

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
November 7, 2017**

A meeting of the Fayetteville City Council was held on November 7, 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.

1. Monthly Financial Report - Paul Becker

Agenda Additions

A. Consent:

1. Approval of the October 17, 2017 City Council Meeting Minutes.

Approved

2. **BID #17-50 JA RIGGS TRACTOR COMPANY:** A resolution to award bid #17-50 and authorize the purchase of a Caterpillar 930m four-wheel drive articulated loader from JA Riggs Tractor Company of Springdale, Arkansas in the amount of \$175,962.00 for use by the recycling and trash collection division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 224-17

3. **PROFESSIONAL TURF PRODUCTS, L.P.:** A resolution to authorize the purchase of a Toro ground master 4000d From Professional Turf Products, L.P. of Lenexa, Kansas in the amount of \$65,156.88, pursuant to a National Joint Powers Alliance Cooperative Purchasing Contract, for use by the parks and recreation department, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 225-17

4. **ALAMO INDUSTRIAL:** A resolution to authorize the purchase of an Alamo Ridgerunner remote control slope mower from Alamo Industrial of Seguin, Texas in the amount of \$48,220.66, pursuant to a National Joint Powers Alliance Cooperative Purchasing Contract, for use by the parks and recreation department, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 226-17

5. **MHC KENWORTH:** A resolution to authorize the purchase of a 2018 Kenworth T800 truck tractor from MHC Kenworth of Springdale, Arkansas in the amount of \$135,052.44, pursuant to a National Joint Powers Alliance Cooperative purchasing contract, for use by the Wastewater Treatment Division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 227-17

6. **HAZMAT SERVICES REVENUE:** A resolution to approve a budget adjustment in the amount of \$5,603.00 recognizing hazmat services revenue received from Washington County and increasing the related expense budget.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 228-17

7. **2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT:** A resolution to authorize acceptance of a 2017 Arkansas Department of Environmental Quality Grant through the Boston Mountain Solid Waste District in the amount of \$8,000.00 for the purchase of food waste carts for the composting program, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 229-17

8. **CAMPBELL BELL PROPERTY OWNERS ASSOCIATION, INC.:** A resolution to approve a lease agreement with the Campbell Bell Property Owners Association, Inc. for fourteen (14) parking spaces in Fayetteville Municipal Parking Lot 1, located at 160 West Mountain Street, for an additional five (5) years at a monthly cost of \$50.00 per parking space.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 230-17

- 9. BLOCKER & WALLACE SERVICE, LLC:** A resolution to authorize a service contract with Blocker & Wallace Service, LLC in the total amount of \$31,355.18 for the repair of two mechanical blower units used at the West Side Water Resource Recovery Facility.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 231-17

- 10. RFP #17-06 COLLECTION BUREAU OF AMERICA, LTD:** A resolution to award RFP #17-06 and authorize a one year contract with Collection Bureau of America, LTD for account collection services with an option to renew for up to four (4) additional one year terms.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 232-17

- 11. ARKANSAS ROOFING KOMPANY CONWAY, INC. CHANGE ORDER 2:** A resolution to approve change order no. 2 to the contract with Arkansas Roofing Kompany Conway, Inc. in the amount of \$55,000.00 by expanding the project scope to include rehabilitation of the South Delta Aviation hangar roof and installation of gutters on the Wings Avionics hangar.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 233-17

- 12. GRANICUS, INC.:** A resolution to approve the first amendment to the contract with Granicus, Inc. in the amount of \$1,140.00 for the purchase of a virtual performance accelerator, and to approve an annual 10% project contingency for the purchase of software, maintenance, and licenses for the Granicus System.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 234-17

- 13. L.D. 'ABBY" ABBIATTI BOAT RAMP:** A resolution to name the boat ramp at Lake Fayetteville the "L.D. 'Abby' Abbiatti Boat Ramp" in honor of the late L.D. Abbiatti.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 235-17

- 14. NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION:** A resolution to approve a one-year contract with the Northwest Arkansas Regional Planning Commission in the amount of \$41,505.61 for a Storm Water Education Program for 2018.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 236-17

B. Unfinished Business:

- 1. SMALL CELL COMMUNICATIONS FACILITIES:** An ordinance to enact § 110.03 small cell facilities and networks into chapter 110: telecommunication franchise, billposting, and small cell facilities and networks.

AT THE NOVEMBER 7, 2017 CITY COUNCIL MEETING THIS ORDINANCE WAS TABLED TO NOVEMBER 21, 2017 AND ON THE THIRD READING.

- 2. RZN 17-5925: (820 S. GOVERNMENT AVE./BARNES):** An ordinance to rezone that property described in rezoning petition rzn 17-5925 for approximately 1.73 acres located at 820 South Government Avenue from rmf-24, residential multifamily, 24 units per acre, msc, main street center, and i-1, heavy commercial & light industrial to i-1, heavy commercial & light industrial.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO 6006

C. New Business:

- 1. BID #17-49 DIAMOND INTERNATIONAL TRUCKS, INC.:** A resolution to award bid #17-49 and authorize the purchase of five (5) international 7300 4x2 recycling trucks with kann bodies from Diamond International Trucks, Inc. d/b/a Summit Truck Group of Lowell, Arkansas in the total amount of \$845,500.00 for use by the recycling and trash collection division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO 237-17

- 2. ARKANSAS CRIME INFORMATION CENTER BID WAIVER:** An ordinance to waive the requirements of formal competitive bidding through 2022, and to authorize payments to the Arkansas Crime Information Center for fees related to state computer and teleprocessing transactions in 2017.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6007

- 3. RZN 17-5933 (1324 W. CLEVELAND ST./ARKANSAS LEGACY, LLC):** An ordinance to rezone that property described in rezoning petition rzn 17-5933 for approximately 3.29 acres located at 1324 West Cleveland Street from rsf-4, residential single family, 4 units per acre to nc, neighborhood conservation and ri-u, residential intermediate-urban subject to a bill of assurance.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6008

- 4. CENTRAL EMERGENCY MEDICAL SERVICES:** A resolution to approve the sale of the property and building at 833 North Crossover Road to Central Emergency Medical Services for use as an ambulance station for \$175,000.00 and to approve Mayor Jordan's execution of a deed and any other necessary documents to effectuate this sale.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 238-17

- 5. VIP CLUB:** An ordinance to approve the application of Sami Ammar Haddaji, on behalf of VIP Club for a permit to operate as a private club in the City of Fayetteville at 326 North West Avenue #6.

**AT THE NOVEMBER 7, 2017 CITY COUNCIL MEETING THIS ORDINANCE
WAS LEFT ON THE FIRST READING.**

D. City Council Agenda Session Presentations

E. City Council Tour: None

F. Announcements

Adjournment: 8:19 p.m.

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

7-0

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

Subject:	Consent				
Motion To:					
Motion By:		<i>Approve</i>			
Seconded:		<i>Kinion</i>			
		<i>La Tour</i>			
Consent	Marsh	<i>Absent</i>			
A. 1 - A. 14 <i>Approved</i> <i>22417</i> <i>236-17</i>	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Long	<i>Absent</i>			
	Gray	<i>✓</i>			
	Mayor Jordan				

6-0

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

Subject:		SMALL CELL COMMUNICATIONS FACILITIES			
Motion To:		3rd Read	Amend	Table to 11-21-17	
Motion By:		Gray	Kinion	La Tour	
Seconded:		Kinion	Petty	Petty	
B. 1 Unfinished Business Tabled to 11-21-17 Should Read	Marsh	absent	absent	absent	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	recuse	recuse	recuse	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	absent	absent	absent	
	Gray	✓	✓	✓	
	Mayor Jordan	✓			
		6-0	5-0	5-0	

Subject:		RZN 17-5925: (820 S. GOVERNMENT AVE./BARNES)			
Motion To:		3rd Read	Approve		
Motion By:		Gray			
Seconded:		Tennant			
B. 2 Unfinished Business Approved 6006	Marsh	absent	absent		
	Kinion	✓	✓		
	Petty	✓	✓		
	Tennant	✓	✓		
	Bunch	✓	✓		
	La Tour	✓	✓		
	Long	absent	absent		
	Gray	✓	✓		
	Mayor Jordan				
		6-0	5-1		

Subject:	BID #17-49 DIAMOND INTERNATIONAL TRUCKS, INC.				
Motion To:		<i>Approve</i>			
Motion By:		<i>La Tour</i>			
Seconded:		<i>Bunch</i>			
C. 1 New Business <i>Approved</i> <i>237-17</i>	Marsh	<i>absent</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Long	<i>absent</i>			
	Gray	<i>✓</i>			
	Mayor Jordan				

6-0

Subject:	ARKANSAS CRIME INFORMATION CENTER BID WAIVER				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Approve</i>	
Motion By:		<i>Gray</i>	<i>Gray</i>		
Seconded:		<i>Tennant</i>	<i>La Tour</i>		
C. 2 New Business <i>Approved</i> <i>6007</i>	Marsh	<i>Absent</i>	<i>Absent</i>	<i>Absent</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>Absent</i>	<i>absent</i>	<i>absent</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Mayor Jordan				

6-0

6-0

6-0

Subject:	RZN 17-5933 (1324 W. CLEVELAND ST./ARKANSAS LEGACY, LLC)				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Approve</i>	
Motion By:		<i>Gray</i>	<i>La Tour</i>		
Seconded:		<i>La Tour</i>	<i>Gray</i>		
C. 3 New Business <i>Approved</i> <i>6008</i>	Marsh	<i>Absent</i>	<i>absent</i>	<i>absent</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>absent</i>	<i>absent</i>	<i>absent</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Mayor Jordan				

*6-0**6-0**6-0*

Subject:	CENTRAL EMERGENCY MEDICAL SERVICES				
Motion To:		<i>Approve</i>			
Motion By:		<i>Gray</i>			
Seconded:		<i>La Tour</i>			
C. 4 New Business <i>Approved</i> <i>238-17</i>	Marsh	<i>Absent</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Long	<i>Absent</i>			
	Gray	<i>✓</i>			
	Mayor Jordan				

6-0

Subject:	VIP CLUB				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Approve</i>	
Motion By:					
Seconded:					
C. 5 New Business <i>Left on</i> <i>the</i> <i>first</i> <i>Reading</i>	Marsh	<i>Absent</i>	<i>absent</i>	<i>absent</i>	
	Kinion				
	Petty				
	Tennant				
	Bunch				
	La Tour				
	Long	<i>absent</i>	<i>absent</i>	<i>absent</i>	
	Gray				
	Mayor Jordan				

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



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: **November 8, 2017**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of November 7, 2017**

1. A resolution to award bid #17-50 and authorize the purchase of a Caterpillar 930M Four-Wheel Drive Articulated Loader from JA Riggs Tractor Company of Springdale, Arkansas in the amount of \$175,962.00 for use by the Recycling and Trash Collection Division.
2. A resolution to authorize the purchase of a Toro Ground Master 4000D from Professional Turf Products, L.P. of Lenexa, Kansas in the amount of \$65,156.88, pursuant to a National Joint Powers Alliance Cooperative Purchasing Contract, for use by the Parks and Recreation Department, and to approve a budget adjustment.
3. A resolution to authorize the purchase of an Alamo Ridgerunner Remote Control Slope Mower from Alamo Industrial of Seguin, Texas in the amount of \$48,220.66, pursuant to a National Joint Powers Alliance Cooperative Purchasing Contract, for use by the Parks and Recreation Department, and to approve a budget adjustment.
4. A resolution to authorize the purchase of a 2018 Kenworth T800 Truck Tractor from MHC Kenworth of Springdale, Arkansas in the amount of \$135,052.44, pursuant to a National Joint Powers Alliance Cooperative Purchasing Contract, for use by the Wastewater Treatment Division.
5. A resolution to approve a budget adjustment in the amount of \$5,603.00 recognizing hazmat services revenue received from Washington County and increasing the related expense budget.
6. A resolution to authorize acceptance of a 2017 Arkansas Department of Environmental Quality Grant through the Boston Mountain Solid Waste District in the amount of \$8,000.00 for the purchase of food waste carts for the composting program, and to approve a budget adjustment.

7. A resolution to approve a lease agreement with the Campbell Bell Property Owners Association, Inc. for fourteen (14) parking spaces in Fayetteville Municipal Parking Lot 1, located at 160 West Mountain Street, for an additional five (5) years at a monthly cost of \$50.00 per parking space.

8. A resolution to authorize a service contract with Blocker & Wallace Service, LLC in the total amount of \$31,355.18 for the repair of two mechanical blower units used at the West Side Water Resource Recovery Facility.

9. A resolution to award RFP #17-06 and authorize a one year contract with Collection Bureau of America, LTD for account collection services with an option to renew for up to four (4) additional one year terms.

10. A resolution to approve change order no. 2 to the contract with Arkansas Roofing Company Conway, Inc. in the amount of \$55,000.00 by expanding the project scope to include rehabilitation of the South Delta Aviation Hangar Roof and installation of gutters on the Wings Avionics Hangar.

11. A resolution approve the first amendment to the contract with Granicus, Inc. in the amount of \$1,140.00 for the purchase of a virtual performance accelerator, and to approve an annual 10% project contingency for the purchase of software, maintenance, and licenses for the Granicus System.

12. A resolution to name the boat ramp at Lake Fayetteville the "L.D. 'Abby' Abbiatti Boat Ramp" in honor of the late L.D. Abbiatti.

13. A resolution to approve a one-year contract with the Northwest Arkansas Regional Planning Commission in the amount of \$41,505.61 for a Stormwater Education Program for 2018.

14. An ordinance to rezone that property described in rezoning petition RZN 17-5925 for approximately 1.73 acres located at 820 South Government Avenue from RMF- 24, Residential Multi Family, 24 units per acre, MSC, Main Street Center, and I-1, Heavy Commercial & Light Industrial to I-1, Heavy Commercial & Light Industrial.

15. A resolution to award bid #17-49 and authorize the purchase of five (5) International 7300 4x2 Recycling Trucks with Kann Bodies from Diamond International Trucks, Inc. d/b/a Summit Truck Group of Lowell, Arkansas in the total amount of \$845,500.00 for use by the Recycling and Trash Collection Division.

16. An ordinance to waive the requirements of formal competitive bidding through 2022, and to authorize payments to the Arkansas Crime Information Center for fees related to state computer and teleprocessing transactions in 2017.

17. An ordinance to rezone that property described in rezoning petition RZN 17-5933 for approximately 3.29 acres located at 1324 West Cleveland Street from RSF-4, Residential Single Family, 4 units per acre to NC, Neighborhood Conservation and RI-U, Residential Intermediate-Urban subject to a bill of assurance.

18. A resolution to approve the sale of the property and building at 833 North Crossover Road to Central Emergency Medical Services for use as an ambulance station for \$175,000.00 and to approve Mayor Jordan's execution of a deed and any other necessary documents to effectuate this sale.

City of Fayetteville, Arkansas

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



Meeting Agenda - Final Agenda

Tuesday, November 7, 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:****1.**[2017-0538](#)

MONTHLY FINANCIAL REPORT - PAUL BECKER

Agenda Additions:**A. Consent:****A. 1**[2016-0586](#)

APPROVAL OF THE OCTOBER 17, 2017 CITY COUNCIL MEETING MINUTES.

A. 2[2017-0601](#)**BID #17-50 JA RIGGS TRACTOR COMPANY:**

A RESOLUTION TO AWARD BID #17-50 AND AUTHORIZE THE PURCHASE OF A CATERPILLAR 930M FOUR-WHEEL DRIVE ARTICULATED LOADER FROM JA RIGGS TRACTOR COMPANY OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$175,962.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: [BID #17-50 JA RIGGS TRACTOR COMPANY](#)

A. 3 [2017-0597](#)**PROFESSIONAL TURF PRODUCTS, L.P.:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A TORO GROUND MASTER 4000D FROM PROFESSIONAL TURF PRODUCTS, L.P. OF LENEXA, KANSAS IN THE AMOUNT OF \$65,156.88, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [PROFESSIONAL TURF PRODUCTS, L.P.](#)
 [BA PROFESSIONAL TURF PRODUCTS, L.P.](#)

A. 4 [2017-0599](#)**ALAMO INDUSTRIAL:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF AN ALAMO RIDGERUNNER REMOTE CONTROL SLOPE MOWER FROM ALAMO INDUSTRIAL OF SEGUIN, TEXAS IN THE AMOUNT OF \$48,220.66, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [ALAMO INDUSTRIAL](#)
 [BA_ALAMO INDUSTRIAL](#)

A. 5 [2017-0602](#)**MHC KENWORTH:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2018 KENWORTH T800 TRUCK TRACTOR FROM MHC KENWORTH OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$135,052.44, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT, FOR USE BY THE WASTEWATER TREATMENT DIVISION

Attachments: [MHC KENWORTH](#)

A. 6 [2017-0583](#)**HAZMAT SERVICES REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,603.00 RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED FROM WASHINGTON COUNTY AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: [HAZMAT SERVICES REVENUE](#)
 [BA_HAZMAT SERVICES REVENUE](#)

A. 7 [2017-0584](#)**2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT THROUGH THE BOSTON MOUNTAIN SOLID WASTE DISTRICT IN THE AMOUNT OF \$8,000.00 FOR THE PURCHASE OF FOOD WASTE CARTS FOR THE COMPOSTING PROGRAM, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT](#)
 [BA_2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT](#)

A. 8 [2017-0603](#)**CAMPBELL BELL PROPERTY OWNERS ASSOCIATION, INC.:**

A RESOLUTION TO APPROVE A LEASE AGREEMENT WITH THE CAMPBELL BELL PROPERTY OWNERS ASSOCIATION, INC. FOR FOURTEEN (14) PARKING SPACES IN FAYETTEVILLE MUNICIPAL PARKING LOT 1, LOCATED AT 160 WEST MOUNTAIN STREET, FOR AN ADDITIONAL FIVE (5) YEARS AT A MONTHLY COST OF \$50.00 PER PARKING SPACE

Attachments: [CAMPBELL BELL PROPERTY OWNERS ASSOCIATION, INC.](#)

A. 9 [2017-0606](#)**BLOCKER & WALLACE SERVICE, LLC:**

A RESOLUTION TO AUTHORIZE A SERVICE CONTRACT WITH BLOCKER & WALLACE SERVICE, LLC IN THE TOTAL AMOUNT OF \$31,355.18 FOR THE REPAIR OF TWO MECHANICAL BLOWER UNITS USED AT THE WEST SIDE WATER RESOURCE RECOVERY FACILITY

Attachments: [BLOCKER & WALLACE SERVICE, LLC](#)

A. 10 [2017-0608](#)**RFP #17-06 COLLECTION BUREAU OF AMERICA, LTD:**

A RESOLUTION TO AWARD RFP #17-06 AND AUTHORIZE A ONE YEAR CONTRACT WITH COLLECTION BUREAU OF AMERICA, LTD FOR ACCOUNT COLLECTION SERVICES WITH AN OPTION TO RENEW FOR UP TO FOUR (4) ADDITIONAL ONE YEAR TERMS

Attachments: [RFP #17-06 COLLECTION BUREAU OF AMERICA, LTD.pdf](#)

A. 11 [2017-0613](#)**ARKANSAS ROOFING KOMPANY CONWAY, INC. CHANGE ORDER 2:**

A RESOLUTION TO APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH ARKANSAS ROOFING KOMPANY CONWAY, INC. IN THE AMOUNT OF \$55,000.00 BY EXPANDING THE PROJECT SCOPE TO INCLUDE REHABILITATION OF THE SOUTH DELTA AVIATION HANGAR ROOF AND INSTALLATION OF GUTTERS ON THE WINGS AVIONICS HANGAR

Attachments: [ARKANSAS ROOFING KOMPANY CONWAY, INC. CHANGE ORDER 2](#)

A. 12 [2017-0596](#)**GRANICUS, INC.:**

A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO THE CONTRACT WITH GRANICUS, INC. IN THE AMOUNT OF \$1,140.00 FOR THE PURCHASE OF A VIRTUAL PERFORMANCE ACCELERATOR, AND TO APPROVE AN ANNUAL 10% PROJECT CONTINGENCY FOR THE PURCHASE OF SOFTWARE, MAINTENANCE, AND LICENSES FOR THE GRANICUS SYSTEM

Attachments: [GRANICUS, INC.](#)

A. 13 [2017-0609](#)**L.D. 'ABBY' ABBIATTI BOAT RAMP:**

A RESOLUTION TO NAME THE BOAT RAMP AT LAKE FAYETTEVILLE THE "L.D. 'ABBY' ABBIATTI BOAT RAMP" IN HONOR OF THE LATE L.D. ABBIATTI

Attachments: [L.D. 'ABBY' ABBIATTI BOAT RAMP](#)

A. 14 [2017-0612](#)**NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION:**

A RESOLUTION TO APPROVE A ONE-YEAR CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$41,505.61 FOR A STORMWATER EDUCATION PROGRAM FOR 2018

Attachments: [NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION](#)

B. Unfinished Business:**B. 1** [2017-0532](#)**SMALL CELL COMMUNICATIONS FACILITIES:**

AN ORDINANCE TO ENACT § 110.03 SMALL CELL FACILITIES AND NETWORKS INTO CHAPTER 110: TELECOMMUNICATION FRANCHISE, BILLPOSTING, AND SMALL CELL FACILITIES AND NETWORKS

Attachments: [SMALL CELL COMMUNICATIONS FACILITIES](#)
 [ADDITIONAL SMALL CELL COMMUNICATIONS FACILITIES](#)

*At the October 17, 2017 City Council Meeting this ordinance was left on the second reading.
At the October 3, 2017 City Council Meeting this ordinance was left on the first reading.*

B. 2 [2017-0564](#)**RZN 17-5925: (820 S. GOVERNMENT AVE./BARNES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5925 FOR APPROXIMATELY 1.73 ACRES LOCATED AT 820 SOUTH GOVERNMENT AVENUE FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE, MSC, MAIN STREET CENTER, AND I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL TO I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL

Attachments: [RZN 17-5925: \(820 S. GOVERNMENT AVE./BARNES\)](#)

At the October 17, 2017 City Council Meeting this ordinance was left on the second reading.

C. New Business:**C. 1** [2017-0600](#)**BID #17-49 DIAMOND INTERNATIONAL TRUCKS, INC.:**

A RESOLUTION TO AWARD BID #17-49 AND AUTHORIZE THE PURCHASE OF FIVE (5) INTERNATIONAL 7300 4X2 RECYCLING TRUCKS WITH KANN BODIES FROM DIAMOND INTERNATIONAL TRUCKS, INC. D/B/A SUMMIT TRUCK GROUP OF LOWELL, ARKANSAS IN THE TOTAL AMOUNT OF \$845,500.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: [BID #17-49 DIAMOND INTERNATIONAL TRUCKS, INC.](#)

C. 2 [2017-0604](#)**ARKANSAS CRIME INFORMATION CENTER BID WAIVER:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING THROUGH 2022, AND TO AUTHORIZE PAYMENTS TO THE ARKANSAS CRIME INFORMATION CENTER FOR FEES RELATED TO STATE COMPUTER AND TELEPROCESSING TRANSACTIONS IN 2017

Attachments: [ARKANSAS CRIME INFORMATION CENTER BID WAIVER](#)

C. 3 [2017-0598](#)**RZN 17-5933 (1324 W. CLEVELAND ST./ARKANSAS LEGACY, LLC):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5933 FOR APPROXIMATELY 3.29 ACRES LOCATED AT 1324 WEST CLEVELAND STREET FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION AND RI-U, RESIDENTIAL INTERMEDIATE-URBAN SUBJECT TO A BILL OF ASSURANCE

Attachments: [RZN 17-5933 \(1324 W. CLEVELAND ST./ARKANSAS LEGACY, LLC\)](#)

C. 4 [2017-0610](#)**CENTRAL EMERGENCY MEDICAL SERVICES:**

A RESOLUTION TO APPROVE THE SALE OF THE PROPERTY AND BUILDING AT 833 NORTH CROSSOVER ROAD TO CENTRAL EMERGENCY MEDICAL SERVICES FOR USE AS AN AMBULANCE STATION FOR \$175,000.00 AND TO APPROVE MAYOR JORDAN'S EXECUTION OF A DEED AND ANY OTHER NECESSARY DOCUMENTS TO EFFECTUATE THIS SALE

Attachments: [CENTRAL EMERGENCY MEDICAL SERVICES](#)

C. 5 [2017-0616](#)**VIP CLUB:**

AN ORDINANCE TO APPROVE THE APPLICATION OF SAMI AMMAR HADDAJI, ON BEHALF OF VIP CLUB FOR A PERMIT TO OPERATE AS A PRIVATE CLUB IN THE CITY OF FAYETTEVILLE AT 326 NORTH WEST AVENUE #6

Attachments: [VIP CLUB](#)

D. City Council Agenda Session Presentations:**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.

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

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

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

Old Business and New Business:

Presentations by Staff and Applicants: Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. 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 old 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 City Council. 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 a City Council member 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.

