public Access Television channel's on-air bulletin board.
 - b. The Public Access Television channel's web site.
 - c. A publicly accessible bulletin board at the Television Center.
 - d. Your Media's email address list that is maintained as an opt-in list in the central records database.
 - e. Made available for publication in other media that wish to do so.
12. Ensure Your Media staff stays current with emerging technologies through professional development that includes technical training.
13. Provide reports on training and education activity as required by the City.

PROVIDE EQUAL ACCESS TO TELEVISION PRODUCTION EQUIPMENT AND FACILITIES TO ALL USERS ON A FIRST-COME, FIRST-SERVED, CONTENT-NEUTRAL, NON-DISCRIMINATORY BASIS.

The City of Fayetteville provides video production equipment and facilities as a public service to the users so they may learn and apply the skills and techniques of television production. Your Media will not require, solicit or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for the opportunity for residents to use any video production equipment or facilities provided by the City of Fayetteville.

The City of Fayetteville Director of Media Services is responsible for the use designation of equipment and facilities within the Television Center. Your Media is responsible for the management of equipment and facilities designated for use by the public and designated for use by Your Media staff in the execution of the services described herein.

Your Media will:

1. Maintain accurate and detailed inventory records of all equipment designated for use by the public and use by Your Media staff.
2. Assist City staff in maintaining accurate and detailed inventory records of all equipment in the Television Center.
3. Maintain accurate and detailed records of the identification and use of all equipment that is designated for use by the public.
4. Maintain accurate and detailed records and identification of users to check-out or utilize equipment designated for use by the public. Each record will contain, at a minimum, the user's name, address, telephone number, the area(s) in which they are qualified, and the expiration date of their qualification(s). A photocopy of the documentation of residency must be included.

5. Implement a plan to determine, either by elapsed time or demonstrated proficiency, the need for a qualified user to re-take any classes to maintain their qualification to use equipment or facilities of the Television Center.
6. Maintain a reservation system and procedure for qualified users to be able to reserve the use of equipment and facilities designated for public use.
7. Maintain check-in and check-out procedures for equipment and facilities designated for public use.
8. Design and utilize procedures and checklists that will ensure equipment is checked for full functionality upon return by a user. Records will be kept of the condition of equipment on check-out and return.
9. Perform minor repairs, maintenance and upkeep of equipment and facilities as directed by City staff.
10. Actively monitor the use of editing and studio facilities.
11. Ensure that a staff member who is fully qualified in the operation of all equipment or facilities available for public use is present and available at all times to any resident who is using, or wishes to use, any equipment or facilities designated for public use.

Your Media will not:

1. Allow, or continue to allow, the use of any equipment or facilities owned or controlled by the City of Fayetteville and provided for the use of the public or Your Media under this contract to be utilized in any way that may violate any Federal, State, or local law.

MAINTAIN A PROGRAM LIBRARY AND MANAGE ARCHIVE/PROGRAM RIGHTS

The City is committed to the preservation of Fayetteville's culture, history and legacy. This is demonstrated, in part, by support of the preservation of the programs and material telecast on the Public Access Television channel.

Producers will retain all rights to any program material or programming they create. All producers requesting their program to be telecast on the Public Access Television channel must sign a statement granting the City of Fayetteville non-exclusive rights for distribution and re-distribution of the program, either in whole or in part, as the City determines necessary. In the case of a resident who requests the telecast of a program, either in whole or in part, to which they do not hold the copyright, the resident will provide expressed, written consent from the program's owner granting the City of Fayetteville non-exclusive rights for distribution and re-distribution of the program, either in whole or in part, as the City determines necessary.

Your Media will create and maintain the necessary documentation, affidavits and statements, subject to the approval of the Director of Media Services, to be included in any forms used to document the request for the telecast of programming.

1. Your Media will maintain a program library containing copies of all inside and outside programs telecast on the Public Access Television channel.
2. Your Media will maintain a program library database of all programs telecast on the Public Access Television channel.

3. Your Media will ensure the library and program library database are maintained in an easily accessible manner.
4. Physical recording media containing programming for telecast on the Public Access Television channel shall become property of the City.
5. Your Media will ensure programs are archived on DVD media, unless otherwise determined by the Director of Media Services.
6. Under no circumstances will Your Media remove, or allow to be removed, any program materials or media from the Public Access Television channel program library or program library database, without the prior approval of the Director of Media Services.

CONDUCT OUTREACH AND COMMUNICATION ACTIVITIES WITH THE PUBLIC

1. Your Media will manage a procedure whereby residents can communicate their views or complaints regarding the programming or operations of the Public Access Television channel to Your Media and the City. All complaints or comments, from whatever source or however communicated, must be immediately communicated to the Director of Media Services. After a resident makes a complaint, either verbally or in writing, the public access outsourced provider manager, or designee, will follow this procedure:
 - a. Document the complaint, recording:
 - i. Date.
 - ii. Time.
 - iii. Nature of the complaint.
 - iv. As many details as possible to facilitate the investigation of the complaint.
 - v. Contact information of the complainant, if available.
 - b. Immediately communicate the complaint to the Director of Media Services.
 - c. Immediately communicate to the complainant their complaint is being investigated, and they will receive a determination, in writing, regarding their complaint within 3 business days.
 - d. Provide a written response to the complainant detailing the investigation of their complaint, any findings thereof, and any action taken by the management of Your Media in response to the complaint. The response will also contain a statement that the complainant may appeal, in writing, any determination or action to the City of Fayetteville Telecommunications Board, c/o City of Fayetteville Television Center, 101 W. Rock Street, Fayetteville.
 - e. Provide a copy of all correspondence and other pertinent materials to the Director of Media Services.
2. The management, staff, or members of the Board of Directors of Your Media will not identify the Public Access Television channel in any way, either expressed or implied, as belonging to, owned by, or controlled by Your Media.
3. The management, staff, or members of the Board of Directors of Your Media will not identify the City of Fayetteville Television Center, or the equipment contained therein, or any portion thereof, in any way, either expressed or implied, as belonging to, owned by, or controlled by Your Media.
4. The management, staff or members of the Board of Directors of Your Media will not identify themselves or their organization in any way, either expressed or implied, as "The City of Fayetteville" or as representing the City of Fayetteville.

5. In all communication from Your Media, the Public Access Television channel will be referred to and identified as "Fayetteville Public Access Television".
6. In all communication from Your Media, the entire production facility will be referred to as "The City of Fayetteville Television Center" or "The Television Center", as appropriate.
7. Your Media will maintain a process for effective communication with, and coordination among, all affected City programs, City staff, and the Telecommunications Board.
8. Your Media will conduct a consistent community outreach effort designed to recruit new producers and trainees.
9. Your Media will provide information to the entire community about the nature and role of public access television; educate the community about the opportunities available for training, production and programming; and encourage groups and individuals to participate in training classes and production experiences.
10. Your Media will maintain a Fayetteville Public Access Television-branded web site for the promotion of Public Access Television services and the education of the public that includes, at a minimum, current information regarding program, production and class schedules; policies and procedures; class syllabi; and an internet forum for exchange of information between the City, Your Media, producers and trainees. Your Media may include a link to their organization's web site.
11. The City will provide one (1) bulletin board in a publicly accessible area of the Television Center for the use of Your Media. Information posted on the bulletin board must meet at least one of the following criteria:
 - a. It is information from the City or public access operator regarding policies, procedures or regulations
 - b. It is a request by a producer to recruit help for video productions
 - c. It is a request to recruit producers for specific video production projects
 - d. It is information directly related to the programming of the public access channel
 - e. It is information directly related to opportunities for training and development in television production
 - f. It is information that promotes:
 - i. The City of Fayetteville
 - ii. A non-profit, 501(c)3 organization that serves the citizens of Fayetteville
 - iii. A government organization that serves the citizens of Fayetteville
 - g. It is information that informs the public of an event or program sponsored by:
 - i. The City of Fayetteville
 - ii. A non-profit, 501(c)3 organization that serves the citizens of Fayetteville
 - iii. A government organization that serves the citizens of Fayetteville

Information shall not be posted on bulletin boards unless it meets all of the following criteria:

- a. It shall not contain any type of direct appeal to purchase commercial goods or services, or promote the for-profit activities of individuals, groups or organizations
- b. It shall not contain any depiction of libelous, obscene, indecent or violent material
- c. It shall not be information campaigning for or in support of any political candidate or ballot issue

- d. It shall be no larger than standard "letter" sized paper, 8 ½" x 11"
- e. It shall be legible
- f. It shall not be a personal message or communication

All other bulletin boards in the Television Center are reserved for use by employees of the City or Your Media.

GENERAL ADMINISTRATION AND COMMUNICATION

Your Media will administer the activities and responsibilities described herein in compliance with all applicable Federal, State, or local laws, ordinances, rules, and regulations and within any and all agreements, rules, or regulations of any television programming distribution service or provider utilized to perform the activities or responsibilities described herein.

All communication between the City and Your Media with regard to contractual matters or operations of the Television Center will be directed through the Director of Media Services, or any other such representative as may be appointed by the City, and Your Media's duly appointed representative.

1. Your Media will develop, maintain, and enforce operational policies that assure for staff and users decorum and a professional working environment at the City of Fayetteville Television Center consistent with other City offices.
2. Your Media will abide by and enforce all policies, rules, and regulations regarding the use of the Television Center. The Director of Media Services is responsible for developing and publishing policies, procedures, rules, and regulations regarding the use of the Television Center facility and equipment. The Director of Media Services will make available to all users of the facility a reference manual that will contain all policies, procedures, rules, and regulations regarding the operation of the Public Access Television channel and the City of Fayetteville Television Center. The City reserves the right to exclude users or staff of Your Media from the Television Center for violations of policies, procedures, rules, and regulations.
3. The City shall make three telephone lines available for Your Media's business use.
4. Your Media shall be responsible for reimbursing the City for its own long distance telephone calls.
5. The City is not required to provide hardware and/or software for the establishment or maintenance of systems for the purpose of public internet access.
6. Your Media shall be responsible for the maintenance and repair of the hardware or software of computers installed for the office use of Your Media.
7. The City shall provide access to the Internet for Your Media at the same level provided to the Television Center. Your Media will be responsible for any access requirements above the level provided to the Television Center.
8. The City shall be responsible for the payment of the Television Center utilities, routine building and grounds maintenance and maintenance of the structure.
9. Your Media may use the City's current copier/printer at the Television Center for a charge of \$.039 per page. If the City upgrades the copier/printer located in the Television

Center, Your Media shall pay an adjusted charge per page, up to, but not to exceed the standard rate charged to City Departments and Divisions as determined annually.

10. Copier/printer maintenance costs will be paid by the City.
11. All business conducted and information maintained by Your Media or the Your Media Board of Directors in the execution of this contract is subject to the terms of the Arkansas Freedom of Information Act (FOIA).
12. Your Media will create an operations, training, and production schedule that maintains convenient business hours as well as a class schedule that allows producers to become certified through a combination of day, evening, and weekend classes. At a minimum Your Media will:
 - a. Provide service to the users, a minimum of forty-five (45) hours per week through a minimum of five (5) days of operation.
 - b. Create a schedule that provides service for a minimum of four (4) hours per scheduled operation day.
 - c. Provide a staff member in the lobby to greet the public whenever the Television Center is open to the public.
 - d. Observe all City Holiday closings and follow City of Fayetteville policies regarding closing for inclement weather.

Your Media and the Director of Media Services will agree upon the operations schedule and Your Media will not vary from the agreed upon schedule without prior approval of the Director of Media Services.

13. Your Media shall submit monthly, quarterly, and annual reports, as defined by the Director of Media Services, on the execution of the activities and responsibilities described herein. Monthly reports shall be due by the 10th of the following month, or, if the 10th is not a regular business day, the next business day following the 10th. No contract payments will be made to Your Media while any required report is incomplete or overdue.
14. Your Media agrees to provide the City with a monthly financial report, due by the 10th of the following month, detailing:
 - a. Expenditures of funds provided Your Media from the City
 - b. Sources and amounts of other revenue generated from Public Access service activity
 - c. Any other expenditures related to Public Access service activityThe report shall be prepared by an independent certified public accountant, based on a modified accrual or cash basis method, summarizing activity during the preceding month and year to date. Said report shall include income and balance sheet statements.

15. Quarterly reports shall contain, but not be limited to:
 - i) Financial reports, detailing:
 - (a) Expenditures of funds provided Your Media from the City
 - (b) Sources and amounts of other revenue generated from Public Access service activity
 - (c) Any other expenditures related to Public Access service activity
 - ii) Training reports, detailing:
 - (a) Training activity provided users
 - (b) Training activity for staff
 - (c) Class and workshop activity

- iii) Certification activity
 - (a) Certification of residents
 - 1. Number of new users qualified to use equipment
 - 2. Number of new outside producers
 - (b) Certification of staff
- iv) Production activity
 - (a) Production activity of users
 - (b) Production activity of staff
- v) Equipment Utilization
- vi) Feedback and Complaints
- vii) Programming reports
 - (a) Itemization of programs telecast by:
 - 1. Inside programs
 - 2. Outside programs
 - (b) Itemization of program requestors by:
 - 1. Inside programs
 - 2. Outside programs
 - (c) Quantity of new and repeat inside programs
 - (d) Quantity of new and repeat outside programs
 - (e) Quantity of new program requestors
- viii) Details of activity engaged in by Your Media to promote Fayetteville Public Access Television

16. In addition to the monthly, quarterly and annual reports, the following special reports and information shall be provided to the Director of Media Services:

- a. Reports of stolen, missing or damaged equipment within one (1) working day of learning of each occurrence; and
- b. Requests for changes in any policies or procedures that affect any services described herein; and
- c. All corporate documents, including but not limited to Your Media's by-laws, policies, articles of incorporation, certification of compliance with affirmative action plan and EEO standards, and a list of Board members; and
- d. At any reasonable time and as often as the Telecommunications Board or the City may deem necessary, Your Media shall make available to them, or any of their authorized representatives, within three (3) business days, all of Your Media's records related to all matters covered by this Agreement and shall permit the Telecommunications Board or the City to audit, examine, make excerpts and copies of such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to or deemed pertinent to matters covered by this Contract; and
- e. During the term of this Contract, Your Media shall cause to be delivered to the Telecommunications Board and the City copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered in a timely manner to give adequate notice and shall also include an agenda; and

- f. Minutes of all meetings, if taken, and materials distributed in meetings of Your Media's Board of Directors, or committees thereof, shall be submitted to the Telecommunications Board and the City; and

Your Media will, upon request of the City, make available all supporting documentation and data relating to any reports required by this Contract or requested by the City.

PERFORMANCE EVALUATION

1. A performance evaluation will be conducted quarterly by the Director of Media Services to assess Your Media's effectiveness in providing the services described herein.
2. The City and Your Media may agree upon periodic performance measures. These measures will be documented as Addendum A of this contract.
3. Your Media will provide a method for receiving feedback, comments, input and suggestions from the public. This communication will be made available to the Director of Media Services as part of the quarterly evaluation process.
4. The Director of Media Services will immediately communicate to Your Media any violations of this contract as may come to his/her attention so that Your Media may have an opportunity to correct such violations in a timely manner.
5. Quarterly evaluations will be communicated to the Telecommunications Board, consistent with the process for oversight as specified in the Telecommunications Board Ordinance.

CONTRACT PERIOD

The contract period will be from January 1, 2017, until December 31, 2017. Either party may cancel this contract at any time with a thirty (30) day written notice. This contract may be renewed by the parties per year for up to three additional one-year terms.

FUNDING

The City hereby agrees to pay Your Media the monthly sum of \$13,126.67 for services performed under the terms of this contract. Each monthly payment will be remitted on or before the 15th day of each month, beginning January 15, 2017, unless Your Media fails to comply with the expressed terms of this contract. The City reserves the right to withhold contract payments to Your Media unless Your Media is deemed in full compliance with the contract or until all contract violations are corrected. For any future renewal period up to four additional one-year terms, payments to Your Media shall be increased by the amount required to fund salary increases of three percent (3%).

LEGAL AUTHORITY

Your Media assures and guarantees that it possesses the legal authority to enter into this Agreement. Further, that the person or persons signing and executing this Agreement on behalf of Your Media have been fully authorized by Your Media to execute this Agreement. That such authority is evidenced pursuant to a proper, appropriate and official motion and resolution, which was passed and approved specifically to enter into this Agreement and shall legally bind Your Media to all the terms, performances, and provisions here set forth. A copy of such resolution shall be provided upon execution of this Agreement. The City may exercise its right to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal

authority of Your Media or the person signing the Agreement. The City shall not be obligated to pay Your Media for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Section.

PERSONNEL

Your Media shall adequately staff the Public Access operation to meet the services and duties outlined in this agreement. Both City staff and Your Media staff will be expected to work together in a cooperative manner within the Television Center. Personnel policies shall be established by Your Media and shall be available for examination by the City.

Upon termination of any employee from either the City or Your Media, it is understood that any violation of policy or procedure serious enough to require termination is also grounds for exclusion from the Television Center.

EQUAL OPPORTUNITY

Your Media shall comply with all applicable equal opportunity, affirmative action, and ADA laws or regulations, including those of the City of Fayetteville.

INSURANCE

Your Media shall obtain and keep in force during the term of this agreement a policy of public liability and property damage insurance. Your Media shall provide continued proof of coverage in its quarterly reports. The coverage, at a minimum, shall be in the following amounts:

General Liability

- | | |
|-------------------------------------|-------------|
| 1. General Aggregate | \$1,000,000 |
| 2. Products/Completed Oper. Aggr. | \$1,000,000 |
| 3. Each Occurrence | \$100,000 |
| 4. Fire Damage (any one fire) | \$50,000 |
| 5. Medical Expense (any one person) | \$5,000 |

Worker's Compensation for all employees as required by Arkansas Statute.

Bonding: Your Media shall obtain a fidelity bond covering all persons handling funds received or disbursed and/or signing or co-signing checks to disburse funds under this agreement, within 10 days of the contract execution. The fidelity bond shall be in an amount equal to 10% of the city grant award or \$5,000, whichever is less. Your Media shall furnish the city proof of an adequate fidelity bond prior to the first payment of funds under this agreement.

POLITICAL/SECTARIAN ACTIVITY

Your Media shall not initiate or sponsor political or religious programming. Your Media shall not engage in any political activity. Your Media shall not directly produce any programs nor participate in any activities that establish or promote any religion or prohibit the free exercise thereof.

HOLD HARMLESS

It is expressed, understood and agreed by both parties that the City is contracting with Your Media as an independent contractor and that as such, Your Media shall save and hold the City, its officers, agents, and employees harmless from all liability of any nature of any kind, including costs and expenses for, or on account of, any claims, audit exceptions, demands, suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property, resulting in whole or in part from the performance or omission of any employee, agent or representative of Your Media. This Agreement shall not be construed in any manner or form as a waiver of that Tort Immunity as set out under Arkansas Law.

CONFLICT OF INTEREST

Your Media covenants that neither it nor any member of its Board of Directors currently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Your Media further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed as a member of its Board of Directors.

Your Media further covenants that no member of its Board of Directors or its staff or employees shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

No officer, member, or employee of the City and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to the Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he has a personal financial direct or indirect interest; or have any personal financial interest, direct or indirect, in this Agreement or the proceeds thereof.

CONTRACT ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto, and any prior agreement, whether written or oral, shall have no force or effect. Any subsequent agreements will have no effect unless properly executed in writing and recorded as an addendum to this Agreement.

SEVERABILITY

If any section, subsection, sentence, clause, phrase, or word of this agreement is held to be invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase, or word will be deemed as a separate, distinct and independent provision, and such holding will not affect the validity of the remaining provisions of this agreement.

COMMUNITY ACCESS TELEVISION
d/b/a YOUR MEDIA

By: *Jamie M. Gaugh*

Print: Jamie M. Gaugh

Title: Your Media Board President

ATTEST:

By: _____

Print: _____

Title: _____

CITY OF FAYETTEVILLE, ARKANSAS

By: *Lionel Jordan*

Lionel Jordan, Mayor

ATTEST:

By: *Sondra E. Smith*

Sondra Smith, City Clerk



*Contract with Proposed Policy Change Language
(highlighted in yellow)*

CONTRACT BETWEEN CITY OF FAYETTEVILLE, ARKANSAS
AND
COMMUNITY ACCESS TELEVISION
d/b/a Your Media
A 501-C-3 NONPROFIT ORGANIZATION

AGREEMENT

This Agreement is made this 1st day of January, 2017, by and between the City of Fayetteville, a municipal corporation (“City”), and Community Access Television, Inc., a nonprofit corporation, dba Your Media (“Your Media”) who agree as follows:

PURPOSE AND INTENT

1. The purpose of Public Access Television in Fayetteville is to provide an opportunity for users and others to produce and telecast television programming in a first-come, first-served, content-neutral, non-discriminatory manner, in accordance with the First Amendment, and to provide training in the techniques of video production for Public Access Television.
2. The City of Fayetteville is accorded a Public Access Television channel by television services providers with which it holds agreements, or pursuant to Arkansas law.
3. The City of Fayetteville desires to provide support for the operation of Public Access Television in Fayetteville.
4. This contract for Public Access Television services is contingent upon the City retaining a Public Access Television channel, either through agreements with television services providers or pursuant to Arkansas law.
5. The City has determined it will provide support for the operation and programming of its Public Access Television channel and it will provide physical space and equipment at the City of Fayetteville Television Center, located at 101 W. Rock Street, Fayetteville.
6. The City of Fayetteville provides financial support through General Fund Revenue allocations for operational contract services, building and facilities, approximately 3,000 square feet of space, utilities, repairs, maintenance, custodial services and capital expenditures for facilities, studios and equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this contract, the following definitions will be established:

Class: An organized, regularly scheduled, interactive teaching session that is focused on a particular subject and lead by an employee qualified to teach the subject.

Curriculum: A documented plan of teaching in which subject matter and class sessions are described in a detailed syllabus, including specific topics, teaching methods, schedules and methods of student evaluation.

Inside Program: A program produced utilizing Television Center equipment.

Outside Program: A program produced not utilizing Television Center equipment.

Producer: An individual who creates, owns, controls or is responsible for the content of a television program.

Programming: Video and/or audio material that is organized in a particular fashion as determined by a producer and distributed through one or more means to an audience.

Program Requestor: A user who requests a program to be telecast on the Public Access Television channel.

Resident User: An individual who resides within the city limits of Fayetteville, a student at the University of Arkansas or a public school within the city limits of Fayetteville, or an employee of a public institution (or branch thereof) or non-profit organization that is based in Fayetteville. This status may be documented by producing a current City of Fayetteville utility bill, a rental contract, a driver's license, other government-issued photo ID that contains name and address (including a student identification card), or a check stub or other proof of employment by a public institution or non-profit organization located in Fayetteville.

Non-Resident User: An individual (henceforth referred to as non-resident) who resides within the Washington or Benton County limits, is a student of a public school within the county limits, or is an employee of a public institution (or branch thereof) or non-profit organization that is based within the county limits and who does not otherwise qualify as a Resident User. County Residency may be documented by producing a current utility bill, a rental contract, a driver's license, student identification card, or other government-issued photo ID that contains name and address, or a check stub or other proof of employment by a public institution or non-profit organization located in Washington or Benton County.

Trainee: A resident or non-resident of Fayetteville who is currently enrolled in a class offered by Fayetteville Public Access Television.

Television: Video programming that is distributed through any one or more wide-area distribution methods, such as Video On Demand, Web site embedding, cable, IPTV, Web streaming, over-the-air broadcast, etc.

Workshop: An organized, non-regular interactive teaching session which covers a particular topic of interest to the participants, usually lead by an expert in the subject matter.

SECTION 2: GENERAL PROVISIONS

All services described in this contract and provided to the public by Your Media will be provided free of charge to **Resident-of-Fayetteville** Public Access Users who were qualified users as of December 31, 2016. **Non-resident-of-Fayetteville Public Access Users shall pay a \$50 per year fee for services described in this contract.** Your Media will not require, solicit, or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for providing the services described herein, unless otherwise stipulated in this contract.

At no time shall the number of non-resident users exceed 49% of the total user base of FPTV services and resources.

Your Media shall not provide any services or engage in any activity not described in this contract, with or without compensation, that utilizes equipment, facilities, or resources owned or controlled by the City of Fayetteville, without the expressed written consent of the City, or as stipulated in this contract.

Your Media may charge a fee for the following items or activities utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville:

- 1. Non-resident of Fayetteville annual service dues.**
2. Training workshops and seminars that are conducted utilizing City of Fayetteville resources.
3. The sale of blank recording media.
4. Transfer and/or duplication services.
5. Other small items, such as t-shirts or other promotional items, as approved by the City of Fayetteville Communications Director.
6. Video production services. If production services are provided, the following conditions apply:
 - a. These services and activities will be referred to as “contract production”.
 - b. All programming produced through contract production activity must be telecast on the Public Access Television channel.
 - c. Contract production may include studio production activity at the Television Center and related activity, including pre- and post-production.
 - d. Your Media shall charge rates adequate to cover the basic costs of production. Service rates will be reviewed and approved by the Director of Media Services on an annual basis.
 - e. Your Media will utilize a standard contract document for each agreement to provide contract production services. This contract document will be approved by the Director of Media Services.
 - f. All fees charged for providing contract production services will be collected at the point Your Media delivers the final product for which it was contracted.
 - g. All monies collected for providing production services will be utilized to support Fayetteville Public Access services or capital improvements as approved by the City Council and following applicable City of Fayetteville policies and procedures.

7. In addition to charging a fee for services described above, Your Media may generate revenue utilizing equipment, facilities, or resources owned or controlled by the City of Fayetteville through:
 - a. Fundraising activities designed to raise funds to support the operations or capital improvements of the Public Access channel.
 - b. Acquisition of grants or awards dedicated to support the operations or capital improvements of the Public Access channel.

If Your Media generates or collects any revenue through activities as allowed in this contract, or otherwise approved by the City, utilizing equipment, facilities, or resources owned or controlled by the City of Fayetteville, Your Media will ensure:

1. All monies collected for such services will be deposited into and all checks shall be made payable to the "Trust Account of Community Access Television, Inc." which shall contain only those funds.
2. Your Media's manager shall ensure proper accounting of all such revenues collected and shall report such accounting monthly to the Director of Media Services.
3. All funds within the "Trust Account of Community Access Television, Inc." may only be expended through City Council Resolution authorizing the receipt of funds into the Television Center budget and approving any necessary Budget Adjustments. Normal bank fees related directly to the use of this trust account may be paid with trust account funds without prior authorization.
4. Proper accounting and records of services provided, fees charged and monies collected for services will be kept by Your Media, in a manner approved by the Director of Media Services.

The City of Fayetteville provides the services described herein as a public service to the users for non-commercial use. Your Media will not allow any equipment, facilities, or resources owned or controlled by the City to be used to generate revenue for any private company, group, organization, or individual with the following exceptions:

1. Your Media may produce, or allow to be produced, televised fund-raising programs or activities for 501(c)3, non-profit organizations that directly provide services to the users. These programs are limited to one (1) per organization per contract year.
2. Your Media may produce or conduct one (1) fund-raising program or activity for itself that is televised, or produces programming that is televised, on the Public Access Channel.
3. Televised fund-raising programs or activities may not exceed twenty-four (24) hours of continuous programming or activity, or, if not continuous programming, exceed seven (7) contiguous days of duration.
4. Fund-raising activities may not disrupt the normal operations of the Television Center. Questions regarding disruption will be determined by the Director of Media Services.
5. Fund-raising messages may not be displayed over other programming without the expressed written consent of the program owner.

6. The on-air bulletin/message board and the “Open Mic” program may be used by 501(c)3 non-profit organizations to announce or publicize activities of their organizations that generate revenue for their organizations or programs.

Ownership title to all capital acquisition, supplies, material, or any other property purchased with funds received under this Contract is vested with the City, and possession of such property shall, upon termination of the Contract, revert to the City unless otherwise provided for by the City in writing. Any equipment secured through fund-raising efforts to benefit the Public Access Television channel shall remain the property of the City’s Television Center. Any funds or revenue secured through fund-raising efforts to benefit the Public Access Television channel shall be remitted to the City.

All policies, procedures, information, and execution of the services and responsibilities described in this contract shall be subject to approval by the Director of Media Services. Your Media will not make changes or revisions to any policy, procedure, or method of work directly related to the services described herein without the prior approval of the Director of Media Services.

In exchange for the funding provided by the City to Your Media, pursuant to this Agreement, Your Media shall provide the following services and report progress in each area to the Telecommunications Board and the City as defined in this contract:

SECTION 3: SCOPE OF SERVICES

PROVIDE EQUITABLE CHANNEL AVAILABILITY AND PROGRAMMING SERVICES TO USERS ON A FIRST-COME, FIRST-SERVED, CONTENT-NEUTRAL, AND NON-DISCRIMINATORY BASIS.

The City of Fayetteville provides airtime on the Public Access Television channel as a public service to users. Your Media will not require, solicit, or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for telecasting any programming on the Public Access Television channel. It is expected that all programming that is produced utilizing City of Fayetteville Television Center equipment or facilities will be telecast on the Public Access channel.

Your Media will:

1. Maintain a process whereby users may request programming to be telecast on the Public Access Television channel. This process is subject to approval by the Director of Media Services.
2. Ensure individuals requesting programs to be telecast by Your Media on the Public Access Television channel are users, as defined in Section 1.
3. Require requestors to sign an affidavit warranting that the program they are requesting to be telecast does not contain:
 - a. any violation of any Federal, State or local statute or ordinance relating to obscenity; or
 - b. any material that is an unlawful invasion of privacy; or
 - c. any use of material which violates copyright law;

Such a statement does not relieve Your Media of its duty to prevent further telecast of programming that does not meet the stipulations contained herein, as such programming comes to its knowledge.

4. Ensure programming is not commercial in nature. Commercial programming is defined as: "Programming that contains direct appeals to purchase commercial goods or services; promotes the activities of for-profit groups, organizations, or individuals; contains any call to action or solicitation to purchase a product or patronize a business; any use of superlatives in describing a product, service, or business; any direct comparison to other products, or direct comparisons to unnamed products; any price or value information; or any inducements to buy."
5. Require program requestors to provide Your Media with expressed, written consent of the program's owner for the program to be telecast on Fayetteville's Public Access Television channel. Your Media will maintain a copy of all such permissions on file.
6. Maintain a decision-making process and criteria for the scheduling of programming that will ensure the protection of 1st Amendment rights of program requestors while ensuring programming does not violate Federal, State, or local laws or ordinances. The process and criteria are subject to approval by the Director of Media Services. At a minimum, the process and criteria will:

- a. Utilize program type definitions as included in Section 1 and define other program types as necessary (i.e. one-time, series, date-sensitive, etc.).
 - b. Define scheduling priority of program types.
 - c. Define a priority conflict-resolution process.
 - d. Establish criteria for defining “mature-audience”-type programming.
 - e. Ensure program requestors are informed of “mature-audience”-type programming criteria and sign an affidavit categorizing a requested program as “mature-audience”-type programming if appropriate.
 - f. Define day-parts of the programming schedule that are appropriate for “mature-audience”-type programming.
 - g. Define the program scheduling process.
7. Program the automated telecast system to ensure the telecast of programming on the Public Access Television channel 24 hours per day/7 days per week.
 8. Manage the program scheduling process in such a manner that ensures no more than seven (7) days elapse between the submission of a new program and its first scheduled telecast.
 9. Manage the programming schedule in such a manner that the on-air bulletin/message board constitutes no more than 15% of the total weekly air time.
 10. Publish and distribute to the public a current program schedule weekly. The schedule will, at a minimum, be published in the following media:
 - a. The Public Access Television channel’s on-air bulletin/message board.
 - b. The Public Access Television channel’s web site.
 - c. A publicly accessible bulletin board at the Television Center.
 - d. Your Media’s email address list that is maintained as an opt-in list in the central records database.

The schedule will also be made available for publication by other media outlets that wish to do so.

Your Media will not:

1. Exercise any control of the content of programming, with the following exceptions:
 - a. Programs that are produced solely by Your Media staff for the purposes of communicating information about the Public Access Television channel or itself.
 - b. Portions of “open-studio” program content created by Your Media (i.e. opens, closes, bumpers, etc.).
 - c. The on-air bulletin/message board.
 - d. Programming that is produced as a result of classroom/training/studio laboratory production activity that is conducted by Your Media.
2. Schedule for further telecast any programming that has been found to violate any Federal, State, or local statute or ordinance. Your Media staff will bring any possible violations immediately to the attention of the Executive Director and the Director of Media Services as they become known to them, either through complaint or observation. The Director of Media Services will make an initial determination regarding the status of the programming. An email message is sufficient for notification. Questions regarding the legality of any programming should initially be directed to the Director of Media Services.

3. Schedule for further telecast any programming that has been found in violation of any policy of Your Media or the City, including, but not limited to, a violation of the affidavit of copyright; the affidavit of ownership; the affidavit of redistribution rights; or the affidavit of “mature audience” content; each of which is included in the telecast request process. Your Media staff will bring any possible violations immediately to the attention of the Executive Director and the Director of Media Services as these violations become known to them, either through complaint or observation. The Director of Media Services will make an initial determination regarding the status of the programming. An email message is sufficient for notification.

The City reserves the right to approve the content of any program telecast on the Public Access Television channel that in any way indicates or implies it has originated directly from the Public Access Television channel or its management. The Director of Media Services will determine if programming meets such criteria.

PROGRAM SPONSORSHIP

Program producers and owners may accept sponsors for programming they produce for telecast on the Public Access Television channel. Program sponsorship must adhere to the following:

1. The following may be identified as a program sponsor:
 - a. Corporations or Divisions or Subsidiaries of Corporations
 - b. Endowments and Foundations
 - c. Individuals
2. General Rules for Acceptability
 - a. The sponsor may not exercise editorial control over the content of any portion of programming telecast on the Public Access Television channel.
 - b. The public must not perceive that the sponsor has editorial control over the content of any portion of programming telecast on the Public Access Television channel.
 - c. The public must not conclude that any programming on the Public Access Television channel promotes sponsors’ products, services or other business interests.
 - d. Product placement in programming in exchange for sponsor support is prohibited.
3. Rules for Display of Sponsor Credits
 - a. All sponsor credits must identify the sponsor by name and/or logo.
 - b. Sponsor credits may not include:
 - i. Any call to action or solicitation to purchase a product, i.e. any use of “you” or “your”; or slogans such as “Get Met. It Pays.”
 - ii. Superlatives, i.e. “...the most intelligent car ever built.”
 - iii. Direct comparisons, i.e. “...when a Cadillac just isn’t good enough.”
 - iv. Price or value information
 - v. Inducements to buy, i.e. “six months free service when you buy”
 - c. Toll-free numbers or Web site addresses are acceptable if their purpose is only for the viewer to receive more information, and not to solicit sales.
 - d. Sponsor credits may not exploit or take unfair advantage of the child audience for children’s programming.

- e. Sponsor credits may not create the perception that there is a connection between the program content and the sponsor's products or services.
- f. Sponsor credits may only be displayed at the beginning and/or end of a program.
- g. Program content may not be interrupted to provide sponsor credit.
- h. No one sponsor credit may exceed fifteen 15 seconds in length. No single program may have a sequence of sponsor credits that exceeds sixty (60) seconds in length.
- i. Credits for in-kind goods and/or services are acceptable but they must appear in context with normal production credits and may incorporate brands or logos.

PROVIDE TELEVISION STUDIO PRODUCTION SERVICES FOR USERS ON A FIRST-COME, FIRST-SERVED, NON-DISCRIMINATORY BASIS

Your Media will:

1. Produce a weekly program ("Open Mic") of no less than 30 minutes and no more than one hour in length that provides an open-studio opportunity for users to express their views, present information, or perform; not to exceed five minutes per person.
 - a. The "Open Mic" program is owned and controlled by the City of Fayetteville.
 - b. Your Media will conduct two (2) separate studio sessions of one (1) hour each during which users may record their "Open Mic" segments. The schedule of studio sessions is subject to approval of the Director of Media Services.
 - c. All participants, residents and non-residents of Fayetteville appearing on the "Open Mic" program will be provided a document that informs them that what is presented on the "Open Mic" program must conform to all guidelines for other programming telecast on the Public Access Television channel.
 - d. Non-residents of Fayetteville wishing to participate in the "Open Mic" service alone shall not be required to pay the \$50 annual non-resident fee.
2. Produce programming for the users utilizing studio production laboratory sessions.
 - a. Content of programming produced in studio laboratory sessions will be the responsibility of the producer requesting the production services.
 - b. All technical aspects of production will be under the control and responsibility of Your Media.
 - c. Producers requesting production services utilizing the studio laboratory sessions will be notified that they will be working in a classroom/training environment. The experience of the participants in the class will be priority.
 - d. Your Media will not charge any production fees for programming produced in studio laboratory sessions.
 - e. Studio laboratory sessions may not be used to produce series programming.
 - f. Production slots in the studio laboratory sessions will be scheduled on a first-come, first-served basis. A producer may not schedule more than one session at a time.
3. Produce and telecast an electronic community bulletin/message board for residents to announce events or other information.

4. Produce and telecast a disclaimer at random times during the program schedule, no fewer than six (6) times per day, which contains the following message in both video and audio format: “Fayetteville Public Access Television is a public service provided by the City of Fayetteville to help residents exercise their First Amendment Rights. The views and opinions expressed on this channel are not necessarily those of the staff or management of Fayetteville Public Access Television or the City of Fayetteville.”

EDUCATE FAYETTEVILLE RESIDENTS **AND NON-RESIDENTS** IN THE PRODUCTION AND DISTRIBUTION OF NON-COMMERCIAL TELEVISION PROGRAMMING

Your Media will provide training and technical support for users so they may learn the techniques and details of video production and television programming distribution.

Your Media will:

1. Create and implement a training curriculum that emphasizes technical proficiency and production quality. The curriculum will contain at least 3 core classes in the subjects of:
 - a. Basic Field Production
 - b. Basic Video Editing
 - c. Basic Studio Production/Crew PositionsAnd at least 3 advanced classes in the subjects of:
 - a. Advanced Field Production
 - b. Advanced Video Editing
 - c. Advanced Studio ProductionThe syllabus for each class will be available on the Fayetteville Public Access Television web site.
2. Offer a minimum of six (6) free classes a week taught by Your Media staff in various disciplines of video production and programming distribution.
 - a. At least three (3) classes each week must be in the core subjects.
 - b. At least two (2) classes each week must be in the advanced subjects.
 - c. The studio production laboratory does not count toward the total of required classes.
3. Conduct a studio production laboratory session at least once per week that provides a “hands-on” training environment for students in Studio Production classes.
4. Create student evaluation criteria and methods that allow students to demonstrate proficiency in training both in writing and through practical application.
5. Require a minimum level of proficiency, as approved by the Director of Media Services, to achieve a passing grade in classes.
6. Maintain records of student performance and evaluations.
7. Provide training and development resources, and technical support, in addition to regular classes, to users while they are engaged in training or production activities.
8. Provide technical and production consultation to users who are producing outside programs.
9. Offer training in the use of all available methods of television programming distribution.
10. Ensure that instructors maintain a minimum level of competence in the operation of equipment, as approved by the Director of Media Services. This can be demonstrated through industry certification or actual demonstration of skills to the Director of Media

Services or their designee. If an instructor fails to meet a minimum level of competence, they will be prohibited from teaching any classes or workshops until such time as they have demonstrated to the Director of Media Services, or his/her designee, they have achieved that level.

11. Create and publish a monthly schedule of classes and workshops, a minimum of 30 calendar days prior to conducting the classes. The schedule will, at a minimum, be published in the following media:
 - a. The Public Access Television channel's on-air bulletin board.
 - b. The Public Access Television channel's web site.
 - c. A publicly accessible bulletin board at the Television Center.
 - d. Your Media's email address list that is maintained as an opt-in list in the central records database.
 - e. Made available for publication in other media that wish to do so.
12. Ensure Your Media staff stays current with emerging technologies through professional development that includes technical training.
13. Provide reports on training and education activity as required by the City.

PROVIDE EQUAL ACCESS TO TELEVISION PRODUCTION EQUIPMENT AND FACILITIES TO ALL USERS ON A FIRST-COME, FIRST-SERVED, CONTENT-NEUTRAL, NON-DISCRIMINATORY BASIS.

The City of Fayetteville provides video production equipment and facilities as a public service to the users so they may learn and apply the skills and techniques of television production. Your Media will not require, solicit or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for the opportunity for residents to use any video production equipment or facilities provided by the City of Fayetteville.

The City of Fayetteville Director of Media Services is responsible for the use designation of equipment and facilities within the Television Center. Your Media is responsible for the management of equipment and facilities designated for use by the public and designated for use by Your Media staff in the execution of the services described herein.

Your Media will:

1. Maintain accurate and detailed inventory records of all equipment designated for use by the public and use by Your Media staff.
2. Assist City staff in maintaining accurate and detailed inventory records of all equipment in the Television Center.
3. Maintain accurate and detailed records of the identification and use of all equipment that is designated for use by the public.
4. Maintain accurate and detailed records and identification of users to check-out or utilize equipment designated for use by the public. Each record will contain, at a minimum, the user's name, address, telephone number, the area(s) in which they are qualified, and the expiration date of their qualification(s). A photocopy of the documentation of residency must be included.

5. Implement a plan to determine, either by elapsed time or demonstrated proficiency, the need for a qualified user to re-take any classes to maintain their qualification to use equipment or facilities of the Television Center.
6. Maintain a reservation system and procedure for qualified users to be able to reserve the use of equipment and facilities designated for public use.
7. Maintain check-in and check-out procedures for equipment and facilities designated for public use.
8. Design and utilize procedures and checklists that will ensure equipment is checked for full functionality upon return by a user. Records will be kept of the condition of equipment on check-out and return.
9. Perform minor repairs, maintenance and upkeep of equipment and facilities as directed by City staff.
10. Actively monitor the use of editing and studio facilities.
11. Ensure that a staff member who is fully qualified in the operation of all equipment or facilities available for public use is present and available at all times to any resident who is using, or wishes to use, any equipment or facilities designated for public use.

Your Media will not:

1. Allow, or continue to allow, the use of any equipment or facilities owned or controlled by the City of Fayetteville and provided for the use of the public or Your Media under this contract to be utilized in any way that may violate any Federal, State, or local law.

MAINTAIN A PROGRAM LIBRARY AND MANAGE ARCHIVE/PROGRAM RIGHTS

The City is committed to the preservation of Fayetteville's culture, history and legacy. This is demonstrated, in part, by support of the preservation of the programs and material telecast on the Public Access Television channel.

Producers will retain all rights to any program material or programming they create. All producers requesting their program to be telecast on the Public Access Television channel must sign a statement granting the City of Fayetteville non-exclusive rights for distribution and re-distribution of the program, either in whole or in part, as the City determines necessary. In the case of a resident who requests the telecast of a program, either in whole or in part, to which they do not hold the copyright, the resident will provide expressed, written consent from the program's owner granting the City of Fayetteville non-exclusive rights for distribution and re-distribution of the program, either in whole or in part, as the City determines necessary.

Your Media will create and maintain the necessary documentation, affidavits and statements, subject to the approval of the Director of Media Services, to be included in any forms used to document the request for the telecast of programming.

1. Your Media will maintain a program library containing copies of all inside and outside programs telecast on the Public Access Television channel.
2. Your Media will maintain a program library database of all programs telecast on the Public Access Television channel.

3. Your Media will ensure the library and program library database are maintained in an easily accessible manner.
4. Physical recording media containing programming for telecast on the Public Access Television channel shall become property of the City.
5. Your Media will ensure programs are archived on DVD media, unless otherwise determined by the Director of Media Services.
6. Under no circumstances will Your Media remove, or allow to be removed, any program materials or media from the Public Access Television channel program library or program library database, without the prior approval of the Director of Media Services.

CONDUCT OUTREACH AND COMMUNICATION ACTIVITIES WITH THE PUBLIC

1. Your Media will manage a procedure whereby residents can communicate their views or complaints regarding the programming or operations of the Public Access Television channel to Your Media and the City. All complaints or comments, from whatever source or however communicated, must be immediately communicated to the Director of Media Services. After a resident makes a complaint, either verbally or in writing, the public access outsourced provider manager, or designee, will follow this procedure:
 - a. Document the complaint, recording:
 - i. Date.
 - ii. Time.
 - iii. Nature of the complaint.
 - iv. As many details as possible to facilitate the investigation of the complaint.
 - v. Contact information of the complainant, if available.
 - b. Immediately communicate the complaint to the Director of Media Services.
 - c. Immediately communicate to the complainant their complaint is being investigated, and they will receive a determination, in writing, regarding their complaint within 3 business days.
 - d. Provide a written response to the complainant detailing the investigation of their complaint, any findings thereof, and any action taken by the management of Your Media in response to the complaint. The response will also contain a statement that the complainant may appeal, in writing, any determination or action to the City of Fayetteville Telecommunications Board, c/o City of Fayetteville Television Center, 101 W. Rock Street, Fayetteville.
 - e. Provide a copy of all correspondence and other pertinent materials to the Director of Media Services.
2. The management, staff, or members of the Board of Directors of Your Media will not identify the Public Access Television channel in any way, either expressed or implied, as belonging to, owned by, or controlled by Your Media.
3. The management, staff, or members of the Board of Directors of Your Media will not identify the City of Fayetteville Television Center, or the equipment contained therein, or any portion thereof, in any way, either expressed or implied, as belonging to, owned by, or controlled by Your Media.
4. The management, staff or members of the Board of Directors of Your Media will not identify themselves or their organization in any way, either expressed or implied, as "The City of Fayetteville" or as representing the City of Fayetteville.

5. In all communication from Your Media, the Public Access Television channel will be referred to and identified as “Fayetteville Public Access Television”.
6. In all communication from Your Media, the entire production facility will be referred to as “The City of Fayetteville Television Center” or “The Television Center”, as appropriate.
7. Your Media will maintain a process for effective communication with, and coordination among, all affected City programs, City staff, and the Telecommunications Board.
8. Your Media will conduct a consistent community outreach effort designed to recruit new producers and trainees.
9. Your Media will provide information to the entire community about the nature and role of public access television; educate the community about the opportunities available for training, production and programming; and encourage groups and individuals to participate in training classes and production experiences.
10. Your Media will maintain a Fayetteville Public Access Television-branded web site for the promotion of Public Access Television services and the education of the public that includes, at a minimum, current information regarding program, production and class schedules; policies and procedures; class syllabi; and an internet forum for exchange of information between the City, Your Media, producers and trainees. Your Media may include a link to their organization’s web site.
11. The City will provide one (1) bulletin board in a publicly accessible area of the Television Center for the use of Your Media. Information posted on the bulletin board must meet at least one of the following criteria:
 - a. It is information from the City or public access operator regarding policies, procedures or regulations
 - b. It is a request by a producer to recruit help for video productions
 - c. It is a request to recruit producers for specific video production projects
 - d. It is information directly related to the programming of the public access channel
 - e. It is information directly related to opportunities for training and development in television production
 - f. It is information that promotes:
 - i. The City of Fayetteville
 - ii. A non-profit, 501(c)3 organization that serves the citizens of Fayetteville
 - iii. A government organization that serves the citizens of Fayetteville
 - g. It is information that informs the public of an event or program sponsored by:
 - i. The City of Fayetteville
 - ii. A non-profit, 501(c)3 organization that serves the citizens of Fayetteville
 - iii. A government organization that serves the citizens of Fayetteville

Information shall not be posted on bulletin boards unless it meets all of the following criteria:

- a. It shall not contain any type of direct appeal to purchase commercial goods or services, or promote the for-profit activities of individuals, groups or organizations
- b. It shall not contain any depiction of libelous, obscene, indecent or violent material
- c. It shall not be information campaigning for or in support of any political candidate or ballot issue

- d. It shall be no larger than standard "letter" sized paper, 8 ½" x 11"
- e. It shall be legible
- f. It shall not be a personal message or communication

All other bulletin boards in the Television Center are reserved for use by employees of the City or Your Media.

GENERAL ADMINISTRATION AND COMMUNICATION

Your Media will administer the activities and responsibilities described herein in compliance with all applicable Federal, State, or local laws, ordinances, rules, and regulations and within any and all agreements, rules, or regulations of any television programming distribution service or provider utilized to perform the activities or responsibilities described herein.

All communication between the City and Your Media with regard to contractual matters or operations of the Television Center will be directed through the Director of Media Services, or any other such representative as may be appointed by the City, and Your Media's duly appointed representative.

1. Your Media will develop, maintain, and enforce operational policies that assure for staff and users decorum and a professional working environment at the City of Fayetteville Television Center consistent with other City offices.
2. Your Media will abide by and enforce all policies, rules, and regulations regarding the use of the Television Center. The Director of Media Services is responsible for developing and publishing policies, procedures, rules, and regulations regarding the use of the Television Center facility and equipment. The Director of Media Services will make available to all users of the facility a reference manual that will contain all policies, procedures, rules, and regulations regarding the operation of the Public Access Television channel and the City of Fayetteville Television Center. The City reserves the right to exclude users or staff of Your Media from the Television Center for violations of policies, procedures, rules, and regulations.
3. The City shall make three telephone lines available for Your Media's business use.
4. Your Media shall be responsible for reimbursing the City for its own long distance telephone calls.
5. The City is not required to provide hardware and/or software for the establishment or maintenance of systems for the purpose of public internet access.
6. Your Media shall be responsible for the maintenance and repair of the hardware or software of computers installed for the office use of Your Media.
7. The City shall provide access to the Internet for Your Media at the same level provided to the Television Center. Your Media will be responsible for any access requirements above the level provided to the Television Center.
8. The City shall be responsible for the payment of the Television Center utilities, routine building and grounds maintenance and maintenance of the structure.
9. Your Media may use the City's current copier/printer at the Television Center for a charge of \$.039 per page. If the City upgrades the copier/printer located in the Television

Center, Your Media shall pay an adjusted charge per page, up to, but not to exceed the standard rate charged to City Departments and Divisions as determined annually.

10. Copier/printer maintenance costs will be paid by the City.
11. All business conducted and information maintained by Your Media or the Your Media Board of Directors in the execution of this contract is subject to the terms of the Arkansas Freedom of Information Act (FOIA).
12. Your Media will create an operations, training, and production schedule that maintains convenient business hours as well as a class schedule that allows producers to become certified through a combination of day, evening, and weekend classes. At a minimum Your Media will:
 - a. Provide service to the users, a minimum of forty-five (45) hours per week through a minimum of five (5) days of operation.
 - b. Create a schedule that provides service for a minimum of four (4) hours per scheduled operation day.
 - c. Provide a staff member in the lobby to greet the public whenever the Television Center is open to the public.
 - d. Observe all City Holiday closings and follow City of Fayetteville policies regarding closing for inclement weather.

Your Media and the Director of Media Services will agree upon the operations schedule and Your Media will not vary from the agreed upon schedule without prior approval of the Director of Media Services.

13. Your Media shall submit monthly, quarterly, and annual reports, as defined by the Director of Media Services, on the execution of the activities and responsibilities described herein. Monthly reports shall be due by the 10th of the following month, or, if the 10th is not a regular business day, the next business day following the 10th. No contract payments will be made to Your Media while any required report is incomplete or overdue.
14. Your Media agrees to provide the City with a monthly financial report, due by the 10th of the following month, detailing:
 - a. Expenditures of funds provided Your Media from the City
 - b. Sources and amounts of other revenue generated from Public Access service activity
 - c. Any other expenditures related to Public Access service activity

The report shall be prepared by an independent certified public accountant, based on a modified accrual or cash basis method, summarizing activity during the preceding month and year to date. Said report shall include income and balance sheet statements.

15. Quarterly reports shall contain, but not be limited to:
 - i) Financial reports, detailing:
 - (a) Expenditures of funds provided Your Media from the City
 - (b) Sources and amounts of other revenue generated from Public Access service activity
 - (c) Any other expenditures related to Public Access service activity
 - ii) Training reports, detailing:
 - (a) Training activity provided users
 - (b) Training activity for staff
 - (c) Class and workshop activity

- iii) Certification activity
 - (a) Certification of residents
 - 1. Number of new users qualified to use equipment
 - 2. Number of new outside producers
 - (b) Certification of staff
- iv) Production activity
 - (a) Production activity of users
 - (b) Production activity of staff
- v) Equipment Utilization
- vi) Feedback and Complaints
- vii) Programming reports
 - (a) Itemization of programs telecast by:
 - 1. Inside programs
 - 2. Outside programs
 - (b) Itemization of program requestors by:
 - 1. Inside programs
 - 2. Outside programs
 - (c) Quantity of new and repeat inside programs
 - (d) Quantity of new and repeat outside programs
 - (e) Quantity of new program requestors
- viii) Details of activity engaged in by Your Media to promote Fayetteville Public Access Television

16. In addition to the monthly, quarterly and annual reports, the following special reports and information shall be provided to the Director of Media Services:

- a. Reports of stolen, missing or damaged equipment within one (1) working day of learning of each occurrence; and
- b. Requests for changes in any policies or procedures that affect any services described herein; and
- c. All corporate documents, including but not limited to Your Media's by-laws, policies, articles of incorporation, certification of compliance with affirmative action plan and EEO standards, and a list of Board members; and
- d. At any reasonable time and as often as the Telecommunications Board or the City may deem necessary, Your Media shall make available to them, or any of their authorized representatives, within three (3) business days, all of Your Media's records related to all matters covered by this Agreement and shall permit the Telecommunications Board or the City to audit, examine, make excerpts and copies of such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to or deemed pertinent to matters covered by this Contract; and
- e. During the term of this Contract, Your Media shall cause to be delivered to the Telecommunications Board and the City copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered in a timely manner to give adequate notice and shall also include an agenda; and

- f. Minutes of all meetings, if taken, and materials distributed in meetings of Your Media's Board of Directors, or committees thereof, shall be submitted to the Telecommunications Board and the City; and

Your Media will, upon request of the City, make available all supporting documentation and data relating to any reports required by this Contract or requested by the City.

PERFORMANCE EVALUATION

1. A performance evaluation will be conducted quarterly by the Director of Media Services to assess Your Media's effectiveness in providing the services described herein.
2. The City and Your Media may agree upon periodic performance measures. These measures will be documented as Addendum A of this contract.
3. Your Media will provide a method for receiving feedback, comments, input and suggestions from the public. This communication will be made available to the Director of Media Services as part of the quarterly evaluation process.
4. The Director of Media Services will immediately communicate to Your Media any violations of this contract as may come to his/her attention so that Your Media may have an opportunity to correct such violations in a timely manner.
5. Quarterly evaluations will be communicated to the Telecommunications Board, consistent with the process for oversight as specified in the Telecommunications Board Ordinance.

CONTRACT PERIOD

The contract period will be from January 1, 2017, until December 31, 2017. Either party may cancel this contract at any time with a thirty (30) day written notice. This contract may be renewed by the parties per year for up to three additional one-year terms.

FUNDING

The City hereby agrees to pay Your Media the monthly sum of \$13,126.67 for services performed under the terms of this contract. Each monthly payment will be remitted on or before the 15th day of each month, beginning January 15, 2017, unless Your Media fails to comply with the expressed terms of this contract. The City reserves the right to withhold contract payments to Your Media unless Your Media is deemed in full compliance with the contract or until all contract violations are corrected. For any future renewal period up to four additional one-year terms, payments to Your Media shall be increased by the amount required to fund salary increases of three percent (3%).

LEGAL AUTHORITY

Your Media assures and guarantees that it possesses the legal authority to enter into this Agreement. Further, that the person or persons signing and executing this Agreement on behalf of Your Media have been fully authorized by Your Media to execute this Agreement. That such authority is evidenced pursuant to a proper, appropriate and official motion and resolution, which was passed and approved specifically to enter into this Agreement and shall legally bind Your Media to all the terms, performances, and provisions here set forth. A copy of such resolution shall be provided upon execution of this Agreement. The City may exercise its right to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal

authority of Your Media or the person signing the Agreement. The City shall not be obligated to pay Your Media for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Section.

PERSONNEL

Your Media shall adequately staff the Public Access operation to meet the services and duties outlined in this agreement. Both City staff and Your Media staff will be expected to work together in a cooperative manner within the Television Center. Personnel policies shall be established by Your Media and shall be available for examination by the City.

Upon termination of any employee from either the City or Your Media, it is understood that any violation of policy or procedure serious enough to require termination is also grounds for exclusion from the Television Center.

EQUAL OPPORTUNITY

Your Media shall comply with all applicable equal opportunity, affirmative action, and ADA laws or regulations, including those of the City of Fayetteville.

INSURANCE

Your Media shall obtain and keep in force during the term of this agreement a policy of public liability and property damage insurance. Your Media shall provide continued proof of coverage in its quarterly reports. The coverage, at a minimum, shall be in the following amounts:

General Liability

- | | |
|-------------------------------------|-------------|
| 1. General Aggregate | \$1,000,000 |
| 2. Products/Completed Oper. Aggr. | \$1,000,000 |
| 3. Each Occurrence | \$100,000 |
| 4. Fire Damage (any one fire) | \$50,000 |
| 5. Medical Expense (any one person) | \$5,000 |

Worker's Compensation for all employees as required by Arkansas Statute.

Bonding: Your Media shall obtain a fidelity bond covering all persons handling funds received or disbursed and/or signing or co-signing checks to disburse funds under this agreement, within 10 days of the contract execution. The fidelity bond shall be in an amount equal to 10% of the city grant award or \$5,000, whichever is less. Your Media shall furnish the city proof of an adequate fidelity bond prior to the first payment of funds under this agreement.

POLITICAL/SECTARIAN ACTIVITY

Your Media shall not initiate or sponsor political or religious programming. Your Media shall not engage in any political activity. Your Media shall not directly produce any programs nor participate in any activities that establish or promote any religion or prohibit the free exercise thereof.

HOLD HARMLESS

It is expressed, understood and agreed by both parties that the City is contracting with Your Media as an independent contractor and that as such, Your Media shall save and hold the City, its officers, agents, and employees harmless from all liability of any nature of any kind, including costs and expenses for, or on account of, any claims, audit exceptions, demands, suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property, resulting in whole or in part from the performance or omission of any employee, agent or representative of Your Media. This Agreement shall not be construed in any manner or form as a waiver of that Tort Immunity as set out under Arkansas Law.

CONFLICT OF INTEREST

Your Media covenants that neither it nor any member of its Board of Directors currently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Your Media further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed as a member of its Board of Directors.

Your Media further covenants that no member of its Board of Directors or its staff or employees shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

No officer, member, or employee of the City and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to the Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he has a personal financial direct or indirect interest; or have any personal financial interest, direct or indirect, in this Agreement or the proceeds thereof.

CONTRACT ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto, and any prior agreement, whether written or oral, shall have no force or effect. Any subsequent agreements will have no effect unless properly executed in writing and recorded as an addendum to this Agreement.

SEVERABILITY

If any section, subsection, sentence, clause, phrase, or word of this agreement is held to be invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase, or word will be deemed as a separate, distinct and independent provision, and such holding will not affect the validity of the remaining provisions of this agreement.

COMMUNITY ACCESS TELEVISION
d/b/a YOUR MEDIA

By: 

Print: Daniel A. Robinson

Title: Executive Director

ATTEST:

By: _____

Print: _____

Title: _____

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0338

Agenda Date: 7/6/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 3

RZN 17-5802: (147 E. SPRING ST./TEAGUE):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5802 FOR APPROXIMATELY 0.31 ACRES LOCATED AT 147 EAST SPRING STREET FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE, URBAN

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 property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RMF-24, Residential Multi Family, 24 units per acre to RI-U, Residential Intermediate, Urban.

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.

City of Fayetteville Staff Review Form

2017-0338

Legistar File ID

7/6/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Andrew Garner

6/16/2017

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 17-5802: Rezone (147 E. SPRING ST./TEAGUE, 485): Submitted by MATTHEW PETTY for property at 147 E. SPRING ST. The property is zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE and contains approximately 0.31 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE, URBAN.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JULY 6, 2017

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, Planning Director

FROM: Quin Thompson, Current Planner

DATE: June 16, 2017

SUBJECT: **RZN 17-5802: Rezone (147 E. SPRING ST./TEAGUE, 485):** Submitted by BRIAN TEAGUE for property at 147 E. SPRING ST. The property is zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE and contains approximately 0.31 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE, URBAN.

RECOMMENDATION:

The City Planning staff and Planning Commission recommend approval of an ordinance to rezone the subject property to RI-U, Residential Intermediate, Urban, as shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is located south east of the intersection of Washington Avenue and Spring Street. The approximately 0.31acre parcel is within the RMF-24 zoning district. The property is developed with a two-family home built in 1915, and containing 2,078 square feet.

Request: The request is to rezone the parcel from RMF-24, Residential Multi-family, 24 Units Per Acre to RI-U, Residential Intermediate, Urban. The applicant stated the rezoning is needed to allow this lot to be split and developed for appropriate infill.

Land Use Compatibility: The proposed zoning is generally compatible with surrounding land use patterns in this area, which include a mixture of small multi-family residential properties and one and two-family homes aligned uniformly along the street edge. The RI-U and RMF-24 zoning districts allow construction of units much closer to the street edge, which has recently occurred across Washington Avenue from the subject property.

Land Use Plan Analysis: The proposed zoning is compatible with the Future Land Use Map (FLUM) and consistent with the Residential Neighborhood Area designation of the subject property and surrounding area, which encourages a wide variety of uses within a dense urban environment. City Plan 2030 encourages both infill development and re-development in a traditional urban form, further, infill development is the highest priority of the City Plan 2030.