CityClerk

From: Norton, Susan
Sent: Monday, October 30, 2017 5:09 PM
To: CityClerk
Subject: FW: Final Administrative Comments on Small Cell Facilities Ordinance
Attachments: Townes.Ordinance Comments-signed.pdf; TownsendLetterRoche.pdf; Townsend5GDeploymentTimeline.pdf

Categories: Completed

Dear Sondra – Will you please forward this to the City Council for our discussion at the Agenda Session tomorrow? Thank you. Susan

Dear City Council -

As you know, the City of Fayetteville has an aggressive agenda for digital inclusion and broadband deployment while maintaining our community's aesthetic values, safety standards, and an even playing field for all telecommunications providers. We have continued to work over several months with providers, incorporating a majority of the modifications they have requested; however, we are reluctant to concede any points that would undercut the aesthetic standards we are trying to set.

For example, the 500 foot spacing requirement was modified to only impact new poles that do not fit within the existing streetscape but it has been misinterpreted to mean 500 feet between all facilities. Providers can leverage existing poles to install equipment as needed, regardless of the spacing requirements. If an existing pole can not be used to provide coverage, new structures can be installed within the 500 foot area as long as they are camouflaged or use stealth technology. During all of our discussions in person and over email, and in the very presentation they gave the Council two weeks ago showing photos of proposed structures, the providers indicate they understand the value of stealth and camouflage technologies for aesthetic purposes.

After the presentation on the Small Cell Facilities ordinance at the October 17 City Council meeting, I forwarded the final draft of the ordinance and the synthesized staff comments to telecommunications providers who have been following this item, asking that they submit any new substantive comments to me by COB Wednesday, October 25. We did not receive additional comments from those providers who attended the October 17 City Council meeting. We did, however, receive additional comments from one firm representing the Townes Telecommunications Company in Lewisville, Arkansas.

Townes is an existing local exchange carrier in southwest Arkansas who recently entered the potential 5G market in our region with the purchase of spectrum from the Federal Communications Commission auction.

This firm wishes to find a 5G project that is a fit for our region. Townes is discussing 5G based WIFI; the other carriers are discussing 4G cellular (to boost service within saturated networks) with intent to implement 5G at the same locations when standards are adopted.

The information presented by the consultant on behalf of Townes Telecommunications is attached. As you can see, they have no issues with the ordinance in the areas objected to by some cellular providers with respect to stealth/camouflage, height, distance between poles, and co-location.

The administration will not be making any further changes requested by the providers and recommends that you consider the red-lined draft that is before you. For now, we believe we have written flexibility into the ordinance in an effort to accommodate providers today and in the future. The administration desires feedback from the City Council and will make adjustments as the Council deems appropriate.

Thank you.

Team @FYVGOV (Susan, Blake, Keith, Don, Garner)

LAW OFFICES
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ENGINEERING CONSULTANT

ARTHUR BLOOSTON
1914 – 1999

October 11, 2017

WRITER'S CONTACT INFORMATION

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202-828-5510

VIA Federal Express and Electronic Mail

Devin Howland, CEcD
Director of Economic Vitality
City of Fayetteville City Council
113 W. Mountain Street
City of Fayetteville, AR 72701
Email: dhowland@fayetteville-ar.gov

RE: Small Cell Ordinance Comments

Dear Mr. Howland:

I represent Townes Telecommunications, Inc. ("Townes"), and I have been asked by our consultant Edward M. Roche provide you with Townes' comments on the proposed Small Cell Ordinance that was discussed in the City Council meeting October 3rd, 2017. Townes is a local Arkansas company headquartered at 120 East First Street, in Lewisville, Arkansas. Townes is the sole owner of the 5G spectrum license for the 28 GHz for the counties of Fayetteville, Springdale and Rogers. The reserved spectrum under the FCC's Universal Licensing System is titled "Local Multipoint Distribution Service License" and has the call sign WPOJ979.¹

In preparing comments on the proposed Small Cell Ordinance that was discussed at the City Council Meeting held on October 3, 2017, Townes has examined the following documents: (1) the video of the meeting, beginning at 2 minutes 30 seconds;² (2) The City of Fayetteville Staff Review Form 2017-0532 Registrar File ID 10/3/2017; (3) the City Council Memo, September 18, 2017 from Susan Norton to the Mayor and City Council; (4) Exhibit "A", which is a copy of the draft ordinance named "110.03 Small Cell Facilities and Networks;" and (5) a

¹ The details of this license are available on the FCC website at the following URL:
<http://wireless2.fcc.gov/UlsApp/UlsSearch/license.jsp?licKey=210718>

² As found at the following URL:
http://accessfayetteville.granicus.com/MediaPlayer.php?view_id=14&clip_id=5710

slide presentation titled “Small Cells are a Big Deal,” October 3, 2017, n.a., n.p. (referred to as “the Slides”). In addition, Townes has considered the comments in that same meeting provided by representatives from Mobility, Smith Communications, Verizon, and AT&T, particularly the statement by AT&T that one reason why “co-location” of antennas is not technically feasible is because AT&T “will be using interference spectrum”. Finally, Townes has considered a comment by one Council Member that the fees suggested in the proposed Small Cell Ordinance are “extremely magnanimous” (on the part of the City of Fayetteville). In response, Townes respectfully submits the following comments for your consideration:

Issue (1): Additional Equipment Installed on Poles Supporting Antennas

The City Council has not been provided complete information regarding the amount of equipment that is necessary to support a 5G antenna, and has the impression that much more equipment is needed than actually is. Specifically, Townes refers to a picture labeled “Samples of Small Cell Towers” found on Page 4 of the Slides, in which a significant amount of other pieces of equipment apart from the antenna are shown, including: (a) a fiber/telecom junction box; (b) radio packs; (c) grounding bar; (d) antenna coax; (e) electric meter; and (f) breaker panel/disconnect. Given all of this equipment, it is reasonable for anyone to be concerned with a visual “technology blight” disturbing the pristine landscape for which Fayetteville is famous.

In our view, this picture is deceptive. See Figure 1 below. It is a photograph of a 5G 28 GHz wireless installation. As you can see, all of the extra equipment mentioned above in the Slides is not necessary. On the contrary, the size of the antenna in Figure 1 is about the same as a pineapple. (Note: In Figure 1, the small rectangular shape near the bottom of the pole is a traffic sign, not a piece of supporting technology). This is because the 5G system in Figure 1 is using a different type of architecture than what the City Council has been shown in the Slides. Specifically, the antenna in Figure 1 is using “self-configuring mesh network” architecture instead of an individual connection with a terrestrial fiber optic network that relies on terrestrial cables. In the mesh network, the backbone Internet signals are passed from one antenna to another. In other words, there is no terrestrial connection, and therefore no need for these excessive structures on the supporting pole. Please note also that in Figure 1 you are looking at not a test or demonstration network, but a live network in service today.



Figure 1: In-Service 5G 28 GHz antenna. Location 52°12'47.43N 0°06'39.05"E. (The rectangular shape near the bottom of the pole is a traffic sign, not part of any telecommunications infrastructure.)

Issue (2): The Co-Location Rule

The spectrum that Townes is proposing to use is licensed. There will not be any other carrier operating on these 5G frequencies without its permission. As a consequence, since any co-location by definition will not have antennas operating at our licensed frequencies, Townes has no objection to the co-location rule. Townes shares with the City of Fayetteville the view that co-location is an efficient and ecologically sound way to both better utilize existing resources, protect the environment, and minimize the visual “technology blight” in the City that would occur with unconstrained and reckless deployment of too many antennas.

Issue (3): 500 Foot Rule Regarding Separation of Antennas

The typical propagation of unobstructed 5G signals is 1-2 kilometers. If there are obstructions, then the propagation is small. With today’s technology, obstruction can be caused by (a) trees and leaves and (b) buildings. However, the new 5G antenna technology being developed, called MIMO (multiple-input and multiple-output) uses a “method for multiplying the capacity of a radio link using multiple transmit and receive antennas to exploit multi-path propagation.” Included in the R&D engineering design for 5G is the ability of antennas to bounce signals off of buildings, and thereby “go around” solid structures, thereby avoiding the need for strict line-of-sight. These technologies are being developed under the program of standardization managed by the International Telecommunications Union (ITU), an international organization based in Geneva, Switzerland. But these standards will not be available for at least 2 years, probably more.

The reason the vendor comments you have received thus far are cold towards the 500 foot rule is that they are not envisioning deployment of “real” 5G. Instead, they are planning on deployment of a less-sophisticated technology that is reliant on non-licensed spectrum. Such technology will not have the sophistication of “true 5G”, which will include the MIMO capabilities described above. The essence of the objection expressed by other vendors is that they wish each to be able to erect their own separate antennas to service the exact same geographic area, such as a public park or other place where many persons will be found. We believe it is in the interest of the City of Fayetteville to seek more clarification regarding the exact technologies being considered by each vendor in their “5G” deployments.

Issue (4): Thirty Feet Height Restriction

In our view, it is perfectly reasonable for the City of Fayetteville to be concerned with the placement of numerous tall antennas everywhere. If completely unrestricted, the City will start to look from the air like a spine-laden puffer-fish. However, in the type of architecture Townes is proposing, the access to the Internet will be provided not by the linking of each antenna into a terrestrial fiber cable, which is expensive and unsightly, but instead via a wireless link to an Internet “Point-of-Presence” (PoP), located on a building, or possibly on a cell tower. If the Internet PoP is located on a cell tower, then like other antennas on a cell tower, our 5G antenna

needs to be located at a height greater than 30 feet. Except for our PoP antenna, if located on a cell tower, Townes does not envision any need for our service antennas to be located higher than 30 feet. To resolve this issue, Townes recommends that the City implement a waiver process so that the rule can be set aside when circumstances warrant, such as a small cell antenna being used solely for PoP purposes to supply Internet to a 5G mesh antenna network is located on a cell tower that already is zoned for providing antenna infrastructure, and that is of a height of greater than 30 feet.

Issue (5): The Need for Providing Dark Fiber

During the October 5, 2017 City Council meeting, mention was made of “providing dark fiber” as a condition of installing 5G antennas. We have been unable to locate this specific provision in the copy of the Ordinance that Townes are in possession of. We would comment, however, that the type of architecture Townes is considering avoids the use of unsightly and expensive terrestrial cables for antenna access to the Internet. As a consequence, if there is a requirement to provide “dark fiber” for each antenna, then this rule would be unduly burdensome and expensive. In addition, it would completely bypass the advantages of the “all-wireless” architecture Townes are proposing. Therefore, Townes would suggest that the City of Fayetteville amend its ordinance so that providing “dark fiber” would be required only in situations where the antenna being installed is itself dependent upon directly connected terrestrial wired network infrastructure to get to its Internet PoP.

Issue (6): The Fees (Application Fee; Annual Fee)

Under the proposed Ordinance, there are two fees envisioned. The first is a \$200 dollar application fee. The second is an annual \$250 fee. It is our presumption that the \$200 dollar application fee is to compensate for the considerable effort that will by necessity be expended by the City of Fayetteville in consideration and review of applications. Townes finds the application fee to be reasonable, or even generous, on the part of the City of Fayetteville. The company is concerned, however, about the \$250 dollar annual fee. The 5G architecture proposed by Townes will require many more antennas than previous generations of wireless technology. Specifically, Townes has estimated that adequate 5G coverage for the Bentonville, Springdale, and Fayetteville region, it easily would require 5,000 to 10,000 antennas. This would be an annual fee of \$1-2.5 million dollars per year. Such an annual fee would be prohibitively expensive for Townes and, likely, any other similarly situated entity.

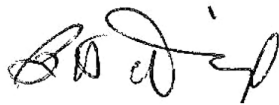
It is Townes’ understanding that the annual fee is based on the assumption that the builders of these antennas are major carriers who will be using their “5G” antennas to supplement services (such as 4G) that they already provide to tens of thousands of customers. But Townes does not have 4G mobile customers that are providing hundreds of millions of dollars per year in revenues; rather, Townes is a “pure” 5G carrier, not a “hybrid” 5G carrier able to cross-subsidize across lucrative wireless services. The annual fee, as proposed, would clearly

prevent small local carriers who do not have the deep pockets to cross-subsidize 5G services using revenue streams from other services from entering the market, and FCC rules prohibit municipalities from adopting ordinances that have the effect of erecting barriers to entry in wireless telecommunications.³

Townes also believes that the ordinance should recognize that there are circumstances in which this annual fee and application fee should be waived altogether. For example, Townes intends to propose the cities of Fayetteville, Bentonville, and Springdale provide Wi-Fi for their very popular and useful Trails system through Townes. The cities would pay for this service and then provide it to its citizens, similar to provisioning of electrical power. Except in this case, Wi-Fi service would be provided for free to citizens as part of the Trails system, and the citizens would pay for this in the same way they pay for Parks in general. Under these circumstances, then every effort must be made to reduce to the lowest possible level the cost of this system.

Townes looks forward to bringing 5G technology to this market and very much appreciates the opportunity to share its views with the City Council. Please do not hesitate to contact the undersigned with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Dickens, Jr.", with a stylized flourish at the end.

Benjamin H. Dickens, Jr.

General Counsel, Townes Telecommunications, Inc.

³ 47 U.S.C. 332(c).

3. Small Cell Facilities and Networks

(A) Definitions: As used in § 110.03, the following terms shall have the meanings set out below:

(1) *Antenna* means communications equipment that transmits or receives electromagnetic radio signals used in the provision of telecommunications services:

(a) *Distributed antenna system (DAS)* means a network that distributes radio frequency signals and consisting of:

1. Remote communications or Antenna nodes deployed throughout a desired coverage area, each including at least one Antenna for transmission and reception;
2. A high capacity signal transport medium that is connected to a central communications hub site; and
3. Radio transceivers located at the hub's site to process or control the communications signals transmitted and received through the Antennas to provide Wireless or mobile Service within a geographic area or structure.

(b) *Small Cell Facility* means a Telecommunications Facility that meets both of the following qualifications:

1. Each Antenna is located inside an enclosure of no more than six (6) cubic feet in volume, or in the case of an Antenna that has exposed elements, the Antenna and all of the Antenna's exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and
2. Primary equipment enclosures that are no larger than 17 cubic feet in volume, or facilities comprised of such higher limits as the FCC has excluded from review pursuant to 54 U.S.C. § 306108. Accessory Facilities may be located outside the primary equipment, and if so located, are not to be included in the calculation of equipment volume. Accessory Facilities includes, but is not limited to, any electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, cut-off switch and vertical cable runs for the connection of power and other services.

(c) *Small Cell Network* means a collection of interrelated Small Cell Facilities designed to deliver wireless service.

Proposed Ordinance to be introduced to 10/03/17 City Council Agenda

- (2) *Applicant* means any person or entity that is engaged in the business of providing wireless services or the wireless infrastructure required for wireless services.
- (3) *Competing local exchange carrier* means a telecommunications provider that has received a certificate of public convenience and necessity from the Arkansas Public Service Commission under the authority of Ark. Code Ann. § 23-17-409 and is authorized to install equipment and operate within the public rights of way or on public or private property in the City of Fayetteville. This shall include distributed antenna systems, small cell facilities and small cell networks.
- (4) *Person* means any individual, resident, citizens, business firm, corporation, partnership, governmental agency, or institution.
- (5) *Streets* means all streets, roads, highways, alleys, rights-of-way, public utility easements, public property, public ways and air space over such streets, roads, alleys, public rights-of-way, public utility easements, public property and public ways located within the geographic limits of the city.
- (6) *Telecommunications* means the transmission, between or among points specified by the user, of information of the user's choosing without change in the form or content of the information sent and received, whether wired or wireless.
- (7) *Telecommunications facilities or facilities* means all conduits, manholes, poles, antennas, transceivers, wires, cable (including fiber optic cable) and appurtenances owned or utilized by a telecommunications provider or third party infrastructure provider and located in, under or over the streets of the city or on public or private property and utilized in the provision of telecommunications services. This includes without limit, towers of all types, and base stations, including but not limited to buildings, church steeples, water towers, signs, or other structures that can be used as a support structure for antennas or the functional equivalent of such. It further includes all related accessory facilities associated with the site. It is a structure and facility intended for transmitting and/or receiving, wireless services, Specialized Mobile Radio (SMR), personal communications services (PCS), commercial satellite services, microwave services, radio, television, and any commercial Wireless Service not licensed by the FCC.
- (8) *Telecommunications Provider or provider* means any person, firm, corporation, partnership or other business entity, other than the city, that provides telecommunications services within or without the geographic boundaries of the city by utilizing telecommunications facilities to provide telecommunications services. This shall include competing local exchange carriers or businesses that install small cell facilities on behalf of telecommunications providers.
- (9) *Telecommunications services or services* means any service delivering telecommunications by a telecommunications provider that the provider is authorized to provide under federal, state and local law, except that these terms do not include cable service as defined by the Cable Communications

Proposed Ordinance to be introduced to 10/03/17 City Council Agenda

Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, 47 U.S.C. §521 et seq., and the Telecommunications Act of 1996.

- (B) Compliance with State and Federal Regulations. Applicant shall comply with all applicable state and federal regulations. Proof of compliance shall be provided upon request of the Zoning and Development Administrator.
- (C) Consolidated Application. An applicant may file one consolidated application for a small cell network of up to ten (10) individual small cell facilities of a substantially similar design every seven calendar days. The City may require a separate application for any small cell facilities that are not of a substantially similar design.
- (D) An applicant shall submit with the application all documentation or other evidence required by the Zoning and Development Administrator to sufficiently establish the structural soundness of proposed facilities.
- (E) Administrative Approval of Co-Located Facilities. The Zoning and Development Administrator, following an administrative review, may approve the following facility installations:
 - (1) Locating on Existing Structures. Installation of facilities on an existing structure other than a tower (such as a building, light pole, electric transmission tower, water tank, or other free-standing non-residential structure) provided that the facilities do not extend any higher than the existing structure. The Zoning and Development Administrator may grant a variance of up to five (5) feet in height when such additional height is necessary for improved functionality or safety.
 - (a) Facilities Placed on Top of Buildings. When facilities extend above the roof height of a building on which it is mounted, every effort shall be made to conceal the facility within or behind existing architectural features to limit its visibility from public ways. Facilities mounted on a roof shall be stepped back from the front façade in order to limit their impact on the building's silhouette.
 - (b) Facilities Placed on Sides of Buildings. Facilities which are side-mounted on buildings shall be camouflaged (such as in a light fixture), shrouded, painted or constructed of materials to match the color of the building material directly behind them, and shall not extend above the roof line or extend more than two (2) feet from the façade of the building.
 - (2) Locating on Existing Tower Not Previously Approved Through §163.13 of the U.D.C. Existing towers that do not have facilities may not add such capability without securing a conditional use permit. Antennas may be replaced by similar antennas at the same height and for the same basic usage as the antennas being replaced.
 - (3) Locating on Existing Towers Previously Approved Through §163.13. Additional facilities may be placed upon any tower already approved through §163.14 of the U.D.C. so long as such additional facilities would not violate any requirements of the conditional use permit or other provisions of §163.13.

Proposed Ordinance to be introduced to 10/03/17 City Council Agenda

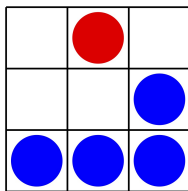
- (4) The applicant must submit a letter of intent indicating the intent and agreement to share space.
 - (5) If proposed facilities are not or cannot be adequately camouflaged, the City may require the installation of new stealth facilities.
 - (6) Any disturbance of City infrastructure (such as, but not limited to, streets, sidewalks, and utilities) shall be repaired and restored by the applicant at its expense and to a condition at least as good as that existing before the work causing such disturbance was commenced.
 - (7) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$250.00 for each facility co-located on an existing structure in the public rights-of-way.
- (F) Administrative Approval of New Facilities in Public Rights of Way. Providers proposing the construction or installation of new facilities in the public rights of way shall comply with following requirements:
- (1) Construction Maintenance. The provisions of § 110.02(E) shall govern the process of approval for the construction or installation of any new facilities within the public rights of way.
 - (2) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$250.00 for each new facility located in the public right of way.
 - (3) Height Limitations. New facilities placed by the provider in public rights of way are permitted to be a maximum height of no more than six (6) feet above the median height of other telecommunications facilities in the block for the proposed location, but in no event taller than thirty (30) feet above grade.
 - (4) Camouflaging or Stealth Technology Required. New facilities shall be designed to be camouflaged to the greatest extent possible including, but not limited to, use of compatible building materials and colors, incorporation within street lights, screening, landscaping, and placement within trees. All antenna arrays, cables, and other accessories used for providing the services shall not be obtrusive or noticeably visible. The Zoning and Development Administrator may approve the installation of a standard utility pole in areas where such installation will not degrade the streetscape but any facilities shall be camouflaged to the greatest extent possible. Camouflaging and stealth technology shall be required in all residential areas, improvement districts (including, but not limited to, the Dickson Street area and College Avenue improvement corridor), and any area in which utilities have been installed or relocated underground. Understanding that new technologies are anticipated to change the components of telecommunications facilities, the Administrator may determine if a telecommunications facility or component of a telecommunications facility is designed to be stealth.

Proposed Ordinance to be introduced to 10/03/17 City Council Agenda

- (5) Fall Zone. The minimum distance from the base of any facility to any residential dwelling unit shall be the lower height or required setback, whichever is greater, unless all persons owning said residence or the land on which said residences are located consent in a sign writing to the construction of said facility. This setback is considered a "fall zone." In the event that an existing facility is proposed as a mount for the provider's equipment, a fall zone shall not be required.
- (6) Distance between new facilities. New facilities, excluding facilities camouflaged to fit within the streetscape (e.g., facilities incorporated within a street light), shall be spaced a minimum of five hundred feet (500') from any other new facility approved under this section.
- (7) Information Required to Process Requests for New Facilities.
 - (a) Provide a map of the geographic area that your project will serve;
 - (b) Provide a map that shows other existing or planned facilities that will be used by the telecommunications provider who is making the application;
 - (c) Provide a map that shows other potential standalone locations for your facility that have been explored;
 - (d) Provide a scaled site plan containing information showing the property boundaries, proposed facility, existing land use, surrounding land uses and zoning, access road(s) location and surface material, existing and proposed structures and topography. The plan shall indicate proposed landscaping, fencing, parking areas, location of any signage and specifications on proposed lighting of the facility;
 - (e) Describe why the proposed location is superior, from a community perspective, to other potential locations. Factors to consider in the community perspective should include: visual aspects, setbacks, and proximity of single-family residences;
 - (f) Describe your efforts to co-locate your facility on existing structures, one of the poles or towers that currently exists, or is under construction. The applicant should demonstrate a good faith effort to co-locate with other carriers. The city may deny a request to construct or install a new structure by an applicant that has not demonstrated a good faith effort to provide for co-location. Such good faith effort includes:
 - 1. A survey of all existing structures that may be feasible sites for co-locating wireless communications facilities;
 - 2. Contact with all other telecommunications providers;
 - 3. Sharing information necessary to determine if co-location is feasible under the design configuration most accommodating to co-location; and

Proposed Ordinance to be introduced to 10/03/17 City Council Agenda

4. Letter from tower or pole owner stating why co-location is not feasible.
 - (g) Describe how you will accommodate equipment of other telecommunications providers that could co-locate on your facility. Describe how this accommodation will impact both your pole and your ground mounted facilities. Provide documentation of your provider's willingness to accommodate other providers who may be able to co-locate on your facility.
- (8) Application Time Frame. A final decision shall be issued for applications under subsection (D) within 60 calendar days. This timeframe may be tolled by mutual agreement or in cases in which the City determines that the application is incomplete. To toll the timeframe for incompleteness, the City shall provide written notice to the applicant within 30 days of receipt of the application, clearly and specifically delineating all missing documents and information. The timeframe shall begin running again when the applicant submits the supplemental documents or information in response to the City's notice. The City then has 10 days to notify the applicant that the supplemental submission did not provide the information identified in the original notice. Second or subsequent notices may not specify missing documents or information that were identified in the original notice of incompleteness.
- (G) New Structures on Private Property. Telecommunications providers proposing the construction or installation of new poles or towers on privately owned property in the City shall comply with the provisions of § 163.13 **Wireless Communications Facilities** and shall obtain a conditional use permit.
- (H) New Facilities on Public Property. The City of Fayetteville will actively market its own property and existing facilities as suitable co-location sites. As noted above, the review process is shortened and simplified when a request for location or co-location on city property is submitted by applicant. An annual lease amount should be charged according to the fair market value of the location. In cases in which the company no longer needs the facility, the city may require it to be removed. Applicants may be required to provide co-location space for city-owned facilities.
- (I) Pedestrian access and safety. All facilities shall be installed in such a manner not to impede, restrict, or adversely impact pedestrian or vehicular safety or convenience, or violate any provision of the Americans with Disabilities Act.
- (J) Emergency removal or relocation of facilities. The City retains the right to cut or move any facility located within its rights-of-way as the City, in its sole discretion, may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. City shall notify the provider after cutting or removing any facility within its rights-of-way. If circumstances permit, the City shall notify the provider in advance of any cutting or removal and give the provider an opportunity to move its own facilities.