DISCUSSION:

On June 12, 2017, the Planning Commission forwarded the proposal to City Council with a recommendation for approval passed by a vote of 7-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

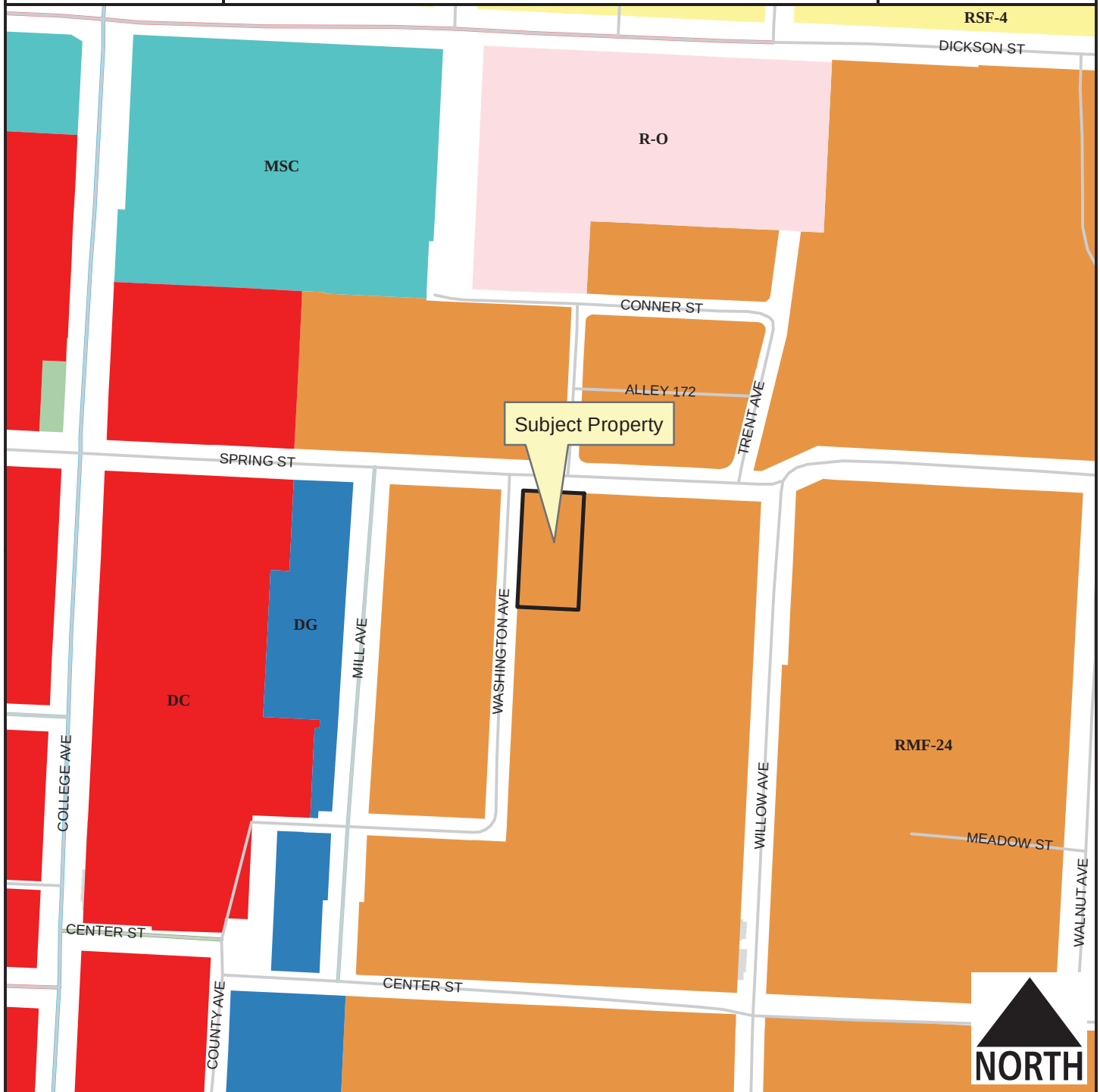
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

RZN 17-5802

Close Up View

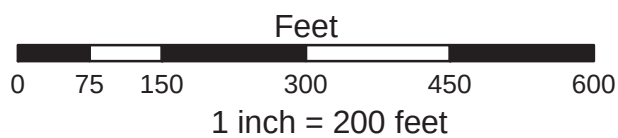
TEAGUE

17-5802
EXHIBIT 'A'



Legend

- Planning Area
- Fayetteville City Limits
- Building Footprint



- RSF-4
- RMF-24
- Residential-Office
- Downtown Core
- Main Street Center
- Downtown General
- P-1

17-5802
EXHIBIT 'B'

Legal description

PARCEL 765-12695-000 - A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N03°37'03"E 678.77' AND S87°23'51"E 600.23' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE S87°23'51"E 96.67' TO AN EXISTING CHISELED X IN CONCRETE, THENCE S03°12'52"W 160.56', THENCE N86°52'31"W 96.67', THENCE N03°12'54"E 159.68' TO THE POINT OF BEGINNING, CONTAINING 0.36 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant X Representative

Applicant (person making request):

Name: John Brian Teague

Address: 100 W. Center St., STE 300
Fayetteville, AR 72701

E-mail: brian@communitybydesignllc.com

Phone:
(479) 790 - 6775
()

Fax:
()

Representative (engineer, surveyor, realtor, etc.):

Name: Matthew Petty
Infill Group LLC

Address: 100 W. Center St., STE 202
Fayetteville, AR 72701

E-mail: matthew@infillgroup.com

Phone:
() (479) 595 - 8703
()

Fax:
()

Site Address / Location: 147 E. Spring St., Fayetteville, AR 72701

Current Zoning District: RMF-24

Requested Zoning District: RI-U

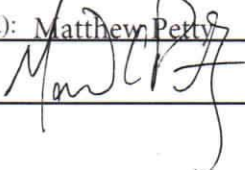
Assessor's Parcel Number(s) for subject property: 765-12695-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

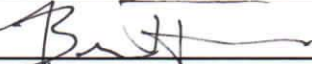
Brian Teague

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Matthew Petty Date: 4/25/2017
Signature: 

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Property Owners of Record (attach additional info if necessary):

Name (printed): <u>JOHN BRIAN LEAGUE</u>	Address: <u>201 EAST SPRING ST.</u>
Signature: <u></u>	<u>Fayetteville, AR 72701</u>
Date: <u>4/27/17</u>	Phone: <u>(479) 790-6775</u>

Name (printed): _____	Address: _____
Signature: _____	_____
Date: _____	Phone: _____
	() _____

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
 - \$325.00 application fee
 - \$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

B.T.

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Planner

MEETING DATE: ~~June 12, 2017~~ **UPDATED 6-15-2017**

SUBJECT: **RZN 17-5802: Rezone (147 E. SPRING ST./TEAGUE, 485):** Submitted by BRIAN TEAGUE for property at 147 E. SPRING ST. The property is zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE and contains approximately 0.31 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE, URBAN.

RECOMMENDATION:

Staff recommends forwarding **RZN 17-5802** to the City Council with a recommendation of approval, based on the findings herein.

BACKGROUND:

The subject property is located south east of the intersection of Washington Avenue and Spring Street. The approximately 0.31 acre parcel is within the RMF-24 zoning district. The property is developed with a two-family home built in 1915, and containing- 2,078 square feet. The surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-family Residential	RMF-24, Multi-family Residential
South	Single-family Residential	RMF-24, Multi-family Residential
East	Single-family Residential	RMF-24, Multi-family Residential
West	Single-family Residential	RMF-24, Multi-family Residential

Request: The request is to rezone the property from RMF-24, Residential Multi-family, 24 Units per Acre to RI-U, Residential Intermediate, Urban.

Public Comment: Staff has received several comments about the proposed zoning district. These comments have expressed opposition to the proposal, citing concerns with increased intensity of land use that would be allowed within the proposed zoning district.

INFRASTRUCTURE:

- Streets:** The subject parcel has access to Spring Street and Washington Avenue. Both streets are improved local streets with curb/gutter. Spring Street has sidewalk at back of curb and storm drainage. No sidewalk is currently existing on Washington Avenue. Any street improvements required in these areas would be determined at the time of development proposal.
- Water:** Public water is available to the site. There is an existing 12" main along Spring Street and an existing 6" main in Washington Avenue.
- Sewer:** Sanitary Sewer is available to the site. There are 8" public sewer mains existing in both Spring Street and Washington Avenue.
- Drainage:** Any additional improvements or requirements for drainage will be determined at time of development. No portion of this property is identified as FEMA regulated floodplains. No protected streams are located on this property. No portion of this parcel lies within the Hillside-Hilltop Overlay District, however, some areas of 15% slope appear to be present onsite.
- Fire:** The Fire Department did not comment on this request.
- Police:** The Police Department did not comment on this request.

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan* designates this site as **Residential Neighborhood Area**. These areas are primarily residential in nature and support a variety of housing types of appropriate scale and context, including single-family, multi-family and rowhouses. The Residential Neighborhood Area designation encourages highly connected, compact blocks with gridded street patterns and reduced setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features in the natural environment.

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: ***Land Use Compatibility:*** The proposed zoning is generally compatible with surrounding land use patterns in this area, which include a mixture of small multi-family residential properties and single-family and two-family homes aligned uniformly along the street edge. The RI-U and RMF-24 zoning districts allow construction of units much closer to the street edge, which has recently occurred across Washington Avenue from the subject property.

A survey of the existing development pattern in the immediate area shows that the neighborhood density is approximately 6-7 units per acre. The current zoning district allows 24 units per acre. The subject property

contains 0.31 acre, which at a density of 24 units per acre would allow a maximum of 7 units on the property. The RI-U zone does not place a limit on the density of development, and thus should not be considered a 'downzone' in terms of overall development potential. Development under the proposed zoning could significantly increase the allowable density and intensity of use allowed on this site.

Land Use Plan Analysis: The proposed zoning is compatible with the Future Land Use Map (FLUM) and consistent with the Residential Neighborhood Area designation of the subject property and surrounding area, which encourages a wide variety of uses within a dense urban environment. City Plan 2030 encourages both infill development and re-development in a traditional urban form, further, infill development is the highest priority of the City Plan 2030.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The applicant has requested the RI-U zoning to allow reduced lot size which is beneficial for project financing. Staff finds that the project is justified by the overall goal of City Plan 2030 to make infill development the City's top priority.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The RI-U and RMF-24 zoning districts allow similar uses, including development of attached buildings. The proposed rezone does allow unlimited density, which does have the potential to create increased traffic in the area over the existing RMF-24 zoning district, or current low density development pattern. In staff's opinion, Washington Avenue and Spring Street have the capacity to support traffic from a higher density development on the subject property. As such, traffic danger and congestion is not expected to increase appreciably.

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: With consideration for the subject property's current low development density, a rezoning of the property is likely to lead to an increased load on public services and increased population density in the area. The subject property has access to existing infrastructure, and re-development is not expected to have undesirable adverse impacts on public services or facilities. The Police and Fire Departments have not expressed objections to the proposed zoning.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Staff recommends forwarding RZN 17-5802 to the City Council with a recommendation of approval, based on the findings discussed throughout this report.

PLANNING COMMISSION ACTION: Required				<u>YES</u>
Date: <u>June 12, 2017</u>	☐ Tabled	☒ Forwarded	☐ Denied	
Motion: BELDEN				
Second: SCROGGIN				
Vote: 7-0-0				
CITY COUNCIL ACTION:				Required
				<u>YES</u>
Date: <u>August 7, 2017</u>	☐ Approved	☐ Denied		

BUDGET/STAFF IMPACT:

None

Attachments:

- UDC 161.15, RMF-24 Residential Multi-family / 24 Units per Acre
- UDC 161.12 Residential Intermediate-Urban
- Public comment
- Request letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.15 - District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

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

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	35 feet
Two-family	35 feet
Three or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet

Townhouses: Individual lot	2,000 square feet
Single-family	3,000 square feet
Two (2) family	4,000 square feet
Three (3) or more	7,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet
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(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	30/45/60 feet*
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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, between 10—20 feet from the master street plan right-of-way a maximum height of 45 feet and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 60 feet. Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of 1 foot for each foot of height in excess of 20 feet.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5079, 11-20-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5495, 4-17-12; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, § 1(Exh. A), 10-6-15)

Thompson, Quin

From: rmjoinery <rmjoinery@gmail.com>
Sent: Wednesday, June 07, 2017 11:08 AM
To: Thompson, Quin
Subject: 147 e. Spring rezoning

Mr Thompson,

I understand Brian Teague is wanting to rezone his property for a very dense development. While this neighborhood could certainly handle some infill, as with a couple tiny houses, putting in triplexes would change the neighborhood too much.

My wife and I own 200 e. Spring. We live out in a rural area now, but plan on retiring into our house when age makes it best to live in town. We have worked hard trying to rent to people who love and respect the area. Over the years we have only had one renter in there that was not a good neighbor, as far as we have heard. Trying to rent out a bunch of units will make it very difficult to find enough of the right people, and bring down the quality of life there.

Thank you for your time.

Rick& Mary Loots 479 595 5153
Sent from my Galaxy Tab® A

161.12 - District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster housing development

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	30/45 feet
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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.

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

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 5945, §5(Exh. A), 1-17-17)

Thompson, Quin

From: Barbara Boland <barbaraboland@hotmail.com>
Sent: Tuesday, May 30, 2017 3:10 PM
To: Thompson, Quin
Subject: rezoning of 147 E Spring St

Hi Quinn,

I have lived at 148 E Spring Street for almost 20 years now and I am strongly opposed to the proposal to rezone the property at 147 E Spring Street. I understand from my conversation with you, discussions with my neighbors and a presentation by Brian Teague on Friday, May 26th, that the proposed zone designation (RIU) is quite similar to the existing zoning (RMF24) with some, what I think are, significant differences. Most importantly the unlimited density allowed by RIU and the allowance for zero set-backs seem quite unacceptable for this neighborhood. I think it is important as our population grows that we do some in-filling close to the city center, however, I think the character and quality of the neighborhood would both suffer if the proposed zoning change were allowed. The existing set-backs in the neighborhood give it an open, approachable, and, I feel, more walkable character. Building at the edges of the sidewalk would be bad enough; but the height allowances could make for looming buildings...not a pleasant sight or experience; and in my opinion, not acceptable across the street.

I understand that Brian mainly wants to have the zone change to make his financing easier, and though I wish him well with his financing, I don't think it is worth opening the neighborhood to the potential of what RIU allows. I do think we should be changing the zoning, however...to a less dense RMF than 24. This proposal is tending in the wrong direction.

With thanks,
Barbara Boland
148 E Spring Street
Fayetteville, AR 72701
(479) 521-2801

Thompson, Quin

From: Bill Browner <tribrow@sbcglobal.net>
Sent: Sunday, May 28, 2017 6:30 PM
To: Thompson, Quin
Subject: Reference rezoning request for 147 East Spring St.

Quin,

I'm writing to voice my objection to Brian Teague's request to rezone the property at 147 East Spring St. from RMF-24 to RI-U. My wife and I own the property at 203 East Spring, directly east of Brian Teague's residence at 201.

I personally believe that the RMF-24 zoning is inappropriate for this neighborhood as a casual drive through the area will confirm that the majority of the structures along Spring Street from College east to Fletcher and the adjoining side streets both north and south are single family residences with a smattering of duplexes and older, larger houses that have been subdivided into rental apartments, similar to the existing structure on the property in question. The RMF-24 classification allows for a density of 24 units /per acre which is not in keeping with the existing makeup of the neighborhood. The RI-U classification is worse, in my opinion, as it has no density limits; the proposed plans that I've seen, Site Improvement Plan SIP 16-5480, indicates 11 potential units on the 147 East Spring property, 3 more than would currently be allowed by the RMF-24 zoning, for this 0.36 acre property.

We've owned our property for 26 years and we were drawn to the location because it was an older, single family neighborhood, close to our daughter's school and our workplaces. Along with most of our neighbors, we have invested in our property, made improvements to our houses and yards and have contributed to the reason that this once overlooked area has become a desirable place to live in Fayetteville. I am in favor of infilling where appropriate to increase density so that others can also enjoy living in a walkable, pedestrian friendly neighborhood close to downtown, but not at the expense of changing from residences with yards and long term neighbors to a development of small, single bedroom apartments.

Our section of Spring Street is pretty neighborly, most of us know each other and occasionally we get together for impromptu porch parties. Brian has been our neighbor for the past 14 years and we get along fine. We along with a number of our neighbors recently met with Brian in an effort to foster communication and to better understand his development plans. Overall, the discussion was amicable and while objections to certain aspects of his plan were voiced, some support was offered as well. The concerns that I voiced include the following:

- While the rezoning is noted for 147 E. Spring, I am not in favor of the change to RI-U as it seems to me it could open the door for rezoning the 201 E Spring property directly east of me at some point in the future. As the 147 and 201 lots are under single ownership and the 147 development plan requires a driveway easement across the 201 property to access the garages below the 2 proposed triplexes on Washington Street, it appears that this could open up the possibility of a future proposal to rezone 201 to RI-U as well. In my nightmare scenario, the existing house at 201 could be torn down and we could end up with a cluster of townhouses along our western property line. With the 5' setback allowed, this is particularly problematic as those buildings would destroy the existing densely wooded tree row on the property line and more than likely kill every tree along the west side of my property, as maximizing the buildable space would put the buildings within the tree lines / canopies of the existing trees. To make it worse, as we're already 4' to 5' lower than the 201 property, we'd be looking at a 35' +/- high wall, probably rising to 45' 10' back from that, studded with numerous windows overlooking our yard, gardens and house! While I understand that this is not part of the current plan, the possibility that this could happen is frightening. It would completely destroy the look and feel of our yard and our home.
- The development plan notes a building A to be constructed between the sidewalk along the curb line of Spring Street and the existing structure at 147. This building would require the removal of 2 significant trees, a 24" maple and a 30" oak, along with a number of understory trees and shrubs. Mature trees overhanging the street are a hallmark of this and many other older Fayetteville neighborhoods and I am totally against them being removed. The City is currently attempting to recreate the tree lined streets that historically have graced our town, the College St. improvements being a case in point. Why are we then willing to allow removal of mature, healthy trees in this instance? I'd hate to think that it possibly had more to do with the neighborhood being less

valued, than say similar properties in other older neighborhoods, like the historic district. Granted, while the wealthier historic district may have the advantage of more favorable zoning, would the removal of 2 similar trees for the construction of a 17' wide by 52' long triplex in front of a similar house on North Washington Street be allowed? Shouldn't our neighborhood be treated with similar concern and respect? At our meeting with the neighbors, everyone voiced similar concerns to Brian that the trees should be preserved.

- Visually, the placement of a narrow and tall building directly behind the sidewalk on the north side of the existing structure at 147 is not in keeping with the layout of any of the existing houses on the block, and with the exception of the new single family home being built on the southwest corner of Spring and Washington, not with virtually any other structure on Spring between College and Fletcher. Again, when you drive through the neighborhood, what you see are primarily single family houses on lots with yards, set 25' back from the property line. I do not believe that what is being proposed, visually, is in keeping with the existing look and feel of the neighborhood.
- The proposed buildings will be very tall, 3 stories is my understanding. Most of the existing structures immediate to the development are shorter, with the majority of the houses around us being single story. The 147 property is also the high point of the block which will further exacerbate the heights of the buildings, making them appear even taller.
- At our neighborhood meeting, Brian explained the design of the proposed triplexes, following what he termed as an "Ozarks vernacular" with the general widths of the structures, particularly the 2 along Washington, and the exterior clapboard siding and detailing, mimicking existing older Fayetteville residences. Those in attendance agreed that the proposed look of the buildings were in keeping with the look of the neighborhood. One point that I made was that the elevations that he presented, that I assume were also submitted to the City, shows each structure individually rather than grouped together, 10' apart and adjacent the existing wood framed house. The elevations make the structures look like they're sited in a large greenspace, when in actuality, they will be crowded together. I don't know what the elevation of the entire development along Washington Street will look like, but as noted above, the close proximity of these buildings, combined with their height and the narrowness of the street, is concerning. I believe that the very tall residence currently under construction on the west side of the street, sited on a lot that is substantially higher than 147, in combination with this development, will create a narrow, tunnel like passage, dissimilar to any other street intersection within the immediate area.
- Regarding development of the space south of the existing structure at 147, it appears to me that potentially 2 buildings could be situated in the space, fronting Washington Street. The width of the structures shown on the development plan are similar to the mine and my neighbors as well as other structures along Washington and infill of this area would be acceptable, in my opinion, as long as parking and access to adjacent properties are properly addressed. As I noted above, while I believe 24 units per acre as currently zoned is too dense, construction of 2 triplexes combined with the 2 units in the existing house, would result in 8 units, which I understand would be the current allowed maximum for this 0.36 acre parcel. Personally, I'd rather see 2 affordable single family houses with small yards rather than triplexes, but I'm not the one worrying with the economics either.
- Parking and traffic are huge issues in my opinion. Anyone who's lived on this street has come to realize that it's one of the major east-west cut-throughs as well as south to Huntsville Rd. There is a lot of traffic going up and down Spring and parallel parking is only allowed on the north side. It's not unusual to have cars parked across from our house all the way west to College Ave. The plans appear to show a single parking space or garage for each unit, but in reality, a single bedroom unit could be occupied by a couple with 2 cars, plus the units in the existing house are 4 bedroom and 2 bedroom, meaning potentially 6 more vehicles. Folks already in the neighborhood are utilizing the parking on Spring. I question whether adequate parking is even available. I believe that the added parking combined with the traffic volume on Spring Street along with the narrowing of the Washington & Spring intersection visually by the addition of these taller buildings crowding the street is a recipe for disaster.
- I realize that rentals are a fact of life in many neighborhoods and while I don't begrudge folks subdividing older homes or infilling where appropriate with duplexes, it needs to be kept in check in established residential neighborhoods. As I've noted, we've lived here for 26 years and have had various bouts with unruly and loud renters in the house across from us and the building at 147. For the last few years, things for the most part have

been quiet and we've had few issues. This is fantastic and how it needs to be. No offense to renters, but they don't always have the buy in to respecting the notion of the "commons", that public area that we all share, as regards issues like noise, for example. This being a college town, I've no interest in dealing with kids who think it's perfectly fine to party on their porches all night. Granted, who's to say who these units will rent to, but adding 9 units to the mix definitely gives me pause.

In closing, I don't believe rezoning this property should be allowed as the density, siting and heights of the structures that are being proposed along with the removal of significant mature trees is in keeping with the existing fabric, look and use of my neighborhood. Rather than allowing for even denser development, I am requesting that the City consider rezoning this neighborhood to something less dense, that will allow for the existing 2 to 4 unit structures, and discouraging anything larger than currently exists. I believe this neighborhood should be protected like others in the City so that it not succumb to the massive apartment developments that seem to be springing up all over town.

I have invested a lot of time and effort into maintaining my home and in improving my neighborhood. I've done this as I've felt secure that my future here in the City would be maintained. I recently retired with the intent to enjoy my remaining years in my own home, in a city and neighborhood that I love. My sanctuary is the garden behind my house, currently bordered by similarly sized, single family residences and yards. Opening the door to clustered housing on an adjacent property places all of this in jeopardy. I've done the right thing, played the game, invested in what I have, knowing that by maintaining my place, I've increased the "desirability" and value of our neighborhood and Fayetteville in general. I don't believe that those of us who have worked to create a neighborhood should have it be potentially upset, so that another can make a few bucks on some rentals. Thanks for your consideration.

Bill Browner
203 East Spring
Fayetteville, AR 72701
(479) 387-0207

Thompson, Quin

From: Russell Sharman <russell.sharman@gmail.com>
Sent: Tuesday, May 30, 2017 9:46 AM
To: Thompson, Quin
Cc: Cheryl Harris Sharman
Subject: East Spring Rezoning

Dear Quin. I live at 210 East Spring Street and am writing as a concerned neighbor regarding the proposed rezoning of 147 East Spring, the lot on the corner of Washington and East Spring. While I am supportive of the plan to develop the lot to a certain extent, I am concerned with the plan to re-zone the property to do so. While the proposed RI-U zoning for that lot seems to speak to many of the issues I support, including "the development of detached and attached dwellings in suitable environments" and providing "a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living," it lacks any limit on density per acre, and erases the setbacks that would keep the neighborhood's residential aesthetic. So while I am not strongly opposed to re-zoning as a matter of principle, it has brought to my attention that we are currently zoned RMF-24, which is already a much higher density than neighborhoods directly adjacent to us. If anything, I'd like to see the whole area re-zoned to a *lower* density. In fact, I would really like to see the city engage in some kind of specific plan for our neighborhood going forward, especially as the city grows more and more rapidly each year.

Sincerely,
Russell Sharman

Thompson, Quin

From: Cheryl Harris Sharman <sharman.cheryl@gmail.com>
Sent: Tuesday, May 30, 2017 9:57 AM
To: Russell Sharman
Cc: Thompson, Quin
Subject: Re: East Spring Rezoning

Hi Quin,

I share the same sentiments as my husband Russell here. Wanted to also ask if there's a way for us -- for our entire street (Brian Teague, Carrie Trinka, her husband Bill, a few others who are engaged in this topic) -- to be involved in any city plan for our neighborhood going forward. We neighbors don't always agree on everything, but we're mostly on the same bigger page and want to remain neighborly about everything. Also, Russell and I have lived in places ranging from the heart of New York City to rural Costa Rica, where both urban planning and rural preservation have informed our work and our lives. In Costa Rica, you have to get permission to cut down even a dead tree on your property, which preserves its rich ecosystem. And in New York City, urban planning has been done exceedingly well, and quite terribly, with great consequences in each direction. I'm also a new member of the recently-revamped board of the Continuum of Care (CoC) for homelessness in the region, so I'm a big advocate of the need for thoughtful, affordable housing. We'd love to have a seat at the table where such things are being deliberated about our city, our neighborhood, and our street. With flexible jobs, we could've moved anywhere in the world, or any street in Fayetteville, and we chose this one right here. Thanks so much for listening, for caring, for all you do.

Blessings,
Cheryl

Returning hate for hate multiplies hate, adding deeper darkness to a night already devoid of stars. Darkness cannot drive out darkness; only light can do that. Hate cannot drive out hate, only love can do that.

- Martin Luther King Jr. Strength to Love

On May 30, 2017, at 9:45 AM, Russell Sharman wrote:

Dear Quin. I live at 210 East Spring Street and am writing as a concerned neighbor regarding the proposed rezoning of 147 East Spring, the lot on the corner of Washington and East Spring. While I am supportive of the plan to develop the lot to a certain extent, I am concerned with the plan to re-zone the property to do so. While the proposed RI-U zoning for that lot seems to speak to many of the issues I support, including "the development of detached and attached dwellings in suitable environments" and providing "a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living," it lacks any limit on density per acre, and erases the setbacks that would keep the neighborhood's residential aesthetic. So while I am not strongly opposed to re-zoning as a matter of principle, it has brought to my attention that we are currently zoned RMF-24, which is already a much higher density than neighborhoods directly adjacent to us. If anything, I'd like to see the whole area re-zoned to a *lower* density. In fact, I would really like to see the city engage in some kind of specific plan for our neighborhood going forward, especially as the city grows more and more rapidly each year.

Sincerely,
Russell Sharman

Written description of rezoning request

Prepared 4/25/2017 for parcels: 765-12695-000.

a) Current ownership information and any proposed or pending property sales.

The current owner John Brian Teague.

b) Reason (need) for requesting the zoning change.

The owner is planning to develop triplexes. The proposed development is already allowed by-right in the existing zoning, but the owner would like to subdivide the parcels so that each building may be sold in a fee-simple sale.

c) Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance, and signage.

The proposed rezoning is consistent with surrounding properties. In terms of land use, the surrounding properties are used as single-family dwellings, duplexes, and missing-middle multi-family. In terms of traffic, E. Spring Street has excess capacity. In terms of appearance and signage, the design standards of RI-U will ensure that any new development is contextually sensitive to the existing neighborhood character.

d) Availability of water and sewer (state size of lines).

E. Spring Street ROW: 8" sewer / 12" water.
N. Washington Ave. ROW: 8" sewer / 6" water.

e) The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

The proposed zoning is consistent with City Plan 2030. Given the existing zoning and surrounding land uses, RI-U allows for appropriate infill and advances Fayetteville's goal to grow a livable transportation network.

f) Whether the proposed zoning is justified and/or needed at the time of the request.

The proposed rezoning is needed to allow for lot splits necessary for bank financing and to establish the owner's option to sell each building individually.

g) Whether the proposed zoning will create or appreciably increase traffic danger and congestion.

The proposed rezoning will not create a traffic danger or appreciably increase congestion.

h) Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

While the proposed rezoning will alter the population density, it will not undesirably increase the load on public services. A moderate increase in density increases the operating and/or maintenance efficiencies of public services: it allows more children to be bussed per mile and more residents to be served per linear foot of water or sewer line.

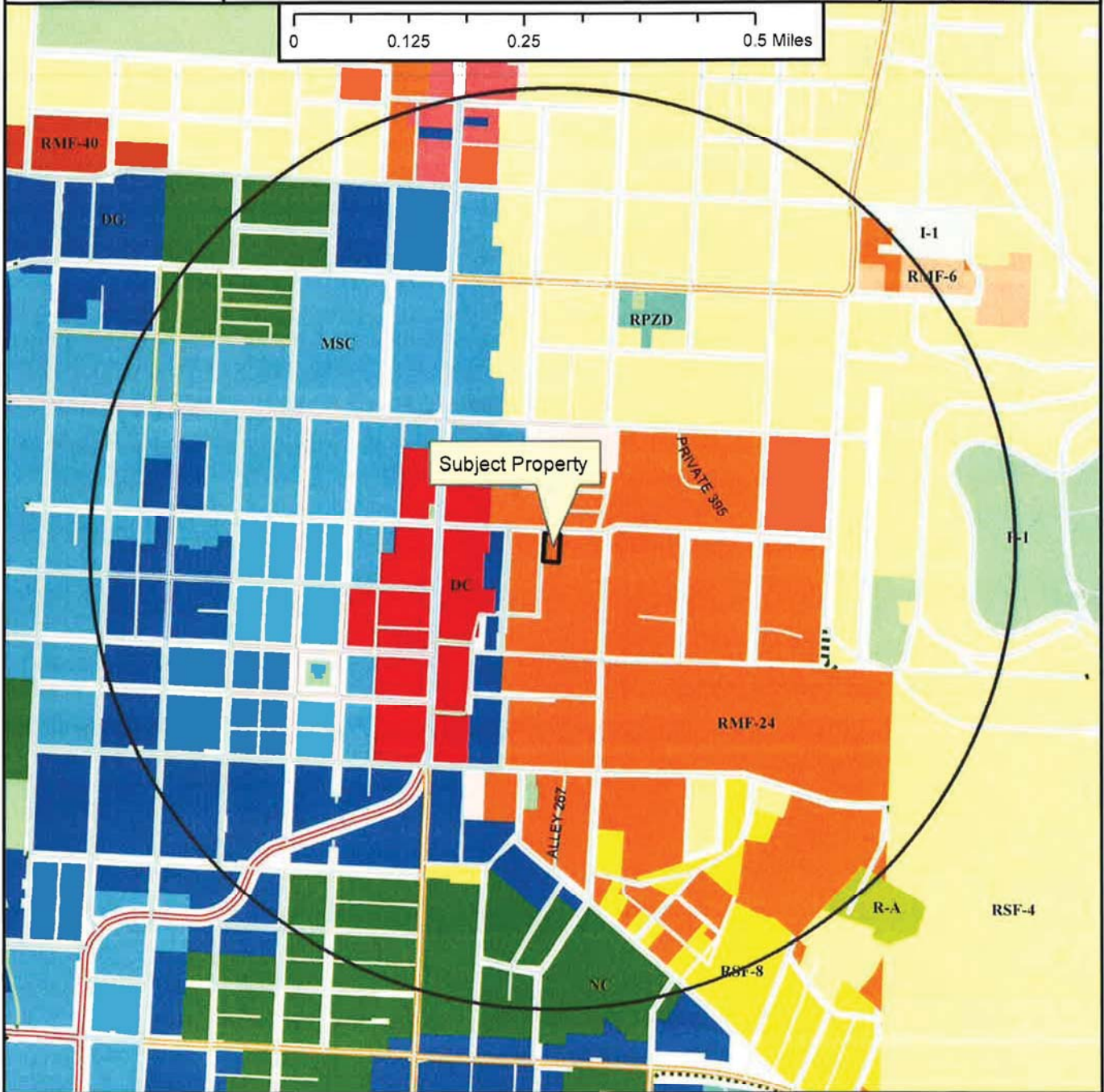
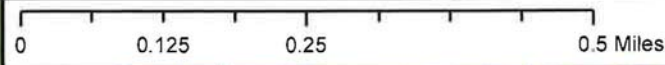
i) Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.