BARRACLOUGH

Edward M. Roche

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October 24, 2017

Mrs. Susan Norton
Director
Department of Communications and Marketing
City of Fayetteville, Arkansas 72701

Dear Mrs. Norton

Your question regarding spectrum is actually complicated, but I will summarize as best I can the situation.

ADOPTION OF THE 5G STANDARDS

I have attached a time-line of milestones in the evolution of 5G. This work is being done through the International Telecommunications Union (ITU). The standardization process is one of collaboration between carriers and vendors (manufacturers) of telecommunications equipment.

The way it works is that the carriers conduct a number of experiments and when they find a solution that seems to work, they submit it as a standard. Naturally, more than one standard can emerge.

It is important to note that a “standard” is not necessarily the only way to do something. But instead, it is something that a carrier chooses based both on its performance (reliability) but also on how adoption of that particular solution will fit with the business plans of the carrier.

What you can see from the time-line is that we can expect at least some standards to be adopted by a vote at the ITU in late 2018. After that, and depending on what the carriers decide to do, the manufacturers (Nokia¹; Ericsson²) will begin ramping up their manufacturing of equipment, based on incoming orders from the carriers. After

¹Nokia sold its cell phone business to Microsoft, but purchased Alcatel, and what was Bell Laboratories. Nokia, regardless of its Finnish name, is actually the old Bell Labs.

²The world’s largest manufacturer of equipment is the Chinese company Huawei, but the U.S. Government has issued a report that *strongly* discourages any use of Huawei equipment because of fears of industrial and other espionage. As a consequence, it is doubtful you will find any responsible U.S. carrier or other vendor using Huawei equipment.

that, the roll-out of services will begin, and we can expect Fayetteville to get 5G in the 2020 period (although some carriers may claim what they are offering earlier than that is “5G”).

So that summarizes in a superficial way the 5G time-line.

LICENSED AND UNLICENSED SPECTRUM

I have also attached a slide on spectrum. It shows the Townes band, but also the other frequencies that may be used for 5G communications.

Lets move from Right to Left.

On the right hand side, you can see three bands 71-76, 81-86, and 92-96Ghz that are the “E-Band”. These are extremely high-capacity channels, but you should note that no one except possibly the military has any equipment for this yet. So it is really irrelevant for at least half of a decade and possibly longer.

Next (coming from Right to Left) you see the 57-64Ghz band that is unlicensed. Because of the high frequency, this spectrum will not go through trees, is absorbed by oxygen itself, and will be used mostly indoors, like in a factory environment. Again, this is not really relevant to your Small Cells Ordinance, because it is highly doubtful that anyone is going to be attempting to run 60Ghz channels outdoors.

Next (moving Right to Left) we have the LMDS band which is licensed, and which in your area is owned by Townes Telecommunications of Lewisville, Arkansas. (We are not a giant multinational carrier like AT&T and Verizon.)

Then on the left hand side, it gets more interesting. There is the 3.5Ghz band. That is almost certainly what Verizon and AT&T are planning on hanging on your Small Cells around Fayetteville, if allowed to.

But the licensing scheme for the 3.5 spectrum is a little different. This is the CBRS or Citizens Broadband Radio Service. In this spectrum, the users (carriers) will be divided into three classes. Class I are the *incumbents*. These have the right to use the spectrum without interference of others. Example: some fixed satellite companies. Class II are call Priority Access Licenses (PALs). There is a limit of only 4 PALs in limited geographic areas, and for three years. PALs are divided up into into 7 segments each of 10Mhz size. Class III is called General Authority Access and has the lowest priority. In this band, the carriers will “fight” with each other to use this spectrum. *This almost certainly is why the carriers object to the co-location rules of the Small Cell Ordinance.* If they are forced to co-locate, then it will increase problems of competition for spectrum (since it is not licensed).

WRAPPING UP

What the carriers (AT&T and Verizon) are planning is to install 3.5Ghz antennas using unlicensed spectrum. After this is in place, then persons using mobile phones (or other wireless devices) will be able to “jump” onto these faster circuits when they are

available.

For example, if a person is streaming video on their mobile device over the LTE network, then when they walk near to a carrier's 3.5Ghz antenna, the network will switch their session over to these faster circuits. Whether or not the carriers call this "5G" in some sense is a marketing issue.

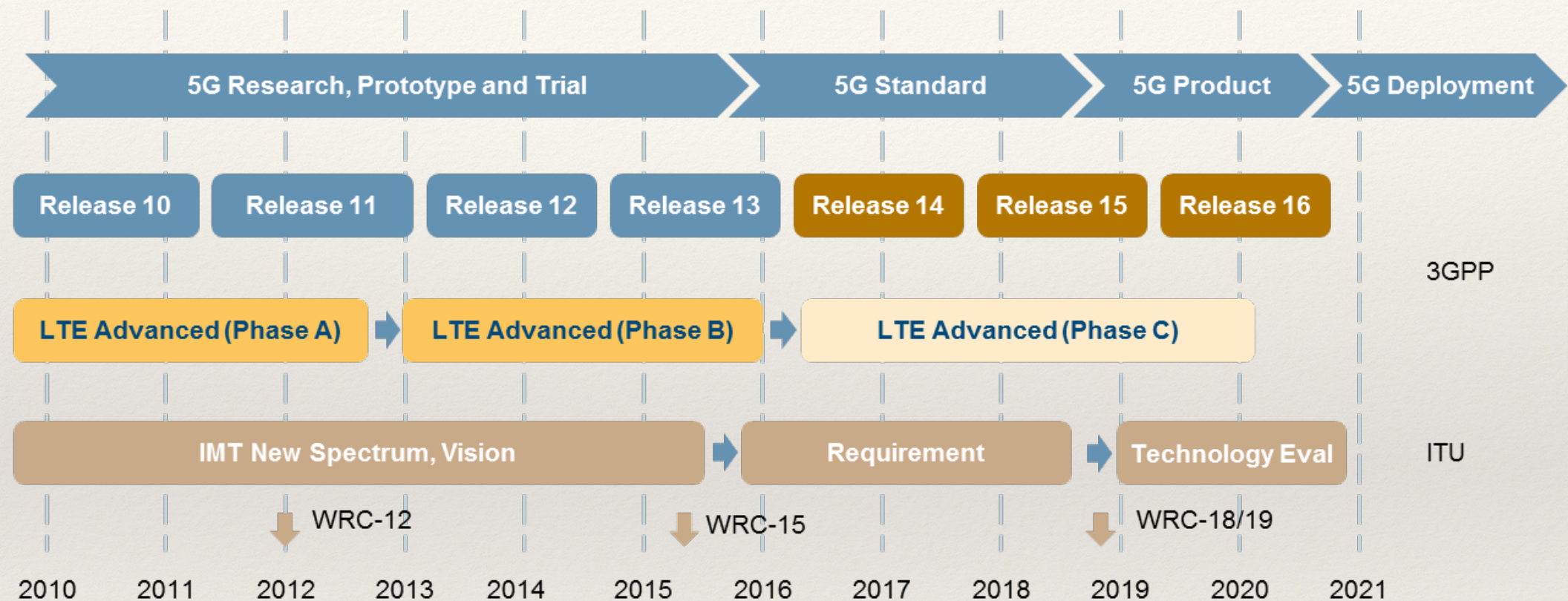
The higher-speed bandwidth that Townes is working with has a few key differences. First, it is very much faster. Second, it will not require users to be tied to a carrier in order to get access to network services. One will not need a contract with Verizon or AT&T.

What we are going to propose soon to the City of Fayetteville is a way to use this higher-speed spectrum to provide WiFi to your Trails system, *without* all of the complex equipment that needs to be hung on the poles of the 3.5Ghz solution. Our solution will be many times less expensive, unless the carriers decide to compete by simply dumping their services into the market by cross-subsidizing them from other revenue-streams. Since we will be using licensed spectrum, then we do not care about co-location issues. And we also do not care too much about the rules on appearance of the poles, because our solution is so small and uncluttered.

I hope that has given you a reasonable picture of the spectrum issues, and I hope that it has answered your question. If you have any other questions, then please feel free to contact me.

Yours cordially,

Edward M. Roche



Council Member Adella Gray
Ward 1 Position 1

Council Member Sarah Marsh
Ward 1 Position 2

Council Member Mark Kinion
Ward 2 Position 1

Council Member Matthew Petty
Ward 2 Position 2



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

Council Member Justin Tennant
Ward 3 Position 1

Council Member Sarah Bunch
Ward 3 Position 2

Council Member John La Tour
Ward 4 Position 1

Council Member Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
October 17, 2017**

A meeting of the Fayetteville City Council was held on October 17, 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: Council Members Adella Gray, Sarah Marsh, Mark Kinion, Matthew Petty, Justin Tennant, Sarah Bunch, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Council Member Sarah Bunch arrived at 5:36 p.m.

Absent: Council Member John La Tour.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

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

Agenda Additions:

Agenda Additions: The following item was tabled indefinitely at the October 3, 2017 City Council meeting. Aviation is requesting that this item be removed from the table and the resolution amended. New information regarding this project will be emailed prior to the October 17, 2017 City Council meeting.

Arkansas Department of Aeronautics: A resolution to authorize the application for an 80/20 matching grant from the Arkansas Department of Aeronautics in the amount of \$148,720.00 for rehabilitation of the terminal parking lot at Drake Field. *At the October 3, 2017 City Council Meeting this resolution was removed from consent and tabled indefinitely.*

Council Member Marsh moved to remove the item from the table. **Council Member Tennant** seconded the motion. Upon roll call the motion passed 6-0. **Council Members Gray, Marsh, Kinion, Petty, Tennant, and Long** voting yes. **Council Member Bunch** was absent during the vote. **Council Member La Tour** was absent.

Summer Fallen, Airport Services Manager gave a brief description of the resolution.

City Attorney Kit Williams: The only real change on the resolution is in the amount. It went from \$148,720 to \$135,900.

Council Member Long moved to amend the amount from \$148,720 to \$135,900. **Council Member Tennant** seconded the motion. Upon roll call the motion passed 6-0. **Council Members Gray, Marsh, Kinion, Petty, Tennant, and Long** voting yes. **Council Member Bunch** was absent during the vote. **Council Member La Tour** was absent.

Don Marr, Chief of Staff: The reason we are bringing this forward is that the State Aeronautics Division is voting on this today. It is contingent on your passing of it tonight in order for the funding to take place. This is revenue specific to this month and could go away the next month.

Council Member Long moved to approve the resolution. **Council Member Gray** seconded the motion. Upon roll call the motion passed 6-0. **Council Members Gray, Marsh, Kinion, Petty, Tennant, and Long** voting yes. **Council Member Bunch** was absent during the vote. **Council Member La Tour** was absent.

Resolution 212-17 as recorded in the office of the City Clerk

Consent:

Approval of the October 3, 2017 City Council Meeting Minutes.

Approved

State of Arkansas Cooperative Procurement Computer Software Purchase: A resolution to approve the purchase of software on an as-needed basis from various vendors pursuant to a National Association of State Procurement Officials ValuePoint cooperative purchasing agreement through April 7, 2018, and any future renewal periods.

Resolution 213-17 as recorded in the office of the City Clerk

State Procurement Officials ValuePoint Cooperative Purchasing Agreement: A resolution to approve the purchase of computers on an as-needed basis from various vendors pursuant to a National Association of State Procurement Officials ValuePoint Cooperative purchasing agreement through March 31, 2020, and any future renewal periods.

Resolution 214-17 as recorded in the office of the City Clerk

NEOGOV, Inc. Amendment: A resolution to approve an amendment to the 2010 and 2013 service agreements with NEOGOV, Inc. in the amount of \$23,530.50 for the renewal of applicant tracking and performance evaluation software licenses through December 15, 2018.

Resolution 215-17 as recorded in the office of the City Clerk

2017-2018 Selective Traffic Enforcement Program Grant: A resolution to authorize acceptance of a 2017-2018 Selective Traffic Enforcement Program grant in the amount of \$122,600.00, and to approve a budget adjustment.

Resolution 216-17 as recorded in the office of the City Clerk

Fayetteville Police Department Donations: A resolution to approve a budget adjustment in the total amount of \$17,300.00 representing donations received by the Fayetteville Police Department and a contribution from the Washington County Prosecuting Attorney to the Fourth Judicial District Drug Task Force for support of rural officer expenses.

Resolution 217-17 as recorded in the office of the City Clerk

Xybix Systems, Inc.: A resolution to approve the purchase of dispatch furniture for the Central Dispatch Center from Xybix Systems, Inc. in the amount of \$133,889.24 pursuant to a Houston-Galveston Area Council cooperative purchasing contract.

Resolution 218-17 as recorded in the office of the City Clerk

Fire Department Training Grounds Budget Adjustment: A resolution to approve a budget adjustment in the amount of \$92,454.00 to allow for the completion of restroom facilities, storage space and an open classroom space at the Fire Department Training Grounds.

Resolution 219-17 as recorded in the office of the City Clerk

Energy Assessment Task Order 08: A resolution to approve Task Order No. 8 with Garver, LLC in the amount of \$27,600.00 to complete an energy assessment for the terminal building, terminal parking lot, and airfield electrical vault at Drake Field, and to approve a budget adjustment.

Resolution 220-17 as recorded in the office of the City Clerk

Water & Sewer Outbuildings: A resolution to approve a budget adjustment in the amount of \$5,968.00 to allow for construction materials testing and special inspections for the Water & Sewer Outbuildings Construction.

Resolution 221-17 as recorded in the office of the City Clerk

Ozarks Electric Utility Easement: A resolution to approve the conveyance of an electrical distribution line easement to Ozarks Electric Cooperative Corporation across a portion of Bryce Davis Park to supply electricity for lights at Iams Dog Park.

Resolution 222-17 as recorded in the office of the City Clerk

Council Member Marsh moved to accept the Consent Agenda as read. Council Member Tennant seconded the motion. Upon roll call the motion passed 7-0. Council Members Gray, Marsh, Kinion, Petty, Tennant, Bunch, and Long voting yes. Council Member La Tour was absent.

Unfinished Business:

Appeal of LSD 17-5775: (324 E. 12th Place/Morgan Manor Apts. Addition): A resolution to grant the appeal of City Council Member Sarah Marsh and to deny the Fayetteville Housing Authority's application for a Large Scale Development. *At the October 3, 2017 City Council meeting this resolution was tabled to the October 17, 2017 City Council meeting. At the September 19, 2017 City Council meeting this resolution was tabled to the October 3, 2017 City Council meeting.*

Mayor Jordan gave a brief description of the rules for the discussion topic.

City Attorney Kit Williams: I've supplied to the City Council on many occasions, the only factors that can be considered when approving or rejecting a Large Scale Development. The vast majority of these are basically, check the box. The Planning Department has looked carefully at this and they have fulfilled all of those requirements. There is one that is subjective, which says the proposed development will create or compound a dangerous traffic condition. For purposes of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to high traffic volume, topography or the nature of the traffic pattern. There has to be real facts and not purely subjective. The City Council, with an appeal, sits just like if you are on the Planning Commission. You don't have any additional power than the Planning Commission has to go outside the rules. The discretion the City Council has, is in zoning. When it comes to Large Scale Developments or Preliminary Plats, you have very little or no discretion at all. We need to concentrate on the Unified Development Code only and not whether this is a good project or not.

Mayor Jordan reminded Council Members and the public to keep the topic on the Unified Development Code guidelines. He stated Council Member Marsh filed an appeal due to a safety concern.

Council Member Marsh: Predominantly, it is a safety concern. I believe there is some question about whether they have violated a federal statute in authorizing the sale of the land.

Mayor Jordan: We can't discuss that.

Council Member Marsh: Even though it would fall under Subsection 2 that the proposed development would violate a city ordinance, state statute or federal statute.

Mayor Jordan: I believe Kit's memo on that issue is clear.

Council Member Marsh: An August 1st memo states the Public Housing Authority is prohibited from releasing the land on its own and all sales would have to be approved by HUD. To date, HUD has not approved the sale of the Willow Heights Project.

City Attorney Kit Williams: That is correct that it's one of the six factors about whether it potentially violated a federal statute. I asked the Planning Commission to table it so I could get word from the local office. It wasn't as clear as I would have liked from HUD. In reading the two-page letter from HUD, they don't believe it is a violation of the HUD regulations. I am going to defer to them as the experts on it. They know a lot more about the HUD regulations than I do. I don't feel that it is a very viable condition, but it can be discussed.

Mayor Jordan: The Housing Authority can defend that position?

City Attorney Kit Williams: Yes.

Council Member Marsh stated she was raising the appeal on Subsection 4, which is about creating or compounding a dangerous traffic condition. She stated the proposed development more than doubles the number of families living on South Wood, which does not meet the city's street standards. She stated that South Washington Avenue doesn't meet street standards and is the only other exit from the development. She believes increasing the number of residents' dependent on walking compounds an already dangerous traffic situation. She stated information from Planning Commissioner Quinlan and Planning Commissioner Niederman shows examples of substandard infrastructure in the Walker Park neighborhood. She stated that the recent traffic count shows the population that lives in the development is much more pedestrian dependent than the typical homeowner. She spoke about Subsection 6, which states the developer refuses to comply with ordinance requirements or conditions of approval for on-site and off-site improvements. She spoke about an email chain between Lawyer Jim Crouch and several members of the board about if the project was used exclusively for public purposes and not for profit, and she stated he clarifies that this is a ground lease for a for profit entity, mostly owned by outside investors, that they would not be able to apply for the infrastructure funding from the City of Fayetteville. She stated there is a documented strategy in the email to deceive the City Council and skirt the FOIA law. She stated there was a March 22, 2017 email from Jim Crouch to Eric Gold strategizing how they would send one member to approach the Mayor to skirt the usual channels to achieve approval.

Mayor Jordan Stated no one approached him.

Council Member Marsh: Another justification is in Subsection 2, which is the proposed development would violate a city ordinance, state statute or federal statute. The Housing Authority Board has entered into a contract for sale without approval from HUD and without meeting many of the conditions for approval. There was a failure to receive an independent appraisal. The appraisal was commissioned by the potential buyer. There was a failure to adequately notify the residents in a way that sought impartial opinions. There is documentation of the Housing Authority Board transporting supportive residents to City Council meetings. They are not meeting the notification requirements and public process in transparency of a public project. It's our responsibility to send this back to the drawing board and engage stake holders in developing a comprehensive long-range housing plan that meets HUD guidelines.

City Attorney Kit Williams: Did you say the city can't go into a cost share agreement with a for profit entity?

Council Member Marsh: It says the statute exempts housing authorities.

City Attorney Kit Williams: I believe that is the impact fees.

Council Member Marsh: Yes, I'm sorry, impact fees.

City Attorney Kit Williams: That is correct. With cost shares, we do go into with private developers if it makes sense for the city to do something like that. I originally thought this was a public low-income housing project and then discovered 99.99% of the building would be owned by private investors for 15 years and there were going to be more than a dozen market rate units built. So, not low income. That is when I informed the Housing Authority they would not be exempt from any of the impact fees. They did not meet the requirements of the code.

Council Member Marsh: To clarify, the email chain to deceive is about the attempt to show this as being a public housing and a non-profit project. Their lawyer has advised them that is not the case and yet they are strategizing to convey that to achieve these cost shares, which they were initially awarded.

Deniece Smiley, Housing Authority Executive Director: We received the check from HUD. Thereafter, every month we have a phone call with our RAD Transaction Manager. HUD always knew our intent was to sell Willow Heights, whether or not they approved it. HUD has been informed throughout this entire process. As far as it not being a non-profit, if we enter into this RAD conversion, 99% ownership will be our tax credits owners. The rent is coming to the public housing. It's not going to a developer. They want the credit for taxes. We qualify for non-profit. I have an email that says, FHA Director, Deniece Smiley needs to go. It is from Ms. Sarah Marsh to Ms. Melissa Terry. This has been a witch hunt. The Housing Authority has been transparent with our residents.

A discussion followed about staying on topic.

Deniece Smiley: Jim Crouch and I did nothing to ever deceive the city, as far as impact fees. We had meetings with the City Attorney, Planning Department, and whoever we needed to explain

what was going on with the project. We are trying to create opportunities for obtainable housing. I feel like the board and I have been attacked. I am trying to do what's best for the residents. The conditions that exists at Wood and Washington have existed for a long time. The city could have taken measures already to correct the conditions of the street. We were not awarded the tax credit and we will have to apply again next year. We had the land appraised and it came in less than what the seller offered to purchase the property for. The buyer is going to allow our tenants to remain until we can get a response on our application. The City Planner has said that we have met every code.

Mayor Jordan gave a brief description of the rules for public comments.

Nellie Ashley, Willow Heights resident stated she has received letters from the Housing Authority about the project. She stated traffic is everywhere because Fayetteville is growing.

Mayor Jordan: Are you saying you knew about this?

Nellie Ashley: Yes. There has been enough transparency for me to explain to people who don't live there about what is going on.

Council Member Marsh: What opportunity did you have to give feedback early on in the process before they decided to sell the development? Did they ask you what your priorities were for housing?

Nellie Ashley: They had planning meetings, but I couldn't attend because I work.

Council Member Marsh: So, you really didn't have a good opportunity to give your feedback early on in the process.

Nellie Ashley: Because of work and schedules, you can't always make it to everything.

Mayor Jordan: You knew about the meetings?

Nellie Ashley: Yes.

Vlad Tatter, 215 Willow Avenue handed out paperwork.

Rosalyn Shoffner Turner, Willow Heights resident spoke in favor of the Morgan Manor project. She spoke about the repairs needing to be made at Willow Heights. She stated having a new place with central air would be nice.

Mayor Jordan: You are in favor of the project?

Rosalyn Shoffner Turner: Yes. I would miss the scenery, but I would appreciate a new place.

Council Member Marsh: The existing property is in poor repair and you need central air. I hear you speak fondly of the neighborhood. Studies show they could renovate the facility for one fourth

of the cost of building the new units at Morgan Manor. If we were able to renovate the existing place where you already live and bring it up to standards, would you want to stay there?

Rosalyn Shoffner Turner: Where would I live while you try to do that?

Council Member Marsh: We would relocate you. HUD requires that you be provided with relocation assistance. They would help you find a place to live during that temporary time. You would be protected and have a place to live while renovations occurred.

Rosalyn Shoffner Turner: I only want to move once.

Karen Coker, 1041 West Montgomery Street stated her daughter and three grandchildren live at Willow Heights. She spoke about staircase safety concerns for her grandchildren at Willow Heights. She spoke in favor of Morgan Manor apartments.

Council Member Marsh: When your grandchild fell down the stairs, was that a result of poor maintenance or part of the staircase?

Karen Coker: The staircase. They are outdated.

A discussion followed about staircase safety.

Bill Reagan, South Fayetteville resident spoke about the cost to construct Morgan Manor. He voiced his concerns about pedestrian traffic in the area. He spoke about the need of sidewalks. He stated he has to drive in the other lane to avoid hitting kids that are waiting for the school bus. He believes infrastructure is the first priority that should be addressed.

Mayor Jordan requested City Planning Director, Andrew Garner to give a report.

Andrew Garner, City Planning Director: City Development Services has reviewed all of the codes, including pedestrian safety and traffic safety. We found that the project meets all the development codes. We feel the project would not create or exasperate a dangerous traffic situation. When the Council adopted the Walker Park Neighborhood Plan in February 2008 we talked about how Morgan Manor would be expanded in the future. It is consistent with what is proposed with this project. We have anticipated development in this area. The additional connectivity through the project and widening Wood Avenue would improve overall traffic and pedestrian safety for the neighborhood if the project gets built.

Council Member Marsh: Planning Commissioner Niederman has prepared a presentation for our Capital Improvements Plan discussion, specifically to the state of the infrastructure in the Walker Park neighborhood. It would be relevant to hear the presentation at this time. It talks about the sidewalks and transportation goals set in that plan. It notes how many of those we actually accomplished or invested in the interim period and the answer is very few. This was the long-range plan, but we as a city haven't made the appropriate investments in the Walker Park area to support the increased traffic density that this development would bring.

City Attorney Kit Williams gave a brief discussion about the rules of presenting an electronic visual aid.

Council Member Gray: How long is the presentation?

City Attorney Kit Williams: It may not exceed five minutes.

Council Member Marsh moved to approve a presentation. Council Member Kinion seconded the motion. Upon roll call the motion passed 7-0. Council Members Gray, Marsh, Kinion, Petty, Tennant, Bunch, and Long voting yes. Council Member La Tour was absent.