RMF-24 does not allow for small lot sizes or narrow lot widths. The proposed development is allowed by-right under the current zoning but does not allow the developer to split the lot so that each building may be sold individually.

RZN 17-5802

One Mile View

TEAGUE



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint

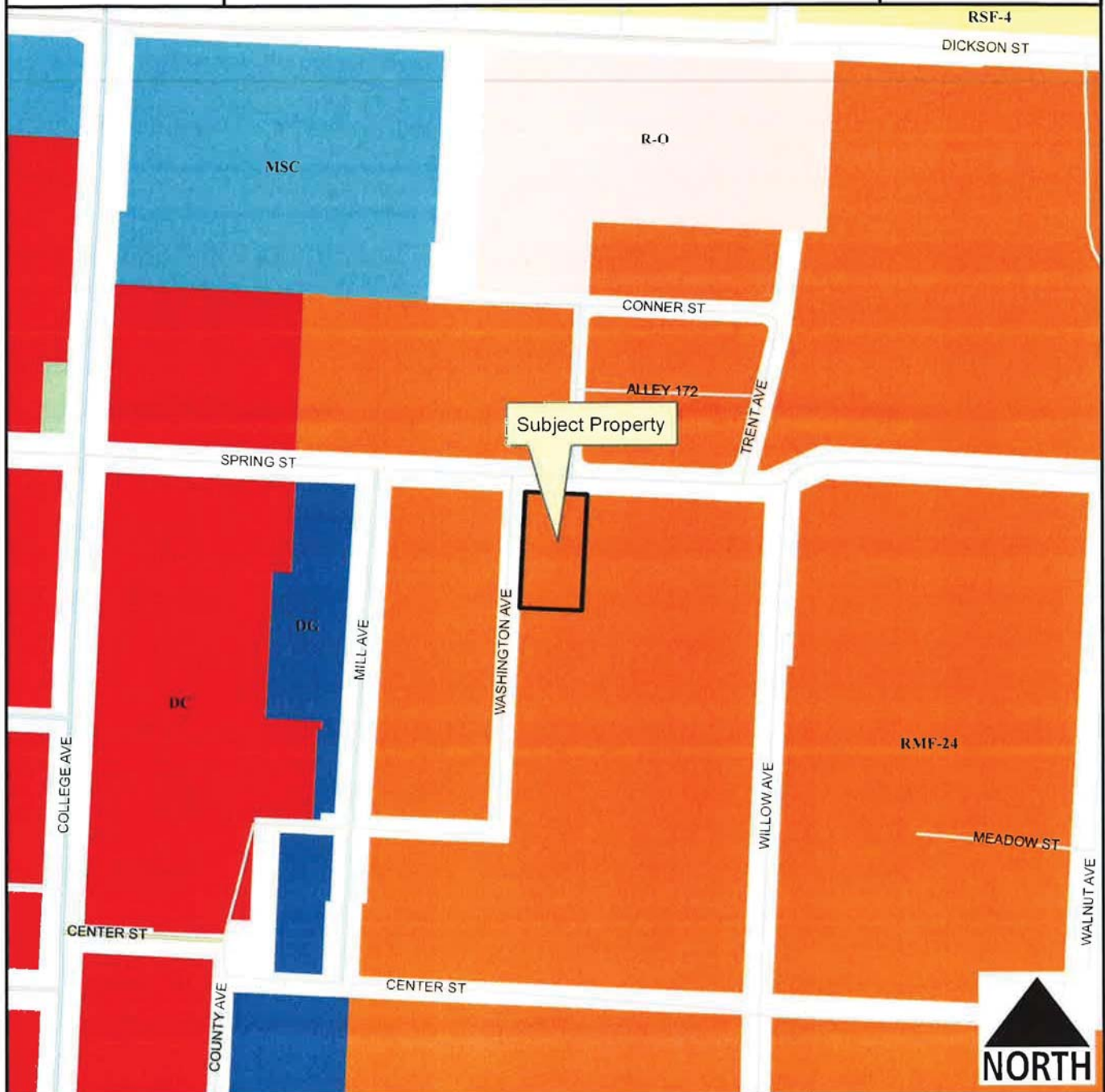


- | | |
|---|---|
| <p>Zoning</p> <p>RESIDENTIAL SINGLE-FAMILY</p> <ul style="list-style-type: none"> RSF-5 Residential Agricultural RSF-1 RSF-2 RSF-4 RSF-7 RSF-8 RSF-18 <p>RESIDENTIAL MULTI-FAMILY</p> <ul style="list-style-type: none"> RT-12 Residential Two and Three-Family RMF-5 RMF-12 RMF-19 RMF-24 RMF-40 <p>INDUSTRIAL</p> <ul style="list-style-type: none"> I-1 Heavy Commercial and Light Industrial I-2 General Industrial | <p>EXTRACTION</p> <ul style="list-style-type: none"> E-1 <p>COMMERCIAL</p> <ul style="list-style-type: none"> Commercial Office C-1 C-2 C-3 <p>FORM BASED DISTRICTS</p> <ul style="list-style-type: none"> Downtown Core Urban Thoroughfare Main Street Center Downtown General Community Services Neighborhood Services Neighborhood Services <p>PLANNED ZONING DISTRICTS</p> <ul style="list-style-type: none"> Commercial Industrial Residential <p>INSTITUTIONAL</p> |
|---|---|

RZN 17-5802

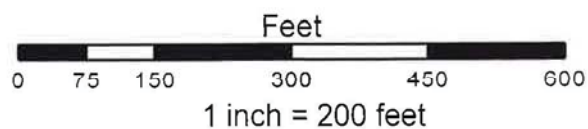
Close Up View

TEAGUE

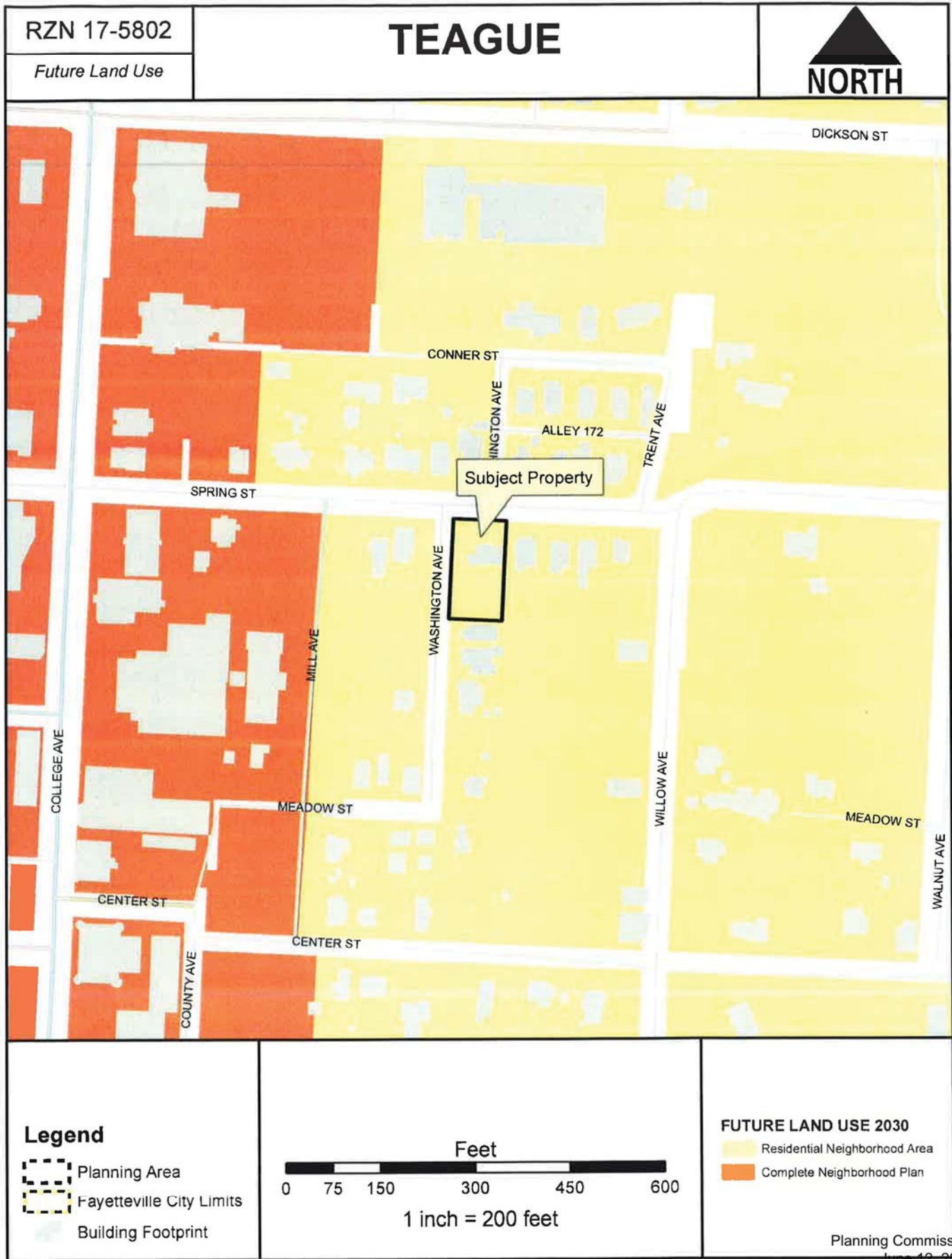


Legend

- Planning Area
- Fayetteville City Limits
- Building Footprint



- RSF-4
- RMF-24
- Residential-Office
- Downtown Core
- Main Street Center
- Downtown General
- P-1



RZN 17-5802

Current Land Use

TEAGUE



RZN17-5802

Streams
Street

Downtown Master Plan
MSP Class

LOCAL URBAN

MAIN STREET 63

STREET 37

STREET 45

County Parcels

Planning Area

Fayetteville City Limits

2017 Imagery - Kucera

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

2017 Imagery - Pictometry

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

Feet

0 75 150 300 450 600

1 inch = 200 feet

FEMA Flood Hazard Data

100-Year Floodplain

Floodway

Planning Commission

June 12, 2017

Agenda Item 11

17-5802 Teague

Page 23 of 23



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0335

Agenda Date: 7/6/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 4

RZN 17-5803: (E. OF OLD MISSOURI RD. & ROLLING HILLS DR. KEENAN):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5803 FOR APPROXIMATELY 10.86 ACRES LOCATED EAST OF THE INTERSECTION OF OLD MISSOURI ROAD AND ROLLING HILLS DRIVE FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES, GENERAL

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 property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single Family, 4 units per acre to NS-G, Neighborhood Services, General.

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.

City of Fayetteville Staff Review Form

2017-0335

Legistar File ID

7/6/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Andrew Garner

6/16/2017

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 17-5803: Rezone (E. OF OLD MISSOURI RD. & ROLLING HILLS DR./KEENAN, 253- 254): Submitted by JORGENSEN & ASSOCIATES for property EAST OF OLD MISSOURI RD. & ROLLING HILLS DR. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 10.86 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES, GENERAL.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JULY 6, 2017

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, Planning Director

FROM: Jonathan Curth, Senior Planner

DATE: June 16, 2017

SUBJECT: RZN 17-5803: Rezone (E. OF OLD MISSOURI RD. & ROLLING HILLS DR./KEENAN, 253- 254): Submitted by JORGENSEN & ASSOCIATES for property EAST OF OLD MISSOURI RD. & ROLLING HILLS DR. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 10.86 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES, GENERAL.

RECOMMENDATION:

The City Planning staff and Planning Commission recommend approval of an ordinance to rezone the subject property to NS-G, Neighborhood Services, General, as shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The proposed rezoning request is an approximately 11-acre portion of a larger 50-acre parcel to the east of Old Missouri Road, between Rolling Hills Drive to the north and Oakcliff Street to the south. The property is currently undeveloped and zoned RSF-4, Residential Single-family, 4 Units per Acre. Along with 11,000 acres of other property on the periphery of the City's boundaries, the subject property was annexed in to Fayetteville in 1967. To the subject property's north, the City's Master Street Plan indicates a Planned Principal Arterial link connecting Rolling Hills Drive in the west with Old Wire and Crossover Roads to the east. Although not identified as being within Hillside-Hilltop Overlay District, the property is heavily-vegetated with a significant downward grade from southeast to northwest.

Request: The request is to rezone the property from RSF-4, Residential Single-family, 4 Units per Acre to NS-G, Neighborhood Services, General, in order prepare the parcel for development.

Land Use Compatibility: The proposed zoning is compatible with surrounding land use patterns in this area, which includes a mixture of residential and non-residential development. Although this area of Fayetteville is predominantly detached single-family in character, those properties in close vicinity to the requested rezoning range from office and institutional uses the west, undeveloped and school properties to the north, and attached housing to the southwest. The proposal of NS-G zoning with access to the Collector-classified Old Missouri Road, between a Collector, Old Wire Road, to the south, and a Principal Arterial, Rolling Hills Drive, to the north

can take advantage of existing infrastructure and minimize future traffic needing to enter or pass through low-volume residential streets. Furthermore, by locating potentially low- to medium-intensity residential and non-residential uses on the subject property, a natural transition can be created from the aforementioned major transportation routes to future growth on undeveloped properties to the east.

Land Use Plan Analysis: The proposed zoning is compatible with the Future Land Use Map (FLUM) and consistent with the Residential Neighborhood Area designation of the subject property and surrounding area. The location of the requested rezoning is complimentary of the guidelines of City Plan 2030 for higher intensity non-residential uses along connecting corridors. As mentioned, the subject property can access the Collector-classified Old Missouri Road, and is within an 1/8th of a mile of two other major transportation routes: Old Wire Road and Rolling Hills Drive. Additionally, this rezoning request addresses the future extension of Rolling Hills Drive eastward as indicated by the Master Street Plan, which will place the subject property on a potentially significant intersection serving a large area of residential housing.

Among the goals in City Plan 2030, the proposed rezoning represents the potential for appropriate infill development, development in a traditional town form pattern, and a means of discouraging suburban sprawl. Although a sanitary sewer extension is likely needed to facilitate development, other City infrastructure and amenities are already in place and available for access, thereby reducing the strain on City infrastructure and amenities that would result from similar development in a sprawl location. Similarly, the requested NS-G zoning district encourages patterns of development that result in realizing the City's goal of making traditional town form the standard. This includes the expectation that buildings be located at the street and on corners, thereby creating an environment appealing to pedestrians and reducing the visual impact of parking areas, while also limiting permitted uses to those that are complementary to adjacent neighborhoods. A mixture of residential and commercial uses, which is permitted by the NS-G zoning district, is typical in a traditional urban form, with buildings addressing the street.

DISCUSSION:

On June 12, 2017, the Planning Commission forwarded the proposal to City Council with a recommendation for approval passed by a vote of 6-1-0. Commissioner Belden voted 'no'.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

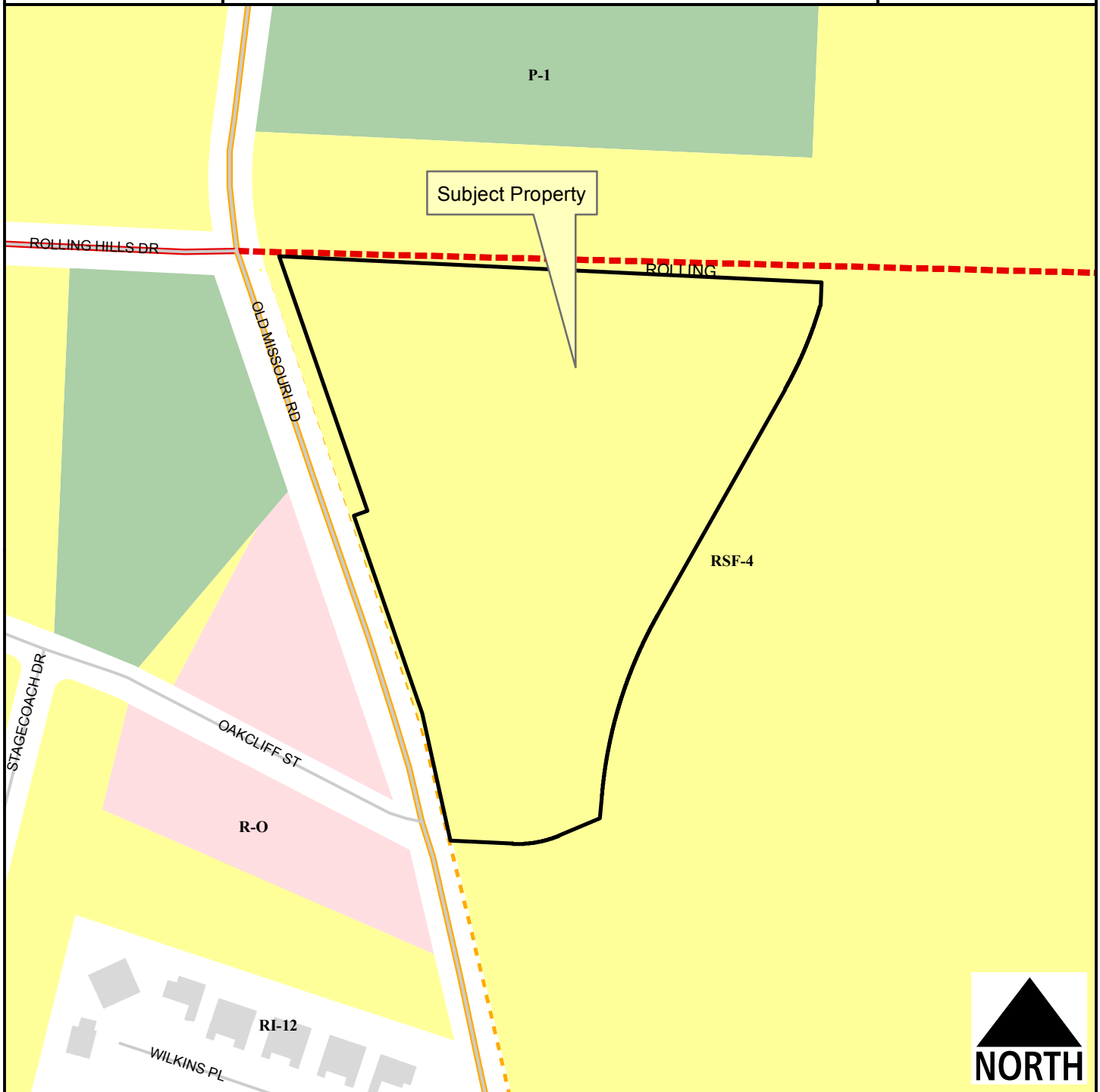
RZN 17-5803

KEENAN

17-5803

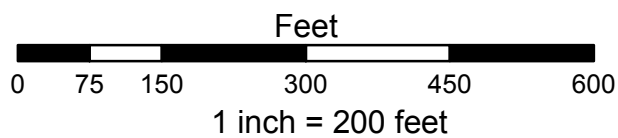
Close Up View

EXHIBIT 'A'



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



- RSF-4
- Residential-Office
- P-1

17-5803
EXHIBIT 'B'

LEGAL DESCRIPTION: (REZONE TO NSG)

A part of the SW1/4 of the NE1/4 of Section 36, T17N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the SW Corner of said SW1/4, NE1/4, thence S47°19'01"W 103.51 feet, thence N12°31'05"W 460.21 feet to the POINT OF BEGINNING ; thence N12°31'05"W 178.91 feet, thence N19°07'20"W 288.26 feet, thence N70°52'39"E 20.00 feet, thence N19°07'21"W 370.00 feet, thence S87°14'50"E 745.99 feet, thence S02°45'10"W 32.12 feet, thence along a non tangent curve to the right 125.32 feet, said curve having a radius of 538.69 feet and chord bearing and distance of S22°49'33"W125.04 feet, thence S29°29'25"W 355.66 feet to a point of curve to the left264.88 feet, said curve having a radius of 608.69 feet and a chord bearing and distance of S17°01'25"W 262.80 feet, thence S04°33'25"W 28.59 feet, thence S67°13'38"W 59.92 feet to a point of curve to the right66.83 feet, said curve having a radius of 150.00 feet and a chord bearing and distance of S79°59'24"W 66.27 feet, thence N87°14'50"W 84.85 feet to the POINT OF BEGINNING, Containing 8.08 acres, more or less, subject to easements and right of ways of record.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

#330

FOR STAFF USE ONLY Date Application Submitted: Date Accepted as Complete: Case / Appeal Number: Public Hearing Date:	FEE: \$325.00 Sign Fee: \$5.00 S-T-R: PP#: Zone:
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Please fill out this form completely, supplying all necessary information and documentation to support your request. Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant ☒ Representative

Applicant (person making request):

Name: James Keenan

Address: _____

E-mail: _____

Phone: _____

() _____

Fax: _____

() _____

Site Address / Location: _____

Current Zoning District: RSF-4

Representative (engineer, surveyor, realtor, etc.):

Name: Jorgensen & Assoc

Address: 124 W. Sunbridge
FAYETTEVILLE, AR
72703

E-mail: dave@jorgensenassoc.com

Phone: 442-9127

() _____

Fax: _____

() _____

Requested Zoning District: NSG

Assessor's Parcel Number(s) for subject property: 765-16065-012

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): James T. Keenan, Trustee Date: 4/18/17

✓ Signature: [Signature]

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Property Owners of Record (attach additional info if necessary):

✓ Name (printed): James T. Keenan Address: _____

Signature: [Signature]

Phone: _____
() _____

Date: _____

Name (printed): _____

Address: _____

Signature: _____

Phone: _____
() _____

Date: _____

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
 - \$325.00 application fee
 - \$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

MEETING DATE: June 12, 2017 (Updated with Planning Commission Results)

SUBJECT: **RZN 17-5803: Rezone (E. OF OLD MISSOURI RD. & ROLLING HILLS DR./KEENAN, 253- 254):** Submitted by JORGENSEN & ASSOCIATES for property EAST OF OLD MISSOURI RD. & ROLLING HILLS DR. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 10.86 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES, GENERAL

RECOMMENDATION:

Staff recommends forwarding **RZN 17-5803** to the City Council with a recommendation of approval, based on the findings herein.

BACKGROUND:

The proposed rezoning request is an approximately 11-acre portion of a larger 50-acre parcel to the east of Old Missouri Road, between Rolling Hills Drive to the north and Oakcliff Street to the south. The property is currently undeveloped and zoned RSF-4, Residential Single-family, 4 Units per Acre. Along with 11,000 acres of other property on the periphery of the City's boundaries, the subject property was annexed in to Fayetteville in 1967. To the subject property's north, the City's Master Street Plan indicates a Planned Principal Arterial link connecting Rolling Hills Drive in the west with Old Wire and Crossover Roads to the east. Although not identified as being within Hillside-Hilltop Overlay District, the property is heavily-vegetated with a significant downward grade from southeast to northwest. Surrounding land use and zoning is provided on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Undeveloped	RSF-4, Residential Single-family, 4 Units per Acre
South	Undeveloped	RSF-4, Residential Single-family, 4 Units per Acre
East	Undeveloped	RSF-4, Residential Single-family, 4 Units per Acre
West	Good Shepard Lutheran Church Butterfield Plaza Offices	P-1, Institutional R-O, Residential Office

Request: The request is to rezone the property from RSF-4, Residential Single-family, 4 Units per Acre to NS-G, Neighborhood Services, General, in order prepare the parcel for development.

Public Comment: Staff has received comment from one individual who is expressly opposed to the request. Their opposition stems from a desire to not live next to commercial development or attached residential housing, both of which are permitted within the NS-G zoning district.

INFRASTRUCTURE:

Streets: The subject portion of this parcel has access to Old Missouri Road, an improved Collector-classified street with full right-of-way, curb, and gutter. Sidewalk however, is not present along the subject property's frontage. Any street improvements required in this area will be determined at the time of development proposal.

Water: Public water is available to the site. A 6-inch water main runs along the Old Missouri Road right-of-way and is available for service. To the east is a large 36-inch transmission line within a 40-foot easement which is not available for connection.

Sewer: Public sewer is not currently available to the site. The nearest sanitary sewer access is a 6-inch sewer main that terminates at the east end of Rolling Hills Drive. Development of this property will likely necessitate an extension of existing sanitary sewer mains.

Drainage: Any additional improvements or requirements for drainage would be determined at the time of development. No portion of the subject property lies within the FEMA designated 100-yr floodplain and no protected streams are present on the subject property. Although no portion of the property is designated as Hillside-Hilltop Overlay District (HHOD), there are some areas of 15% or greater slope.

Fire: The Fire Department did not express any concerns with this request.

Police: The Police Department did not express any concerns with this request.

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates the properties within the proposed rezone as **Residential Neighborhood Area**.*

Residential Neighborhood Areas are primarily residential in nature and support a variety of housing types of appropriate scale and context, including single family, multifamily and row-houses. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced setbacks. *It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail and offices, on corners and along connecting corridors.* This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features in the natural environment.

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: *Land Use Compatibility:* The proposed zoning is compatible with surrounding land use patterns in this area, which includes a mixture of residential and non-residential development. Although this area of Fayetteville is predominantly detached single-family in character, those properties in close vicinity to the requested rezoning range from office and institutional uses the west, undeveloped and school properties to the north, and attached housing to the southwest. The proposal of NS-G zoning with access to the Collector-classified Old Missouri Road, between a Collector, Old Wire Road, to the south, and a Principal Arterial, Rolling Hills Drive, to the north can take advantage of existing infrastructure and minimize future traffic needing to enter or pass through low-volume residential streets. Furthermore, by locating potentially low- to medium-intensity residential and non-residential uses on the subject property, a natural transition can be created from the aforementioned major transportation routes to future growth on undeveloped properties to the east.

Land Use Plan Analysis: The proposed zoning is compatible with the Future Land Use Map (FLUM) and consistent with the Residential Neighborhood Area designation of the subject property and surrounding area. The location of the requested rezoning is complimentary of the guidelines of City Plan 2030 for higher intensity non-residential uses along connecting corridors. As mentioned, the subject property can access the Collector-classified Old Missouri Road, and is within an 1/8th of a mile of two other major transportation routes: Old Wire Road and Rolling Hills Drive.

Among the goals in City Plan 2030, the proposed rezoning represents the potential for appropriate infill development, development in a traditional town form pattern, and a means of discouraging suburban sprawl. Although a sanitary sewer extension is likely needed to facilitate development, other City infrastructure and amenities are already in place and available for access, thereby reducing the strain on City infrastructure and amenities that would result from similar development in a sprawl location. Similarly, the requested NS-G zoning district encourages patterns of development that result in realizing the City's goal of making traditional town form the standard. This includes the expectation that buildings be located at the street and on corners, thereby creating an environment appealing to pedestrians and reducing the visual impact of parking areas, while also limiting permitted uses to those that are complementary to adjacent neighborhoods. A mixture of residential and commercial uses, which is permitted by the NS-G zoning district, is typical in a traditional urban form, with buildings addressing the street.

Lastly, this area of the City has many residents living in large numbers of low- to medium-density single-family homes without ready access to non-residential goods. The nearest retail and services are along the College Avenue corridor approximately a mile to the west. This development pattern has resulted in many residents being required to drive to meet any daily needs, and contributing to congestion along Rolling Hills Drive and other routes. The FLUM designation of this area as Residential Neighborhood recognizes this issue in encouraging appropriate non-residential uses, and

the applicant's proposal for NS-G along this connecting corridor could help alleviate the lack of accessible services in the area.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The applicant has requested the zoning change to allow for mixed-uses and to promote walkable developments, which are generally not permitted by-right under the existing RSF-4 zoning district. The proposed NS-G, Neighborhood Services, General, zoning will encourage appropriate commercial or residential development on a parcel with direct access to major connecting corridors and in an area that has seen limited provision of retail and services. The NS-G zoning district is designed primarily to promote neighborhood businesses that are complementary and compatible in scale, aesthetics, and use with surrounding land uses.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The NS-G zoning district allows a limited range of commercial activity and a residential density that is greater than that allowed under the current RSF-4 zoning district. Given the property's undeveloped state, any development would invariably create the potential for increased traffic in the area. That said, and as previously noted, the property is located on Old Missouri Road, a Collector-classified street, and in close proximity to Rolling Hills Drive and Old Wire Road, Arterial and Collector streets respectively. There are not currently any signalized intersections in the immediate vicinity of the subject property, but this may change and be required in association with a proposed development submittal. While there will be an appreciable increase in traffic with any development, direct access to Old Missouri Road will likely limit the intrusion of through traffic into adjacent neighborhoods.

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: Due to the property being currently undeveloped, development under the current zoning or the proposed zoning will result in an increase in the load on public services. That said, this increase has the potential to be greater than under the existing RSF-4 zoning, depending on the type of development. For example, a non-residential development would not create any density nor adversely increase the load on schools compared to single-family housing, but may place greater demands on public water and sewer. In the instance of residential housing being developed, a rezoning to NS-G may increase the population density to an amount greater than the existing RSF-4. NS-G allows for 18 units per acre, while RSF-4 allows 4 units per acre. Despite these potential and varying impacts, the subject property has access to existing infrastructure, and is an area where staff does not feel a development would have significant adverse impacts on public services or facilities. Additionally, neither the Police nor Fire Departments have expressed objections to the proposal.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Staff recommends forwarding RZN 17-5803 to the City Council with a recommendation of approval, based on the findings discussed throughout this report.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>June 12, 2017</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Quinlan			
Second: Brown			
Vote: 6-1-0			
CITY COUNCIL ACTION: Required <u>YES</u>			
Date: <u>July 6, 2017 (planned)</u>	☐ Approved	☐ Denied	

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - o §161.03, RSF-4, Residential Single-family, 4 Units per Acre
 - o §161.20, NS-G, Neighborhood Services – General
 - o §162.01, Unit 12b, General Business
- Request letter
- Rezone Exhibit
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.07 - District RSF-4, Residential Single-Family - Four (4) 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	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet

Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	45 feet
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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.

(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. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. [5921](#), §1, 11-1-16)

161.19 - Neighborhood Services – General

(A) *Purpose.* The Neighborhood Services, General district is designed to serve as a mixed use area of medium intensity. Neighborhood Service, General 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 (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General Business
Unit 24	Home occupations
Unit 41	Accessory dwelling units
Unit 44	Cluster Housing Development

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

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 16	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
Unit 45	Small scale production

(C) *Density.* Eighteen (18) or less per acre.

(D) *Bulk and Area.*

(1) *Lot Width Minimum.*

All Dwellings	35 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet per dwelling unit
All other uses	None

(E) *Setback Regulations.*

Front:	Side	Side-Zero Lot Line	Rear	Rear, when contiguous to a single-family residential district
A build-to-zone that is located between the front property line and a line 25 ft. from the front property line.	5 feet	A setback of less than five feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed. The remaining side setback shall be 10 feet.	None	15 feet

(F) *Building height Regulations.*

Building Height Maximum	45 feet
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

162.01 - Establishment/Listing

...

(L) Unit 12b. General Business.

- (1) *Description.* Unit 12b consists of small-scale establishments offering commercial goods and services that are accessible for the convenience of individuals living in residential districts, while compatible in size, scale and appearance with the surrounding neighborhood. These uses shall be subject to the regulations in Chapter 164. All uses classified under Unit 12b must be within a building containing 8,000 square feet or less, excluding area dedicated to residential uses.

(2) *Included Uses.*

Personal Services: (Maximum gross floor area of 1500 square feet)	• Day care
	• Dry Cleaning
	• Salon/Barber shop
	• Tailoring
Specialized Retail: (Maximum gross floor area of 2,000 square feet)	• Antique/home decor sales
	• Apparel
	• Art/architectural supplies
	• Bakery, Pastry shops
	• Bicycle Shops
	• Bookstore
	• Coffee shop
	• Delicatessen
	• Drugstore
	• Florist
	• Food specialty stores
	• Grocery
	• Hardware
	• Health food store
	• Hobby/Craft Stores
	• Ice cream
	• Meat Market
	• Restaurant/café
	• Small appliance repair
	• Stationary Store
	• Toy store
	• Video rental
Professional Offices: (Maximum gross floor area of 3000 square feet)	• Accountant
	• Architect
	• Attorney

	• Broker
	• Business/Mgmt Consultant
	• Doctor



JORGENSEN
+ASSOCIATES
Civil Engineering + Surveying

RZN 17-5803

Request Letter

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

4/13/17

City of Fayetteville
113 W Mountain
Fayetteville, AR. 72701

Att: Planning Dept.
Re: Rezoning Request (Keenan)

Attached please find information pertaining to a rezoning request for James Keenan. This property consists of 10.86 acres and Old Missouri Rd runs along the south boundary. An 8" water line runs along this street. Sewer is available at the intersection of Rolling Hills and Old Missouri Rd. The existing property is RSF-4 and the request is to rezone to Neighborhood Services-General. This new zoning will allow a mixed use area of medium intensity which promotes a walkable development.

Please place this on the agenda for review.

Thank you.

Sincerely;


David L. Jorgensen, P.E.

RZN 17-5803



- INSTITUTIONAL - AHTD

HEET 37

Copyright Clearance Center, Inc., 222 Rosewood Drive, Danvers, MA 01923

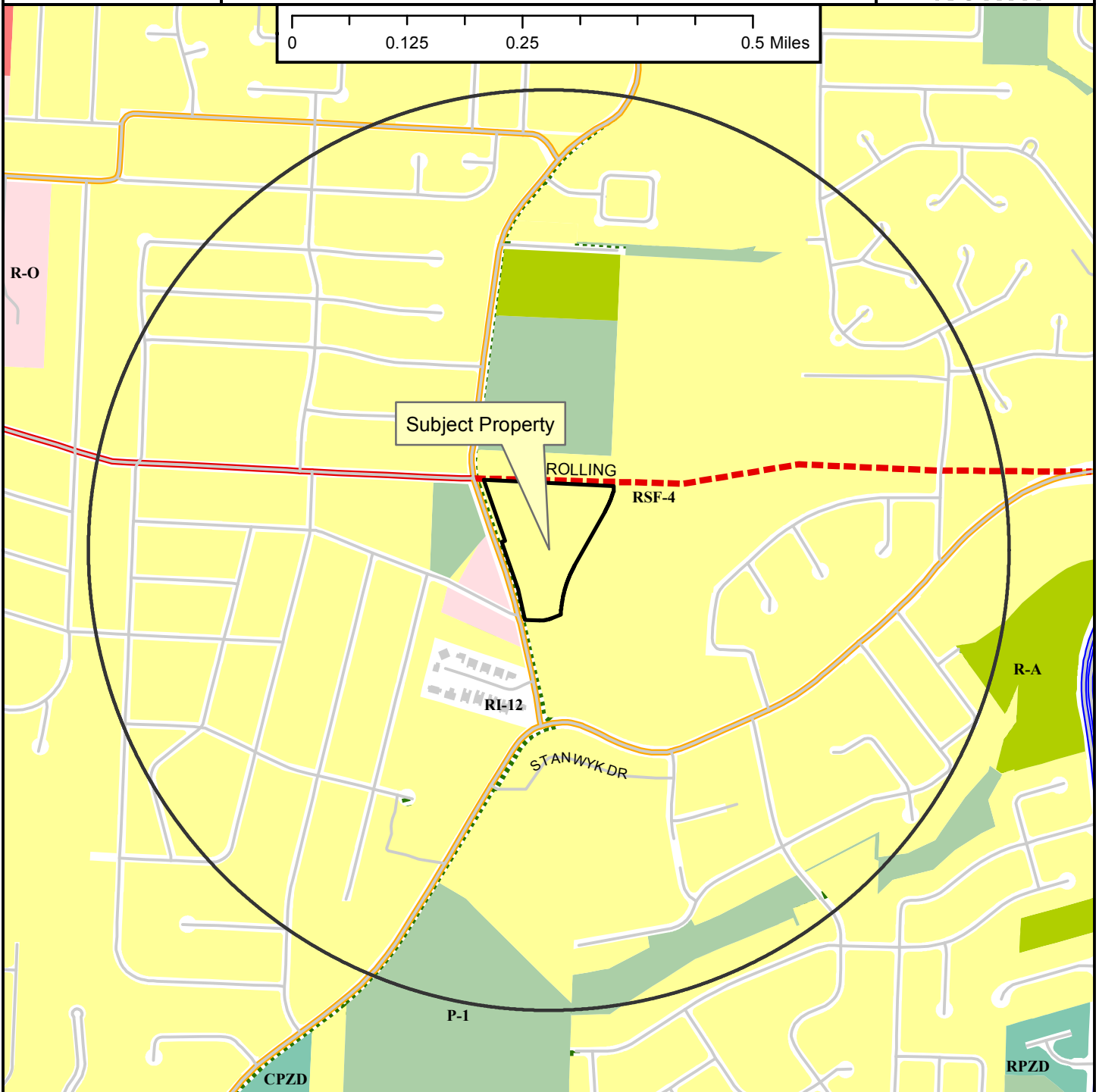
RZN 17-5803

KEENAN

One Mile View

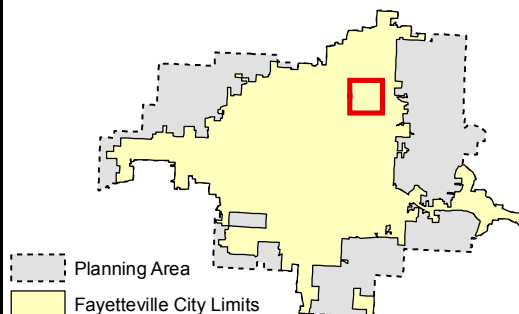


0 0.125 0.25 0.5 Miles



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint

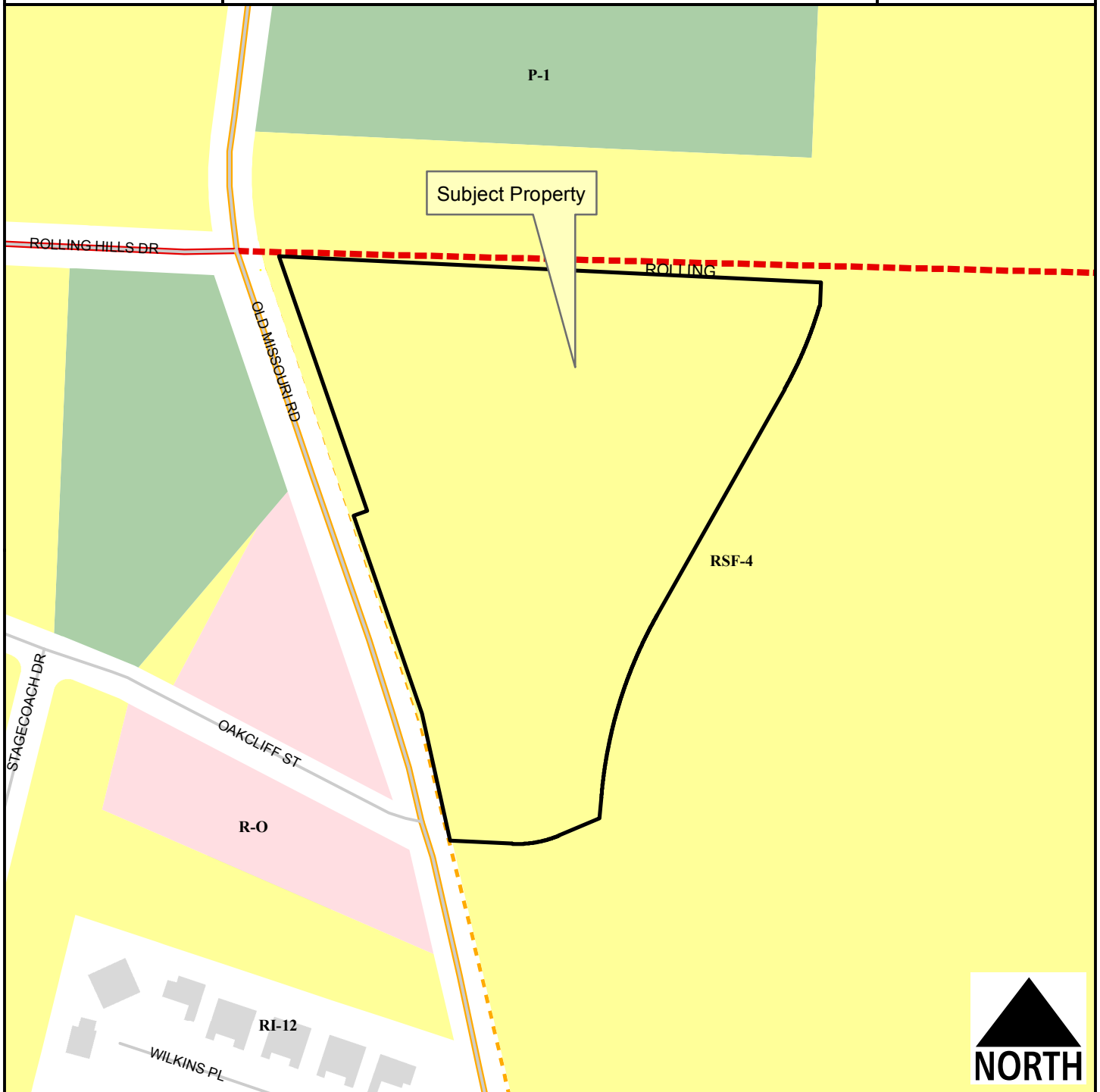


- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
 - RSF-5 Residential-Agricultural
 - RSF-1
 - RSF-2
 - RSF-4
 - RSF-7
 - RSF-8
 - RSF-18
 - RESIDENTIAL MULTI-FAMILY**
 - RT-12 Residential Two and Three-family
 - RMF-6
 - RMF-12
 - RMF-18
 - RMF-24
 - RMF-40
 - INDUSTRIAL**
 - I-1 Heavy Commercial and Light Industrial
 - I-2 General Industrial
- EXTRACTION**
- E-1
- COMMERCIAL**
- Commercial-Office
 - C-1
 - C-2
 - C-3
- FORM BASED DISTRICTS**
- Downtown Core
 - Urban Thoroughfare
 - Main Street Center
 - Downtown General
 - Community Services
 - Neighborhood Services
 - Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
- Commercial, Industrial, Residential
- INSTITUTIONAL**
- P-1

RZN 17-5803

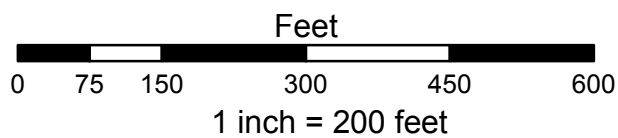
KEENAN

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint

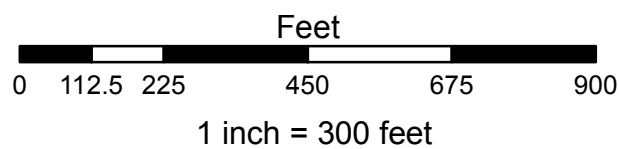
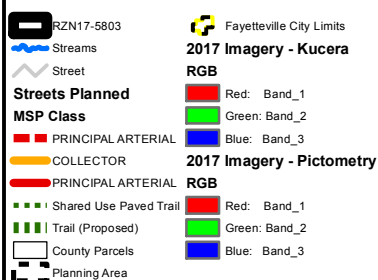


- RSF-4
- Residential-Office
- P-1

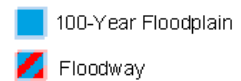
RZN 17-5803

Current Land Use

KEENAN



FEMA Flood Hazard Data





City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0337

Agenda Date: 7/6/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 5

VAC 17-5815 (429 N. VINSON AVE./MERRITT):

AN ORDINANCE TO APPROVE VAC 17-5815 FOR PROPERTY LOCATED AT 492 NORTH VINSON AVENUE TO VACATE A PORTION OF A STREET RIGHT-OF-WAY

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 street right-of-way 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 a portion of a street right-of-way as described in Exhibit B attached to the Planning Department's memo.

Section 2. A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3. This vacation approval is subject to the following conditions:

1. Any relocation of or damage to utilities or existing facilities shall be at the owner/developer's expense.
2. A 10' wide general utility easement shall be retained behind the Master Street Plan right-of-way.

City of Fayetteville Staff Review Form

2017-0337

Legistar File ID

7/6/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Andrew Garner

6/16/2017

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 17-5815: Vacation (492 N. VINSON AVE./MERRITT, 486): Submitted by BATES & ASSOCIATES, INC. for property at 492 N. VINSON AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.10 acres. The request is to vacate a portion of a street right-of-way.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JULY 6, 2017

TO: Mayor and City Council

THRU: Andrew Garner, Planning Director

FROM: Quin Thompson, Current Planner

DATE: June 16, 2017

SUBJECT: **VAC 17-5815: Vacation (492 N. VINSON AVE./MERRITT, 486):**
Submitted by BATES & ASSOCIATES, INC. for property at 492 N. VINSON AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.10 acres. The request is to vacate a portion of a street right-of-way

RECOMMENDATION:

Staff and Planning Commission recommend approval of **VAC 17-5815** with the following condition of approval:

1. Any relocation or damage to utilities of existing facilities shall be at the owner/developer's expense
2. A 10' wide general utility easement shall be retained behind the Master Street Plan right-of-way.

BACKGROUND:

The undeveloped property is located at 429 Vinson Avenue and contains approximately 0.10 acres. The property is RSF-4, Single-family/4 units per acre zone.

Proposal: The applicant proposes vacation of a portion of unbuilt street right-of-way depicted in the attached Exhibit 'A' and Exhibit 'B' (comprising approximately 1,368 square feet). The applicant is preparing the site for construction of a single-family home.

DISCUSSION:

On June 12, 2017 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 6-0-0.

BUDGET/STAFF IMPACT:

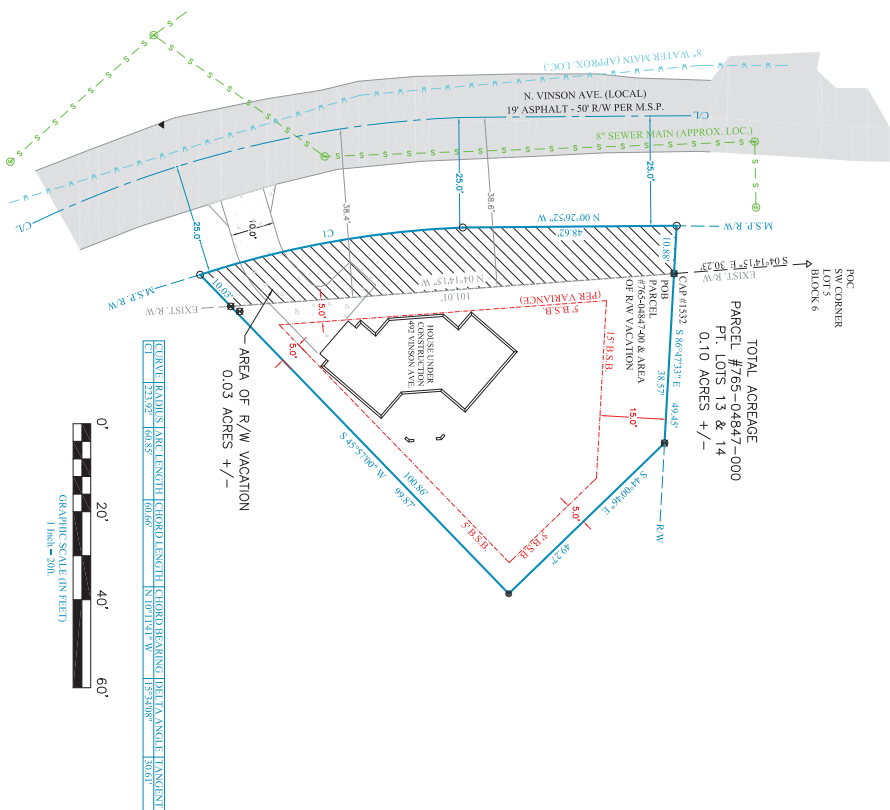
N/A

Attachments:

- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

RIGHT-OF-WAY VACATION EXHIBIT

17-5815
EXHIBIT "A"



PROPERTY OWNER:
MR. & MRS. J. L. LEAN
401 E. LATHAMWOOD DR.
EUREKA SPRINGS, AR 72631

PROPERTY ZONED:
RS-1

HILLSIDE HILLTOP OVERLAY DISTRICT

LEGAL DESCRIPTIONS:

PARCEL #765-04847-000
A PART OF LOTS 13 AND 14, AND A PART OF THE SOUTH HALF OF VACATED NORTH VINSON AVENUE, BLOCK 3, EAST MOUNT SUBDIVISION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE EAST RIGHT-OF-WAY OF NORTH VINSON AVENUE WHICH IS 894+14.57E 30.27 FROM THE SOUTHWEST CORNER OF SAID LOT 5 AVENUE, THENCE S86°47'52"E 38.57' TO AN EXISTING REBAR, THENCE S84°06'46"E 39.27' TO AN EXISTING REBAR, THENCE S85°37'00"W 90.82' TO AN EXISTING REBAR ON THE EAST RIGHT-OF-WAY OF NORTH VINSON AVENUE, THENCE ALONG SAID RIGHT-OF-WAY N04°14'15"W 100.01' TO THE POINT OF BEGINNING, CONTAINING 0.10 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AREA OF RIGHT-OF-WAY VACATION:
A PART OF THE EXISTING EAST RIGHT-OF-WAY OF NORTH VINSON AVENUE, BLOCK 3, EAST MOUNT SUBDIVISION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE EAST RIGHT-OF-WAY OF NORTH VINSON AVENUE WHICH IS 894+14.57E 30.27 FROM THE SOUTHWEST CORNER OF SAID LOT 5 AVENUE, THENCE S86°47'52"E 38.57' TO AN EXISTING REBAR, THENCE S84°06'46"E 39.27' TO AN EXISTING REBAR, THENCE S85°37'00"W 90.82' TO AN EXISTING REBAR ON THE EAST RIGHT-OF-WAY OF NORTH VINSON AVENUE, THENCE ALONG SAID RIGHT-OF-WAY N04°14'15"W 100.01' TO THE POINT OF BEGINNING, CONTAINING 0.10 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AREA OF RIGHT-OF-WAY VACATION:
A PART OF LOTS 13 AND 14, AND A PART OF THE SOUTH HALF OF VACATED NORTH VINSON AVENUE, BLOCK 3, EAST MOUNT SUBDIVISION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE EAST RIGHT-OF-WAY OF NORTH VINSON AVENUE WHICH IS 894+14.57E 30.27 FROM THE SOUTHWEST CORNER OF SAID LOT 5 AVENUE, THENCE S86°47'52"E 38.57' TO AN EXISTING REBAR, THENCE S84°06'46"E 39.27' TO AN EXISTING REBAR, THENCE S85°37'00"W 90.82' TO AN EXISTING REBAR ON THE EAST RIGHT-OF-WAY OF NORTH VINSON AVENUE, THENCE ALONG SAID RIGHT-OF-WAY N04°14'15"W 100.01' TO THE POINT OF BEGINNING, CONTAINING 0.10 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NOTE:
THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE-GROUND APPEARANCES. ALL UTILITY LINES APPEARING ON THIS PLAN, AS WELL AS THOSE THAT MAY EXIST THEREON, ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE LOCATION OF ANY UTILITY LINES AND ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH THEY WERE NOT SHOWN ON THIS PLAN.



FOR USE AND BENEFIT OF:
JOHN MERRITT

ADDRESS:
**486 VINSON
FAYETTEVILLE, AR 72701**

DATE: **05/08/17** SCALE: **1"=20'**

ADDITION: **NO** SURVEYED: **NO** DRAFTED: **NO**

REVIEWED: **DT**

COA #1335

Bates & Associates, Inc.
Engineers - Surveyors - Landscape Architects

2320 S. Pleasant Ridge Dr. • Fayetteville, Arkansas 72704 • 479.462.3550 • Fax 479.621.8559

BATES & ASSOCIATES, INC. Copyright 2017
This survey was conducted for the purpose of record and is not to be used for any other purpose without the written consent of Bates & Associates, Inc. No warranty is made by Bates & Associates, Inc. for the accuracy of the survey or for the use of the survey for any purpose other than that for which it was made. The user assumes all liability for the use of the survey for any purpose other than that for which it was made. Bates & Associates, Inc. assumes no liability for the use of the survey for any purpose other than that for which it was made. Bates & Associates, Inc. assumes no liability for the use of the survey for any purpose other than that for which it was made.

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

- FOUND 5/8" REBAR
- SET 5/8" REBAR CAP
- △ COMPUTED POINT
- ⊙ SANITARY SEWER MH

- BOUNDARY LINE (MEASURED)
- - - PLATTED R/W
- - - TIE LINE
- - - CENTERLINE OF ROAD
- - - M.S.P. RIGHT-OF-WAY
- - - WATER LINE
- - - SEWER LINE

RECORDING NUMBER/DATE

17-5815
EXHIBIT 'B'

DESCRIPTION OF AREA OF PROPOSED RIGHT-OF-WAY VACATION:

A PART OF THE EXISTING EAST RIGHT-OF-WAY OF NORTH VINSON AVENUE, BLOCK 5, EAST MOUNT SUBDIVISION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON SAID EAST RIGHT-OF-WAY OF NORTH VINSON AVENUE WHICH IS S04°14'15"E 30.23' FROM THE SOUTHWEST CORNER OF SAID LOT 5 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY S04°14'15"E 101.01' TO AN EXISTING REBAR, THENCE LEAVING SAID EAST RIGHT-OF-WAY S45°57'00"W 10.03' TO THE EAST MASTER STREET PLAN RIGHT-OF-WAY OF NORTH VINSON AVENUE, THENCE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 223.92' FOR A CHORD BEARING AND DISTANCE OF N10°11'41"W 60.66', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N00°26'52"W 48.62', THENCE LEAVING SAID RIGHT-OF-WAY S86°47'33"E 10.88' TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

That the abutting real estate affected by said abandonment of the alley are: LOT 5, BLOCK 8 OF MOUNTAIN VIEW ADDITION (PARCEL #765-08584-000), LOT 15 OF EAST MOUNT ADDITION (PARCEL #765-04848-000), PART OF LOTS 1 AND 6, BEING A REPLAT OF LOT 4-11, AND LOTS 16-27 OF EAST MOUNT ADDITION (PARCEL #765-04865-000), PART OF LOTS 12-14, EAST MOUNT ADDITION (PARCEL #765-04846-000), AND LOTS 1-4, BLOCK 9 OF MOUNTAIN VIEW ADDITION (PARCEL #765-08630-000).

CITY OF FAYETTEVILLE, ARKANSAS

Right-of-Way, Easement or Alley VACATION

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Project Number:

Public Hearing Date:

FEE: \$200.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant X Representative

Applicant (person making request):

Name: JOHN MERRITT

Address: 353 N. ARMISTEAD CT
APT. #9
FAYETTEVILLE, AR 72701

Phone: (817) 908-1749

Email: johnmerritt@msn.com

Fax: () _____

Site Address / Location: 492 VINSON AVE
FAYETTEVILLE AR 72701

Representative (engineer, surveyor, realtor, etc.):

Name: Bates and Associates, Inc.

Address: 7230 S. Pleasant Ridge Dr
Fayetteville, AR 7204

Phone: () 479-442-9350

Email: justin@batesinc.com

Fax: () _____

Legal description of area to be vacated (attach separate sheet if necessary):

See attached exhibit with legal description

Current Zoning District: RSF-4

Assessors Parcel Number(s) for subject property: 765-04847-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

John Merritt

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Justin Reed - Bates and Associates Date: 5/2/17

Signature: 

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Owners (attach additional info if necessary):

Name (printed): JOHN MERRITT

Signature: 

Date: 5/22/17

Address: 353 HAMETHYST CT

APT #9

FAYETTEVILLE, AR

Phone: 813 908-1749

Name (printed): _____

Address: _____

Signature: _____

Date: _____

Phone: () _____

Vacation Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$200.00 application fee
\$5.00 public notification sign fee
- ✓ (2) Metes and bounds legal description of the area to be vacated, not the entire property (this may be included on the survey plat).
- ✓ (3) Survey of the site depicting the perimeter property lines and area within the property to be vacated.
- (4) CD containing a copy of the legal description in MS Word and PDF copies of the signed application and all other items submitted with this project.
- (5) A surveyor should stake the area on the site to be vacated for utility company review on their site visit.
- (6) A letter addressed to the Planning Commission and City Council describing the scope, nature, and intent of the request.
- (7) Abstractor's Certificate of Ownership stating names of all owners of property adjacent to the street right-of-way, alley, or easement to be vacated (this document is obtained from a title company).
- (8) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, Planning Director

FROM: Quin Thompson, Planner

MEETING DATE: ~~June 12, 2017~~ **UPDATED 6-15-2017**

SUBJECT: **VAC 17-5815: Vacation (492 N. VINSON AVE./MERRITT, 486):**
Submitted by BATES & ASSOCIATES, INC. for property at 492 N. VINSON AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.10 acres. The request is to vacate a portion of a street right-of-way.

RECOMMENDATION:

Staff recommends forwarding **VAC 17-5815** with conditions of approval.

BACKGROUND:

The undeveloped property is located at 429 Vinson Avenue and contains approximately 0.10 acres. The property is RSF-4, Single-family/4 units per acre zone. 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	Residential	RSF-4, Single-family Residential
South	Residential	RSF-4, Single-family Residential
East	Residential	RSF-4, Single-family Residential
West	Residential	RSF-4, Single-family Residential

Proposal: The applicant proposes vacation of a portion of unbuilt street right-of-way depicted in an exhibit provided by the applicant (comprising approximately 1,368 square feet). The applicant is preparing the site for construction of a single-family home.

DISCUSSION:

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments, with the following responses:

City of Fayetteville

Response

Cox Cable

Relocation or damage of equipment will be at the developer's expense.

AT&T	Relocation or damage of equipment will be at the developer's expense.
Black Hills Energy	No objections
AEP/SWEPCO	Retain 10' general utility easement behind the Master Street Plan right-of-way
Ozarks Electric	No objections
Recycling & Solid Waste	No objections
Water/Sewer	No objections
Transportation	No objections
<u>Adjacent Property Owners</u>	<u>Response</u>
Melody, Stephen A. and Paula B	No objections
House Family, LLC	No objections
JMSH, LLC	No objections
Mary J. Gocio Revocable Trust	No objections

Public Comment: No public comment has been received.

RECOMMENDATION: Staff recommends forwarding VAC 17-5815 with the following conditions:

Conditions of Approval:

1. Any relocation or damage to utilities of existing facilities shall be at the owner/developer's expense.
2. A 10' general utility easement behind the Master Street Plan right-of-way along the property frontage.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>June 12, 2017</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: SCROGGIN			
Second: NOBLE			
Vote: 6-0-0, ON CONSENT AGENDA			

BUDGET/STAFF IMPACT:

None.

Attachments:

- Request Letter
- Petition to Vacate
- Vacation Exhibit
- Adjacent Property Owner Approval
- Utility Approvals
- One Mile Map
- Close Up Map



Bates & Associates, Inc.

Civil Engineering & Surveying

7230 S Pleasant Ridge Dr. / Fayetteville, AR 72704

PH: 479-442-9350 * FAX: 479-521-9350

www.batesnwa.com

MAY 2, 2017

CITY OF FAYETTEVILLE

To the City of Fayetteville Planning Commission and City Council

Our client, JOHN MERRITT, is requesting a vacation of existing right-of-way on property he owns at 492 Vinson Avenue (part of lots 13 and 14, East Mount subdivision, and part of the south half of the now vacated North Vinson Avenue), on the west side of their property which fronts Vinson Avenue.

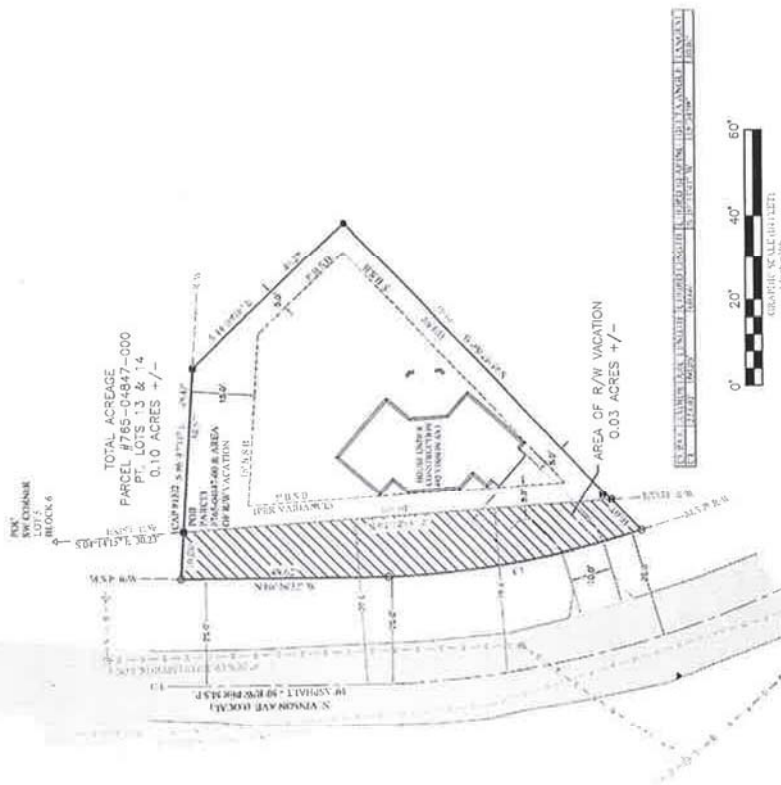
Mr. Merritt is currently building a new house on the property, and because the platted right-of-way is more excessive than the current master street plan right-of-way in that area, the City of Fayetteville is willing to vacate the excessive right-of-way between the platted right-of-way and master street plan right-of-way.

Please see the attached RIGHT-OF-WAY VACATION Exhibit for further information regarding this request, and contact Bates & Associates with any questions or concerns.

Sincerely,

Justin Reid
Bates & Associates, Inc.