Zara Niederman, 849 South Washington Avenue gave a Powerpoint presentation on the Walker Park Neighborhood Master Plan that was adopted in 2008 and what has occurred since that time. He stated county records show that value has increased from \$55 million to \$71 million since 2007 to 2017. He stated that residents and private sector have invested heavily in the neighborhood, but public investment has lagged in regard to infrastructure. He spoke about adding or repairing sidewalks along existing streets within the neighborhood. He requested for the City Council to take a hard look at the state of the infrastructure. He spoke about streets not being up to standard and the city needing to take that into consideration for future development.

Melissa Terry, Wood Avenue spoke about ingress and egress traffic flow and pedestrian safety concerns. She stated a door to door assessment was done at Willow Heights to determine the ratio of car ownership. She stated that about half of the residents do not have vehicles. She stated the Willow Bend project had an extended public process with a lot of input. She spoke about revitalization at Willow Heights unit by unit without displacing tenants.

Mayor Jordan: Are you saying the apartments could be done, one at a time?

Melissa Terry: That is a model consistent across some of our more progressive peer communities.

Mike Emery, Chair of Housing Authority: I want to reiterate that city staff has said we would be improving the situation. As far as traffic concerns, our residents per capita have fewer cars than the average neighborhood. This city has always talked about being walkable. It was the city who failed to do the adequate infrastructure in the area. Why should our residents be punished to living where they are now because the city failed to uphold that part of the bargain? I got a traffic accident report for the last year from the Police Department for the Morgan Manor area. There's been about a dozen accidents, which is on par with any neighborhood in this city. There are sidewalks present, but you can't force people to walk on a sidewalk.

Rachel Lester, 12th and South Washington spoke about the many vehicles parked on her road with pedestrians and development work being done. She stated that pedestrian traffic is heavy in the area. She stated if there's issues in terms of safety with the residents that already live there and an additional 58 units with Morgan Manor and 85 with Willow Bend, she believes there are serious issues for pedestrians.

Chris White, Vice Chair of Housing Authority spoke about always keeping the best interest of their tenants in mind. He spoke about the tenants wanting simple things such as air conditioning and walking to the store when it is snowing. He spoke about having less money every year to do repairs for older properties.

Carma Unruh, Nantucket Resident spoke about sidewalk usage. She stated there is nothing wrong with Morgan Manor.

Quin Childress, U of A student spoke about living at Willow Heights and Morgan Manor as a young person. He stated we wouldn't be running into these issues if someone was doing repairs 15 years ago. He believes if people stay in Willow Heights they will have opportunities, but if they go to Morgan Manor, they will be isolated.

Council Member Kinion: As a pedestrian you saw traffic patterns and accessibility. You have a unique point of view as a youngster in these areas. Would you say that Willow Heights was safer from a traffic and pedestrian point view or Morgan Manor?

Quin Childress: Willow Heights is definitely safer.

A discussion followed about Morgan Manor traffic safety.

Kyra McCown, Housing Authority staff member spoke about the repairs needing to be made for many years, but money hasn't been available.

Council Member Marsh: What percentage of the new units will be ADA accessible at Morgan Manor?

Kyra McCown: 5%, but at Willow Heights, we have zero.

Council Member Marsh: We have other ADA accessible units in our affordable housing inventory at Lewis Plaza and Hillcrest Towers.

Kyra McCown: Lewis Plaza and Hillcrest Towers has zero.

Erica Wilhite, South Wood Avenue requested for Willow Heights to be revitalized. She spoke about walkability, infrastructure, bus stops, and traffic concerns.

Mayor Jordan: You have concerns about the bus stops. Where are the bus stops?

Erica Wilhite: There is a school bus stop on the corner of Wood Avenue and 7th. They literally hang out with their legs in the street. There is a mirror because of a visibility issue. I never feel safe with my daughter down that street.

Mayor Jordan: There is a bus stop on Wood?

Erica Wilhite: There is a school bus stop.

Council Member Kinion: Can you tell me as a resident who traverses in this area, by adding additional units and additional accessibility, still exasperates a traffic and safety issue?

Erica Wilhite: It still exasperates.

Council Member Kinion: How do you establish your opinion?

Erica Wilhite: I walk a lot. I walk to work on South College. I cut through Morgan Manor sometimes. It is already dangerous and feels unsafe.

Mayor Jordan: You think it is going to be more dangerous when Willow Heights goes in?

Erica Wilhite: I believe so.

Todd Walters, Citizen stated the new development would widen Wood Avenue and add additional sidewalks. He spoke about resources near Willow Heights versus Morgan Manor. He stated the school would add a bus stop to Wood and McClintock once Wood was developed and widened.

Mayor Jordan: You heard that from the school?

Todd Walters: Yes. I work at the U of A and we have talked to the Transportation Committee about possibly getting a Razorback Transit bus stop in that area as well.

Mayor Jordan: Who did you talk to at the schools?

Todd Walters: I don't remember the name, but I can get you the information. They said they would put in a bus stop at Wood and McClintock.

Council Member Marsh stated that the Yvonne Richardson Center is a block away from Willow Heights and half a mile from Morgan Manor.

Mayor Jordan: If Willow Heights was in disrepair and I agree the housing is somewhat substandard, and it has been needing to be fixed for 15 years. Is that correct?

Deniece Smiley: No, not 15 years. We have had five consultants look at it and they have each come up with a plan to sell Willow Heights as the best thing to do.

Mayor Jordan: How long has it been in disrepair?

Deniece Smiley: I've been at the Housing Authority since 2012 and it has been substandard since then. Prior to that, consultants have tried to do the low-income tax credit. This is the second time we have applied for it. That was ongoing when I came in at 2012. Mr. Kinion was on the board and they discussed that it needed to be taken care of because it was in serious disrepair.

Council Member Kinion: When I was on the Housing Authority we were applying for a lot of funds for repairs. This is evident with the improvements at Hillcrest Towers, which was the most critical property at that time. Using the same programs, we wanted to repair the other facilities. There were improvements at Morgan Manor, including some air conditioning. We were in a different administration and the funds aren't the same as they were back then. I'm not going to count that in my decision. I'm talking about the Unified Development Code and the safety. Our Housing Authority has a struggle. It has to meet standards. HUD does an annual review of the properties and it meets the basic standards. The way it was managed when I was on the board we were in the top of the nation, which allowed us to get these federal funds. I don't know what they are now. This has nothing to do with the safety of adding a Large Scale Development on the South side of town. As a community, we must get better housing for these individuals that are living in substandard housing. When I was on Housing Authority we found the funds. The improvements were historic at the time. Tonight, we are talking about if we are exasperating a traffic safety issue in this part of town and I believe we are.

Mayor Jordan: Do you think it is safer at Morgan Manor than it is at Willow Heights?

Deniece Smiley: My view is that it is safer for them to be at Morgan Manor. Mr. Petty asked us to go to each unit at Willow Heights and more than half of our residents have vehicles. This could change at any time. Our residents do not have to go to Morgan Manor if they don't want.

Mayor Jordan: Andrew, what improvements are going in over there?

Andrew Garner: Getting back to the UDC, the traffic situation at Willow Heights has no bearing on the Council's decision here. You are looking at this particular neighborhood, this Large Scale Development. Would this project create or compound dangerous traffic situations? At the last Council meeting we talked about Wood Avenue being widened to 28 feet.

Mayor Jordan: All the way? How far?

Andrew Garner: Along the property frontage. It would also be adding a new sidewalk. The current plan is to fill in the ditch with storm drainage. One of the primary improvements is connectivity. Having another outlet to the east and west will help existing neighbors in Nantucket as well as neighbors in Morgan Manor to get through this neighborhood more safely and efficiently. Comparing this neighborhood to other neighborhoods, it has a well-connected grid of streets. We have other projects where you don't have the bones of a street system. From a safety standpoint, this project does not create any dangerous traffic situation.

Council Member Kinion: All we are hearing from Planning is about cars. Can't we consider pedestrians?

City Attorney Kit Williams: I think you can look at pedestrian safety if a vehicle hit a pedestrian.

Council Member Kinion: That is what I'm thinking about as I look at balancing this. From a Planning point of view, it's about cars. From a community point of view, it's pedestrians and cars

interaction as a safety issue. I'm trying to stay within the UDC and only look at the growth on one specific project.

City Attorney Kit Williams: If there were accidents involving a pedestrian and a vehicle, it would have shown up on the Police reports. We've had a report that the number of accidents around Morgan Manor were no more than other developments. The City Council needs to not look at subjective statements or photographs. Objective facts are more important for your final decision when you might be thinking about turning down a Large Scale Development.

Mayor Jordan: With the connectivity and cul-de-sac going onto Wood, does that make it better for the Fire Department?

David Dayringer, Fire Chief: It does. Wider streets, more sidewalks, and more connectivity in and out makes it safer than it is now.

Mayor Jordan: How many accidents have there been?

Mike Reynolds, Deputy Chief of Police: We had approximately a dozen. Two weeks ago, Mayor Jordan asked me to do a query. When I took the north, south, east, and west boundaries for the last 22 months, we had 13 accidents that occurred in the boundary. Of the 13 accidents, I looked specifically at 12th Street and the intersection of South Washington and there were three accidents. Of those three accidents, two of the accidents hit fixed objects and were minor. The third collision that occurred on September 16, 2017 involved a two-vehicle collision with minor damage.

Council Member Kinion: Are there any pedestrians involved in these accidents?

Mike Reynolds: During that 22-month period I have no reported pedestrian accidents in that area.

Mayor Jordan: I had him run an accident report in my neighborhood. We are sitting at 11.

Mike Reynolds: That's correct. We looked at the Mayor's neighborhood over on Arrowhead. When I ran the same 22-month period in comparison, we had 11 accidents. I looked at the Meadowlands south of Wedington, there were 12 accidents in a 22-month period.

Council Member Petty: I'm disappointed because a lot of the discussion has been centered around trying to litigate whether or not the plan proposed is the best plan. Maybe it is or maybe it isn't. I'm skeptical that it is, but it has nothing to do with the decision before us. I'm frustrated it continues to dominate the conversation. I share some of the frustrations and criticism in particularly how open a couple of things have been about this process. I don't share the criticism there wasn't good faith and that there has been dishonesty. I read through the FOIA packets that have been circulating. I don't agree with the claim there has been some kind of conspiracy to avoid FOIA. I see a set of conversations describing how they are going to approach the City Attorney about a particular inquiry and advice not to break the law by sending too many commission members. We aren't here to litigate if a federal or state law has been broken. It's not in our jurisdiction to decide if there has been. If this Large Scale Development stands and HUD determines the process hasn't been followed, then the Large Scale Development goes away. There

hasn't been a determination and it's premature to consider it. The Large Scale Development as proposed, probably needs some improvements made to the plan, but I don't doubt the minimum standards have been met. That tells me we need to revisit some things in the Unified Development Code. Two weeks ago, when we discussed this, my questions were about trying to establish some kind of differentiator or determine if there was one that would set this proposal apart from similar projects approved in the city, in terms of creating a dangerous condition for pedestrians or vehicles. I'm cautious to do anything inconsistent with other decisions. Willow Bend has more units and is up the street. There have been around 20 single-family homes built in this neighborhood so far and we expect to see many more single-family homes built down there. That total is larger than the unit count here and we allow these to be built by right. The safety concerns are legitimate, but are trying to be used as a fulcrum to accomplish something else. I don't see there are grounds here to deny the project. The process has some weaknesses that should be addressed. The project could be improved, in terms of architecture and site layout.

Council Member Marsh stated voting to support the appeal is not voting against affordable housing. She continued to give a brief summary of her thoughts.

City Attorney Kit Williams gave a brief description of what a yes or no vote means.

Mayor Jordan: I have seen all the emails. I did not meet with any of the Housing Authority to cut any kind of deal. I probably met more with Melissa Terry as a citizen than I did with any of the Housing Authority. I'm not particularly crazy about this development. It has gone through my Planning staff and they said it meets the requirements and thresholds of the UDC and Large Scale Development. Correct, Andrew?

Andrew Garner: Yes, sir.

Mayor Jordan: They are going to widen the road and make improvements. I was surprised to hear there was a bus stop on 7th Street. I didn't know they were considering putting a bus stop on McClintock, which is very good. It brings connectivity. It went through the City Attorney and determined it met all the requirements. It went to the Planning Commission and they voted it in, 5-2. As an individual, the project needs some improvements, but as a Mayor looking at the facts, I support the Housing Authority. The City Council has made some appointments that will probably make some change. We need to go back and look at this appeal process and you all can determine if you want to add other things. I looked at the accident report with no pedestrians involved. I don't like the project particularly, but we are here to discuss the UDC. I would support the project.

City Attorney Kit Williams gave a brief description of what a yes or no vote means.

Council Member Marsh moved to approve the resolution. Council Member Kinion seconded the motion. Upon roll call the resolution failed 2-5. Council Members Marsh and Kinion voting yes. Council Members Gray, Petty, Tennant, Bunch, and Long voting no. Council Member La Tour was absent.

This Resolution failed.

Small Cell Communications Facilities: An ordinance to enact §110.03 **Small Cell Facilities and Networks** into Chapter 110: **Telecommunication Franchise, Billposting, and Small Cell Facilities and Networks**. *At the October 3, 2017 City Council meeting this ordinance was left on the first reading.*

Council Member Long moved to suspend the rules and go to the second reading. **Council Member Marsh** seconded the motion. Upon roll call the motion passed 6-0. **Council Members Gray, Marsh, Kinion, Petty, Bunch, and Long** voting yes. **Council Member Tennant** recused. **Council Member La Tour** was absent.

City Attorney Kit Williams read the ordinance.

Susan Norton, Communications & Marketing Director gave a brief description of the ordinance. She requested for the ordinance to be held on the second reading to allow for Assistant City Attorney Blake Pennington to return from an informative conference on small cell networks.

Council Member Kinion: This is a pretty technical issue. It's an emerging technology and we have representatives tonight that would like to give a brief presentation from the industry.

Council Member Kinion moved to approve a joint presentation from the providers. **Council Member Long** seconded the motion. Upon roll call the motion passed 6-0. **Council Members Gray, Marsh, Kinion, Petty, Bunch, and Long** voting yes. **Council Member Tennant** recused. **Council Member La Tour** was absent.

Andy Slater, Verizon Real Estate Manager stated he is partnering with Cathy Foraker with AT&T. He gave a brief Powerpoint presentation on small cell facilities. He stated unlike other major infrastructure projects that use taxpayer monies, wireless providers will invest tens of millions of dollars in the Fayetteville area to build the newest, fastest networks. He stated he felt the ordinance was moving in a positive direction, but needs more fine tuning. He spoke about flexibility in spacing requirements and height standards allowing the city to address topography issues.

Council Member Kinion: Is there anything else in your presentation that we need to know?

Andy Slater: No, that was it.

This ordinance was left on the Second Reading

2018-2022 Five-Year Capital Improvements Plan: A resolution to adopt the 2018-2022 Five-Year Capital Improvements Plan. *At the October 3, 2017 City Council meeting this resolution was tabled to the October 17, 2017 City Council meeting.*

Paul Becker, Chief Financial Officer gave a brief description of the resolution. He stated this isn't an appropriation or budget and subject to change each year. He stated the last time the item was presented, there was a member from the Parks & Recreation Board requesting the elimination of \$200,000 for a Parks Master Plan to be reinstituted. He stated we recommended that not be funded

and based on the input at the last Council meeting, the majority of the Council Members favored the plan. He stated the Mayor directed him to get with Connie Edmonston and research the Parks section of the CIP to see if the Master Plan could be funded. He stated he recommends an amendment to the CIP to include the Master Plan. He stated \$50,000 would be included in the 2018 budget for a public survey and that money would come from a Forestry Study this year, which he feels could be delayed. He stated it was in the 2017 plan so it would give an extra \$50,000 in reserves that could be used in the 2018 budget to fund that segment of the Master Plan. The rest of the Master Plan would be funded in 2019. It would be taken from a project that had been identified for campgrounds at Lake Sequoyah and would move \$150,000 from that project into the unfunded.

Council Member Marsh: Are we pulling \$50,000 out of the General reserves?

Paul Becker: No. It would be \$50,000 we have identified in capital projects in 2017 in the Parks budget, that would not be done this year. We would take the Parks budget and increase the Parks budget reserves by \$50,000 and would be programmed in 2018.

Council Member Marsh: The additional \$150,000 is coming from the campground project?

Paul Becker: That is correct.

Council Member Petty: My comments on the draft was to delay the Parks Master Plan so we could use that money to fund software upgrades for our development and building permits systems. I was very grateful to Administration to finding that money, even more money than we had planned for those systems upgrades. When I reviewed the draft, I overlooked that we have \$500,000 for the Take Home Vehicle program. It makes me a little uneasy going out for the bond issue without a Parks Master Plan in place. I'm a bit comforted we would be doing a survey next year to establish priorities ahead of that. I would prefer to have more of the plan completed before we went out for a vote to the people for a bond issue. I support the proposed amendment. On the Vehicle Take Home program, I'm not convinced it's worthwhile and has an impact on crime, more than spending that money in other ways. I'm skeptical of it as a recruitment tool. I don't know I'll support Take Home Vehicle purchases in the future as a member of the Equipment Committee and staff should know that before they put a lot of time into it. I appreciate that we are doing a little bit with the Master Plan.

Louise Mann, 69 Gray Avenue: This is a five-year plan. I don't see anything in here about a Materials Recovery Facility. Why is there nothing in here?

Paul Becker: When the recycling plan was presented, that particular part wasn't selected for implementation and it's not in the planning document.

Mayor Jordan reminded citizens that the Master Parks Plan amendment needed to be voted on before further discussion.

Council Member Petty moved to amend to put the Parks Master Plan into the CIP. Council Member Marsh seconded the motion. Upon roll call the motion passed 7-0. Council

Members Gray, Marsh, Kinion, Petty, Tennant, Bunch, and Long voting yes. Council Member La Tour was absent.

Louise Mann: The single stream MRF is not in here. For the next five years, we aren't going to talk about building a MRF?

Paul Becker: That wasn't approved as part of the implementation plan as far as the recycling plan was concerned. It doesn't mean something can't be introduced later. What was included in the plan was roughly \$1.5 million to proceed toward expanding recycling that the Council had approved in regard to composting of food materials.

Mayor Jordan: What I understand is that the food composting and construction debris recycling is the first steps we are going to do. If you did single stream, it would take more of a regional approach.

Louise Mann: I heard that Fayetteville is talking to Fort Smith about a regional single stream MRF.

Mayor Jordan: I know nothing of that.

Don Marr, Chief of Staff: That is not accurate. When the Council voted on the Master Waste & Recycling Plan and chose to stay with our current system, the MRF processing center was something that would need regional volume to support it. At the time, there wasn't an interest in Bentonville, Rogers or Springdale. Our volume doesn't justify a center for that investment and we have had no discussion with Fort Smith or any other city about partnering for a MRF.

Louise Mann: I see in the CIP there will be two more curb sort trucks for apartment recycling in the future. I encourage you to think beyond the trucks we have now.

Council Member Kinion: The Solid Waste Committee did not include that in the CIP or request it for single stream. The misinformation that is in the community needs to be corrected. The City Council as a whole did not make that a priority and it was evident when we accepted the long-term plan for Solid Waste management.

Terry Gulley, Transportation Services Director: When you all passed the Master Plan back in the Spring, we looked at the 10-year plan you directed us to move towards. We waited several years to replace our trucks because we were waiting to give you the option of getting the most information possible. We've got an aged fleet that causes us a lot of problems. We almost have the need for another route, but we don't have a vehicle to put on it or we are using our spares to do it. These trucks are to help with the food waste and the growth of the new homes we are servicing. We have had no conversation with Fort Smith. We got the best truck we can find on the market and fits with the others we have.

Council Member Long: This is a five-year CIP plan. These purchases are not being made tomorrow. If something does come along better in the meantime, could we look at those things?

Terry Gulley: Yes. These are two trucks that would be purchased after January.

Don Marr: On the next agenda item, there are five of the twelve Fleet items that have been scheduled to be replaced over 24 months that are waiting until the completion of the study. We don't have a luxury of waiting on those and that's why we have been evaluating equipment for those purchases.

A discussion followed about the quantity of trucks to be purchased.

Council Member Long: After we buy these and we decide to go a different route with separated trucks and more automation, what are the value of these used trucks?

Terry Gulley: We would get something back, but I can't tell you exactly what we would get. The older they are, the less we get. We've reached the tipping point. Fleet can hardly keep them on the road. We've got twelve trucks trying to run ten routes. We are down to one spare and five of them are past their life expectancy. We need to put \$12,000 to \$15,000 in each one because the compactors are all worn out.

Don Marr: We have tried in every opportunity with our equipment to look for ways in working with the providers when we bid on them to see improvements. The trucks used to have a step up that was sorted from and we had a lot of ankle injuries. We continually work for improvements and change the design to prevent injuries.

Mayor Jordan: When we were talking about the regional thing, some of the counties came up to the microphone and said they might be interested in a single-stream regional approach. Nobody has brought it up to the Boston Mountain Solid Waste. There has been no discussion on a single-stream regional project.

Council Member Marsh: The Take Home Vehicles program is not necessarily the best investment, but after doing research, I think there is benefit in having some take home vehicles from a community resiliency and disaster planning standpoint. We saw with Ozark Regional Transit, the hazards of storing all your vehicles in one place. Rather than allocate that money specifically for Take Home Vehicles, I would like to reclassify it for officer recruitment, retention, and development. It would give staff the opportunity to decide how to best invest that money.

Don Marr: Whatever reallocation, if it's for that category, must be capital related and not operations related. Pay bonuses would be pay operations and not capital.

Council Member Marsh With that in mind, we should question the amount of money we are investing in that program. On the sidewalk improvements, we are allocating \$380,000 a year. What were we allocating last year?

Paul Becker: We allocated \$380,000 from the Street Fund. We increased the sidewalk improvement payment to \$600,000 this year. The combination of those two would be on sidewalks.

A brief discussion continued about allocation of funds.

Council Member Gray: I have been working on Take Home Vehicles for several years. My source of information is our Police Chief and staff who have been supportive of thinking this was a good way to spend our money. Being able to take them home is an excellent thing. We've had some home invasions in our city recently. I feel a police car in the neighborhood, which is not a high crime neighborhood, would have deterred that home invasion. I believe that is a big reason for us to consider this. Recruitment is an excellent reason we would have Take Home Vehicles. The vehicles last much longer because they aren't in action 24/7. We are having to put a lot of money into it at this particular moment, but once we get our fleet up to where it should be, then we will not have to spend so much each year due to the vehicles lasting longer.

Mayor Jordan: Mike, come up here and tell them why this program is important.

Mike Reynolds, Deputy Chief of Police: The number one place we recruit from is Northwest Arkansas. When you look to those cities comparable to us, which is Bentonville, Rogers, Springdale, Benton County, and Washington County, they all have Take Home Vehicle programs for their officers. It is one benefit we look at. In my 24 years there are benefits we've compared with other agencies, as applicants also compare. One of those was certificate pay, which we recently got through. The other one was the Take Home Vehicle program. In 2012, we initiated the Take Home Vehicle program and we had zero take home units at that time. Today we have eight. It doesn't seem like a whole lot, but it takes us a lot of money to get there. The best way to get there is through our Capital Improvement Projects. We have seven vehicles planned for the CIP through the five-year plan. I attended the Arkansas Chiefs Convention with Chief Tabor. One of the number one concerns with Chiefs in Arkansas is how to recruit and retain a workforce, especially in these times. These times when our officers in my profession are being vilified by some. We are fortunate to be in Northwest Arkansas because we feel like we are a little bit more immune than other areas throughout our nation. The law enforcement officers killed and assaulted report from the FBI came out. Officers have been killed 60% more in 2016 than in 2015. It is harder to get people interested in being Police Officers. We have to do everything we can as management to recruit and retain the workforce and keep the professional Police Department that we have and the service we provide to our citizens. Operational readiness is not only a benefit for our employees, it is a benefit for the 84,000 citizens in this city.

Don Marr: There is a value and the program only allows Take Home Vehicles to go to our officers who live within the city limits of Fayetteville. Over 65% of our city workers live outside of the city, so it is an incentive for in-residency officers that can be valuable for emergency situations. It might be helpful for the Council as you evaluate this, to confidentially see where these vehicles are spread throughout the city.

Council Member Long: With eight officers, that is a lot of money for eight people. What officers are given that priority? Are the eight highest ranking officers the ones that get those?

Mike Reynolds: It is given by seniority, but by shift as well. We have two squads that work nights and two squads on days on 12-hour shifts. In order to equally distribute those vehicles, we do two to each squad and it is based upon seniority to the senior person of the squad.

Council Member Long: Is turnover highest in our senior officers or junior officers?

Mike Reynolds: Lately, it has been our senior officers.

Council Member Long: Is that because of retirement or going to other cities?

Mike Reynolds: Retirement.

Council Member Long: We aren't talking about retiring employees when talking about attracting and retaining employees. We are looking at junior officers we are trying to retain and attract to those new positions. Those are generally not the officers getting the Take Home Vehicles because they don't have the seniority. I'm not sure how that would play into employee retention and attraction.