RIGHT-OF-WAY VACATION EXHIBIT



THE CITY OF MEMPHIS, TENNESSEE, HAS RECEIVED A REQUEST FROM THE MEMPHIS PARKS AND RECREATION DEPARTMENT FOR THE VACATION OF THE RIGHT-OF-WAY (R/W) FOR THE PROPOSED PARKING LOT AND TRAIL AT THE INTERSECTION OF THE PROPOSED R/W AND THE EXISTING R/W. THE CITY OF MEMPHIS HAS REVIEWED THE REQUEST AND HAS DETERMINED THAT THE PROPOSED VACATION OF THE R/W IS IN THE BEST INTERESTS OF THE CITY OF MEMPHIS AND THE PUBLIC. THE CITY OF MEMPHIS HAS THEREFORE APPROVED THE VACATION OF THE R/W FOR THE PROPOSED PARKING LOT AND TRAIL AT THE INTERSECTION OF THE PROPOSED R/W AND THE EXISTING R/W. THE CITY OF MEMPHIS HAS THEREFORE APPROVED THE VACATION OF THE R/W FOR THE PROPOSED PARKING LOT AND TRAIL AT THE INTERSECTION OF THE PROPOSED R/W AND THE EXISTING R/W.



PETITION TO VACATE RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 13 AND 14, BLOCK 5, EAST MOUNT 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 RIGHT-OF-WAY hereinafter sought to be abandoned and vacated, lying ADJACENT TO PART OF LOTS 13 AND 14, BLOCK 5 OF EAST MOUNT ADDITION, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a RIGHT-OF-WAY which is described as follows:

DESCRIPTION OF AREA OF PROPOSED RIGHT-OF-WAY VACATION:

A PART OF THE EXISTING EAST RIGHT-OF-WAY OF NORTH VINSON AVENUE, BLOCK 5, EAST MOUNT SUBDIVISION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON SAID EAST RIGHT-OF-WAY OF NORTH VINSON AVENUE WHICH IS S04°14'15"E 30.23' FROM THE SOUTHWEST CORNER OF SAID LOT 5 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY S04°14'15"E 101.01' TO AN EXISTING REBAR, THENCE LEAVING SAID EAST RIGHT-OF-WAY S45°57'00"W 10.03' TO THE EAST MASTER STREET PLAN RIGHT-OF-WAY OF NORTH VINSON AVENUE, THENCE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 223.92' FOR A CHORD BEARING AND DISTANCE OF N10°11'41"W 60.66', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N00°26'52"W 48.62', THENCE LEAVING SAID RIGHT-OF-WAY S86°47'33"E 10.88' TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

That the abutting real estate affected by said abandonment of the alley are: LOT 5, BLOCK 8 OF MOUNTAIN VIEW ADDITION (PARCEL #765-08584-000), LOT 15 OF EAST MOUNT ADDITION (PARCEL #765-04848-000), PART OF LOTS 1 AND 6, BEING A REPLAT OF LOT 4-11, AND LOTS 16-27 OF EAST MOUNT ADDITION (PARCEL #765-04865-000), PART OF LOTS 12-14, EAST MOUNT ADDITION (PARCEL #765-04846-000), AND LOTS 1-4, BLOCK 9 OF MOUNTAIN VIEW ADDITION (PARCEL #765-08630-000).

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 utility 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.

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 May 2, 2017

Printed Name

Billie Jean Merritt

Signature

Billie Jean Merritt

ADJACENT PROPERTY OWNER NOTIFICATION/APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND
EASEMENT VACATION REQUESTS

Date: April 20, 2017
Address/location of vacation: 492 Vinson, Fayetteville, AR 72701
Adjacent property address: 450 N. Assembly Dr + Parcel No. 765-04848-000
Lot 13 + 14 Block: _____ Subdivision: East Mountain

REQUESTED VACATION:

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:
we petition the city to vacate the excess right-of-way directly in front of our property line, approximately 11.67 feet, to bring it into conformity with the Master Street Plan requirement for Vinson. (See attached map)
(Include legal description and graphic representation of what is being vacated)

ADJACENT PROPERTY OWNERS COMMENTS:



I have been notified of the requested vacation and decline to comment.

I do not object to the vacation described above.

I do object to the requested vacation because:

John Merritt residence
Project Name: Melody, Stephen A. and Paula B.
Name of Adjacent Property Owner (printed):

Paula B. Melody
Signature of Adjacent Property Owner

John Merritt
Applicant Name

(Please return to Bates Engineering, Justin Reid,
in the enclosed self-addressed
envelope. Thank you)

ADJACENT PROPERTY OWNER NOTIFICATION/APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND
EASEMENT VACATION REQUESTS

Date: April 20, 2017

Address / location of vacation: 492 Vinson, Fayetteville, AR 72701

Adjacent property address: 500 Vinson (House Family LLC, 217 N. East Ave, 72701)

Lot: 13 & 14 Block: _____ Subdivision: East Mountain

REQUESTED VACATION:

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:
We petition the city to vacate the excess right-of-way directly in front of our property line, approximately 11.67 feet, to bring it into conformity with the Master Street Plan requirement for Vinson. (See attached map)

ADJACENT PROPERTY OWNERS COMMENTS:

☐ I have been notified of the requested vacation and decline to comment.

☒ I do not object to the vacation described above.

☐ I do object to the requested vacation because:

John Merritt residence

Project Name

Greg House (House Family LLC)

Name of Adjacent Property Owner (printed)

House for House Family, LLC

Signature of Adjacent Property Owner

John T. Merritt

Applicant Name

(Please return to Bates Engineering, Justin Reed,
in the enclosed self-addressed envelope.
Thank you)

December 2014
Page 6

Planning Commission
June 12, 2017
Agenda Item 2
17-5815 Merritt
Page 8 of 21

ADJACENT PROPERTY OWNER NOTIFICATION/APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
EASEMENT VACATION REQUESTS

Date: 4/26/17
Address / location of vacation: 492 VINSON
Adjacent property address: 412 N. ASSEMBLY
Lot: 1-4 Block: 9 Subdivision: MOUNTAIN VIEW ADDITION

REQUESTED VACATION:

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

(Include legal description and graphic representation of what is being vacated)

SEE ATTACHED LEGAL DESCRIPTION AND SITE PLAN

ADJACENT PROPERTY OWNERS COMMENTS:

☒ I have been notified of the requested vacation and decline to comment.

☐ I do not object to the vacation described above.

☐ I do object to the requested vacation because:

R/W VACATION FROM THE CITY OF FAYETTEVILLE TO JOHN MERRITT

Project Name Sterling Hamilton

Name of Adjacent Property Owner (printed)

[Signature]
Signature of Adjacent Property Owner

BATES AND ASSOCIATES, INC.

Applicant Name

2 Get ^{item} number
- planning dept. 575-8267

ADJACENT PROPERTY OWNER NOTIFICATION/APPROVAL FORM

**FOR RIGHT-OF-WAY, ALLEY, AND
EASEMENT VACATION REQUESTS**

442-5810

Date: April 20, 2017
Address / location of vacation: 492 Vinson, Fayetteville, AR 72701
Adjacent property address: 485 N. Vinson
Lot: 13 & 14 Block: _____ Subdivision: East Mountain

REQUESTED VACATION:

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:
We petition the city to vacate the excess right-of-way directly in front of our property line, approximately 11.67 feet, to bring it into conformity with the Master Street Plan requirements for Vinson. (See attached map)
(Include legal description and graphic representation of what is being vacated)

ADJACENT PROPERTY OWNERS COMMENTS:

- ☒ I have been notified of the requested vacation and ~~decline to comment~~.
☒ I do not object to the vacation described above.
☐ I do object to the requested vacation because:

John Merritt residence
Project Name
Mary J. Goeio Revocable Trust
Name of Adjacent Property Owner (printed)

Mary J. Goeio
Signature of Adjacent Property Owner

John T. Merritt
Applicant Name

(Please return to Bates Engineering, Justin Reid,
in the enclosed self-addressed envelope -
Thank you)

Merritt

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 3/24/2017

UTILITY COMPANY: SWEPSCO

APPLICANT NAME: BATES AND ASSOCIATES APPLICANT PHONE: 479-442-9350

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 492 VINSON AVENUE
FAYETTEVILLE, AR

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☒ No objections to the vacation(s) described above, provided following described easements are retained
(State the location, dimensions, and purpose below.)

10' U.E. behind M.S.P. RW

☐ No objections provided the following conditions are met:

Tang, Jr.
Signature of Utility Company Representative

DISTRIBUTION ENGINEER
Title

December 2014
Page 5

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE 3/24/2017

UTILITY COMPANY BLACK HILLS ENERGY

APPLICANT NAME BATES AND ASSOCIATES APPLICANT PHONE 479-442-9350

REQUIRED VACATION (applicant must check all that apply)

Utility Easement

X 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 492 VINSON AVENUE
FAYETTEVILLE, AR

X (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS

X No objections to the vacation(s) described above, and no comments

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]
Signature of Utility Company Representative

[Signature]
Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 3/24/2017

UTILITY COMPANY: COX COMMUNICATIONS

APPLICANT NAME: BATES AND ASSOCIATES APPLICANT PHONE: 479-442-9350

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 492 VINSON AVENUE
FAYETTEVILLE, AR

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ 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 our existing facilities will be at the owners/developers expense.



Signature of Utility Company Representative

Construction & Planning Manager

Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 3/24/2017

UTILITY COMPANY: FAYETTEVILLE TRANSPORTATION

APPLICANT NAME: BATES AND ASSOCIATES APPLICANT PHONE: 479-442-9350

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 492 VINSON AVENUE
FAYETTEVILLE, AR

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

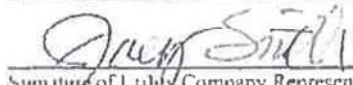
UTILITY COMPANY COMMENTS

☒

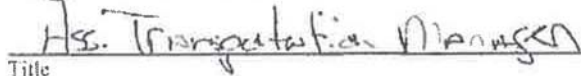
No objections to the vacation(s) described above, and no comments.

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



Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 3/24/2017

UTILITY COMPANY: AT & T

APPLICANT NAME: BATES AND ASSOCIATES APPLICANT PHONE: 479-442-9350

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 492 VINSON AVENUE
FAYETTEVILLE, AR

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ 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:
If any AT&T facilities are required to be relocated or are damaged will be the responsibility
of the property owner/ developer.

JEFF HAMILTON
Digitally Signed by JEFF HAMILTON
DN: cn=JEFF HAMILTON, o=AT&T, ou=CONSTRUCTION/
ENGINEERING, email=jh339@att.com, c=US
Date: 2017.03.24 14:45:33 -05'00'

Signature of Utility Company Representative

MGR OSP PLNG & ENGRG Design

Title

December 2014
Page 5

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 3/24/2017

UTILITY COMPANY: FAYETTEVILLE SOLID WASTE

APPLICANT NAME: BATES AND ASSOCIATES APPLICANT PHONE: 479-442-9350

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 492 VINSON AVENUE

FAYETTEVILLE, AR

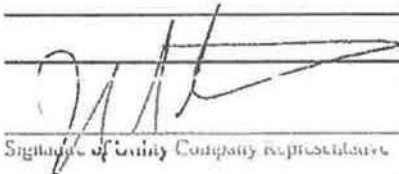
☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

No objections to the vacation(s) described above, and no comments

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

Commercial Services Rep

Title

December 2014
Page 5

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 3/24/2017

UTILITY COMPANY: OZARKS ELECTRIC

APPLICANT NAME: BATES AND ASSOCIATES APPLICANT PHONE: 479-442-9350

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 492 VINSON AVENUE
FAYETTEVILLE, AR

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ 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:

Wesley Mahaffey
Signature of Utility Company Representative

Staking Tech. III
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE 3/24/2017

UTILITY COMPANY: FAYETTEVILLE WATER AND SEWER

APPLICANT NAME: BATES AND ASSOCIATES APPLICANT PHONE 479-442-9350

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 492 VINSON AVENUE

FAYETTEVILLE, AR

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ 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.

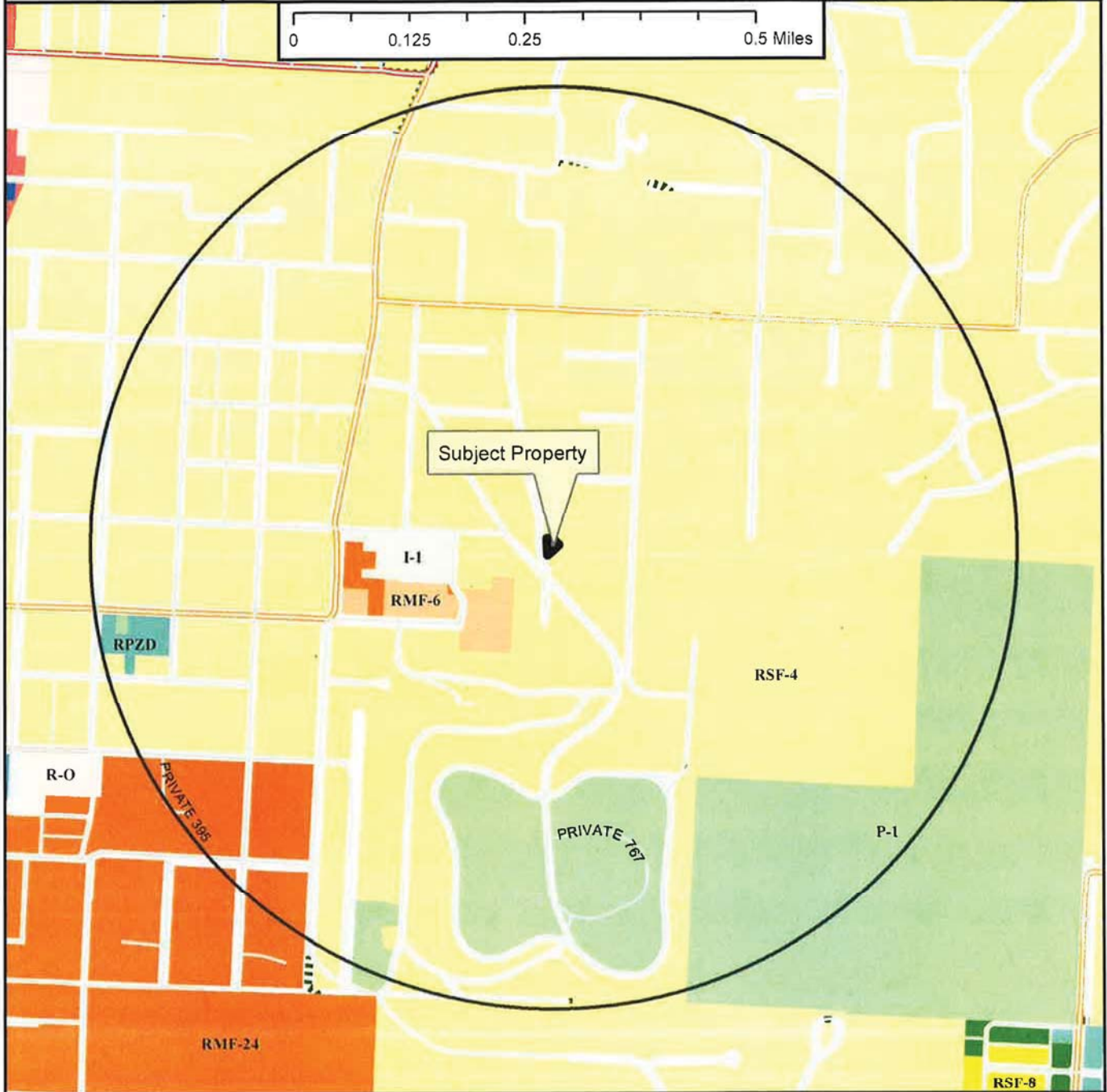
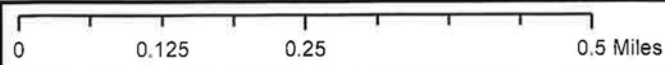
[Signature]
Signature of Utility Company Representative

WES OPERATIONS MANAGER
Title

VAC 17-5815

MERRITT

One Mile View



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint

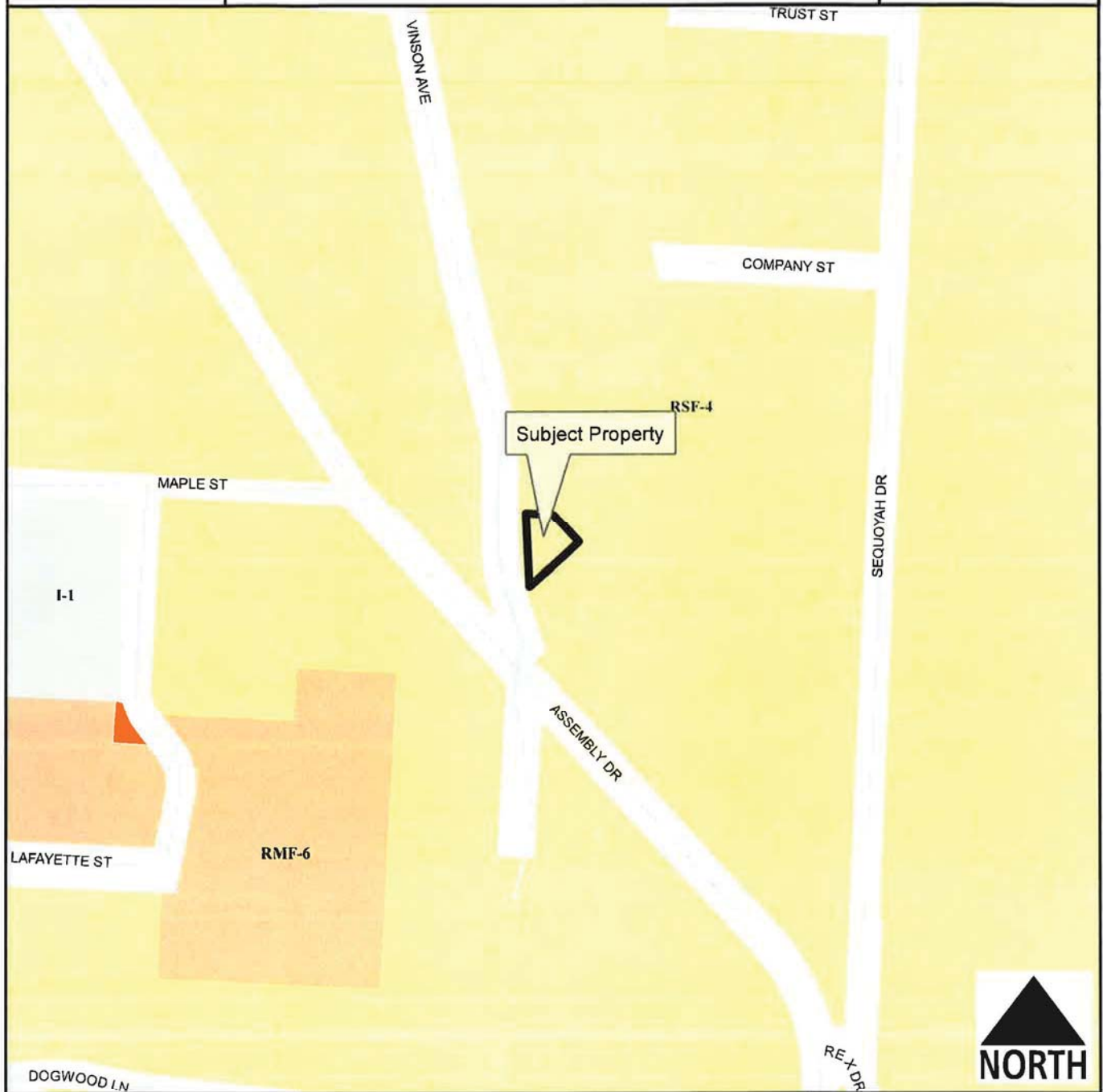


- | | |
|--|---|
| Zoning
RESIDENTIAL SINGLE-FAMILY
RSF-1 Residential Agricultural
RSF-5
RSF-1
RSF-2
RSF-4
RSF-7
RSF-8
RSF-13
RESIDENTIAL MULTI-FAMILY
RMF-12 Residential Two and Three-family
RMF-6
RMF-12
RMF-19
RMF-24
RMF-40
INDUSTRIAL
I-1 Heavy Commercial and Light Industrial
I-2 General Industrial | EXTRACTION
E-1
COMMERCIAL
Commercial Office
C-1
C-2
C-3
FORM BASED DISTRICTS
Downtown Core
Urban Thoroughfare
Main Street Center
Downtown General
Community Services
Neighborhood Services
Neighborhood Conservation
PLANNED ZONING DISTRICTS
Commercial Industrial Residential
INSTITUTIONAL |
|--|---|

VAC 17-5815

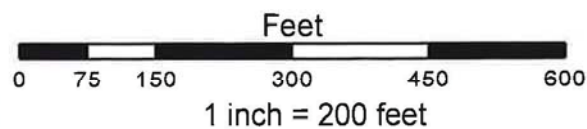
Close Up View

MERRITT



Legend

- Planning Area
- Fayetteville City Limits
- Building Footprint



- RSF-4
- RMF-6
- RMF-24
- I-1 Heavy Commercial and Light Industrial

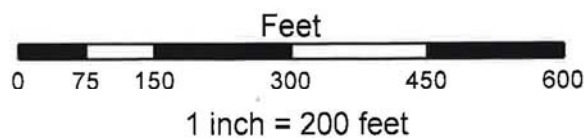
VAC 17-5815

Current Land Use

MERRITT



- VAC 17-5815
- Street
- County Parcels
- Planning Area
- Paysonville City Limits
- 2017 Imagery - Kucera RGB
- Red Band_1
- Green Band_2
- Blue Band_3
- 2017 Imagery - Pictometry RGB
- Red Band_1
- Green Band_2
- Blue Band_3



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0332

Agenda Date: 7/6/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 6

AMEND CHAPTER 167: TREE PRESERVATION AND PROTECTION:

AN ORDINANCE TO AMEND CHAPTER 167 **TREE PRESERVATION AND PROTECTION** OF THE UNIFIED DEVELOPMENT CODE TO MAKE CLERICAL REVISIONS INCLUDING DEFINING CERTAIN TERMS, REMOVING DEFINITIONS OF TERMS THAT ARE DEFINED IN OTHER PORTIONS OF THE UNIFIED DEVELOPMENT CODE, AND CORRECTING AMBIGUOUS OR UNCLEAR NAMES AND TERMS

WHEREAS, Urban Forestry staff and the Urban Forestry Advisory Board have reviewed Chapter 167 **Tree Preservation and Protection** and have recommended clerical changes to make this portion of the Unified Development Code more clear for both users and administrators of the code; and

WHEREAS, both the Urban Forestry Advisory Board and the Planning Commission voted unanimously to forward the changes with a recommendation that they be approved.

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 § 167.01 by removing “and preserve” from the introductory paragraph.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.02(A)(6) by repealing the paragraph and enacting a new § 167.02(A)(6) as follows:

“The City of Fayetteville recognizes the most current editions of the following benchmark standards for tree maintenance:

- International Society of Arboricultural Best Management Practices
- American National Standards Institute (ANSI) A 300 Tree Care Practices

The Urban Forestry staff may adopt other benchmark standards for tree maintenance.”

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends Chapter 167 **Tree Preservation and Protection** by replacing every instance of “Tree and Landscape Advisory Committee” with “Urban Forestry Advisory Board.”

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 167.04(A) and enacts a replacement § 167.04(A) as shown on Exhibit “A” attached hereto and made a part hereof.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.04(B) by inserting “proposed” before “roads” and “utilities” in subsection (10) and by changing “UDC” to “Unified Development Code” and capitalizing “city” in subsection (12).

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 167.04(C) and enacts a replacement § 167.04(C) as follows:

“(C) Canopy Area. In all proposed developments that are required to submit a tree preservation plan or abbreviated tree preservation plan, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the applicant has been approved for on-site mitigation or off-site alternatives as set forth in subsections I. & J. below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. An applicant shall not be required to plant trees in order to reach the percent minimum canopy requirement on land where less than the minimum exists prior to development.

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby repeals the first sentence of § 167.04(D)(1) and enacts a new first sentence as follows:

“If trees have been removed below the required percent minimum canopy within the five (5) years preceding application for a development, the site must be forested to meet the Percent Minimum Canopy requirements set forth in Table 1, plus an additional ten percent (10%) of the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications.

Section 8: That the City Council of the City of Fayetteville, Arkansas hereby repeals the second sentence of § 167.04(E)(1) and enacts a replacement as follows:

“Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement and such utilities shall be routed, wherever possible, to avoid existing canopy.”

Section 9: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.04(F) by replacing all instances of “subdivisions” with “developments.”

Section 10: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 167.04(F)(1) and enacts a replacement § 167.04(F)(1) as follows:

“*Residential Developments.* The percent minimum canopy in residential developments shall be located in areas that have the least possibility of impact as public infrastructure and proposed utilities are installed and homes built. The intent is to leave undisturbed as many existing trees as possible for the use and enjoyment of prospective lot owners. Residential developments requesting tree removal below the percent minimum canopy requirement may choose either residential on-site mitigation, or to contribute to the Tree Escrow Account as set forth in §167.04 (J)(4)(a). Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement, and such proposed utilities shall be routed to avoid existing canopy and shall count toward the percent minimum canopy requirement.”

Section 11: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.04(F)(2) (b) by inserting “Proposed” at the beginning of the third sentence and changing the fifth sentence to read as follows: “The developer will be required to compensate for the canopy removed from defined individual lots by making the appropriate payment into the Tree Escrow Account.”

Section 12: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 167.04(F)(3) and enacts a replacement § 167.04(F)(3) as follows:

“(3) *Hillside/Hilltop Overlay District.* Individual parcels or lots located within the Hillside/Hilltop Overlay District boundary shall submit a tree preservation plan or an abbreviated tree preservation plan as set forth in § 167.04 (H)(3) indicating the location of the structure and the preservation of the minimum tree canopy requirement.”

Section 13: That the City Council of the City of Fayetteville, Arkansas hereby enacts a new § 167.04(F)(4) as follows:

“(4) Developers have the option of creating cluster development, such as a Planned Zoning District, which would encourage more open space and tree preservation. In this pattern of development, the trees preserved or open space on each lot can be transferred to a larger Tree Preservation Easement instead of individual lots required to meet minimum percent requirements. The Tree Preservation Easements shall be clearly depicted on easement plats or final plats.”

Section 14: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.04(G)(1) by replacing “preliminary plat, large scale development, or site plan” with “proposed development”, capitalizing “city” and inserting “and longer approval times” after “higher costs”.

Section 15: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 167.04(G)(2) and enacts a replacement § 167.04(G)(2) as follows:

“(2) *Confirmation.* The Urban Forester shall document whether the applicant participated in the initial review meeting in the Tree Preservation and Protection staff report given to applicants going through the development review process. If the applicant chooses to attend an initial review meeting, the staff report shall also document any recommendations made. The Urban Forester shall ensure that a copy of the report or email becomes part of the permanent file for the project.”

Section 16: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.04(H) by replacing all references to “site analysis” with “tree preservation.”

Section 17: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.04(H)(1) by inserting “,as defined in the City of Fayetteville’s *Tree Preservation, Protection and Landscape Manual*,” after “Any significant trees” in subsection (d); and by repealing and replacing subsection (g) as follows: “All features, including trees, buildings, perennial and intermittent streams and creeks that exist on the site or within 100 feet of the limits of disturbance;”

Section 18: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.04(H)(2) by changing the subsection title to “Additional Tree Preservation Plan Content” and by adding the

following language to the end of the subsection: “Examples can be provided upon request to the Urban Forester.”

Section 19: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.04(H)(3) by replacing “large scale developments or subdivisions” in the first sentence to “developments required to go through the development review process of Technical Plat Review Committee, Subdivision Committee and Planning Commission”; by replacing “this plan” in the second sentence to “an abbreviated tree preservation plan”; by removing “examples” from the sixth sentence; and by replacing “either a site analysis plan or” with “an” in the last sentence.

Section 20: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 167.04(H)(4) and enacts a replacement § 167.04(H)(4) as follows:

“(4) *Analysis Report.* The applicant shall submit an analysis report when minimum percent canopy is not met. The report shall detail the design approaches used to minimize damage to or removal of existing canopy that were considered in arriving at the proposed design. Written justification shall be presented as to why individual trees or canopy must be removed. The report shall also detail proposed on-site mitigation options or off-site alternatives, as detailed below;”

Section 21: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 167.04(H)(5) and enacts a replacement § 167.04(H)(5) as follows:

“(5) *Grading and Utility Plans.* All subsequent grading and utility plans shall depict Tree Preservation Areas, preserved trees, and the physical limits of all protective measures on site required during construction.”

Section 22: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 167.04(H)(6) and enacts a replacement § 167.04(H)(6) as follows:

“(6) *Submittal Requirements.* The applicant shall submit a tree preservation plan. Development plans with removal of tree canopy below percent minimum canopy shall submit an analysis report to the urban forester, concurrently with their tree preservation plan. Applicants submitting abbreviated tree preservation plans shall not be required to submit analysis report.”

Section 23: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 167.04(H)(7) and enacts a replacement § 167.04(H)(7) as follows:

“(7) *Tree Preservation Easements.* The City of Fayetteville shall encourage the use of Tree Preservation Easements for the added protection of trees preserved to meet percent minimum canopy requirements or trees planted, in those instances where such would be of mutual benefit to the applicant and the City of Fayetteville.”

Section 24: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.04(I)(2) by changing the first sentence to read “The tree preservation plan must graphically represent the species and location for all existing trees on-site”; and by removing subsections (c) and (d) and renumbering accordingly.

Section 25: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.04(I)(3) by inserting “or landscape plan” following “tree preservation plan.”

Section 26: That the City Council of the City of Fayetteville, Arkansas hereby amends the last sentence of § 167.04(I)(5) by replacing “species density table” with “species table” and by removing “along with examples for using the base density formula”.

Section 27: That the City Council of the City of Fayetteville, Arkansas hereby repeals the first sentence of § 167.04(I)(6) and enacts a replacement as follows:

“All trees to be planted shall be species native to the Ozark region or native cultivars, when available, or selected from the list of preferred tree species set forth in the City of Fayetteville *Tree Preservation, Protection and Landscape Manual*.”

Section 28: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 167.04(I)(8) and renumbers the following subsections accordingly.

Section 29: That the City Council of the City of Fayetteville, Arkansas hereby amends the first sentence of § 167.04(I)(9) by changing “subdivisions” to “developments” and by removing “the reference to subsections (1) - (7).”

Section 30: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 167.04(I)(9)(c) and (d) and enacts a new § 167.04(I)(9)(c) as follows:

“(c)Developers requesting mitigation trees be planted along the street right of way of a residential developments shall submit a landscape plan that complies with the standards outlined in the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual* in order to ensure that new trees planted are of the highest quality, require low maintenance, and do not interfere with public safety. The species of trees to be planted shall be selected from the approved street tree species list, or be otherwise specifically approved by the Urban Forester. The applicant's mitigation plan for planting street trees shall describe in detail the method for tracking the development of the individual lots, which shall best ensure that required number and species of mitigation trees are planted.”

Section 31: That the City Council of the City of Fayetteville, Arkansas hereby repeals the last sentence of § 167.04(J)(3)(a) and enacts a new last sentence as follows:

“A tree preservation easement must be conveyed concurrently with or prior to submission of a final plat by the applicant to the City to protect any off-site preservation or forestation and the legal description of the tree preservation easement shall also appear on the final plat.”

Section 32: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.04(J)(3)(b) by changing the code reference from “the Tree Preservation and Protection Chapter” to “Chapter 167: Tree Preservation and Protection.”

Section 33: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.04(J)(4) by replacing “subdivisions” with developments in subsection (a); by adding “subdivisions” at the end of subsection (b) and by inserting “§ 167.04” prior to “(J)(2) and (3)” in subsection (d).