Mike Reynolds: When I said we have two take home units assigned to each squad for a total of eight, most of our less tenured officers are on the night shift, working 7:00 p.m. to 7:00 a.m. It is a benefit for half of them. It's probably a two to three-year officer on our night squad that has a take home unit.

Council Member Long: What is our turnover amongst those officers?

Mike Reynolds: Our turnover is running about 6% to 7% on an annual basis, which is fairly low.

Council Member Petty: Even though I've expressed skepticism about the program, I don't think replacing this with something general in nature is the right move. I don't support moving it into operations. I would give any proposal that came later to amend the CIP and divert this funding into something else its due consideration if it was fully vetted whenever it came forward.

Council Member Marsh moved to reclassify the money from being specifically for Take Homes Vehicles to being for officer recruitment, retention, and development. Council Member Long seconded the motion. Council Member Marsh then requested to withdraw her motion because she was thinking holistically about the budget instead of in terms of capital improvements. Council Member Long withdrew his second.

Council Member Marsh: In going forward, I hope we look at alternative ways to recruit and support our officers beyond this program.

Council Member Kinion: I look at this a little differently as a manger that had to manage a corporate division where an incentive was a vehicle. It's not just recruitment, it's retention. You come into a program with the promise that if you stay around and perform, then you get to the point that you get a vehicle. If you look at a corporate model, there is a payback on it because it is used in every Fortune 500 company in people that have to be mobilized. As we expand the program there will be more vehicles throughout the community for readiness. I see so many points to this and we have to take it seriously. It is a large long-term investment. It is important to be competitive in this market to at least meet the same standards or you are going to lose your best officers. This is the right move to consider and put it into the program. As we move along we can evaluate to see how effective it is.

Council Member Tennant: Is it getting harder to recruit good officers into this city given the growth of Northwest Arkansas?

Mike Reynolds: We have been fortunate when I listen to my counterparts, that it's not quite as difficult in Fayetteville. I attribute that to the support you give the Police Department with the benefits we have. As long as we can stay competitive with those benefits and pay incentives, we will stay ahead of what others are experiencing. In Northwest Arkansas, we are kind of in a bubble. It's my job and your job to ensure we continue that and this is why it's so important. Once you take something away from an employee that works for you, it has a demoralizing effect. I've got 38 officers eligible for a take home unit based on our criteria and in January 2018, I will have 44. They look forward to that and it is an incentive they want.

Council Member Tennant: The mere presence of this program helps recruitment and retention. It enables people to see what is possible if they stick around in a particular position. I'm careful in a situation like this to question the leadership of our Police Department because it is life and death to recruit the best people. I look at a city budget and all things we want to do, but if we don't have a safe city, then none of that matters. In east Fayetteville we had home invasions, shootings, and kidnapping. I don't see us in a position where we can make a conscious decision to damage the recruiting efforts of our Police Department. It is our job to look at everything, but you better have a really good reason to not trust the Police Department on these sorts of things. It is a good tool for them to use and I appreciate all the efforts of our officers.

Mayor Jordan: I meet with the Police Chief and Fire Chief every Monday morning. We discuss the needs for the Fire Department and Police Department. If the Police Chief comes in and says, I need this for recruitment, I don't question it that much. Whatever the Chief of Police and Fire Chief say they need, I try to get for them. I can't give them everything, but I try to give them as much as I can. We do all that so we can recruit the best and keep the city safe.

Don Marr spoke about benefits.

Mayor Jordan: We are going to talk about all of this in November.

Council Member Petty moved to approve the resolution. Council Member Bunch seconded the motion. Upon roll call the motion passed 7-0. Council Members Gray, Marsh, Kinion, Petty, Tennant, Bunch, and Long voting yes. Council Member La Tour was absent.

Resolution 223-17 as recorded in the office of the City Clerk

New Business:

RZN 17-5925: (820 S. Government Ave./Barnes): An ordinance to rezone that property described in rezoning petition RZN 17-5925 for approximately 1.73 acres located at 820 South Government Avenue from RMF-24, Residential Multi Family, 24 units per acre, MSC, Main Street Center, and I-1, Heavy Commercial & Light Industrial to I-1, Heavy Commercial & Light Industrial.

City Attorney Kit Williams read the ordinance.

Andrew Garner, City Planning Director gave a brief description of the ordinance. The Planning Commission recommended approval. Staff is in favor of the request.

Council Member Marsh and Council Member Gray stated they had not heard any comments in support or against the rezoning.

Council Member Marsh: The area has been industrial for a long time and while I don't think this is ideal, it's a great opportunity for some light manufacturing in the future. It would work well with the adjacent arts district.

Bob Barnes, Applicant stated he wants to keep doing what he's done on the property since the 1970's. He stated he would probably sell in about eight to ten years. He stated he wants to do more things inside instead of being out in the weather.

Council Member Marsh: This is not directly related to the rezoning, but it's the property land use. At the corner of the trail, you've got your chain link fence with the privacy panels. It's creating a blind corner for trail users who are in that intersection, which could be a dangerous condition. I would like for you to consider removing some of those brown strips so that people can see 10 feet back of that intersection.

Bob Barnes: When we donated the land for the trail on the north side, the Trails Division put the brown screen in to be a buffer.

Council Member Marsh: Since then, we have had some crashes in that tunnel.

City Attorney Kit Williams: With your permission we could allow our employees to do it.

Bob Barnes: That's fine with me.

Council Member Gray moved to suspend the rules and go to the second reading. Council Member Tennant seconded the motion. Upon roll call the motion passed 6-1. Council Members Gray, Marsh, Kinion, Tennant, Bunch, and Long voting yes. Council Member Petty voting no. Council Member La Tour was absent.

City Attorney Kit Williams read the ordinance.

Council Member Petty: This rezoning is a mistake. I have nothing against what you want to do with your property in terms of expansion. We should pursue a different mechanism to be able to grant you that permission. This removes the ability to residential by right in this area, which is where we designated it's needed and planned for it to be in at least two planning documents and is a critical mistake. We've heard the plan is to sell this business and property within the next generation. We are rezoning this to allow full scale manufacturing by right and to allow wholesale bulk petroleum storage by right. Any business that needs to do those things is going to look to this property as an opportunity for them to do that without having to come back to the Council, even

though we've designated this particular area of town as critical for our growth. This zoning isn't appropriate, although the uses are appropriate.

City Attorney Kit Williams: Andrew, is there another option? This is a non-conforming use and we are usually not allowed to expand to non-conforming use by building what the applicant has requested to do. Is that right?

Andrew Garner: Yes. We have talked to Mr. Barnes for months and it's been an issue for him. The only solution we come up with was to rezone the property to I-1. The other option would be to rezone to some sort of PZD that would allow Use Unit 17 for his trucking business by right, but not negate some of the other uses that may be desired. The PZD process is a bit more difficult. In this case for a small parcel we felt comfortable with it. I don't think there is any legal way to allow for a non-conforming use to be expanded with an additional building like Mr. Barnes was wanting.

Council Member Petty: I think Andrew is correct when we talk about the laws we have on the books. I would be eager to carve out general exemptions for properties that have been in business for so long to allow them to do reasonable expansions, even if their current uses are not conforming.

Council Member Marsh: What is your timeline for expanding your facility? Do you need this tonight or can we have a little bit of time to find a more creative solution that will work for you?

Bob Barnes: We have worked on this for over a year. I would like to get something going before winter. I do a lot of work outside.

Council Member Marsh: If we hold this for two weeks is it going to set you back?

Bob Barnes: No.

Council Member Marsh: I would like to leave it on this reading. That would give Council Member Petty time to make recommendations to our Planning staff. I'm disappointed this has been going on for over a year and our Planning staff has not approached us asking for help with finding a solution.

Bob Barnes: I want to thank the Planning staff. They have really helped me a lot.

This ordinance was left on the Second Reading

2017 Standard Specifications for Design and Construction of Water Lines and Sewer Lines:
An ordinance to enact §173.12 **Specifications for Water and Sewer Lines** in Chapter 173 **Building Regulations** of the Unified Development Code.

City Attorney Kit Williams read the ordinance.

Tim Nyander, Utilities Director gave a brief description of the ordinance. He stated the Department of Health has reviewed the proposed edition and will approve it upon receipt of the

final document approved by the City Council. He stated the Water, Sewer, & Solid Waste Committee voted 3-1 to forward the document to City Council with recommendation for approval.

Council Member Kinion: This is necessary for us to be in compliance with standards and health regulations. It gives us flexibility of cost sharing. The staff went above and beyond to answer all the concerns we had based on past situations. This is an incredibly comprehensive and good change.

Council Member Kinion moved to suspend the rules and go to the second reading. Council Member Long seconded the motion. Upon roll call the motion passed 7-0. Council Members Gray, Marsh, Kinion, Petty, Tennant, Bunch, and Long voting yes. Council Member La Tour was absent.

City Attorney Kit Williams read the ordinance.

Council Member Kinion moved to suspend the rules and go to the third and final reading. Council Member Marsh seconded the motion. Upon roll call the motion passed 7-0. Council Members Gray, Marsh, Kinion, Petty, Tennant, Bunch, and Long voting yes. Council Member La Tour was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan: Thank you to the staff and Water, Sewer, & Solid Waste Committee for their work on this.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Council Members Gray, Marsh, Kinion, Petty, Tennant, Bunch, and Long voting yes. Council Member La Tour was absent.

Ordinance 6003 as Recorded in the office of the City Clerk

InVeritas Research & Consulting, LLC: An ordinance to waive the requirements of formal competitive bidding and approve a contract with InVeritas Research & Consulting, LLC in the amount of \$3,500.00 to conduct a workshop for the city management team to develop an implementation plan based on the InVeritas Strategic Planning Final Report submitted to the City Council after their Spring workshop.

City Attorney Kit Williams read the ordinance.

Don Marr, Chief of Staff gave a brief description of the ordinance.

Council Member Marsh moved to suspend the rules and go to the second reading. Council Member Gray seconded the motion. Upon roll call the motion passed 7-0. Council Members Gray, Marsh, Kinion, Petty, Tennant, Bunch, and Long voting yes. Council Member La Tour was absent.

City Attorney Kit Williams read the ordinance.

Council Member Gray moved to suspend the rules and go to the third and final reading. Council Member Marsh seconded the motion. Upon roll call the motion passed 7-0. Council Members Gray, Marsh, Kinion, Petty, Tennant, Bunch, and Long voting yes. Council Member La Tour was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Council Members Gray, Marsh, Kinion, Petty, Tennant, Bunch, and Long voting yes. Council Member La Tour was absent.

Ordinance 6004 as Recorded in the office of the City Clerk

Appeal RZN 17-5901 (1100 N. Meadowlands/Khajehnajafi): An ordinance to rezone that property described in rezoning petition RZN 17-5901 for approximately 1.20 acres located at 1100 North Meadowlands Drive from R-O, Residential Office to CS, Community Services.

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams gave a brief historical description of the item.

Heath Meyers, Blew & Associates Representing the Applicant was available for questions.

City Attorney Kit Williams: I want to confirm that this is in fact now your request. You decided to change it for the City Council to request Community Services?

Heath Meyers: Yes, we did.

Council Member Petty moved to suspend the rules and go to the second reading. Council Member Marsh seconded the motion. Upon roll call the motion passed 7-0. Council Members Gray, Marsh, Kinion, Petty, Tennant, Bunch, and Long voting yes. Council Member La Tour was absent.

City Attorney Kit Williams read the ordinance.

Council Member Marsh moved to suspend the rules and go to the third and final reading. Council Member Gray seconded the motion. Upon roll call the motion passed 7-0. Council Members Gray, Marsh, Kinion, Petty, Tennant, Bunch, and Long voting yes. Council Member La Tour was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Council Members Gray, Marsh, Kinion, Petty, Tennant, Bunch, and Long voting yes. Council Member La Tour was absent.

Ordinance 6005 as Recorded in the office of the City Clerk

Announcements:

Don Marr, Chief of Staff: We are having our 19th Annual Celebration of Trees Giveaway on October 28, 2017. It will take place at the Arvest Bank Plaza on Center Street. It begins at 7:00 a.m.

The last Fall Bulky Waste Cleanup is on October 28, 2017 from 7:00 a.m. to 2:00 p.m. The location is at Woodland Junior High School and the Recycling & Trash Facility.

The Animal Shelter is hosting an Adoption Spooktacular on October 28, 2017.

The Greedy Goats are currently working until October 21, 2017 to help remove invasive plants in Wilson Park.

City Attorney Kit Williams gave an update on two cases the City of Fayetteville is involved with.

City Council Agenda Session Presentations:

Agenda Session Presentation - Energy Action Plan Update

City Council Tour: None

Adjournment: 9:01 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**
City Council

FROM: **Blake Pennington**, Assistant City Attorney

DATE: **November 7, 2017**

RE: **Council Member Petty's Amendments to Small Cell Facilities ordinance**

Attached is a copy of the Small Cell Facilities and Networks ordinance with amendments highlighted that are being proposed by Council Member Matthew Petty. These are additional amendments to the draft I sent out to you yesterday afternoon. To summarize:

- (E)(1) – grants providers five feet of additional height by right because antennas are going to extend above the pole or structure on which they are installed. Providers can request an additional variance of up to 10 feet total above the structure.
- (E)(4) – clarifies that replacement poles must be the same height but also grants five feet of additional height by right and up to 10 feet total by variance.
- (F)(3) – changes the height limitation for new facilities from 30 feet city-wide to height based on street classification (30 feet for residential and local streets; 40 feet for collector streets; and 50 feet for arterial streets). Adds a variance procedure for a provider to receive up to 10 feet in additional height.
- (F)(6) – clarifies that the 500 foot spacing limitation only applies to new non-camouflaged, non-stealth poles. No spacing limitation applies for existing or co-located facilities or for new camouflaged/stealth facilities.

If these amendments meet with your approval, I would suggest moving to amend the ordinance to adopt this version of Exhibit A so discussion can be had on all of the proposed changes.

EXHIBIT A

110.03 Small Cell Facilities and Networks

(A) Definitions: As used in § 110.03, the following terms shall have the meanings set out below:

(1) *Administrative Review* means non-discretionary evaluation of an Application by the Zoning and Development Administrator. This process is not subject to a public hearing or conditional or special review process.

(2) *Antenna* means communications equipment that transmits or receives electromagnetic radio signals used in the provision of telecommunications services:

(a) *Distributed antenna system (DAS)* means a network that distributes radio frequency signals and consisting of:

1. Remote communications or Antenna nodes deployed throughout a desired coverage area, each including at least one Antenna for transmission and reception;
2. A high capacity signal transport medium that is connected to a central communications hub site; and
3. Radio transceivers located at the hub's site to process or control the communications signals transmitted and received through the Antennas to provide Wireless or mobile Service within a geographic area or structure.

(b) *Small Cell Facility* means a Telecommunications Facility that meets both of the following qualifications:

1. Each Antenna is located inside an enclosure of no more than six (6) cubic feet in volume, or in the case of an Antenna that has exposed elements, the Antenna and all of the Antenna's exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and
2. Primary equipment enclosures that are no larger than 17 cubic feet in volume, or facilities comprised of such higher limits as the FCC has excluded from review pursuant to 54 U.S.C. § 306108. Accessory Facilities may be located outside the primary equipment, and if so located, are not to be included in the calculation of equipment volume. Accessory Facilities includes, but is not limited to, any electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, cut-off switch and vertical cable runs for the connection of power and other services.

(c) *Small Cell Network* means a collection of interrelated Small Cell Facilities designed to deliver wireless service.

- (3) *Applicant* means any person or entity that is engaged in the business of providing wireless services or the wireless infrastructure required for wireless services.
- (4) *Competing local exchange carrier* means a telecommunications provider that has received a certificate of public convenience and necessity from the Arkansas Public Service Commission under the authority of Ark. Code Ann. § 23-17-409 and is authorized to install equipment and operate within the public rights of way or on public or private property in the City of Fayetteville. This shall include distributed antenna systems, small cell facilities and small cell networks.
- (5) *Person* means any individual, resident, citizens, business firm, corporation, partnership, governmental agency, or institution.
- (6) *Stealth technology* means systems, components and materials used in the construction of wireless communications facilities to make it compatible with the surrounding property.
- (7) *Streets* means all streets, roads, highways, alleys, rights-of-way, public utility easements, public property, public ways and air space over such streets, roads, alleys, public rights-of-way, public utility easements, public property and public ways located within the geographic limits of the city.
- (8) *Telecommunications* means the transmission, between or among points specified by the user, of information of the user's choosing without change in the form or content of the information sent and received, whether wired or wireless.
- (9) *Telecommunications facilities or facilities* means all conduits, manholes, poles, antennas, transceivers, wires, cable (including fiber optic cable), technology, and appurtenances owned or utilized by a telecommunications provider or third party infrastructure provider and located in, under or over the streets of the city or on public or private property and utilized in the provision of telecommunications services. This includes without limit, towers of all types, and base stations, including but not limited to buildings, church steeples, water towers, signs, poles, streetlights, traffic signals, or other structures that can be used as a support structure for antennas or the functional equivalent of such. It further includes all related accessory facilities associated with the site. It is a structure and facility intended for transmitting and/or receiving, wireless services, Specialized Mobile Radio (SMR), personal communications services (PCS), commercial satellite services, microwave services, radio, television, and any commercial Wireless Service not licensed by the FCC.
- (10) *Telecommunications Provider or provider* means any person, firm, corporation, partnership or other business entity, other than the city, that provides telecommunications services within or without the geographic boundaries of the city by utilizing telecommunications facilities to provide telecommunications services. This shall include competing local exchange

carriers or businesses that install small cell facilities on behalf of telecommunications providers.

- (11) *Telecommunications services or services* means any service delivering telecommunications by a telecommunications provider that the provider is authorized to provide under federal, state and local law, except that these terms do not include cable service as defined by the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, 47 U.S.C. §521 et seq., and the Telecommunications Act of 1996.

- (B) Compliance with State and Federal Regulations. Applicant shall comply with all applicable state and federal regulations. Proof of compliance shall be provided upon request of the Zoning and Development Administrator. Applicant shall not be required to enter into any franchise agreement with the City.
- (C) Consolidated Application. An applicant may file one consolidated application for a small cell network of up to ten (10) individual small cell facilities of a substantially similar design every seven calendar days. The City may require a separate application for any small cell facilities that are not of a substantially similar design. The form of the permit Application is located on the City's website under Small Cell Facilities and Networks.
- (D) An applicant shall submit with the application all documentation or other evidence required by the Zoning and Development Administrator to sufficiently establish the structural soundness of proposed facilities.
- (E) Administrative Approval of Co-Located Facilities and Facilities Located on Existing Structures. The Zoning and Development Administrator, following an Administrative Review, may approve the following facility installations:
- (1) Locating on Existing Structures. Installation of facilities on an existing structure other than a tower (such as a building, light pole, electric transmission tower, water tank, or other free-standing non-residential structure) provided that the facilities do not extend any higher than five feet above the existing structure. The Zoning and Development Administrator may grant an additional variance, not to exceed ten (10) feet in height above the existing structure, when such additional height is necessary for improved functionality or safety.
- (a) Facilities Placed on Top of Buildings. When facilities extend above the roof height of a building on which it is mounted, every effort shall be made to conceal the facility within or behind existing architectural features to limit its visibility from public ways. If concealment behind existing architectural features is not possible, screening panels manufactured to match existing architectural features may be used. Facilities mounted on a roof shall be stepped back from the front façade in order to limit their impact on the building's silhouette. Screening panels, if used, shall not exceed five (5) feet in height above the existing building's roofline.

- (b) Facilities Placed on Sides of Buildings. Facilities which are side-mounted on buildings shall be camouflaged (such as in a light fixture), shrouded, painted or constructed of materials to match the color of the building material directly behind them, and shall not extend above the roof line or extend more than two (2) feet from the façade of the building. The Zoning and Development Administrator may grant a variance of up to three (3) additional feet from the façade of a building when such additional clearance is necessary for improved functionality or safety.
- (2) Locating on Existing Tower Not Previously Approved Through §163.13 of the U.D.C. Existing towers that do not have facilities may not add such capability without securing a conditional use permit. Antennas may be replaced by similar antennas at the same height and for the same basic usage as the antennas being replaced.
- (3) Locating on Existing Towers Previously Approved Through §163.13. Additional facilities may be placed upon any tower already approved through §163.14 of the U.D.C. so long as such additional facilities would not violate any requirements of the conditional use permit or other provisions of §163.13.
- (4) Replacement of Existing Structures. If installation of facilities requires the removal and replacement of an existing structure, such as a pole, the new structure shall be considered an existing structure for the purposes of this section as long as the replacement structure is the same height as the existing structure, is constructed of substantially similar material or is a camouflaged/stealth structure, and the replacement structure is located within five (5) feet of the location of the original structure. The provisions of § 110.02(E) shall govern the standards of and procedures for construction or installation of replacement facilities within the public rights of way. The facilities may extend up to five feet above the replacement structure. The Zoning and Development Administrator may grant an additional variance, not to exceed ten (10) feet in height above the replacement structure, when such additional height is necessary for improved functionality or safety.
- (5) The applicant must submit a letter of intent indicating the intent and agreement to allow co-location of facilities or installation of facilities on an existing structure.
- (6) If proposed facilities are not or cannot be adequately camouflaged, the City may require the installation of new stealth facilities.
- (7) Any disturbance of City infrastructure (such as, but not limited to, streets, sidewalks, and utilities) shall be repaired and restored by the applicant at its expense and to a condition at least as good as that existing before the work causing such disturbance was commenced.
- (8) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$250.00 for each facility co-located or installed on an existing

structure in the public rights-of-way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, or does not pay franchise fees to the City pursuant to another agreement, the Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.

- (9) Variances. In order to receive a variance under this subsection, an applicant must show that strict enforcement would make it difficult to provide service due to circumstances unique to the facility under consideration (*e.g.*, topographical challenges or line of sight issues) and demonstrate that the granting of the variance will be in keeping with the spirit and intent of this ordinance.

(F) Administrative Approval of New Facilities in Public Rights of Way. Providers proposing the construction or installation of new facilities in the public rights of way (specifically excluding the replacement of existing structures) shall comply with following requirements:

- (1) Construction Maintenance. The provisions of § 110.02(E), with the exception of §§ 110.02(E)(3) and (E)(10), shall govern the process of approval for the construction or installation of any new facilities within the public rights of way.
- (2) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$50.00 for each new facility located in the public right of way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, or does not pay franchise fees to the City pursuant to another agreement, the Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.
- (3) Height Limitations. New facilities placed by the provider in public rights of way are permitted to be a maximum height of no more than ten (10) feet above the median height of other telecommunications facilities in the block for the proposed location, but in no event taller than thirty (30) feet above grade for residential and local streets, forty (40) feet for collector streets, or fifty (50) feet for arterial streets. The Zoning and Development Administrator may grant a variance not to exceed ten (10) additional feet when such additional height is necessary for improved functionality or safety. In order to receive a variance under this subsection, an applicant must also show that strict enforcement would make it difficult to provide services due to circumstances unique to the facility under consideration (*e.g.*, topographical challenges or line of sight issues) and demonstrate that the granting of the variance will be in keeping with the spirit and intent of this ordinance.
- (4) Camouflaging or Stealth Technology Required. New facilities shall be designed to be camouflaged to the greatest extent possible including, but not limited to, use of compatible building materials and colors, incorporation within street lights, screening, landscaping, and placement within trees. All

antenna arrays, cables, and other accessories used for providing the services shall not be obtrusive or noticeably visible. The Zoning and Development Administrator may approve the installation of a standard utility pole in areas where such installation will not degrade the streetscape but any facilities shall be camouflaged to the greatest extent possible. Camouflaging and stealth technology shall be required in all residential areas, improvement districts (including, but not limited to, the Dickson Street area and College Avenue improvement corridor), and any area in which utilities have been installed or relocated underground. Understanding that new technologies are anticipated to change the components of telecommunications facilities, the Administrator may determine if a telecommunications facility or component of a telecommunications facility is designed to be stealth.

- (5) Fall Zone. The minimum distance from the base of any facility to any residential dwelling unit shall be the lower height or required setback, whichever is greater, unless all persons owning said residence or the land on which said residences are located consent in a signed writing to the construction of said facility. This setback is considered a "fall zone." In the event that an existing facility is proposed as a mount for the provider's equipment, a fall zone shall not be required.
- (6) Distance between new facilities. New non-camouflaged or non-stealth facilities shall be spaced a minimum of five hundred feet (500') from any other new non-camouflaged or non-stealth facility approved under subsection (F). New camouflaged facilities or new facilities utilizing stealth technology to fit within the streetscape (e.g., incorporated within a street light) shall not be subject to this distance requirement.
- (7) Information Required to Process Requests for New Facilities.
 - (a) Provide a map of the geographic area that your project will serve;
 - (b) Provide a map that shows other existing facilities that are used by the telecommunications provider who is making the application;
 - (c) Provide a map that shows other potential standalone locations for your facility that have been explored;
 - (d) Provide a scaled site plan containing information showing the property boundaries, proposed facility, existing land use, surrounding land uses and zoning, access road(s) location and surface material, existing and proposed structures and topography.;
 - (e) Describe why the proposed location is superior, from a community perspective, to other potential locations. Factors to consider in the community perspective should include: visual aspects, setbacks, and proximity of single-family residences;
 - (f) Describe your efforts to install your facility on existing structures. The applicant should demonstrate a good faith effort to locate facilities on existing structures and/or co-locate with other carriers. The city may deny a request to construct or install a new structure by an applicant

that has not demonstrated a good faith effort with respect to this requirement.

- (g) Describe whether you will or will not accommodate equipment of other telecommunications providers that could co-locate on your facility. Describe how such accommodation will impact both your pole and your ground mounted facilities. Provide documentation of your provider's willingness or unwillingness to accommodate other providers who may be able to co-locate on your facility.

(8) Application Time Frame. A final decision shall be issued for applications for facilities under subsections (E) and (F) within 60 calendar days subject to the following:

- (a) The City shall supply written notice to the Applicant within thirty days of receipt of an Application clearly and specifically delineating any missing documents or information.
- (b) Applicant shall submit any supplemental documentation and information to the City.
- (c) City shall then have up to ten (10) calendar days to notify Applicant that the supplemental documentation or information satisfies the City's request.
- (d) Second or subsequent notices may not specify missing documents or information that were identified in the original notice of incompleteness.
- (e) This timeframe shall be tolled in cases in which the City determines that the application is incomplete. This timeframe may also be tolled by mutual agreement of the Applicant and City.

(G) New Structures on Private Property. Telecommunications providers proposing the construction or installation of new poles or towers on privately owned property in the City shall comply with the provisions of § 163.13 ***Wireless Communications Facilities*** and shall obtain a conditional use permit.

(H) New Facilities on Public Property. The City of Fayetteville will actively market its own property and existing facilities as suitable co-location sites. Applications for new facilities on public property shall be subject to the Administrative Review process. An annual lease amount should be charged according to the fair market value of the location. In cases in which the company no longer needs the facility, the city may require it to be removed. Applicants may be required to provide co-location space for city-owned facilities. For purposes of this subsection, public property shall not include any public right of way or structures in any public right of way. Small cell facilities installed in the public right of way or on structures in the public right of way shall pay only the fees set forth in subsection (E) and shall not be charged additional fees under this subsection.

(I) Appeals. An Applicant may appeal to the City Council a decision or interpretation made in the Administrative Review process by the Zoning and Development Administrator. Appeals shall follow the procedure set forth in Section 155.02 of the Unified Development Code. Pedestrian access and safety. All facilities shall be installed in such a manner not to impede, restrict, or adversely impact pedestrian or

vehicular safety or convenience, or violate any provision of the Americans with Disabilities Act.

- (J) Emergency removal or relocation of facilities. The City retains the right to cut or move any facility located within its rights-of-way as the City, in its sole discretion, may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. City shall notify the provider after cutting or removing any facility within its rights-of-way. If circumstances permit, the City shall notify the provider in advance of any cutting or removal and give the provider an opportunity to move its own facilities.

ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

Subject of Record

Last: **HADDAJI**First: **SAMI**Middle: **A**Date of Birth: **01/29/1986**Sex: **M**Race: **U**Social Security Number: ~~XXXXXXXXXX~~ (not verified, supplied at time of request)**- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT**

Requestor Information

Transaction Number: **ABC002311296**Date: **10/09/2017**Agency Reporting: **Arkansas State Police**

Purpose: **Pursuant to Arkansas Code §3-2-103 regarding applicants for licensing by the Alcoholic Beverage Control Division.**

Released To: **Carolyn Vance On Behalf of ABC**Representing: **ABC**Mailing Address: **1515 W 7TH STREET LITTLE ROCK, AR 72201**

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last three (3) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.





STATE OF ARKANSAS
ALCOHOLIC BEVERAGE CONTROL DIVISION

APPLICATION FOR PRIVATE CLUB PERMIT

Private Club _____

Permit No. _____

We hereby make applications for permits to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

VIP CLUB

FEIN# 47-3415261

Non-Profit Corporation

APPLICANT ON BEHALF OF CLUB Sami Ammar Haddaji

First

Middle

Last

HOME ADDRESS 2128 N. Garland Avenue #1 Fayetteville 72704 Washington

Street

City

Zip

County

BUSINESS NAME VIP Club

BUSINESS ADDRESS 326 North West Avenue #6 Fayetteville 72701 Washington

Street

City

Zip

County

Is proposed location inside or outside city limits? Inside

Does the club own the premises? No If leased, give name and address of owner:

HMT of Fayetteville, LLC P.O. Box 1181 Fayetteville, AR 72702

Is your establishment primarily engaged in the business of serving food for consumption on the premises? No

Under which system of dispensing alcoholic beverages will the club operate?

Pool/Revolving X Locker

Does anyone now hold an alcoholic beverage permit at this location? No If so, give name, address and permit no. (s)

Amount of Dues \$ 5.00 ANNUAL (X) MONTHLY ()



Give names and addresses of all officers/directors of the non-profit organization:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Sami Haddaji	President/Vice President	2128 North Garland Avenue #1 Fayetteville, AR
Trisha Caldwell-Haddaji	Secretary/Treasurer	2128 North Garland Avenue #1 Fayetteville, AR

Signed this _____ day of _____.

Signature of Applicant/Managing Agent

President/Managing Agent

Official Title

Subscribed and sworn to before me this _____ day of _____.

Notary Public

My Commission Expires: _____

10/27/09

SCHEDULE A - INDIVIDUAL'S PERSONAL HISTORY



25-103-0714.10

Application filed by Applicant - A, Stockholder/Partner - S : A

I submit answers to the following questions under oath:

1. Name Sami Haddaji Sex M Date of Birth 1-29-1986
2. Home Address 2128 N. Garland Ave #1 Fayetteville 72704 Phone No. 479-228-8530
Street City Zip
3. Are you a person of good moral character and reputation in your community? Yes
4. Are you a (CITIZEN) or (PERMANENT RESIDENT ALIEN) of the United States? CIRCLE ONE
 Social Security No. 89-714-6710 Green Card No. 205-629-0001
5. Are you a resident of the county in which application has been made? Yes
 If not, do you live within 35 miles of the premises to be permitted? _____
6. Have you ever been convicted of a felony? YES _____ NO X If so, give full information _____
7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceeding this application? YES _____ NO X If so, give full information _____
8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceeding this application? YES _____ NO X If so, give full information _____
9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? Yes If so, give name, place, and permit number(s)
Sami Haddaji - Hookah Java Cafe (inactive status)
10. Have you applied and been refused a permit at the applied for location within the last 12 months?
No If so, give full information _____
11. Marital Status: Single () Married (X) Divorced () Separated () Other ()
12. Furnish complete information regarding members of Immediate family:

Relationship	Full Name	Address	Occupation
Wife -	Trisha Caldwell-Haddaji	2128 N. Garland Avenue #1 Fayetteville	Office Manager
		Arkansas 72704	



(a) Are any of the above to be connected with the operation of the outlet? No

(b) If so, who and in what capacity? _____

13. Give your home address (city or town) and dates at each for the past five (5) years:

2128 North Garland Avenue #1, Fayetteville, AR 72704 - 11/13 - Current

Cite El Feth Jemmel, Tunisia - Childhood - 11/2013

14. Covering the past five (5) years, give in detail the following:

<u>Your Business or Occupation</u>	<u>Name & Address of Employer</u>	<u>Dates of Employment</u>
Owner - The Mediterranean Truck	- 1/1/2017 - Present	
Owner - Hookah Java Cafe	- 2/1/16 - 4/1/2017	
Team Lead - Sam's Club	- Highway 112, Fayetteville, AR 72701	- 5/2014 - 6/2016

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.

Applicant's Signature

STATE OF ARKANSAS

COUNTY OF Washington

Sami Haddaji, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2017.

Notary Public

My Commission Expires: _____



AUTHORITY TO RELEASE INFORMATION

Application filed by Applicant - A, Stockholder/Partner - S : A

TO WHOM IT MAY CONCERN:

I understand that the Alcoholic Beverage Control Enforcement Division will conduct a thorough investigation before a final decision is made regarding my eligibility to hold an alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the Alcoholic Beverage Control Enforcement Division and the Alcoholic Beverage Control Board.

Signature - Full Name

Date

2128 North Garland Avenue #1**Home Address**

Fayetteville

AR

72704

City**State****Zip**

2128 North Garland Avenue #1**Mailing Address**

Fayetteville

AR

72704

City**State****Zip**

479-228-8530**Contact Phone****Business Phone**

sahaddaji@gmail.com**E-Mail Address**

Sworn and subscribed before me this _____ day of _____, 2017.

Notary Public

My Commission Expires: _____

DESCRIPTION OF BUSINESS AND ENTERTAINMENT ACTIVITIES FOR PRIVATE CLUB PERMIT



NAME OF OUTLET	VIP Club
----------------	----------

CITY Fayetteville

COUNTY Washington

Arkansas Law requires that a private club must exist for some reason other than the consumption of alcoholic beverages. On this sheet of paper, which is a part of your verified application, you are to describe, in complete detail, what entertainment (live bands, dancers, food service, etc.), social functions, or other recreational events will be available at the club for the members. If you are in doubt about whether to list an item, you are urged to include it.

Under Section 1.34 of the ABC regulations, any permit issued by this agency is only valid for the uses described in the original application. Any material change in the club's operation or entertainment, other than originally listed in this application, *without prior approval of the director*, shall be grounds or revocation of your permit.

On your floor plan, which is a separate attachment, please mark the entrance to the private club, noting the location of the guest book, and mark any major features of the private club area, including where specific entertainment items will be located.

PLEASE PRINT OR TYPE YOUR RESPONSES BELOW. USE THE BACK OF FORM, OR ADDITIONAL SHEETS, IF NECESSARY.

VIP Club will offer its members and guests three televisions for their viewing pleasure.

VIP Club will also have a DJ for music.

vip Club initially will be open four days a week, Wednesday, Thursday, Friday and

Saturday from 6:00 p.m. until 2:00 a.m. There is a possibility in the future they will

be open 6 days a week (Monday through Saturday) from 6:00 p.m. to 2:00 a.m.

VIP Club will place a jar with the name of a charity on the bar that members and

guests can donate to. The Managing Agent will pick new charity each month for which

the members and guests may donate to.

1. Alaniz, Anthony 14857 Cove Creek Prairie Grove, AR 72753
2. Alruwaily, Talal 333 N St Charles Ave # 419 Fayetteville, AR 72701
3. Anadell, Joel 4141 N Cadillac Dr. #9 Fayetteville, AR 72703
4. Anderson, Christopher 15 N Locust #4 Fayetteville, AR 72701
5. Apulu, Ndotimi 900 N Leverette Ave #107 Fayetteville, AR 72701
6. Atchley, Seth 122 W Meadow St #4 Fayetteville, AR 72701
7. Baird, Julia 1062 Bel Air Dr. Fayetteville, AR 72703
8. Bateman, JR 4420 Madison 2590, Huntsville, AR 72740
9. Benazzouz, Amine 1291 Fox Run In Elkins, AR 72727
10. Bertan, Xavier 727 W. Beck Fayetteville, AR 72703
11. Beter, Daniel 567 N Scottsdale Dr. #3 Fayetteville, AR 72701
12. Bogard, Catherine 415 West Johnson. Springdale, AR 72764
13. Bonilla, Carolina 3636 Glenbrook Loop Springdale, AR 72764
14. Bowers, Isaiah 519 S Duncan St #1 Fayetteville, AR 72701
15. Boyd, Rosemarie 1756 N Merion Way #204 Fayetteville, AR 72704
16. Brandon, Bryan 12056 Hazel Valley Rd Fayetteville, AR 72701
17. Brewer, Jacob 210 S. Hill St Fayetteville, AR 72701
18. Brooks, Zack 930 W Berry Fayetteville, AR 72701
19. Brown, Todd 101 Cope Rd Crossett, AR 71635
20. Caldwell, Tina 118 Double Rd Renfrew, PA 16053
21. Caldwell, Trisha 2128 N Garland Ave #1 Fayetteville, AR 72704
22. Calloway, Paul 3490 E. Redwood Drive, Fayetteville, AR 72703
23. Calloway, Pauline 3061 Skillern Road, Fayetteville, AR 72703
24. Carlson, Gustav 714 W. Douglas Fayetteville, AR 72701
25. Chaisson, Brian 4170 Hillside Terrace, Fayetteville, AR 72703
26. Coates, Myles 3001 W Wedington Ave #12 Fayetteville, AR 72701
27. Collins, Joseph 1002 Taldo Loop Springdale, AR 72762
28. Darboe, Joko 2000 Commons Dr. Rogers, AR 72756
29. Debraff, Gavin 1248 N Centennial Ave West Fork, AR 72774
30. Diaz, Karla 1618 Mayberry Dr., Neosho, MO 64850
31. Dilley, Jeremiah 522 W Maple #9 Fayetteville, AR 72701
32. Drake, Jeniece 22433 Downum Rd Springdale, AR 72762
33. Drake, Terry 280 Countryside Drive, Farmington, AR 72730
34. Duffy, Dustin 1474 Timberlane Dr. Fayetteville, AR 72701
35. Eccleston, Quinton 938 N. Daisy Ln., Fayetteville, AR 72703
36. Edwards, Danielle 20948 Dobbs Mountain Rd. Evansville, AR 72729
37. Faber, Denise 1650 E. Carolyn Drive Fayetteville, AR 72701
38. Faulkner, Colby 934 Silverado Dr., Fayetteville, AR 72701
39. Foster, Cazzie 649 North Haven Dr. Memphis, TN 38127
40. Fox, Lauren 721 Dogwood Ct Crossett, AR 71635
41. Freeze, Alexandria 7408 Flint Rd # 105 Shawnee, KS 66203
42. Fulgham, Alex 485 N Monroe Station Dr. Fayetteville, AR 72704
43. Galdamez, Johnny 701 N 24th St Rogers, AR 72756
44. Gately, Sterlyn 719 N Storer Ave Fayetteville, AR 72701
45. Gilbert, Jason 3511 E. Madison Drive, Fayetteville, AR 72701
46. Gogia, Ruchika 900 N Leverette Ave #318 Fayetteville, AR 72701
47. Granthan, David 4516 Frank St N. Little Rock, AR 72118
48. Green, McKenna 615 W Cheshire Ct #101 Fayetteville, AR 72701
49. Harrison, Shanda 51063 S 727 Rd Colcord, OK 74338
50. Hubbell, Dilly 107 Greenbriar Crossett, AR 71635
51. Hubbell, Griffin 1681 N Timberridge Ct Fayetteville, AR 72704
52. Hubbell, Judy 108 Greenbriar Crossett, AR 71635
53. Jones, Jared 301 W. Spring St Fayetteville, AR 72701
54. Kegley, Jake 507 Branchwood Ave., Springdale, AR 72764
55. King, Ryan 400 N. Coral Canyon Loop Fayetteville, AR 72703
56. Kong, Paul 10200 S Old Cincinnati Rd Lincoln AR 72744
57. Krzesinski, William 625 W Dickson St #5 Fayetteville, AR 72701
58. Land, Peyton 884 W Holly St. Fayetteville, AR 72703
59. Lane, Jason 1412 N Oakland Fayetteville, AR 72703
60. Lisle, Derek 1209 S Gentlevally Dr. Fayetteville, AR 72701

VIP Club

61. Loreton, Jesse 1251 E. Shepherd Lane Fayetteville, AR 72703
62. Mallett, Ashleigh 3215 W. Jewell Rd Fayetteville, AR 72701
63. McAllister, Jonathan 104 Garvin Dr. Fayetteville, AR 72701
64. McCabe, Dallas 1340 N Futrall Dr. Fayetteville, AR 72703
65. McPherson, Adam 1247 W Mt. Comfort Rd Fayetteville, AR 72703
66. Meier, Vince 413 N West Ave Fayetteville, AR 72701
67. Melchor, Juan 33 Wood Springs Dr. Fayetteville, AR 72701
68. Melchor, Marco 5401 SW Villa Bentonville, AR 72712
69. Melendez, Yohan 1563 S. Razorback Rd Fayetteville, AR 72701
70. Miller, Jill 2784 Coy Kaylor Drive, Apt. 12, Fayetteville, AR 72703
71. Miller, Nanette 3105D Curtis Street, Fayetteville, AR 72703
72. Mourton, Kenneth 1415 Mission, Fayetteville, AR 72701
73. Mucciarone, Robin 1611 South River Meadows Drive, Fayetteville, AR 72701
74. Murray, Brandon 2731 N Chapel Dr. Fayetteville, AR 72704
75. Myers, Marty 1047 S. Sherman Ave Fayetteville, AR 72701
76. Njai, Isatole 2900 N 22nd St Rogers, AR 72756
77. Noseworthy, Charles 66 Glenmere Ave Florida, NY 10921
78. Nunez, Dom 1563 S. Razorback Rd Fayetteville, AR 72701
79. Odell, Chandler 1343 N Oakland #203 Fayetteville, AR 72703
80. Perez, Javid 2510 S Walton Blvd., Bentonville, AR 72712
81. Passamano, Michael 31 Wood Springs Dr., Fayetteville, AR 72701
82. Peterson, Calvin 55 Wood Springs Dr., Fayetteville, AR 72701
83. Perdue, Larry 1428 E. Farmers Avenue, Fayetteville, AR 72701
84. Raiyan, Shifat 688 N Leverette Ave, Fayetteville, AR 72701
85. Raley, Mark 208 West Hill Street, Alpena, AR 72611
86. Rambeau, Christian 65 N Fletcher Ave Fayetteville, AR 72701
87. Reas, Marilyn 442 Madison 7225, Hindsville, AR 72738
88. Rivera, Evelin 333 Carrington Ave Springdale, AR 72764
89. Robinson, Michael 1047 S Sherman Ave Fayetteville, AR 72701
90. Rogers, Tiffany 1789 Ashley 89 Crossett, AR 71635
91. Rollins, John 4024 Hillside Terrace, Fayetteville, AR 72703
92. Schneider, Ricardo 934 S. Silverado Dr. Fayetteville, AR 72701
93. Scott, Clayton 3198 N Malinda Fayetteville, AR 72703
94. Shah, Saurya 574 N 24th St. Rogers, AR 72756
95. Smith, Josh 18994 Shoreline Way Fayetteville, AR 72703
96. Sugg, Andrew 119 Kate Smith St #3 Prairie Grove, AR 72753
97. Taylor, Joel 176 Canada Ave Wichita, KS 57217
98. Taylor, Stephen 5100 Zero St. Apt 2310, Fort Smith, AR 72903
99. Terry, Dee 727 W. Beck Fayetteville, AR 72703
100. Thompson, Matt 107 Dakota Trail Farmington, AR 72730
101. Tlamirez, Chris 905 Lochness Lane Garland, TX 75044
102. Todd, Kyle 1501 N Prairie Dunes Trail Fayetteville, AR 72704
103. Varley, Phil 2673 Preston St #120 Salt Lake City, UT 84106
104. Vega, Daniel 1948 S 17th Pl. Rogers, AR 72758
105. Villasaner, Jordan 2438 W. St. Pete's Ct. #205 Fayetteville, AR 72701
106. Villines, Toby 4515 Madison 8715, Huntsville, AR 72740
107. Wakefield, Dick 2285-2 Wolf Run Drive, Fayetteville, AR 72704
108. Wandrey, Amy 3147 N Sheryl Ave Fayetteville, AR 72703
109. Ward, Ezra 2811 S. Hunt Lane Fayetteville, AR 72701
110. Weaver, Dylan 2884 N. Sunny Lane, Fayetteville, AR 72703
111. Wimberly, Sam 2116 Loren Circle, Fayetteville, AR 72703
112. Wunschel, Nathan 2106 N Garland Ave #1 Fayetteville, AR 72704

VIP club

STATE OF ARKANSAS

SECRETARY OF STATE

Mark Martin

ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Mark Martin, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Amendment

of

WILD PONY CANYON, INC.

changing the name to

VIP CLUB

filed in this office
October 3, 2017.



In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 3rd day of October, 2017.

Mark Martin

Arkansas Secretary of State



Certificate of Amendment of a Non-Profit Corporation

WILD PONY CANYON, INC.,

corporation duly organized, created and existing under and by virtue of
the laws of the State of Arkansas, by its Presiding Director or Officer,

DOES HEREBY CERTIFY:

At a meeting of the membership (or incorporators or board of directors)

which was held on: 10/02/2017

in the City of: FAYETTEVILLE,

**the Articles of Incorporation of this corporation were amended
to read as follows:**

**THE NAME OF THE CORPORATION SHALL
BE VIP CLUB. THE REGISTERED AGENT
SHALL BE CHANGED TO SAMI HADDAJI, 326
N. WEST AVENUE, SUITE 6, FAYETTEVILLE,
AR 72701. THE PRIMARY PLACE OF
BUSINESS SHALL BE CHANGED TO 326 N.
WEST AVENUE, SUITE 6, FAYETTEVILLE, AR
72701.**

Check appropriate statement:

- X I If approval of the members was not required, a statement to
that effect and a statement that the amendment was
approved by a sufficient vote of the board of directors or
incorporators;**
- II If approval by members was required:**
- (a) the designation, number of memberships outstanding,
number of votes entitled to be cast by each class
entitled to vote separately on the amendment, and the
number of votes of each class indisputably voting on
the amendment; and**
- (b) either the total number of votes cast for and against the
amendment by each class entitled to vote separately on
the amendment or the total number of undisputed votes
cast for the amendment by each class and a statement
that the number cast for the amendment by each class
was sufficient for approval by that class.**
- III If the approval of the amendment by some person or
persons other than the members, the board or incorporators
is required pursuant to § 4-33-1030, a statement that the
approval was obtained.**

Date: 3rd of October, 2017

{ \$delayed_message

Signature of Presiding Director: ANGELA CALLOWAY

STATE OF ARKANSAS

SECRETARY OF STATE

Mark Martin

ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Mark Martin, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Incorporation

of

WILD PONY CANYON, INC.

filed in this office January 28, 2015 in compliance with the provisions of the law and are hereby declared a body politic and corporate, by the name and style aforesaid, with all the powers, privileges and immunities granted in the law thereunto appertaining.



In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 28th day of January, 2015.

Mark Martin

Arkansas Secretary of State



Articles of Incorporation for Dom. Non-Profit Corp

Filing Information

Filing Act: 1147 of 1993
Entity Name: WILD PONY CANYON, INC.
File Date: 2015-01-28 13:40:09
Effective Date: 2015-01-28
Filing Signature: JILL MILLER
Organization Type: Public - Benefit Corporation
Asset Distribution: To the members.
Has Members: Yes

Registered Agent:

First Name: KENNETH
Last Name: MOURTON
Suffix: MR
Address 1: 3608 N. STEELE BLVD., SUITE 202
City: FAYETTEVILLE
State: AR
Zip: 72703
Country: USA
Phone: 479-442-6213

Officers

First Name: JILL
Last Name: MILLER
Title: Incorporator/Organizer
Address 1: 3608 N. STEELE BLVD., SUITE 202
City: FAYETTEVILLE
State: AR
Zip: 72703
Country: USA

BY-LAWS
OF
VIP CLUB
ARTICLE ONE
OFFICES

The principal office of the corporation shall be located at 326 North West Avenue #1, Fayetteville, Arkansas 72701. The corporation may have such other offices, either within or out the State of Arkansas, as the Board of Directors may determine from time to time.

ARTICLE TWO
MEMBERS

SECTION 1. Classes of Members: The members of the corporation shall be one class and shall be allowed one vote each as herein below set forth. The qualifications for membership shall be stated hereinafter.

SECTION 2. Election of Members: Any person interested in becoming a member of the corporation shall submit a written and signed application, on a form approved by the Board of Directors, to the Secretary of the Corporation. Such application shall be accompanied by the written sponsorship of one member in good standing or one member of the Board of Directors. Applicants whose applications are so approved shall become members of the corporation.

As soon as the Membership Committee shall have formed, as provided hereinafter, all applications for membership shall be submitted to the Membership Committee, duly considered by the Committee. On approval of his/her application by the Membership Committee the applicant shall become a member of the corporation.

Any applicant who has been disapproved by the Membership Committee or any sponsor of such applicant, shall have the privilege of review by the membership at large, according to such procedure as may be fixed by the Board of Directors.

SECTION 3. Voting Rights: Each member in good standing shall be entitled to one vote on each matter submitted to a vote of the members.

SECTION 4. Termination of Membership: The Board of Directors, by affirmative vote of two-thirds of all of the members of the Board, may suspend or expel a member for cause after an appropriate hearing, and, by a majority vote of those present at any regularly constituted meeting, may terminate the membership of any member who becomes ineligible for membership.

SECTION 5. Resignation: Any member may resign by filing a written resignation with the Secretary.