Section 34: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.04(L) by adding “and Tree Preservation Easements” to the end of the title; by replacing all references in subsection (L) to “Tree Preservation Areas” with “Tree Preservation Easements.

Section 35: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.04(L)(1) by repealing the reference to “tree preservation plan”, by inserting “which” following the new reference to “Tree Preservation Easement” in the first sentence; by inserting “subdivisions” following “nonresidential” in the first sentence and “residential” in the third sentence” and by replacing “to be preserved” with “in a tree preservation area” in the last sentence.

Section 36: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.05(B) by replacing the first instance of “Tree preservation areas” with “Trees illustrated as preserved on tree preservation plans”; by replacing the second and third instances of “tree preservation areas” with “areas with preserved trees”; by replacing “at each tree preservation area” with “areas with preserved trees” in the fourth sentence; by inserting “details” prior to “standards, specifications and guidelines” in the fourth sentence; by inserting “, and” between “off-site trees” and “the roots of which extend” in the sixth sentence; and by replacing “tree preservation area” with “areas with preserved trees” in the eighth sentence.

Section 37: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.06(A) by inserting “details,” prior to “standards, specifications and guidelines” in subsection (A); and by repealing subsection (I) and replacing it with the following:

“(I) *City Employees.* Before cutting, pruning, removing or trimming any tree, City employees performing tree work on public grounds shall attend an educational workshop on basic tree pruning. Workshop attendance shall be recorded by the Urban Forester. Employees are encouraged to seek recognized tree maintenance certifications listed in 167.07.”

Section 38: That the City Council of the City of Fayetteville, Arkansas hereby repeals the last sentence of § 167.10(A)(1) and enacts a new last sentence as follows: “The amount shall be equal to that provided in § 167.04 (J)(4).”

Section 39: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 167.10(A)(5) (b) and enacts a new § 167.10(A)(5)(b) as follows:

“(b) A clause that requires that if the approved contract is breached, the developer shall either immediately supply an acceptable replacement maintenance contract or shall deposit into the city's Tree Escrow Account the amount set forth in §167.04(J)(4).”

City of Fayetteville Staff Review Form

2017-0332

Legistar File ID

7/6/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

John J. Scott

6/14/2017

Parks & Recreation /
Parks & Recreation Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Staff recommends approval of the clerical changes to Unified Development Code Chapter 167.

Budget Impact:

NA

NA

Account Number

Fund

Project Number

Project Title

Budgeted Item?

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost?

Item Cost

Budget Adjustment Attached?

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



**CITY OF
FAYETTEVILLE
ARKANSAS**

City Council Agenda Memo

TO: Mayor Lionel Jordan and City Council Members

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

FROM: John J. Scott, Urban Forester

MEETING: July 6, 2017

SUBJECT: **Clerical Changes to Unified Development Code Chapter 167:** Submitted by John J. Scott, Urban Forestry.

RECOMMENDATION:

Staff recommends approval of the Clerical Changes to Unified Development Code Chapter 167.

BACKGROUND:

Urban Forestry Staff and the Urban Forestry Advisory Board are tasked with reviewing Chapter 167 and 177 every three years and making recommendations based on changes in arboricultural and horticultural practices, lists of preferred tree species, city policies or the content of chapter 167. The last thorough review of chapter 167 took place in 2012 and since then a few changes or updates have occurred to chapter 167. Urban Forestry Staff will be pursuing changes in four parts: Chapter 167 clerical changes, Chapter 167 substantive code changes, Chapter 177 clerical changes and Chapter 177 substantive code changes.

Staff has reviewed Chapter 167 for clerical errors, term misuse, grammatical errors, and other errors. The goal is to provide clarity to Chapter 167 while having minimal impact to the substantive meaning of the code. Staff has accumulated a number of errors, rewording and terms that need to be corrected throughout the chapter and felt that most of these changes were clerical in nature. These clerical changes would be a good way to start the process of amending Chapter 167.

Planning Commission voted unanimously to approve the proposed clerical changes to Chapter 167 on June 12, 2017.

Urban Forestry Advisory Board voted unanimously to approve the proposed clerical changes to Chapter 167 on May 10, 2017.

These changes were also vetted by: Don Marr - Chief of Staff, Kit Williams - City Attorney, Blake Pennington – Assistant City Attorney, and City Planning Staff.

DISCUSSION:

Example of changes:

- Staff deferred maintenance practices and preferences to recognized and respected national organizations. 167.02 A 6
- 'Urban Forestry Advisory Board' is the official name used for the board associated with Chapter 167, 177 and Urban Forestry. Staff found several spots where 'Tree and Landscape Advisory Committee' was still in code. 167.03 B
- The Applicability Section of code was not very clear and needed updating. Staff listed the types of developments reviewed by Urban Forestry and kept the other information regarding parking lots, HHOD, Grading Permits, Building Permits and Exemptions. 167.04
- The term 'subdivision' was used to mean developments, when subdivisions can refer to division of lots, or specific types of residential developments. Subdivision can also be used for commercial or industrial developments as well. Staff changed the term and used 'development' with descriptors in front such as 'Residential Developments' or 'Nonresidential Developments' to provide clarity. 167.04 A, F.
- The terms 'proposed' and 'existing' were inserted to correct and clarify the meanings and intent of code, specifically when utilities were mentioned. 167.04 B 10
- Staff updated the requirement for a 'Letter of Confirmation' to be in line with modern technology. 167.04 G 2
- A tree preservation plan is what staff reviews and receives for proposed developments, not a site analysis. While a site analysis is included in a submittal set, the tree preservation plan has the requirements needed by staff to make determinations of a project. The requirements for plans have not changed. 167.04 H 1
- 'Tree Preservation Easements' is the term now used for areas platted for continued tree preservation. Previously three terms were used, 'Tree Preservation Area', 'Conservation Easement' and 'Tree Conservation Easement'. 167.04 H 7 167.04 L
- 'Tree Preservation Area' was also used in 167.05 for trees not platted but preserved for the current project. Staff used 'areas with preserved trees' or 'trees illustrated as preserved on tree preservation plans' to create clarity.
- 'Details' is a common term used for our specifications and guidelines in the review process and was added to strengthen the clarity. 167.06.

These are some of the highlighted changes made to code.

Budget/Staff Impact:

There is no impact on the budget. These changes should add clarity to the developers about the code; consequently requiring less time from the Urban Foresters to answer question or debate code meaning.

Attachments:

Chapter 167 proposed changes. Please note the words with the strike through are proposed removed language and the highlighted words are proposed added language.

CHAPTER 167: TREE PRESERVATION AND PROTECTION

167.01 Purpose

It is the purpose of this chapter to preserve, and protect the health, safety, and general welfare, ~~and preserve~~ and enhance the natural beauty of Fayetteville by providing for regulations of the preservation, planting, maintenance, and removal of trees within the city, in order to accomplish the following objectives:

(A) *Objectives.*

- (1) To preserve existing tree canopy;
- (2) To create a healthful environment for Fayetteville residents, businesses, and industries;
- (3) To moderate the harmful effects of sun, wind, and temperature changes;
- (4) To buffer noise, air and visual pollution;
- (5) To filter pollutants from the air that assist in the generation of oxygen;
- (6) To reduce storm water runoff and the potential damage it may create;
- (7) To stabilize soil and prevent erosion, with an emphasis on maintaining tree canopy on hillsides defined as canopied slopes in Chapter 151;
- (8) To provide habitat for birds and other wildlife;
- (9) To preserve riparian banks and beds, and prevent sedimentation;
- (10) To screen incompatible land;
- (11) To promote energy conservation; and
- (12) To protect and enhance property values.

(B) *Principles.* This chapter shall be enforced according to the following principles:

- (1) Preservation shall be the first, best, and standard approach.
- (2) If preservation cannot be achieved, on-site mitigation shall next be pursued.
- (3) If on-site mitigation cannot be achieved, offsite preservation shall be pursued.
- (4) If off-site preservation cannot be achieved, off-site forestation shall be pursued.
- (5) If none of the above approaches can be achieved, payment shall be made to the tree escrow account.

(Code 1991, §162.01; Ord. No. 3699, §1 4-20-93; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01)

167.02 City Of Fayetteville Tree Preservation, Protection, And Landscape Manual

The urban forester, in cooperation with other members of city staff, shall promulgate and periodically revise forms, procedures and regulations to implement this chapter and publish this information in the City of Fayetteville, *Tree Preservation, Protection, and Landscape Manual*.

(A) Copies of the City of Fayetteville *Tree Preservation, Protection, and Landscape Manual* are to be made readily available to the public and shall include, but need not be limited to:

1. Specific criteria for gaining city approval of tree preservation plans;
2. The format and content of reports and plans the applicant must submit to the city pursuant to this chapter;
3. Tree protection during construction;
4. A glossary of important terms used in this chapter.
5. Size and species requirements for trees planted for on-site mitigation or off-site forestation;
6. ~~Maintenance of trees (including but not limited to pruning, irrigation, and protection from disease).~~ The City of Fayetteville recognizes the most current editions of the following benchmark standards for tree maintenance.
 - International Society of Arboricultural Best Management Practices
 - American National Standards Institute (ANSI) A 300 Tree Care Practices.
 - Other standards maybe accepted upon Urban Forestry staff review.

(B) ~~The Tree and Landscape Advisory Committee~~ The Urban Forestry Advisory Board shall review and may recommend revisions to the City of Fayetteville *Tree Preservation, Protection, and Landscape Manual* at least every three years to reflect changes in arboricultural and horticultural practices, lists of preferred tree species, city policies, or the content of this chapter.

(Ord. No. 4340, 10-2-01)

167.03 Tree Registry And Urban Forest Analysis

(A) *Tree Registry*. Trees and groups of trees which are documented to be of historic merit, of an uncommon or endangered species, or are of extraordinary value due to their age, size, or type,

may be registered in the City of Fayetteville's tree registry. It shall be the duty of the urban forester to maintain and keep this registry on file in the urban forester's office.

- (B) *Voluntary registration.* Registration of trees shall be voluntary and may be done by the owner(s) of the property on which the tree is located. Registration shall not run with the land unless the property owner wishes to use an express trust to transfer a benefit in the tree or groups of trees to the city. Registered tree owners are entitled to consultation with the ~~Tree and Landscape Advisory Committee~~ **Urban Forestry Advisory Board** and/or the urban forester concerning proper care and protection of the tree, as well as an evaluation of the tree's condition.
- (C) *Urban Forest Analysis.* The city shall initiate a tree canopy analysis and an Urban Forestry Effects Model study or their current equivalent studies within the current geographical boundaries of the city by December 31, 2012. Thereafter, the city should conduct these studies every ten (10) years.

167.04 Tree Preservation And Protection During Development

- (A) *Applicability.* The provisions of this section shall apply to proposed **developments as defined by the Unified Development Code as follows:** ~~proposed subdivisions, and large scale developments required by other chapters of the Unified Development Code to go through the city's permitting process. Persons seeking to build one (1) single-family dwelling unit, or duplex, are specifically exempt from the provisions of this section except when the land is located within the Hillside/Hilltop Overlay District; then all the provisions of this ordinance shall apply. Planned Zoning Districts should meet the percent minimum tree canopy based upon their primary use, but may be allowed a lesser tree canopy requirement as part of the overall Master Plan approved by the City Council.~~

- (1) ~~*Subdivisions and Large Scale Developments.* Applicants seeking approval of proposed subdivisions and large scale developments shall submit a site analysis plan, analysis report, and tree preservation plan with the preliminary plat or site plan. There shall be no land disturbance, grading, or tree removal until a tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.~~

Large Scale Developments.

- (2) ~~*Grading Permit.* An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for grading permits on projects that are not required to go through subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.~~

Large Site Improvement Plan.

- (3) ~~*Building Permits.* Tree preservation requirements apply to all permit applications for nonresidential construction, and the construction of multi-family residential buildings composed of three or more dwelling units. An abbreviated tree preservation plan, as set~~

forth in § 167.04 (H)(3), shall be submitted with the application for building permits on projects that are not required to go through the subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.

Small Site Improvement Plan.

- (4) ***Parking Lots.*** Tree preservation requirements apply to all permit applications for the construction of parking lots with five (5) or more spaces. An abbreviated tree preservation plan, as set forth in §167.04 (H)(3), shall be submitted with the application for permits on projects that are required to go through the subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.

Preliminary Plat..

- (5) ***Hillside/Hilltop Overlay District.*** Undeveloped land located within the Hillside/Hilltop Overlay District shall submit a site analysis plan, analysis report, and tree preservation plan with the preliminary plat or site plan. Single and two (2) family residential development shall submit an abbreviated tree preservation and site plan at the time of obtaining a building permit. Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan. There shall be no land disturbance, grading, or tree removal until a tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.

Final Plat.

- (6) ***Concurrent Plat.***

- (7) ***Planned Zoning Districts.***

- (8) ***Parking Lots.*** Tree preservation requirements apply to all permit applications for the construction of parking lots with five (5) or more spaces. An abbreviated tree preservation plan, as set forth in §167.04 (H)(3), shall be submitted with the application for permits on projects that are required to go through the subdivision or large scale development process.

- (9) ***Hillside/Hilltop Overlay District.*** Undeveloped land located within the Hillside/Hilltop Overlay District shall submit a tree preservation plan with the preliminary plat or site plan. Single and two (2) family residential development shall submit an abbreviated tree preservation and site plan at the time of applying for a building permit.

- (10) ***Grading Permit.*** A tree preservation plan or an abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for grading permits on projects that are not required to go through the development process.

- (11) ***Building Permits.*** Tree preservation requirements apply to all permit applications for nonresidential construction, and the construction of multi-family residential buildings composed of three or more dwelling units. An abbreviated tree preservation plan, as set forth in § 167.04 (H)(3), shall be submitted with the application for building permits on projects that are not required to go through the subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated

tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.

(12) *Exemptions* Projects not listed above or not impacting tree canopy are not required to submit a tree preservation plan or review from Urban Forestry.

(a) Persons seeking to build one (1) single-family dwelling unit, or duplex, are specifically exempt from the provisions of this section except when the land is located within the Hillside/Hilltop Overlay District; then all the provisions of this ordinance shall apply.

(b) Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan.

167.04 (B) *Tree preservation criteria.* The urban forester shall consider the following factors, and any other relevant information, when evaluating tree preservation plans:

1. The desirability of preserving a tree or group of trees by reason of age, location, size, or species.
2. Whether the design incorporates the required tree preservation priorities.
3. The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.
4. The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.
5. Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.
6. Whether the size or shape of the lot reduces the flexibility of the design.
7. The general health and condition of the tree or group of trees, or the presence of any disease, injury, or hazard.
8. The placement of the tree or group of trees in relation to utilities, structures, and the use of the property.
9. The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.
10. Whether **proposed** roads and **proposed** utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.
11. Construction requirements of on-site and offsite drainage.
12. The effects of proposed on-site mitigation or off-site alternatives.
13. The effect other chapters of the UDC **Urban Development Code**, or **City** city policies have on the development design.
14. The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations.
15. The impact a substantial modification or rejection of the application would have on the applicant.

***Note**--The above items are not presented in any particular order of importance. The weight each is given will depend in large part on the individual characteristics of each project.

(C) *Canopy Area.* In all new **proposed developments that are required to submit a tree preservation plan or abbreviated tree preservation plan,** ~~subdivisions, large scale developments, industrial and commercial developments, and all other improvements listed~~

~~above~~, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the applicant has been approved for on-site mitigation or off-site alternatives as set forth in subsections I. & J. below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. An applicant shall not be required to plant trees in order to reach the percent minimum canopy requirement on land where less than the minimum exists prior to development ~~unless trees have been removed~~.

(D) Prior tree removal.

(1) If trees have been removed below the required **percent** minimum **canopy** within the five (5) years preceding application for a development ~~approval~~, the site must be forested to meet the Percent Minimum Canopy requirements set forth in Table 1, plus an additional ten percent (10%) of the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. The number of trees required to be planted shall be calculated using the Base Density for High Priority trees.

(2) Waiver. If an applicant is able to demonstrate to the Planning Commission's satisfaction that the trees were removed for a bona fide agricultural purpose, and not with the intent to thwart enforcement of this chapter, the additional 10% reforestation requirement shall be waived.

(E) Tree Preservation Priorities.

(1) Percent minimum canopy. Proposed designs must meet the percent minimum canopy requirements for the particular zoning designation, emphasizing the preservation and protection of high priority trees on the site. Trees in **existing and not to be vacated** utility easements shall not be counted toward the percent minimum canopy requirement, and such utilities shall be routed, wherever possible, to avoid existing canopy.

(2) Existing Natural Features. Each design shall consider the existing natural features of the site, the preservation priorities for the trees, and the impact their proposed removal may have both on and off-site.

(3) Preservation Priorities. The list of preservation priorities (See: Table 2) shall guide the review of each development's design. The submittal of designs which do not incorporate preservation priorities for the trees on the site shall result in the denial of the tree preservation plan.

(4) High Priority Trees. The preservation and protection of high priority trees shall be enforced most stringently to meet the minimum percentage of canopy preservation. The preservation and protection of lower priority trees shall not be substituted for that of high priority trees, except:

(a) When the justification for such a substitution is set forth in the analysis report; and

(b) The substitution is approved by the Urban Forester.

(F) *Tree Preservation Requirements for Proposed Residential and Non-Residential Subdivisions-Developments.*

- (1) *Residential Developments. Subdivisions.* The percent minimum canopy in residential developments subdivisions shall be located in areas that have the least possibility of impact as public infrastructure and proposed utilities are installed and homes built. The intent is to leave undisturbed as many existing trees as possible for the use and enjoyment of prospective lot owners. Residential subdivisions developments requesting tree removal below the percent minimum canopy requirement may choose either residential on-site mitigation, or to contribute to the Tree Escrow Account as set forth in §167.04 (J)(4)(a). Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement, and such proposed utilities shall be routed to avoid existing canopy and shall count toward the percent minimum canopy requirement.
- (2) *Nonresidential Developments. Subdivisions.* Two (2) options are available for establishing a tree preservation plan for the development of nonresidential subdivisions. The Urban Forester shall recommend to the Planning Commission the option that will potentially preserve the largest amount of priority canopy based upon the tree preservation criteria set forth in § 167.04 (B) above.
 - (a) *Preservation Plan for Entire Subdivision.* The developer may choose to preserve the percent minimum canopy required for the entire development. With this option, the preserved canopy shall be located in areas that will not be impacted by future development of the individual lots. Canopy to be preserved shall be noted on the final plat, and shall be protected as a set forth in §167.04 (L) below. Should the entire percent minimum canopy requirement for the site be so protected, the final plat shall include a statement that the individual lots, as represented thereon, shall not require separate tree preservation plans.
 - (b) *Preservation Plan for Infrastructure Only.* The developer, in consultation with city staff, shall delineate the area required for the construction of the infrastructure and improvements for the development. This area should include street rights-of-way, and utility and drainage easements. Proposed lot lines, streets, and easements shall be located to avoid placing a disproportionate percentage of existing canopy in any one (1) proposed lot. This option shall not allow the removal of trees during the grading of individual lots, unless shown by the developer to be essential to the project's engineering design. The developer will be required to compensate for the canopy removed from this defined area individual lots by making the appropriate payment into the Tree Escrow Account. On all other areas of the development, the developer shall protect the existing canopy during the construction phase in accordance with §167.05 below. The final plat shall include a statement that the individual lots shall require separate tree preservation plans.
- (3) *Hillside/Hilltop Overlay District.* Individual parcels or lots located within the Hillside/Hilltop Overlay District boundary shall submit a tree preservation plan or an abbreviated tree preservation plan as set forth in § 167.04 (H)(3) indicating the location of the structure and the preservation of the minimum tree canopy requirement.
 - (a) ~~Developers shall have the option of doing cluster development, such as a PZD, which would encourage more open space and tree preservation areas. In this pattern of development, the tree preservation zone on each lot can be transferred to a larger open space instead of being required on the individual lots. The open~~

~~space set aside during cluster development shall be placed in a permanent easement or land trust with all future development rights removed from the property.~~

- (4) Developers have the option of creating cluster development, such as a Planned Zoning District, which would encourage more open space and tree preservation. In this pattern of development, the trees preserved or open space on each lot can be transferred to a larger Tree Preservation Easement instead of individual lots required to meet minimum percent requirements. The Tree Preservation Easements shall be clearly depicted on easement plats or final plats.

(G) *Initial Review.*

- (1) *Meeting with the Urban Forester* . It is strongly recommended that prospective applicants meet with the Urban Forester for an initial review of the proposed tree preservation plan for the site prior to submitting a **proposed development** ~~preliminary plat, large scale development, or site plan~~ to the City. During the initial review, the Urban Forester shall make recommendations to ensure the proposed ~~subdivision or~~ development complies with the requirements of this chapter. These recommendations shall be nonbinding. However, applicants proceed at the risk of higher costs **and longer approval times** due to changes required by a noncompliant submittal should they choose not to have the initial review or to disregard the recommendations of the Urban Forester.
- (2) ~~Letter Of Confirmation~~. The Urban Forester shall document ~~on whether the applicant participated in the initial review meeting in the~~ **Tree Preservation and Protection staff report given to applicants going through the development review process.** ~~a letter of confirmation to the applicant.~~ If the applicant chooses to attend an initial review meeting, ~~the letter~~ **the staff report** shall also document any recommendations made. The Urban Forester shall ensure that a copy of the ~~letter~~ **report** or email becomes part of the permanent file for the project.

(H) *Submittal of Plans.* Applicants should bear in mind that all plans will be evaluated according to the tree preservation criteria and percent minimum canopy requirements as set forth under §167.04 (B) and (C).

- (1) ~~Site Analysis~~ *Tree Preservation Plan*. On sites with existing tree canopy, the applicant shall conduct a site analysis to determine the approximate age, health, size, and species distribution of the trees, noting each on a ~~site analysis~~ **tree preservation** plan, and clearly showing the locations and types of all natural features on a site, including features 100 feet beyond the property lines. The ~~site analysis~~ tree preservation plan shall also specifically depict the applicable preservation priority level for each tree or group of trees on the site. The plan should include, but not be limited to, delineation of the following features as they exist on the site:
 - (a) The existing topography of the site highlighting slopes of 15% or greater, and indicating the natural drainage patterns;
 - (b) The property line boundaries of the site;
 - (c) Soils identified according to the Unified Soil Classification System;
 - (d) Any significant trees, **as defined in the City of Fayetteville's Tree Preservation, Protection and Landscape Manual**, existing on the site, and the location of trunks, spread of the canopy, species, diameter at breast height (DBH), and the overall health of each significant tree;

- (e) Groupings of trees, delineating the edges of the overall canopy, noting the predominate species, average height, diameter at breast height (DBH), and general health of the trees.
 - (f) All existing utilities and utility easements;
 - (g) All features, including trees, buildings, perennial and intermittent streams and creeks that exist on the site or within 100 feet of the site limits of disturbance;
 - (h) Floodplains and floodways on the site;
 - (i) All existing rights-of-way within and surrounding the project site, including any designated trails or bike paths; and,
 - (j) Any other factors that may impact the design of the site.
- (2) **Additional Tree Preservation Plan Content.** The applicant shall indicate all proposed site improvements, and delineate in the tree preservation plan the trees to be retained on-site, and the measures to be implemented for their protection. These measures shall include, but need not be limited to, fencing, limits of root pruning, as well as restrictions on traffic and material storage. The plan shall also clearly depict the limits of soil disturbance to include all areas to be graded both on and off-site, as well as the proposed location of utilities. The applicant should consult the City of Fayetteville *Tree Preservation, Protection and Landscape Manual* for details, examples and specific checklists. **Examples can be provided upon request to the Urban Forester.**
- (3) **Abbreviated Tree Preservation Plan.** Applicants requesting approval of development projects that require building, grading, or parking lot permits, but that do not fall under the requirements for large-scale developments or subdivisions **developments required to go through the development review process of Technical Plat Review Committee, Subdivision Committee and Planning Commission,** shall prepare and submit an abbreviated tree preservation plan. The information for this **an abbreviated tree preservation** plan may be combined with the site plan, plat drawing, or grading plan. The applicant is expected to show the general location of all existing groups of trees, individual significant trees, and to clearly depict the limits of soil disturbance to include all areas to be graded, both on and off-site, as well as the proposed location of utilities. Protective measures such as fencing, limits of root pruning, restriction on traffic and materials storage shall be depicted on the plan. A preliminary site visit with the Urban Forester is highly recommended before applying for any of the above-mentioned permits. The applicant should consult the City of Fayetteville *Tree Preservation, Protection, and Landscape Manual* for details, examples and specific checklists. Applicants submitting abbreviated tree preservation plans shall not be required to submit ~~either a site analysis plan or~~ **an** analysis report, nor shall they be required to hire architects, engineers, or landscape architects to prepare the abbreviated tree preservation plan.
- (4) **Analysis Report.** The applicant shall submit an analysis report **when minimum percent canopy is not met. The report shall detail** detailing the design approaches used to minimize damage to or removal of existing canopy that were considered in arriving at the proposed design. Written justification shall be presented as to why individual trees or canopy must be removed. The report shall also detail proposed on-site mitigation options or off-site alternatives, as detailed below.
- (5) **Grading and Utility Plans.** All subsequent grading and utility plans shall depict ~~the~~ Tree Preservation Areas, ~~on the site, to include the~~ preserved trees, and the physical limits of all protective measures **on site** required during construction.

- (6) ~~*Submittal Requirements.* The applicant shall submit two (2) copies of a site analysis plan and analysis report to the urban forester, concurrently with their tree preservation plan. Applicants submitting abbreviated tree preservation plans shall not be required to submit either a site analysis plan or analysis report.~~

Submittal Requirements. The applicant shall submit a tree preservation plan. Development plans with removal of tree canopy below percent minimum canopy shall submit an analysis report to the urban forester, concurrently with their tree preservation plan. Applicants submitting abbreviated tree preservation plans shall not be required to submit analysis report.

- (7) ~~*Conservation Tree Preservation Easements. Area Requirements.* The City of Fayetteville shall encourage the use of conservation easements~~ *Tree Preservation Easements* for the added protection of trees preserved ~~or planted~~ to meet percent minimum canopy requirements *or trees planted*, in those instances where such would be of mutual benefit to the applicant and the City *of Fayetteville*.

(I) *Request for On-Site Mitigation.*

- (1) *Timing of Request for On-Site Mitigation.* Requests to remove trees below the percent minimum canopy requirement must be incorporated with the applicant's tree preservation plan.
- (2) *Plan Requirements.* The tree preservation plan must graphically represent the species and location for all *existing* trees ~~to be planted~~ on-site. It shall also include a chart clearly stating the following information:
- (a) The number of trees requested for removal;
 - (b) The percentage below the percent minimum canopy requirement they represent; and,
 - ~~(c) Tree removal due to the grading work done to create tie backs for roads in the Hillside/Hilltop Overlay District shall be mitigated by reforesting a minimum of 25% of the tie backs pursuant to the landscape manual.~~
 - ~~(d) Planting trees in non-canopy areas in order to reach the minimum percent canopy requirements for the site is not allowed in the Hillside/Hilltop Overlay District.~~
 - (c)* The species and number of trees to be planted based on the forestation requirements below.
- (3) *Planting Details and Notes.* Planting details and notes shall be included on the tree preservation plan *or landscape plan* as set forth in the City of Fayetteville *Tree Preservation, Protection, and Landscape Manual*.
- (4) *Forestation Requirements.* The number and species of trees required for forestation shall be based upon the quality of the canopy lost:
- (a) *High Priority Canopy.* When removing high priority canopy below the percent minimum canopy required, the canopy square footage removed shall be forested at a base density of two hundred (200), 2-inch caliper trees per acre removed.
 - (b) *Mid-Level Priority Canopy.* When removing mid-level priority canopy required, the canopy square footage removed shall be forested at a base density of one hundred fifty (150), 2-inch caliper trees per acre removed.

- (c) *Low Priority Canopy*. When removing low priority canopy below the percent minimum required, the canopy square footage removed shall be forested at a base density of one hundred (100), 2-inch caliper trees per acre removed.
- (5) *Base Density*. Compensating for the environmental damage caused by removing tree canopy shall be accomplished by forestation on a per acre basis. The base density formula used above is based on 2-inch caliper trees. However, the urban forester may approve the use of trees with less than 2-inch caliper for the planting of smaller tree species required by spatial constraints on the site. In such cases, the number of trees to be planted may be adjusted in accordance with the species density table to be found in the City of Fayetteville *Tree Preservation, Protection, and Landscape Manual*. ~~along with examples for using the base density formula.~~
- (6) *Preferred Species*. All trees to be planted shall be species native to the Ozark region or native cultivars, when available, or and selected from the list of preferred tree species set forth in the City of Fayetteville *Tree Preservation, Protection, and Landscape Manual*. Species selection shall be based upon the amount of space available for proper growth on the site, and must be approved by the Urban Forester.
- (7) *Placement of Trees*. The applicant is expected to plant trees in locations on the site where the environmental benefits of canopy cover are most likely to offset the impact of development. Trees shall not be placed within utility easements, or in other locations where their future protection cannot be assured.
- (8) ~~*On-site Mitigation Incentive*. If all the required trees can be located on-site, the Urban Forester may approve up to a 20% reduction in the number of trees to be planted. Any incentive reductions allowed shall be based upon the following factors:~~
- (a) ~~The species of the mitigation trees; and,~~
- (b) ~~The space needed for the healthy growth of trees.~~
- (8) *Residential On-Site Mitigation*. Applicants requesting on-site mitigation for residential subdivisions developments shall comply with all the provisions of §167.04(I)(1)–(7), as well as the following:
- (a) The applicant's mitigation plan shall meet or exceed the required number of mitigation trees based on the forestation requirements as set forth at §167.04(I)(4).
- (b) All plans requesting residential on-site mitigation shall include a binding three (3) year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.
- (i) Approval of a plan requesting residential on-site mitigation shall be contingent upon the applicant depositing with the city an irrevocable letter of credit in an amount equal to the estimated cost of materials and labor for all trees at the time of planting. The irrevocable letter of credit must cover the entire three (3) year maintenance and monitoring period. Applicant shall submit cost estimates to the Urban Forester for approval.
- (ii) Upon completion of the three (3) year landscape establishment period, the Urban Forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such a finding, the city shall release the letter of credit.
- (iii) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the

Urban Forester. If the applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary moneys from the landscape establishment guarantee to do so.