SECTION 6. Reinstatement: On written request signed by a former member and filed with the Secretary, the Board of Directors, by the affirmative vote of two-thirds of the members of the Board, may reinstate such former terms as the Board of Directors may deem appropriate.

SECTION 7. Transfer of Membership: Membership in this corporation is not transferable or assignable.

ARTICLE THREE

MEETING OF MEMBERS

SECTION 1. Annual Meeting: An annual meeting of the members shall be held at the principal office of the corporation on the first day following the holiday in the month of January in each year, beginning with the year 2018, at the hour of one o'clock (1:00) p.m. for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

If the day fixed for the annual meeting is a legal holiday in the State of Arkansas, such meeting shall be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as is convenient.

SECTION 2. Special Meetings: Special meetings of the members may be called by the President, the Board of Directors, or not less than one-tenth of the members having voting rights, at a place designated by the Board of Directors. If no designation is made, the place of meeting shall be the principal office of the corporation in the State of Arkansas.

SECTION 3. Notice of Meetings: Written or printed notice stating the place, day, and hour of any meeting of members shall be posted at the main entrance to the corporate office or meeting place in a conspicuous place, not less than five (5) nor more than ten (10) days before the date of such meeting, by or at the direction of the president, or the secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these by-laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his/her address as it appears on the records of the corporation with postage thereon prepaid.

SECTION 4. Informal Action by Members: Any action required by law to be taken at a meeting of the members, or any action that may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members entitled to vote with the respect to the subject matter thereof.

SECTION 5. Quorum: A quorum shall consist of at least ten members eligible to cast votes at any regular or special meeting of the corporation. If a quorum is not present at any meeting of the membership, a majority of the members present may adjourn the meeting.

SECTION 6. Proxies: All voting by the club membership or any committee or sub-committee of the club shall be by the individual member in person or by mailed ballot. No proxy vote shall be allowed.

SECTION 7. Voting by Mail: Where directors or officers are to be elected by members of any class or classes of members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE FOUR

BOARD OF DIRECTORS

SECTION 1. General Powers: The affairs of the corporation shall be managed by its Board of Directors.

SECTION 2. Number, Tenure, and Qualifications: The number of directors shall be two. Directors shall be elected at the annual meeting of members and the term of office of each director shall be until the next annual meeting of the members and the election and qualification of his/her successor.

SECTION 3. Regular Meetings: A regular meeting of the Board of Directors shall be held without any other notice than this by-law immediately after, and at the same place, as the annual meeting of members. The Board of Directors may provide, by resolution, the time and place for holding additional regular meetings without other notice than such resolution. Additional regular

meetings shall be held at the principal office of the corporation in the absence of any designation in the resolution.

SECTION 4. Special Meetings: Special meetings of the Board of Directors may be called by or at the request of the president or two directors, and shall be held at the principal office of the corporation or at such other place as the directors may determine.

SECTION 5. Notice: Notice of any special meeting of the Board of Directors shall be given at least two days previously thereto by written notice delivered personally or sent by mail or telegram to each director at his/her address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when it is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

SECTION 6. Quorum: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the directors are present the meeting may be adjourned from time to time without further notice.

SECTION 7. Vacancies: Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of directors shall be filled by the Board of Directors. A director appointed to fill a vacancy shall serve for the unexpired term of his/her predecessor in office.

SECTION 8. Compensation: Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE FIVE

OFFICERS

SECTION 1. Officers: The officers of the corporation shall be a president, vice president, secretary and treasurer, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint such other officers, including one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person.

SECTION 2. Election and Term of Office: The officers of corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his/her successor has been duly elected and qualifies.

SECTION 3. Removal: Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officers so removed.

SECTION 4. Vacancies: A vacancy in any office because of death, resignation, removal disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. Powers and Duties: The several officers shall have such powers and shall perform such duties as may from time to time be specified in resolutions or other directives of the Board of Directors. In the absence of such specifications, each officer shall have the powers and authority and shall perform and discharge the duties of officers of the same title serving in non-profit corporation having the same or similar general purposes and objectives as this corporation.

ARTICLE SIX

COMMITTEES

SECTION 1. Committees of Directors: The Board of Directors by resolution adopted by majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the corporation, but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed on it/him/her by law.

SECTION 2. Membership Committee: At the first meeting of the Board of Directors, or such special meeting of the Board of Directors as may be called for the purpose, the Board shall elect from the membership no fewer than three nor more than five persons who shall constitute the Membership Committee. Of the committee members first elected, one shall serve for one year, one shall serve for two years, and one shall serve for three years. At annual meetings of the members thereafter, the member shall be elected to the committee for one-year terms to fill the terms as they expire. Any

vacancy occurring in the committee by death, resignation, withdrawal from membership or otherwise shall be filled by majority vote of all the remaining members of the committee. Any person so elected shall serve for the remainder of the term of his/her predecessor.

The committee, when formed, shall organize itself, shall elect from its members a chairman and a secretary and shall perform the functions and discharge the duties, concerning the consideration, approval, and election of new members, as are given to the committee elsewhere in these by-laws, or by resolution of the Board of Directors, or by resolution of the members.

SECTION 3. Other Committees: Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interest of the corporation shall be served by such removal.

ARTICLE SEVEN

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1. Contracts: The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or may be confined to specific instances.

SECTION 2. Checks, Drafts, or Orders: All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation, shall be

signed by such officer or officers, agent or agents, of the corporation, and in such manner as shall from time to time be determined by resolution of the Board of Directors, such instruments shall be signed by the president or vice-president of the corporation.

SECTION 3. Deposits: All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

SECTION 4. Gifts: The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for any purpose of the corporation.

ARTICLE EIGHT

MEMBERSHIP CARDS

Section 1. Proof of Membership: The Board of Directors shall provide for the issuance of membership cards evidencing membership in the corporation, which cards shall be in such form as may be determined by the Board. Such cards shall be signed by the president or vice-president and by the secretary or an assistant secretary and shall be sealed with the seal of the corporation. All cards evidencing membership of any class shall be consecutively numbered. The name and address of each member and the date of issuance of the card shall be entered on the records of the corporation. If any card is lost, mutilated, or destroyed, a new card may be issued on such terms and conditions as the Board of Directors may determine.

SECTION 2. Issuance of Membership Cards: When a member has been elected to membership a membership card shall be issued in his/her name and delivered to him/her by the secretary.

ARTICLE NINE

BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, committees, having and exercising any of the authority of the Board of Directors and the membership committee, and shall keep at the principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member or his/her agent or attorney for any proper purpose at any reasonable time.

ARTICLE TEN

FISCAL YEAR

The fiscal year of the corporation shall be January through December.

ARTICLE ELEVEN

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of Arkansas Law or the Articles of Incorporation or the by-laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice.

ARTICLE TWELVE

AMENDMENT OF BY-LAWS

These by-laws may be altered, amended, or repealed, and new by-laws may be adopted by a majority of the Board of Directors at any regular meeting or at any special meeting.

Trisha Caldwell-Haddaji

MINUTES OF THE BOARD OF DIRECTORS OF VIP CLUB

The Special Meeting of the Board of Directors of VIP Club, a non-profit corporation organized under the laws of the State of Arkansas, was held at the office of the corporation, in Fayetteville, Arkansas on the October 4, 2017, at 9:00 a.m.

Sami Haddaji as Chairman and Trisha Caldwell-Haddaji acted as Secretary and recorded the minutes of the meeting.

After brief discussion, the Board decided unanimously to hire Sami Haddaji as the manager of the corporation's establishment. The Board expressed that it will periodically reevaluate the course of institution of the new goals and advise Mr. Haddaji of the necessary adjustments in business operations of the corporation. The board unanimously voted to also appoint Sami Haddaji as the managing agent and specifically directs that he make application to the Alcohol and Beverage Control Division of the State of Arkansas for a Private Club Permit.

Furthermore, to effectuate the change in management, it was:

RESOLVED, that Sami Haddaji is elected and appointed as the managing agent for the corporation and the officers are directed to compile all appropriate documents as manager of the establishment to be filed with the State of Arkansas on a timely basis. The Board hereby authorizes and appoints Sami Haddaji as manager and grants him the authority to apply for a Private Club Permit in his name as managing agent of the club. Additionally, the Board directs that Sami Haddaji make application to the Alcohol Beverage Control Division of the State of Arkansas for a Private Club Permit.

In furtherance of the new image that the corporation wishes to generate, the Board authorizes and directs Sami Haddaji to renovate and modify by all means necessary the current premises which the corporation operates. The Board requested Sami Haddaji to keep them informed of all internal and external modifications. The Board also directed Sami Haddaji to restructure the organization

and personnel of the current establishment. In doing so, the Board went on to direct Sami Haddaji to diligently oversee all day to day operations to assure that the business of the corporation is conducted pursuant to all relevant laws and codes of operation and conduct as promulgated by the State of Arkansas.

There being no further business to come before the Board, upon motion duly made, seconded, unanimously carried, the meeting was adjourned.

Trisha Caldwell-Haddaji

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of October 24, 2017 between HMT of Fayetteville, LLC, an Arkansas limited liability company ("Lessor"), VIP Club, an Arkansas nonprofit company ("Lessee"), and HaddajiAmir, LLC, an Arkansas limited liability company, and Sami Haddaji and Trisha Caldwell, individuals and residents of the State of Arkansas (collectively, "Guarantors").

W-I-T-N-E-S-S-E-T-H:

That each of the aforesaid parties acknowledges receipt of a valuable consideration from the other and they and each of them act herein in further consideration of the covenants of the other as herein stated. Lessor, Lessee and Guarantors agree as follows:

ARTICLE I

PREMISES

1.1 Lessor does hereby grant, demise and lease unto Lessee approximately 2,092 rentable square feet in the Laundry Building located at 326 North West Avenue, Suite 6, Fayetteville, Arkansas ("Building"), all as more particularly identified on Exhibit "A" attached hereto (the "Premises"). Lessee, its agents, employees, invitees and visitors shall also be entitled to the non-exclusive use of common area hallways and bathrooms ("Bathrooms") with other tenants located in the Building. The rentable area in the Premises is hereby stipulated to be the aggregate amount of square feet hereinabove stated, whether the same should be more or less as a result of minor variations resulting from actual construction and completion of the Premises for occupancy.

USE OF PREMISES

1.2 The Premises are to be used and occupied continuously throughout the term hereof solely for the lawful business of a bar (beer, wine, liquor and spirits), and a coffee and pastry shop, but for no other purpose except upon the prior written consent of Lessor. Under no circumstances shall Lessee allow the Premises or any part thereof to be used as an adult cabaret, an escort business, a "gentlemen's club", a striptease or erotic dance club, for wet T-shirt, bikini, "short-short" or similar contests, for wet boxer-short, "best buns" or similar contests, for "mud wrestling" or similar contests, or for prostitution, solicitation, pimping or pandering, or for any other lewd, lascivious, indecent, immoral, profane, or sexually-oriented conduct or entertainment deemed objectionable by the Lessor, in its sole discretion. Further, Lessee shall not promote, facilitate, advertise, aid or fail to prevent such activities from the Premises. Lessee shall not do any act or thing to cause a disturbance or interfere with other lessees, or affect their occupancy as such, or affect the Lessor in its operation and maintenance of the Premises. Lessee acknowledges and agrees that as it pertains to the activities not permitted on or about the Premises as set forth in this Section 1.2, the interests of Lessor and Lessor's other tenants in the Building take precedence over any individual rights of Lessee, and if the Lessor shall at any time deem the tenancy of the Lessee undesirable by reason of objectionable or improper conduct prohibited by this provision on the part of the Lessee, the occupants of the Premises hereby leased, or visitors thereto, or by reason of conduct or actions of the persons aforesaid, or any of them causing annoyance to Lessor or the other lessees in the Building, then, notwithstanding anything herein to the contrary, the Lessor shall have the right to terminate this Lease by giving the Lessee a three (3) days' written notice to quit and vacate the same; and the term of this Lease shall terminate upon the expiration of the time therein mentioned, and the Lessor shall thereupon be entitled to the immediate possession of said leased premises and may take possession thereof without legal process, or may avail itself of any remedy provided by law for the restitution of possession and without any further and other notice to quit upon Lessee. Notwithstanding anything herein to the contrary, the Premises may not be used for conducting karaoke and karaoke-like events, including, but not limited to sing-a-longs and vocal competitions, or as a restaurant serving primarily Asian cuisine, including, but not

limited to Chinese, Japanese, Korean, Thai and/or Vietnamese cuisine.

TERM AND OPTION TO RENEW

1.3 The Premises are hereby demised unto Lessee for a five (5) year term commencing at 12:01 a.m. on October 24, 2017 ("Commencement Date") and expiring without further notice at 11:59 p.m. on September 30, 2022, unless earlier terminated as herein provided (the "Initial Term"). Lessee shall have the option to renew this Lease for one (1) additional term of five (5) years commencing at 12:01 a.m. on October 1, 2022 and expiring without further notice at 11:59 p.m. on September 30, 2027 (the "Renewal Term"). Lessee shall notify Lessor of its intent to exercise this option at least sixty (60) days prior to the expiration of the Initial Term. The Initial Term and any Renewal Term are collectively referred to herein as the "Term".

RENTAL

1.4 (a) As rental for the Premises during the Initial Term, Lessee shall pay Lessor rent in monthly installments of Two Thousand Six Hundred Fifteen and 00/100 Dollars (\$2,615.00). Rent shall be payable in advance on the first (1st) day of every month without notice, demand, offset or deduction, commencing on the first to occur of (i) November 1, 2017 or (ii) the date on which Lessee opens the Premises for business or otherwise commences its operations therein. If rent has not been paid by the first (1st) day of the month in which it is due, 10% of the monthly payment will be assessed as a late charge. If Lessee pays late more than two times during the Term hereof, 50% of the monthly payment shall be assessed as a late charge on all subsequently late payments. The foregoing late charges are not a penalty, but represent the parties' good faith agreement as to an agreed upon amount which shall have been incurred by Lessor for the financial risk and time associated with Lessee's delinquency or default. If the first (1st) day of the month is not a "business day"—meaning a day during which commercial banks are open for business in Fayetteville, Arkansas, then the monthly payment shall be extended to the next succeeding business day. No grace period shall apply. Time is of the essence.

(b) Commencing October 1, 2022 (i.e., the first year of the Renewal Term, if any), the amount of each monthly installment of rent shall be equal to 105% of the rent paid or due to be paid during the last month of the Initial Term of this Lease (i.e., September 2022). Thereafter, on each subsequent October 1 of the Renewal Term, monthly rent shall increase by 2.0%.

(c) Whenever, by the terms of the Lease, Lessee is required to make payments or furnish items, all such additional items required to be paid by Lessee are to be considered as additional rent and Lessor is to have the same rights and remedies upon the nonpayment of such as Lessor has for the nonpayment of the rent provided in this Section 1.4.

SECURITY

1.5 On or prior to the date hereof, Lessee shall deliver Two Thousand Six Hundred Fifteen and 00/100 Dollars (\$2,615.00) to Lessor as security for the performance of Lessee's covenants herein contained. Upon default by Lessee in making any payment or performing any obligation herein provided, Lessor shall have the right but not the obligation to apply said deposit toward payment of any arrearages of rent or other payments required of Lessee hereunder, or toward payment of any other damages, injury, cost or expense incurred by Lessor and caused by Lessee. If all or any part of the deposit shall be so applied by Lessor, then within ten (10) days after Lessor shall make demand upon Lessee for a replacement deposit equal in amount to the deposit so applied, which shall be delivered to Lessor by Lessee. If Lessee is not in default hereunder, any remaining balance of such deposit shall be returned by Lessor to Lessee without interest within thirty (30) days after termination of this Lease.

TAXES, SPECIAL ASSESSMENTS, LICENSES, ETC.

1.6 Lessee shall pay to the property owner prior to delinquency at any time during the term

of the Lease that they may be imposed, levied or assessed: all ad valorem real and personal property taxes and special assessments against the Premises or any personal property thereon resulting from any improvement or alterations to the above-described use of the Premises by Lessee which are in excess of the amount of such prior to the beginning of the Lease term. Lessor shall promptly deliver to the Lessee a statement for Lessee's portion of the aforementioned taxes or assessments upon receipt from the appropriate taxing authority. Lessee shall only be responsible for the taxes accrue during the Lessee's Lease, Lessee shall also pay to proper taxing authority, prior to delinquency, any and all license fees, franchise fees or any other taxes that may accrue during the term of the lease. Promptly after demand therefore, Lessee shall furnish to Lessor satisfactory proof of payment of any or all items stated herein which are payable by Lessee.

ARTICLE II

FINISH WORK

2.1 In no event shall Lessor be obligated to complete or otherwise provide any finish work for the Premises

UTILITIES

2.2 Lessee shall be solely responsible for and promptly pay all of the following utilities, including all charges for electricity, water, gas, telephone, internet, cable television, alarm and fire protection service and trash, or any other utility or service provided to or used or consumed in the Premises. In no event shall Lessor be liable of interruption or failure in the supply of any such utilities of or to the Premises unless caused or contributed by Lessor. Failure of Lessee to make necessary arrangements for Lessee's utility service will result in an interruption of those utility services. Lessee shall not allow the utility used as a heating source (whether gas or electric) to be disconnected by any means (including non-payment of bill) until the end of the lease term.

MAINTENANCE

2.3 Lessor shall clean the common area Bathrooms in accordance with historical practices. Lessee shall be responsible for all cleaning of the interior of the Premises. Lessee shall pay for all exterminating services, and for all window cleaning and replacement. Lessee shall refer all contractors, contractor's representatives and installation technicians, rendering any service to Lessee, to Lessor for Lessor's supervision, approval and control before performance of any contractual service at the Premises, such approval to not be unreasonably withheld, delayed or conditioned. This provision shall apply to all work performed at the Premises of any nature affecting any physical portion of the Premises or the Building. Lessor shall be responsible for making all repairs, maintenance, or replacement of or to the HVAC system, plumbing (excluding hot water heaters and excluding any repairs, maintenance or replacements caused by Lessee or its agents, employees, customers, invitees, or visitors) and electrical systems, the underground utility installations and underground electrical conduit and wires of the Building (but not with respect to Lessee's electrical needs within the Premises). Lessor shall also be responsible for the maintenance, replacement, and repair to the roof, outer walls and structural portion of the Building which shall be necessary to maintain the Building in a safe and leaseable condition and in good order and repair and maintenance. Lessee (along with other tenants in the Building) shall monitor the Bathrooms on a regular basis and immediately report damage or graffiti, shall use best efforts to determine the responsible party, and shall contact the Fayetteville Police Department if necessary to report vandalism or criminal activity. Notwithstanding anything herein to the contrary, Lessee shall, at its sole costs and expense, repair and replace any damage or injury done to the Premises, the Bathroom, the Building, or any part thereof, caused by Lessee or its agents, employees, customers, invitees, or visitors. Should Lessee fail to make such repairs or replacements within seven (7) days of receipt of written demand of Lessor, Lessor may, at its option, make such repairs and replacements and Lessee shall pay the cost thereof to Lessor upon demand, or Lessor may use Lessee's security deposit to cover such costs. Bathrooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than for which they were constructed; no foreign substance of any kind whatsoever

shall be thrown therein, and Lessee shall bear the expense to repair any damage caused by Lessee, its agent, employee or invitees.

QUIET POSSESSION

2.4 Lessee shall keep and perform all of its covenants under this Lease on the part of Lessee to be performed, and Lessor shall use its best efforts to provide quiet, peaceful and uninterrupted possession of the Premises; provided, however, Lessee acknowledges and agrees that the Premises is located in Fayetteville's entertainment district, in a multi-tenant complex, where tenants and others may generate music and/or noise, at various hours throughout the day or night.

ARTICLE III

CONDITION

3.1 Lessee will maintain the Premises in a clean and healthful condition; and comply with all applicable laws, ordinances, orders, rules, and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction thereof) with reference to use, conditions, or occupancy of the Premises. During the Term of this Lease, Lessee agrees to conduct its operations within the Premises in compliance with the Americans With Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) as well as the regulations and accessibility guidelines promulgated thereunder as each is supplemented or amended from time to time (collectively, "ADA"). In the event that Lessee elects to undertake any alterations to, for or within the Premises, then Lessee covenants and agrees that all such alterations shall be performed and completed in compliance with ADA.

INDEMNITY AND INSURANCE; WAIVERS; SUBROGATION; INDEMNITY

3.2 Lessee is familiar with the Premises, accepts the Premises in the condition in which they are now and agrees that Lessor shall not be liable to Lessee or Lessee's agents, employees, invitees or visitors for any injuries, death or damage to persons or property due to any condition, design, defect or accessibility issues in the Building or its mechanical systems or elsewhere in the Premises or the Building which may now exist or hereafter occur. Lessee accepts the Premises as suitable for the purposes for which the same are leased and assumes all risks of injury, death or damage to persons or property for which Lessee may become legally liable, and agrees that no representations, except such as are contained herein or endorsed hereon have been made to Lessee respecting the condition of the Premises.

(a) Insurance. Lessee shall at its expense procure and maintain throughout the Term commercial general liability insurance in amounts of not less than a combined single limit of \$1,000,000.00, insuring Lessee, Lessor, and Lessor's agents against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises. Lessee shall furnish certificates of such insurance and such other evidence satisfactory to Lessor of the maintenance of all insurance coverages required hereunder, and Lessee shall obtain a written obligation on the part of each insurance company to notify Lessor at least 30 days before cancellation or (if available) a material change of any such insurance. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Lessor.

(b) Indemnification. Lessee shall defend, indemnify, and hold harmless Lessor and Lessor's agents and their respective members, officers, employees, and partners from and against all claims, demands, liabilities, causes of action, suits, judgments, and expenses (including attorney's fees) (i) for any bodily injury and property damage claims arising from the negligence or willful misconduct of Lessee or its employees, agents, contractors or invitees, or (ii) for claims arising from noncompliance with ADA.

WASTE

3.3 Lessee shall not commit or permit any waste to be committed whatsoever.

NUISANCES

3.4 Lessee shall not create or allow any nuisance to exist in the Premises, and shall abate promptly and free of expense to Lessor any nuisance that may arise in the Premises. Lessee shall keep all adjacent sidewalks, alleys and common areas free of debris, cigarette butts, trash, vomit, blood, urine or other offensive materials. Lessee shall be responsible for the misconduct and transgressions of its agents, employees, customers, invitees and visitors, and shall be liable for damages and repairs to the Premises, including all equipment, plumbing, sinks, commodes, stalls, and fixtures in the common area Bathrooms. Only toilet paper shall to be placed in the toilets and no paper towels or feminine products may be flushed. Lessee shall pay all expenses for maintenance to clear a clog in the bathroom. Lessee shall respect all of its neighbors in the Building, and their quiet enjoyment of the property. Lessee shall not commit, permit, or suffer any objectionable or disorderly conduct, noise or other nuisance whatsoever about the Premises or in adjacent areas, or commit, permit, or suffer anything to be done by any customer or guest that disturbs or interferes with the rights, comforts or conveniences of other tenants in the Building. Lessor's determination of what constitutes a nuisance shall be binding on Lessee.

**INVALIDATION OF
INSURANCE**

3.5 Lessee shall not suffer anything to be or remain upon or about the Premises which will invalidate any policy of insurance which Lessor may now or hereafter have upon the Building.

**INCREASED
PREMIUMS**

3.6 Lessee shall not suffer anything to be or remain upon or about the Premises nor carry on nor permit upon the Premises any trade or occupation or suffer to be done anything which may render an increased or extra premium payable for any insurance of the Premises or the Building against fire, casualty, liability or any other insurable causes, unless consented to in writing by Lessor. Regardless of whether Lessor has so consented or not, Lessee shall pay any such increased or extra premium within ten days after Lessee shall have been advised by Lessor of the amount thereof.

ALTERATIONS

3.7 Lessee shall have the right to make non-structural improvements to the Premises, as Lessee may deem necessary or desirable at its sole expense, provided that all such improvements shall be made in compliance with ADA. Notwithstanding the foregoing, upon the termination of the Lease, all decorations, floor covering, fixtures, additions, partitions, hardware, light fixtures, non-trade fixtures and improvements, temporary or permanent, movable furniture and equipment belonging to Lessee, in or upon the Premises, placed thereon by Lessee or paid by Lessee, shall be Lessee's property; except to the extent the removal thereof will result in material damage to the structure of the Premises. All plans, drawings and specifications for structural changes in the Premises shall specifically state that the changes comply with ADA, and shall require the written consent of Lessor, which consent shall not be unreasonably withheld, delayed or conditioned, prior to the commencement of any such changes. All structural changes to the Premises shall be performed at Lessee's sole expense. Lessor may impose additional reasonable conditions in order to grant its consent to a structural change, including (a) the requirement that Lessee post an additional security deposit, and (b) that Lessee shall, upon termination of the Lease, complete such alterations and repairs as may be necessary to return the Premises to its original layout and condition, as of the date of this Lease.