- (iv) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.
- (c) ~~The applicant shall establish a bona fide property owners association with a bill of assurance and protective covenants sufficient to ensure the continued health and vitality of the mitigation trees within the subdivision. The bill of assurance and protective covenants shall be filed of record with the Circuit Clerk and Ex Officio Recorder of Washington County, Arkansas, and file marked copies thereof shall be provided to the Urban Forester prior to final plat approval.~~
- (d) Developers requesting mitigation trees be planted along the street right of way of a **residential subdivision developments** shall submit a ~~street tree planting~~ landscape plan that complies with the standards outlined in the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual* in order to ensure that new trees planted are of the highest quality, require low maintenance, and do not interfere with public safety. The species of trees to be planted shall be selected from the approved street tree species list, or be otherwise specifically approved by the Urban Forester. **The applicant's mitigation plan for planting street trees shall describe in detail the method for tracking the development of the individual lots, which shall best ensure that required number and species of mitigation trees are planted.**
 - (i) ~~The applicant's mitigation plan for planting street trees shall describe in detail the method for tracking the development of the individual lots, which shall best ensure that required number and species of mitigation trees are planted.~~
 - (ii) ~~The applicant shall submit an annual schedule of the initial structural pruning for all mitigation Trees planted along street right of ways with the name and contact information of the International Society of Arboriculture (ISA) Certified Arborist or pruning service performing the work.~~

(J) *Request for Off-Site Alternatives.*

- (1) *Timing of Request for Off-Site Alternatives.* Requests for off-site alternatives must be incorporated in, and submitted concurrently with the applicant's tree preservation plan.
- (2) *Off-Site Preservation .* The applicant may seek approval of the Urban Forester to preserve an equal or greater amount of canopy cover at a site within the city limits or, with the express approval of the City Council by its resolution, within ¼ mile of the Fayetteville city limits.
- (3) *Off-Site Forestation.*
 - (a) If off-site preservation cannot be achieved, the applicant may seek approval from the Urban Forester to plant the required number of trees on another site owned by the applicant and located within the city limits or, with the express approval of the City Council by its resolution, within one-quarter mile of the Fayetteville city limits. A tree **preservation easement** ~~conservation easement~~ must be conveyed **in a final plat** by the applicant to the City to protect any off-site preservation or forestation.

- (b) An applicant may plant and maintain mitigation trees needed for the applicant's development as to fulfill the obligation set forth in the **Chapter 167**: Tree Preservation and Protection Chapter in a nearby city park or public right of way if expressly approved by City Council resolution. The City Council shall seek advice from the Urban Forester, Parks and Recreation Department staff and citizens about the advisability of forestation of the nearby city park and may apply express conditions including requiring irrigation to be installed and regular maintenance to be performed by the applicant.
- (4) *Tree Escrow Account.* Tree preservation on-site is always the preferred option, with on-site mitigation, off-site preservation and off-site forestation to be considered in descending order only if the more preferred option cannot be fully achieved. If none of these options can completely fulfill a developer's obligation under this Tree Preservation and Protection Chapter, the developer shall pay into the City Tree Escrow Account \$250.00 for each tree required to meet the Base Density requirements which fairly represents the costs of material and labor to plant a tree. The developer shall also pay into the Tree Escrow Fund \$425.00 as three (3) years of maintenance costs to ensure each tree survives for that period of time. Tree planting and maintenance costs should be reviewed at least every four (4) years to ensure it remains the fair market costs for tree planting and maintenance for three (3) years.
 - (a) Residential subdivisions **developments** which cannot achieve the base density tree requirements through preservation or mitigation shall contribute to the Tree Escrow Account. The city shall use the money paid into the Tree Escrow Account to plant trees within the subdivision along rights-of-ways, detention ponds, common areas or other areas where trees can be protected and have a high probability of survival to a mature tree. This shall be accomplished once the subdivision is built out or as approved by the Urban Forester.
 - (b) Money contributed in lieu of on-site mitigation or off-site forestation shall be paid prior to issuance of a building permit on all commercial, industrial, or multi-family residential buildings and prior to final plat acceptance for all residential and non-residential subdivisions.
 - (c) Money contributed under this section:
 - (i) May be used for canopy mitigation, including planting site identification, tree acquisition, planting, and maintenance, utilizing either city staff or contract labor;
 - (ii) Shall not revert to the general fund for ongoing operations.
 - (d) If it is not possible to plant trees within the subdivision, planting locations will be sought in appropriate sites within a 1 mile radius of where the original project is located, but if this cannot be achieved, the moneys shall be used to plant the trees in the park quadrant in which the development took place, or pursuant to **§ 167.04** (J)(2) and (3). Data extracted from the urban forest analysis should be consulted when identifying appropriate locations to plant escrow funded trees.
 - (e) The City of Fayetteville shall refund the portion of the money contributed under this section, including the accrued interest that has not been expended seven (7) years from the date of the contribution. Interest shall be based on a 4% annual rate.
 - (f) Refunds shall be paid to the applicant who made the original contribution.

- (g) Notice of the right to a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the applicant no later than thirty (30) days after the date which the refund becomes due. The sending by regular mail of the notices to the applicant shall be sufficient to satisfy the requirement of notice.
 - (h) The refund shall be made on a pro rata basis, and shall be paid in full no later than ninety (90) days after the date certain upon which the refund becomes due.
 - (i) At the time of the contribution to the Tree Escrow Account, the Urban Forester shall provide the applicant with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any contribution to the Tree Escrow Account under this ordinance.
- (K) *Tree Preservation Plan Review Form.* The Urban Forester shall use a standardized form for all recommendations or administrative determinations made regarding an applicant's tree preservation plan.
- (1) The form shall clearly indicate whether the Urban Forester is making a final administrative determination, or a recommendation to the Planning Commission or City Council.
 - (2) The form shall also clearly indicate the applicant's plan is "APPROVED," "DISAPPROVED," or "CONDITIONALLY APPROVED," and explain the reasoning therefore.
 - (3) A statement shall appear on the form explaining the process by which a final administrative determination may be appealed in accordance with Chapter 155 of the Unified Development Code.
 - (4) The Urban Forester shall sign and date the form, and ensure that a copy becomes part of the permanent file for the project.
- (L) *Continuing Preservation and Protection Under Approved Tree Preservation Plans and Tree preservation easements.*
- (1) In order to ensure that an applicant's heirs, successors, assigns, or any subsequent purchasers of the subject property are put on notice as to the existence and extent of an approved ~~tree preservation plan~~, Tree Preservation Areas **Easement which** shall be clearly depicted on the easement plats for large scale developments, and the final plats for nonresidential subdivisions.–This shall be accompanied by a narrative statement describing the nature of the protection afforded, and bearing the signature of the Urban Forester. Lots in residential subdivisions are expressly exempt from these requirements. If it is impractical to include the actual depiction of the canopy ~~to be in a tree preservation easement~~ **preserved** on the easement plat, or final plat itself, a note cross referencing an accompanying document shall suffice.
 - (2) The geographic extent and location of tree preservation ~~areas~~ **easements**, once recorded, may only be modified, or abolished with the express approval of the City Council. Applicants requesting such action shall bear the burden of proving to the City Council's satisfaction that such modification or abolition is in the best interest of the City of Fayetteville. Such requests shall be submitted to the Urban Forester, who shall ask the City Clerk to place it on the agenda of the next regularly scheduled City Council meeting.
 - (3) Property owners wishing to remove diseased or dead trees from within a recorded tree preservation area shall seek prior approval from the Urban Forester, who shall determine

if such removal is consistent with sound arboricultural and horticultural practices, as well as the intent of this chapter. Any tree so removed shall be replaced with a tree of like or similar species, unless the Urban Forester determines that natural replacements of sufficient health and vigor are already present in the tree preservation area.

167.05 - Tree Protection Measures And Construction

- (A) Site Inspection. A preliminary site inspection followed by periodic inspections will be conducted by the Urban Forester to ensure compliance with the tree preservation plan.
- (B) Tree Protection. ~~Tree preservation areas~~ **Trees illustrated as preserved on tree preservation plans** shall be protected from construction activity to prevent impingement by or the storage of construction vehicles, materials, debris, spoils or equipment in **areas with preserved trees** ~~tree preservation areas~~. No filling, excavating or other land disturbance shall take place in **areas with preserved trees** ~~tree preservation areas~~. Before commencing any construction activity, the applicant shall construct tree protection barriers on the site along the tree dripline or 10 feet from the trunk, whichever is greater. The applicant shall also post signs around **areas with preserved trees** ~~at each tree preservation area~~ in accordance with the **details**, standards, specifications and guidelines provided in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual. The Urban Forester may require other protective measures based upon the individual characteristics of the site and the proposed construction methods. Tree protection measures shall also protect any off-site trees, **and** the roots of which extend onto the site of the proposed construction. Any applicant damaging or destroying an off-site tree shall be required to mitigate such damage or destruction as prescribed by the Urban Forester. If the required barriers surrounding **areas with preserved trees** ~~the tree preservation areas~~ are not adequately maintained during construction, the Urban Forester shall prescribe remedial measures, and may issue a stop work order in accordance with § 153.07(C). All remedial measures shall be completed within the specified amount of time and shall be considered prior to granting final plat approval or issuing a certificate of occupancy.

167.06 - Tree Planting, Maintenance And Removal On Street Rights-Of-Way And Other Public Grounds

- (A) Follow the *Tree Preservation, Protection, and Landscape Manual*. All tree planting, maintenance or removal on public grounds shall follow the **details**, standards, specifications and guidelines provided in the City of Fayetteville *Tree Preservation, Protection, and Landscape Manual*.
- (B) *Tree Planting*. Trees may be planted within street rights-of-way or on other public grounds only after notification to the Urban Forester; and provided the selection and location of said trees are in accordance with the requirements.
- (C) *Tree Removal*. Trees shall not be removed from a street right-of-way or other public grounds unless approval is received from the Urban Forester, with the exception that city employees may remove trees when necessary to accomplish emergency repairs to sewer or water systems, or in order to alleviate flooding.
- (D) *Damage to Trees* . It shall be a violation of this chapter to damage, destroy or mutilate any tree in a public right-of-way or on other public grounds, or attach or place any rope or wire (other than one to support a young or broken tree or limb), sign, poster, handbill or any other thing to any such tree.
- (E) *Top or Cutback to Stubs*. It shall be unlawful for any person to top or cutback to stubs the crown of any tree in street rights-of-way or on other public grounds.

- (F) *Reserved Rights*. The city reserves the right to plant, preserve, prune, maintain or remove any tree within the street rights-of-way, alleys, squares, and all public grounds when such interferes with the proper spread of light along the street from a street light, or interferes with visibility of any traffic control device or sign, or as may be necessary to preserve or enhance the symmetry and beauty of such public grounds.
- (G) *Line of Sight*. Trees shall not be planted to conceal a fire hydrant from the street or impede the line of sight on any street.
- (H) *Storm Damage*. Trees severely damaged by storms, or other accidental causes, where required pruning practices are impractical are exempt from this chapter.
- (I) *City Employees*. Before cutting, pruning, removing or trimming any tree, City employees performing tree work on public grounds shall attend an educational workshop on basic tree pruning and workshop attendance shall be recorded by the Urban Forester. Employees are encouraged to seek recognized tree maintenance certifications listed in 167.07. ~~A certificate will be issued when an individual has successfully completed the workshop.~~
- (J) *Public Utilities*. Nothing in this section shall be construed to prohibit public utilities from pruning or removing trees that encroach upon electric, telephone, or cable television transmission lines, or gas, sewer or water pipes.

167.07 - Commercial Tree Pruner/Service; Certificate And Insurance Required

- (A) *Certificate Required* . Before cutting, pruning, removing, or trimming any tree within the City of Fayetteville, the owner and supervisory personnel of each business performing commercial tree work shall obtain a city issued commercial tree pruner/service certificate.
- (B) *Liability Insurance*. Each business performing commercial tree work, to include tree surgery, within the City of Fayetteville, shall be required to carry liability insurance in the following minimum amounts:
 - (1) General aggregate: \$100,000.00
 - (2) Personal & advertising: \$100,000.00
 - (3) Each occurrence: \$100,000.00

Proof of coverage shall include the name of the insurance company issuing the policy, the name of the insured, the policy number, effective and expiration dates, and the signature of an authorized representative of the insurance company.

- (C) *Workshop*. Owners and supervisory personnel shall attend an educational workshop on basic tree science and the proper techniques of tree pruning; or shall demonstrate sufficient knowledge of basic tree science and the proper techniques of tree pruning by scoring 75% or higher on a test provided by the International Society of Arboriculture (I.S.A.).
- (D) *Certificate Issuance*. A certificate shall be issued when an individual has successfully completed the workshop or scored adequately on the test.
- (E) *Job Site* . It shall be the responsibility of the business owner to ensure that a copy of the certificate is maintained at each job site.
- (F) *Supervision*. All persons engaged in the business of trimming trees shall be under the supervision of a certified tree pruner/service.
- (G) *Worker's Compensation*. Those individuals performing commercial tree work on public grounds shall comply with all worker's compensation requirements as set forth under Arkansas law and shall hold a city issued commercial tree pruner/service certificate.

- (H) *Licensure*. Those individuals performing tree surgery shall comply with licensure requirements as set forth under Arkansas law.

167.08 - Hazardous Trees

- (A) *Pruning*. Every owner of any tree overhanging a street or sidewalk within the city is responsible for pruning the branches so that such branches shall not obstruct vehicles or pedestrians.
- (B) *Order or Removal*. The mayor, or his/her duly authorized representative, is hereby authorized to order the owner of any real property within the city to cause the removal of any dead or diseased trees on their property, and further, to order compliance, when such trees constitute a hazard of life and property, or harbor insects which constitute a potential threat to other trees. Whenever any such condition is found to exist, the mayor, or his/her duly authorized representative, shall send written notice via first class mail to the property owner ordering the performance of such acts within twenty (20) days. If the property owner's identity or whereabouts are unknown, a copy of the written notice shall be posted upon the premises.
- (C) *Noncompliance*. It shall be unlawful for any person to fail or refuse to comply with any order and notice given pursuant to this section.
- (D) *Removal by City*. If the conditions described in a notice given, as set forth above, are not removed or corrected within twenty (20) days after such notice given, the mayor, or his/her duly authorized representative, is hereby authorized to enter upon the property and do whatever is necessary to correct or remove the conditions described in the notice. The costs of correcting said conditions shall be charged to the owner or owners of the property and the city shall have a lien against such property for the costs. Enforcement of the lien shall be set forth in §95.03 of the *Fayetteville Code of Ordinances*. Such action shall not be taken if the owner has evidenced a willingness to comply by hiring a qualified tree service before the expiration of the twenty (20) day period.

167.09 - Local Disaster Emergency

If it becomes necessary for the mayor to declare a local disaster emergency pursuant to A.C.A. §12-75-108(b)(2), the provisions of this chapter may be suspended for up to thirty (30) days, if strict compliance with its provisions would prevent, hinder, or delay actions necessary to cope with the disaster emergency.

167.10 - Tree Maintenance Agreements

- (A) *Maintenance Agreement and Landscape Establishment Guarantee*. All plans requesting on-site mitigation or off-site forestation shall include a binding three year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.
- (1) Approval of a plan requesting on-site mitigation or off-site forestation shall be contingent upon the applicant depositing with the city either currency, bond irrevocable letter of credit or other surety, in an amount equal to the estimated cost of materials and labor of trees at the time of planting. The bond, irrevocable letter of credit, or other surety must cover the entire three year maintenance and monitoring period. The amount shall be equal to that provided in § 167.04 (J)(4) applicant shall submit cost estimates to the Urban Forester.
- (2) Upon completion of the three (3) year landscape establishment period, the Urban Forester shall inspect the site and determine whether 90% of the trees are healthy and

have a reasonable chance of surviving to maturity. Upon such finding, the city shall release the currency, bond, or letter of credit.

- (3) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the Urban Forester. If the applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary monies from the landscape establishment guarantee to do so.
- (4) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.
- (5) However, in lieu of cash surety, letter of credit, or bond, the monitoring and maintenance requirement may also be met through proof of a three year tree maintenance contract with a landscape contractor approved by the Urban Forester. The contract shall name the City of Fayetteville as a third party beneficiary. This fully executed contract shall contain:
 - (a) Itemized proof of payment or charge for three (3) years of watering and maintenance for each required tree.
 - (b) A clause that requires that if the approved contract is breached, the developer shall either immediately supply an acceptable replacement maintenance contract or shall deposit into the city's Tree Escrow Account the ~~normal original~~ amount set forth in section §167.04(J)(4).
 - (c) After inspection by the Urban Forester at the end of the three year period, if the Urban Forester determines that less than 90% of the trees are found healthy and with a reasonable chance of surviving to maturity, the trees shall be replaced by the developer within sixty (60) days of notice from the Urban Forester. If the developer fails to comply, the city would recover losses as outlined in the contract.



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0349

Agenda Date: 7/6/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 7

TRAFFIC CALMING INSTALLATION:

A RESOLUTION TO EXPRESS THE INTENTION OF THE CITY COUNCIL TO INCLUDE FUNDING IN THE 2018 BUDGET FOR ADDITIONAL TRAFFIC CALMING INSTALLATION WITHIN CITY STREETS

WHEREAS, additional speed tables, intersection islands, street narrowing and other traffic calming infrastructure should be installed in City streets to slow down vehicular traffic.

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 intention to include funding in the 2018 budget for additional traffic calming infrastructure to be installed within City streets.

AGENDA REQUEST FORM

FOR: Council Meeting of July 6, 2017

FROM: City Council Members Alan Long and Matthew Petty

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO EXPRESS THE INTENTION OF THE CITY COUNCIL TO
INCLUDE FUNDING IN THE 2018 BUDGET FOR ADDITIONAL TRAFFIC CALMING
INSTALLATION WITHIN CITY STREETS

APPROVED FOR AGENDA:



City Council Member Alan Long

06/08/2017

Date

City Council Member Matthew Petty

Date



City Attorney Kit Williams
(as to form)

June 7, 2017

Date

RESOLUTION NO. _____

A RESOLUTION TO EXPRESS THE INTENTION OF THE CITY COUNCIL TO INCLUDE FUNDING IN THE 2018 BUDGET FOR ADDITIONAL TRAFFIC CALMING INSTALLATION WITHIN CITY STREETS

WHEREAS, additional speed tables, intersection islands, street narrowing and other traffic calming infrastructure should be installed in City streets to slow down vehicular traffic.

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 intention to include funding in the 2018 budget for additional traffic calming infrastructure to be installed within City streets.

PASSED and APPROVED this 6th day of July, 2017.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA SMITH, City Clerk/Treasurer



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0343

Agenda Date: 7/6/2017

Version: 1

Status: Agenda Ready

In Control: City Council Agenda Session

File Type: Presentation

Agenda Number: D. 1

AGENDA SESSION PRESENTATION - CH2M ANNUAL REPORT, STEVE CARPENTER



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0328

Agenda Date: 7/6/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number: D. 2

AGENDA SESSION PRESENTATION - SUMMARY OF THE APRIL 29, 2017 FLOODING EVENT

1
Pre Agenda Meeting 6/27/17

City of Fayetteville, Arkansas

*113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323*



Meeting Agenda - Tentative Agenda

Tuesday, June 27, 2017

4:30 PM

City Hall Room 326

City Council Agenda Session

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Sarah Bunch Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:

*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions

A. Consent:

A/1 2016-0578

APPROVAL OF THE JUNE 20, 2017 CITY COUNCIL MEETING MINUTES.

A/2 2017-0317

BID #17-33 VANCE BROTHERS, INC.:

A RESOLUTION TO AWARD BID #17-33 AND AUTHORIZE A CONTRACT WITH VANCE BROTHERS, INC. FOR ASPHALT MICROSURFACING OF CITY STREETS AT A COST OF \$2.28 PER SQUARE FOOT AS NEEDED THROUGH THE END OF 2017

Attachments: BID #17-33 VANCE BROTHERS, INC.

A/3 2017-0311

BID #17-34 GRAND TRUCK EQUIPMENT COMPANY, LLC:

A RESOLUTION TO AWARD BID #17-34 AND AUTHORIZE THE PURCHASE OF A FORD F550 WITH DAKOTA BODY AND AERIAL PLATFORM FROM GRAND TRUCK EQUIPMENT COMPANY, LLC OF AFTON, OKLAHOMA IN THE AMOUNT OF \$103,115.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments: BID #17-34 GRAND TRUCK EQUIPMENT COMPANY, LLC
BA BID #17-34 GRAND TRUCK EQUIPMENT COMPANY, LLC

A/4

2017-0312**BID #17-35 LEWIS FORD SALES, INC.:**

A RESOLUTION TO AWARD BID #17-35 AND AUTHORIZE THE PURCHASE OF A FORD E350 BOX TRUCK FROM LEWIS FORD SALES, INC. OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$37,007.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: BID #17-35 LEWIS FORD SALES, INC.

A/5

2017-0310**BID #17-36 ALTEC INDUSTRIES, INC.:**

A RESOLUTION TO AWARD BID #17-36 AND AUTHORIZE THE PURCHASE OF A FORD F750 WITH ALTEC AERIAL PLATFORM FROM ALTEC INDUSTRIES, INC. OF CREEDMOOR, NORTH CAROLINA IN THE AMOUNT OF \$132,212.00 FOR USE BY THE PARKS AND RECREATION DEPARTMENT AND THE TRANSPORTATION DEPARTMENT

Attachments: BID #17-36 ALTEC INDUSTRIES, INC.

A. 6

2017-0309**BID #17-37 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC.:**

A RESOLUTION TO AWARD BID #17-37 AND AUTHORIZE THE PURCHASE OF A JOHN DEERE 5100E TRACTOR WITH MOWING ATTACHMENT AND A JOHN DEERE 6110M TRACTOR WITH MOWING ATTACHMENT FROM COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC. IN THE TOTAL AMOUNT OF \$202,099.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments: BID #17-37 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC.

A/7 2017-0324**ARKANSAS OCCUPATIONAL MEDICINE SERVICES, P.A. D/B/A ARKANSAS
OCCUPATIONAL HEALTH CLINIC:**

A RESOLUTION TO AUTHORIZE A ONE YEAR CONTRACT WITH AN OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS WITH ARKANSAS OCCUPATIONAL MEDICINE SERVICES, P.A. D/B/A ARKANSAS OCCUPATIONAL HEALTH CLINIC IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR PHYSICAL EXAMS AND HEALTH SCREENINGS FOR FIRE DEPARTMENT EMPLOYEES AT A COST OF \$264.00 TO \$575.00 PER EXAM

Attachments: ARKANSAS OCCUPATIONAL MEDICINE SERVICES, P.A. D/B/A ARKANSAS O

B. Unfinished Business:B/1 2017-0268**RZN 17-5776: (1320 S. COLLEGE AVE./SUGARLAND PROPERTIES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5776 FOR APPROXIMATELY 0.31 ACRES LOCATED AT 1320 SOUTH COLLEGE AVENUE FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE, URBAN

Attachments: RZN 17-5776: (1320 S. COLLEGE AVE./SUGARLAND PROPERTIES)

At the June 20, 2017 City Council Meeting this ordinance was was left on the second reading. At the June 6, 2017 City Council Meeting this ordinance was was left on the first reading.

C. New Business:

✓
C1 2017-0320

BID #17-32 GOINS ENTERPRISES, INC.:

A RESOLUTION TO AWARD BID #17-32 AND AUTHORIZE A CONTRACT WITH GOINS ENTERPRISES, INC. IN THE AMOUNT OF \$1,919,872.00 FOR THE CONSTRUCTION OF THE MARTIN LUTHER KING, JR. BOULEVARD, HUNTSVILLE ROAD, AND GARDEN PARK APARTMENTS WATERLINE IMPROVEMENT PROJECTS, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$288,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: BID #17-32 GOINS ENTERPRISES, INC.
BA BID #17-32 GOINS ENTERPRISES, INC.

✓
C2 2017-0287

COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA:

A RESOLUTION TO APPROVE A CHANGE IN THE CITY'S PUBLIC ACCESS TELEVISION POLICY AND TO AMEND THE CONTRACT WITH COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA TO EXPAND PUBLIC ACCESS SERVICES TO RESIDENTS OF WASHINGTON COUNTY AND BENTON COUNTY FOR AN ANNUAL FEE OF \$50.00

Attachments: COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA.

✓
C3 2017-0338

RZN 17-5802: (147 E. SPRING ST./TEAGUE):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5802 FOR APPROXIMATELY 0.31 ACRES LOCATED AT 147 EAST SPRING STREET FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE, URBAN

Attachments: RZN 17-5802: (147 E. SPRING ST./TEAGUE)

CV4 2017-0335**RZN 17-5803: (E. OF OLD MISSOURI RD. & ROLLING HILLS DR. KEENAN):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5803 FOR APPROXIMATELY 10.86 ACRES LOCATED EAST OF THE INTERSECTION OF OLD MISSOURI ROAD AND ROLLING HILLS DRIVE FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES, GENERAL

Attachments: RZN 17-5803 (E. OF OLD MISSOURI RD. & ROLLING HILLS DR./ KEENAN)

CV5 2017-0337**VAC 17-5815 (429 N. VINSON AVE./MERRITT):**

AN ORDINANCE TO APPROVE VAC 17-5815 FOR PROPERTY LOCATED AT 492 NORTH VINSON AVENUE TO VACATE A PORTION OF A STREET RIGHT-OF-WAY

Attachments: VAC 17-5815 (429 N. VINSON AVE./MERRITT)

CV6 2017-0332**AMEND CHAPTER 167: TREE PRESERVATION AND PROTECTION:**

AN ORDINANCE TO AMEND CHAPTER 167 **TREE PRESERVATION AND PROTECTION** OF THE UNIFIED DEVELOPMENT CODE TO MAKE CLERICAL REVISIONS INCLUDING DEFINING CERTAIN TERMS, REMOVING DEFINITIONS OF TERMS THAT ARE DEFINED IN OTHER PORTIONS OF THE UNIFIED DEVELOPMENT CODE, AND CORRECTING AMBIGUOUS OR UNCLEAR NAMES AND TERMS

Attachments: AMEND CHAPTER 167: TREE PRESERVATION AND PROTECTION

CV7 2017-0349**TRAFFIC CALMING INSTALLATION:**

A RESOLUTION TO EXPRESS THE INTENTION OF THE CITY COUNCIL TO INCLUDE FUNDING IN THE 2018 BUDGET FOR ADDITIONAL TRAFFIC CALMING INSTALLATION WITHIN CITY STREETS

Attachments: Legistar Packet - RES Traffic Calming

D. City Council Agenda Session Presentations:

D\1 2017-0343

AGENDA SESSION PRESENTATION - CH2M ANNUAL REPORT, STEVE
CARPENTER

D\2 2017-0328

AGENDA SESSION PRESENTATION - SUMMARY OF THE APRIL 29, 2017
FLOODING EVENT

E. City Council Tour:

F. Announcements:

G. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE

Pre Agenda Meeting 6-21-17

City of Fayetteville, Arkansas

*113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323*



Meeting Agenda - Tentative Agenda

Thursday, July 6, 2017

4:30 PM

City Hall Room 326

City Council Agenda Session

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Sarah Bunch Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:
*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:****Agenda Additions****A. Consent:****A. 1 2016-0578**

APPROVAL OF THE JUNE 20, 2017 CITY COUNCIL MEETING MINUTES.

A. 22017-0320**BID #17-32 GOINS ENTERPRISES, INC.:**

A RESOLUTION TO AWARD BID #17-32 AND AUTHORIZE A CONTRACT WITH GOINS ENTERPRISES, INC. IN THE AMOUNT OF \$1,919,872.00 FOR THE CONSTRUCTION OF THE MARTIN LUTHER KING, JR. BOULEVARD, HUNTSVILLE ROAD, AND GARDEN PARK APARTMENTS WATERLINE IMPROVEMENT PROJECTS, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$288,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: BID #17-32 GOINS ENTERPRISES, INC.BA BID #17-32 GOINS ENTERPRISES, INC.**AV3**2017-0317**BID #17-33 VANCE BROTHERS, INC.:**

A RESOLUTION TO AWARD BID #17-33 AND AUTHORIZE A CONTRACT WITH VANCE BROTHERS, INC. FOR ASPHALT MICROSURFACING OF CITY STREETS AT A COST OF \$2.28 PER SQUARE FOOT AS NEEDED THROUGH THE END OF 2017

Attachments: BID #17-33 VANCE BROTHERS, INC.

AV 4 2017-0311

BID #17-34 GRAND TRUCK EQUIPMENT COMPANY, LLC:

A RESOLUTION TO AWARD BID #17-34 AND AUTHORIZE THE PURCHASE OF A FORD F550 WITH DAKOTA BODY AND AERIAL PLATFORM FROM GRAND TRUCK EQUIPMENT COMPANY, LLC OF AFTON, OKLAHOMA IN THE AMOUNT OF \$103,115.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments: BID #17-34 GRAND TRUCK EQUIPMENT COMPANY, LLC
 BA BID #17-34 GRAND TRUCK EQUIPMENT COMPANY, LLC

AV 5 2017-0312

BID #17-35 LEWIS FORD SALES, INC.:

A RESOLUTION TO AWARD BID #17-35 AND AUTHORIZE THE PURCHASE OF A FORD E350 BOX TRUCK FROM LEWIS FORD SALES, INC. OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$37,007.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: BID #17-35 LEWIS FORD SALES, INC.

AV 6 2017-0310

BID #17-36 ALTEC INDUSTRIES, INC.:

A RESOLUTION TO AWARD BID #17-36 AND AUTHORIZE THE PURCHASE OF A FORD F750 WITH ALTEC AERIAL PLATFORM FROM ALTEC INDUSTRIES, INC. OF CREEDMOOR, NORTH CAROLINA IN THE AMOUNT OF \$132,212.00 FOR USE BY THE PARKS AND RECREATION DEPARTMENT AND THE TRANSPORTATION DEPARTMENT

Attachments: BID #17-36 ALTEC INDUSTRIES, INC.

AV7

2017-0309**BID #17-37 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC.:**

A RESOLUTION TO AWARD BID #17-37 AND AUTHORIZE THE PURCHASE OF A JOHN DEERE 5100E TRACTOR WITH MOWING ATTACHMENT AND A JOHN DEERE 6110M TRACTOR WITH MOWING ATTACHMENT FROM COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC. IN THE TOTAL AMOUNT OF \$202,099.00 FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments:BID #17-37 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC.2017-0287**COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA:**

A RESOLUTION TO APPROVE A CHANGE IN THE CITY'S PUBLIC ACCESS TELEVISION POLICY AND TO AMEND THE CONTRACT WITH COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA TO EXPAND PUBLIC ACCESS SERVICES TO RESIDENTS OF WASHINGTON COUNTY AND BENTON COUNTY FOR AN ANNUAL FEE OF \$50.00

Attachments:COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA

AV9

2017-0324**ARKANSAS OCCUPATIONAL MEDICINE SERVICES, P.A. D/B/A ARKANSAS OCCUPATIONAL HEALTH CLINIC:**

A RESOLUTION TO AUTHORIZE A ONE YEAR CONTRACT WITH AN OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS WITH ARKANSAS OCCUPATIONAL MEDICINE SERVICES, P.A. D/B/A ARKANSAS OCCUPATIONAL HEALTH CLINIC IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR PHYSICAL EXAMS AND HEALTH SCREENINGS FOR FIRE DEPARTMENT EMPLOYEES AT A COST OF \$264.00 TO \$575.00 PER EXAM

Attachments:ARKANSAS OCCUPATIONAL MEDICINE SERVICES, P.A. D/B/A ARKANSAS O**B. Unfinished Business:**

BV1 2017-0268**RZN 17-5776: (1320 S. COLLEGE AVE./SUGARLAND PROPERTIES):**

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✓ C.3 2017-0337

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✓ Attachments: VAC 17-5815 (429 N. VINSON AVE./MERRITT)

CV4 2017-0332

AMEND CHAPTER 167: TREE PRESERVATION AND PROTECTION:

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Attachments: AMEND CHAPTER 167: TREE PRESERVATION AND PROTECTION

Add: Traffic Calming
D. City Council Agenda Session Presentations:

↖ (D.1) 2017-0328

AGENDA SESSION PRESENTATION - SUMMARY OF THE APRIL 29, 2017 FLOODING EVENT

(D.2) 2017-0343

AGENDA SESSION PRESENTATION - CH2M ANNUAL REPORT, STEVE CARPENTER

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