**USE OF BUILDING
NAME**

3.8 Lessee shall not, except to designate Lessee's business address (and then only in a conventional manner and without emphasis or display) use the "Laundry Building" name or any simulation or abbreviation of such name for any purpose whatsoever without the Lessor's prior written consent. Lessor shall have the right to change the name of the

Building at any time after six (6) months' notice to all lessees. Lessee will discontinue using any such name and any simulation or abbreviation thereof for the purpose of designating Lessee's business address before the date Lessor shall specify in its notice to Lessee after which the Building shall no longer be known by such name.

SIGNS

3.9 Lessee shall not paint, display, inscribe, maintain or affix any sign, picture, advertisement, notice, lettering or direction on any area outside the Premises except as may be approved by Lessor and the City of Fayetteville, if required by applicable law, code or ordinance. Upon expiration or earlier termination of this Lease, at its sole expense, Lessee shall remove all signage and repair any damage to the Building fascia resulting from the installation or removal of Lessee's sign.

DEFACING PREMISES AND OVERLOADING

3.10 Lessee shall not place anything or allow anything to be placed near the glass of any door, partition, wall or window which may be unsightly from outside the Premises, and Lessee shall not place or permit to be placed any article of any kind on any window ledge or on the exterior walls. Blinds, shades, awnings or other forms of inside or outside window coverings, or window ventilators or similar devices, shall not be placed in or about the outside windows in the Premises except to the extent that the character, shape, color, material and make thereof is approved by Lessor (such approval to not be unreasonably withheld, delayed or conditioned), and Lessee shall not do any painting or decorating in the Premises or make, paint, cut or drill into, or in any way deface any part of the Premises or the Building without the written consent of Lessor, which consent shall not be unreasonably withheld, delayed or conditioned

REPAIRS

3.11 Lessee (along with other tenants in the Building) shall monitor the Bathrooms on a regular basis and immediately report damage or graffiti, shall use best efforts to determine the responsible party, and shall contact the Fayetteville Police Department if appropriate. Notwithstanding anything herein to the contrary, Lessee shall, at its sole costs and expense, repair and replace any damage or injury done to the Premises, the Bathroom, the Building, or any part thereof, caused by Lessee or its agents, employees, customers, invitees, or visitors. Should Lessee fail to make such repairs or replacements within seven (7) days of receipt of written demand of Lessor, Lessor may, at its option, make such repairs and replacements and Lessee shall pay the cost thereof to Lessor upon demand, or Lessor may use Lessee's security deposit to cover such costs.

ASSIGNMENT OR SUBLETTING

3.12 Lessee shall not assign or sublet the Premises, this Lease or any part thereof without the prior written consent of Lessor, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, notwithstanding any assignment or subletting, Lessor may require Lessee or any guarantor of Lessee's obligations under this Lease, as a condition to such assignment, to remain fully or partially responsible for the payment of the rent herein specified and for compliance with all of Lessee's other obligations under this Lease.

ATTORNEY FEES

3.13 Lessee shall pay all costs of collection, including reasonable attorney fees, if all or any part of the rent reserved herein is collected after maturity with the aid of any attorney; and Lessee shall also pay reasonable attorney fees in the event it becomes necessary for Lessor to employ an attorney to force Lessee to comply with any of the covenants, obligations or conditions imposed by this Lease.

RULES OF BUILDING

3.14 Lessee and Lessee's agents, employees and invitees will comply fully with all requirements of Rules of the Building which are attached hereto and, which are a part of this Lease as though fully set out herein. Lessor shall at all times have the right to change such rules and regulations or to amend them in such reasonable manner, not inconsistent with the

terms of this Lease, as may be deemed advisable for safety, care and cleanliness of the Building and for preservation of good order therein. Provided, however, Lessor shall notify Lessee of any change in such rules at least ten (10) days before such rules are to go into effect. All rule and regulation changes and amendments will be forwarded to Lessee in writing and shall be carried out and observed by Lessee after the effective date.

**ENTRY FOR REPAIRS
INSPECTING, ETC.**

3.15 Lessor, its officers, agents, partners and representatives, and any mortgagee, secured party or other creditor to whom or for whose benefit a lien against the interest of Lessor in the Building has been granted as security for the payment of any indebtedness of Lessor, shall each have the right to enter into and upon the Premises at all reasonable times, or in the case of emergency at any time, to inspect the same or make such repairs or alterations as they may deem necessary or desirable. Lessee shall also permit Lessor at all reasonable times or, in case of emergency, at any time to inspect, erect, use and maintain pipes, ducts, conduits and similar devices in, above and through the Premises, and to make any necessary repairs or alterations. Lessor shall be allowed to take all material into and upon the Premises that may be required therefore without the same constituting an eviction of Lessee in whole or in part and the rent reserved shall in no wise abate while said repairs and maintenance are being made, by reason or loss or interruption of the business of Lessee, or otherwise. Anything to the contrary contained in this Section 3.15 notwithstanding, except in the case of any emergency, any such entrance, repairs or alterations which are made by Lessor, unless and except they are made at the request of Lessee, shall not be made at times when they would interrupt the normal business operations of Lessee, except with prior written approval of Lessee.

**SURRENDER OF
PREMISES**

3.16 Upon any termination of this Lease, by default, expiration, lapse of time or otherwise:

- (a) Lessee shall immediately vacate and surrender the Premises to Lessor in good order, condition and repair, reasonable wear and tear excepted;
- (b) Lessee shall surrender all door keys for the Premises to Lessor; and
- (c) Lessee grants to Lessor full authority and right to enter upon the Premises and take possession thereof.

LIENS

3.17 Lessee shall keep the Premises free from all liens which might arise from a third party's transaction with Lessee, and the provision of services and the sale of goods and materials. If such lien does arise, then Lessee shall cause such lien to be removed, extinguished or satisfied within a reasonable time at the sole expense of Lessee.

SMOKING

3.18 Due to the increased risk of fire and the known adverse health effects of secondhand smoke, smoking is prohibited in the Bathrooms, hallways and common areas of the Building. Cigarette and cigar smoking may be permitted in the Premises, but only in compliance with (a) the laws of the State of Arkansas, including, but not limited to, the Arkansas Clean Indoor Air Act of 2006 and the Arkansas Protection from Secondhand Smoke for Children Act of 2006, as each shall be amended from time to time; and (b) all City of Fayetteville, Arkansas ordinances governing smoking and secondhand smoke, as amended from time to time. This policy applies to Lessee, all customers, guests, employees and servicepersons. Notwithstanding the foregoing, smoking may not be allowed in the Premises if it endangers the health or wellbeing of any third person or otherwise affects the quiet enjoyment by other tenants in the Building. In some situations, Lessor may require Lessee, at Lessee's sole expense, to install and maintain appropriate and functioning air purification systems, including "smoke eaters," exhaust fans, ventilation and filtration equipment. Air exhausted from the Premises should be discharged directly to the outdoors, and should not be permitted to be recirculated back into the Building.

BROKER

3.19 Lessee represents that it was not shown the Premises by any real estate broker or agent and that Lessee has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

ARTICLE IV

RIGHTS RESERVED TO LESSOR

4.1 Lessor shall have the following rights exercisable without notice or demand and without liability to Lessee for damage or injury to property, persons or business (all claims for damage therefore being hereby released by Lessee), and without effecting an eviction or disturbance of Lessee's use or possession of the Premises or giving rise to any claim for setoffs or abatement of rent:

(a) To name the Building and change the name or street address of the Building as set out in Section 3.8 above;

(b) To install and maintain signs on the exterior and interior of the Building; subject to Lessee's signage rights regarding the Premises as set forth in Section 3.9 of this Lease;

(c) To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises, and Lessee shall not replace any locks without the prior written consent of Lessor;

(d) To decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy during the last six months of the term hereof, provided that Lessee shall have then vacated the Premises, or at any time after Lessee abandons the Premises;

(e) To enter the Premises at reasonable hours to make inspections, or to exhibit the Premises to prospective Lessees, purchasers or others, or for other reasonable purposes;

(f) To take all such reasonable measures as Lessor may deem advisable for the security of the Building and its occupants, including without limitation, the search of all persons entering or leaving the Building, the evacuation of the Building for cause, suspected cause, or for drill purposes, the temporary denial of access to the Building;

(g) To approve the weight, size and location of safes, computers and other heavy articles in and about the Premises and the Building and to require all such items and other office furniture and equipment to be moved in and out of the Building and the Premises only at such times and in such manner as Lessor shall direct and in all events at Lessee's sole risk and responsibility;

(h) To decorate and to make at any time or times, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in and to the Premises, the Building or part thereof as Lessor may deem necessary or desirable and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Premises or any part of the Building all material and equipment required; and to close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities, provided that Lessor shall cause only such inconvenience or annoyance to Lessee as is reasonably necessary in the circumstances;

(i) To do or permit to be done any work in or about the Premises or the Building or

any adjacent or nearby building, land, street or alley;

(j) To grant to anyone the exclusive right to conduct any business or render any service in the Building; provided, however, that such grant shall not have any effect on Lessee's ability to operate the Premises as a bar or to conduct any other business on the Premises approved by Lessor, pursuant to this Lease;

(k) To designate and approve, prior to installation, all types of window shades, blinds, drapes, awnings, window ventilators and other similar equipment, and to approve all internal lighting that may be visible from the exterior of the Building;

(l) To have and retain a paramount title to the Premises free and clear of any act of Lessee; and

(m) To sell, assign or transfer all of Lessor's interest in the Lease.

DEFAULT

4.2 The following event shall be deemed to be events of default by Lessee under the Lease:

(a) Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of five (5) days;

(b) Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within five (5) days after written notice thereof to Lessee;

(c) Lessee or any guarantor of Lessee's obligations shall make an assignment for the benefit of creditors;

(d) Lessee or any guarantor of Lessee's obligations shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Lessee or any guarantor of Lessee's obligations shall be adjudged bankrupt or insolvent in proceedings filed against Lessee or any guarantor of Lessee's obligations thereunder and such adjudication shall not be vacated or set aside or stayed within the time permitted by law;

(e) A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee or any guarantor of Lessee's obligations and such receivership shall not be terminated or stayed within the time permitted by law; or

(f) Lessee shall desert, vacate or abandon any substantial portion of the Premises for more than fourteen (14) days.

Upon the occurrence of any of such events of default, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(1) Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any loss and damage which Lessee may suffer by reason of such termination, whether through failure to relet the Premises on satisfactory terms or otherwise.

(2) Without terminating this lease, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying the Premises or any part thereof, make such alterations and repairs as may be necessary in order to relet the Premises, and relet the Premises or any part thereof for such term and at such rental and upon such other terms and conditions as Lessor in its sole discretion may deem advisable. Upon each such reletting, the rentals received by Lessor shall be applied: first, to the payment of any indebtedness other than rent hereunder due from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting including reasonable brokerage fees and reasonable attorney's fees and costs of such alterations and repairs; third, to the payment of any rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than the rent to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor upon demand. No such re-entry or taking of possession by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention shall be given to Lessee; and any attempt by Lessor to mitigate its claim for damages against Lessee by reletting the Premises shall not be construed as a waiver of its right to damages under this section.

(3) To enter upon the Premises, by force if necessary, without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this lease; and Lessee agrees to reimburse Lessor on demand for any expenses Lessor may incur in this effecting compliance with Lessee's obligations under this Lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action, whether caused by the negligence of Lessor or otherwise.

(4) Upon any event of default by Lessee all unpaid rent payments due under the terms of the lease shall be due and payable immediately upon demand by Lessor.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies herein provided, or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained. No waiver by Lessor of any violation or breach of any of the terms, provisions and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other or succeeding violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

**ESTOPPEL CERTIFICATE
BY LESSEE**

4.3 From time to time, upon not less than ten (10) days prior request by Lessor, Lessee shall execute and deliver to Lessor and to any other person designated by Lessor a written estoppel certificate stating to the extent true and accurate as believed in good faith by Lessee, among any other thing reasonably requested by Lessor, that: (a) the Lease has commenced and Lessee is paying rent on a current basis in accordance with the terms of the Lease, subject to no offsets or claims and that all obligations of Lessor which are conditions precedent to Lessee's occupying the Premises have been fulfilled, (b) Lessor is not in default under the Lease and no condition exists which with the passage of time will become a default, and (c) no modification or amendment will be made in the Lease without the prior written consent of any mortgagee, secured party or other creditor to whom or for whose

benefit as lien against the interest of Lessor in the Building has been granted as security for the payment of any indebtedness of Lessor.

**SUBORDINATION OF
LEASE, ATTORNMENT
NON-DISTURBANCE**

4.4 This Lease and all rights of Lessee hereunder are subject and subordinate to any deeds of trust, mortgages, security agreements, lease assignments or other instruments of security, that now or hereafter cover all or any part of the Building, the land situated beneath the Building or any interest of Lessor therein, and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions of any of the foregoing. This provision is hereby declared by Lessor and Lessee to be self operative and no further instrument shall be required to effect such subordination of this Lease. Lessee shall, however, upon demand at any time or times execute, acknowledge and deliver to Lessor any and all instruments and certificates that in the judgment of Lessor may be necessary or proper to confirm or evidence such subordination. Notwithstanding the generality of the foregoing provisions of this Section 4.4, Lessee agrees that any such mortgagee, secured party or assignee shall have the right at any time to subordinate any such deeds of trust, mortgages, security agreements, lease assignments or other instruments of security to this Lease on such terms and subject to such conditions as they may deem appropriate in their discretion. Provided, however, so long as Lessee is not in default in the payment of rent or in the performance of any of the terms of the Lease, Lessee's possession of the Premises and Lessee's rights and privileges under the Lease or any renewal thereof shall not be diminished or interfered with by any aforesaid mortgagee, secured party or assignee. Lessee hereby irrevocably appoints Lessor as attorney in fact for Lessee with full power and authority to execute and deliver in the name of Lessee any such instruments. Lessee agrees to pay all rent due hereunder directly to any aforesaid mortgagee, secured party or assignee, or as Lessee may be directed by the same, upon the receipt of notice from the same that Lessor is in default under their particular security instrument. Lessee agrees in the event it is requested by such mortgagee, secured party or assignee, or any proceedings are brought for the foreclosure or enforcement of any such security instrument, to attorn to the holder of the same and to recognize them as Lessor under this Lease. Lessee agrees to execute and deliver at any time and from time to time upon the request of Lessor any instrument which may be necessary or appropriate in any such event to evidence such attornment. Lessee hereby irrevocably appoints Lessor and the holder of such security instrument, or any of them, the attorney in fact for Lessee with full power and authority to execute and deliver in the name of Lessee any such instrument. Lessee further waives the provisions of any statute or law now or hereafter in effect which may give or support to give Lessee any right to terminate or otherwise adversely affect this Lease in the event any such foreclosure proceeding is brought.

**RENEWAL OR
AMENDMENT**

4.5 No renewal or amendment of this Lease shall be binding on either party unless it is in writing and signed by Lessor and Lessee.

HOLDING OVER

4.6 Should Lessee or any of its successors in interest hold over the Premises or any part thereof after the expiration of the term of this Lease, such holding over shall constitute and be construed as a tenancy from month to month only. Lessee will pay as liquidated damages on the first day of each month during the holdover period an amount equal to two hundred fifty percent (250%) of the rent paid or due to be paid during the last month of the term of this Lease. No receipt of money by Lessor from Lessee after termination of this Lease shall reinstate or extend this Lease or affect any prior notice given by Lessor to Lessee. Any extension of this Lease shall be in writing signed by Lessor and Lessee.

**WAIVER OF
LIABILITY**

4.7 As part of the consideration for this Lease, Lessee hereby releases Lessor from all

liability for damage to any property of Lessee located in or upon the Building which results from the negligence of Lessor to the extent any such loss or damage is covered by insurance maintained by Lessee. Also, as part of the consideration for this Lease, Lessor hereby releases Lessee from all liability for damage to any property of Lessor located in or upon the Building which results from the negligence of Lessee to the extent any such loss or damage is covered by insurance maintained by Lessor. Lessee and Lessor further covenant that any insurance maintained by either party shall contain an appropriate provision whereby the insurance company or companies consent to the foregoing mutual release of liability and so waive insurance subrogation rights to the extent of the agreement contained in this Section 4.7; provided that Lessor's release shall only be operative upon proof of insurance coverage and approval of said insurance by Lessor and its insurer.

COVENANTS TO RUN TO HEIRS, ETC.

4.8 All covenants, conditions, agreements, and undertakings in this Lease shall extend and inure to the benefit of Lessor and its successors and assigns, and to the heirs, executors, administrators, successors and assigns of Lessee the same as if they were in every case named and expressed; and except as herein otherwise provided, all said covenants, conditions and agreements shall be binding upon the successors and assigns, heirs, executors, and administrators of the respective parties.

DAMAGE BY FIRE OR OTHER CASUALTY

4.9 If a material portion of the building which affects Lessee's occupancy is rendered reasonably unusable by Lessee in furtherance of its ordinary course of business by fire or other casualty, Lessee may elect to terminate this Lease as of the date of the fire or casualty by notice to Lessor within five (5) days after the date of the event. If Lessee does not terminate this Lease within such period, Lessor may elect (a) to terminate this Lease as of the date of the fire or casualty by notice to Lessee within ten (10) days after the date of the event, or (b) to repair, restore or rehabilitate the Building or the Premises at Lessor's expense, in which event this Lease shall not terminate but rent shall be abated for the period of time that Lessee is unable to conduct its ordinary course of business thereon and shall be pro-rated in the event that only a portion of the Premises are unusable in Lessee's ordinary course of business and abated on a per diem basis for that portion of the Premises that is unleaseable. If such damage is due to an act or omission of Lessee, then Lessor shall have such rights as are set forth herein at Lessee's cost and expense. If Lessor elects so to repair, restore, or rehabilitate the Building or the Premises, said work shall be undertaken and prosecuted with all due diligence and speed. In the event of termination of the Lease pursuant to this Section 4.9, rent shall be apportioned on a per diem basis and paid to the date of the fire or casualty.

CONDEMNATION

4.10 If the Premises or the Building, or any part thereof, or any interest therein, be taken by virtue of eminent domain or for any public or quasi-public use or purpose, Lessor shall have the right to terminate this Lease at the date of such taking or within six months thereafter by giving Lessee thirty (30) days' prior notice of the date of such termination. Any interest which Lessee may have or claim to have in any award resulting from any condemnation proceedings shall be limited solely to the unamortized value of any permanent improvements to the structure of the Building paid for directly by Lessee and any claim for furniture or equipment of any nature whatsoever shall be excluded. All other condemnation awards, including but not limited to any award made on the basis of the leasehold estate created by this Lease, shall be the sole and separate property of Lessor.

NOTICES

4.11 Any notice or other communication required or permitted to be delivered under the Lease shall be in writing and shall be delivered by (i) personal delivery (or hand delivery to the Premises), (ii) email, or (iii) overnight delivery via a national courier service, in each case to the address specified below (provided that any notice received by email transmission on a non-business day or on any business day after 5:00 p.m. addressee's local time shall be deemed to have been received at 9:00 a.m. addressee's local time on the next business day):

If to Lessor: HMT of Fayetteville, LLC
PO Box 1181
Fayetteville AR 72702
Email: propertymgr.hmt@gmail.com

With a copy to: tcraigjones@gmail.com

If to Lessee: VIP Club
326 N West Avenue, Suite 6
Fayetteville AR 72701

If to Guarantors: c/o Sami Haddaji
326 N West Avenue, Suite 6
Fayetteville AR 72701
Email: sahadddaji@gmail.com

**EXHIBITS AND
EFFECTIVE DATE**

4.12 The Lease becomes effective only upon execution and delivery by both Lessor and Lessee. All exhibits and riders attached to this Lease and initialed by Lessor and Lessee are incorporated into and made a part of this Lease.

TIME

4.13 Time is of the essence in this Lease.

CAPTIONS

4.14 The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

**OTHER
AGREEMENTS**

4.15 This Lease contains the entire agreement of the parties hereto with respect to the matters contained herein and no other representations, promises or agreements, oral or otherwise, have been made between the parties.

GUARANTOR:

4.16 Guarantors hereby acknowledge and agree that they have a vested legal interest in Lessor and Lessee entering into this Lease, and hereby agree to be liable for the timely payment of all sums due or to become due hereunder during the Term, and the timely performance of the duties, responsibilities, conditions and obligations of Lessee during the Term as set forth herein.

IN TESTIMONY WHEREOF, the above named Lessor, Lessee and Guarantors have executed this instrument on the day and year set forth above in this Lease.

LESSOR:

HMT of Fayetteville, LLC

By: Valerie Shaw
Title: Property Manager

LESSEE:

VIP Club

By: SAM
Title: Board Managing member
President Agent

GUARANTOR:

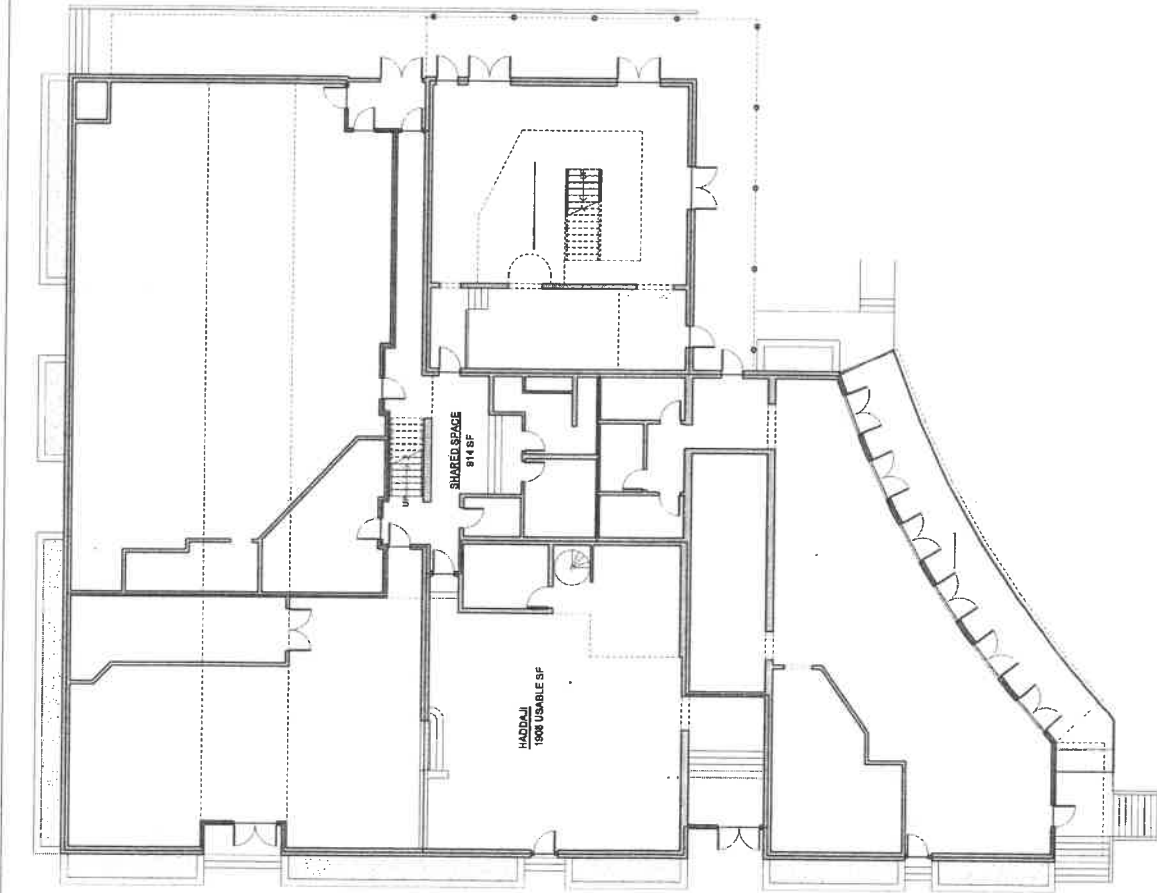
HaddajiAmir, LLC

By: SAM
Title: owner

SAM
Sam Haddaji, individually

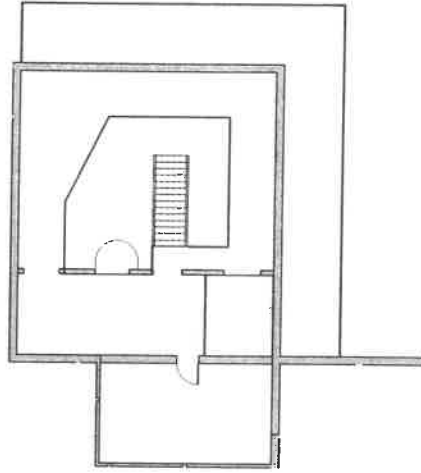
Trisha Caldwell
Trisha Caldwell, individually

WEST WATSON STREET



WEST STREET

① LEVEL 1 AREA PLAN
1/8" = 1'-0"



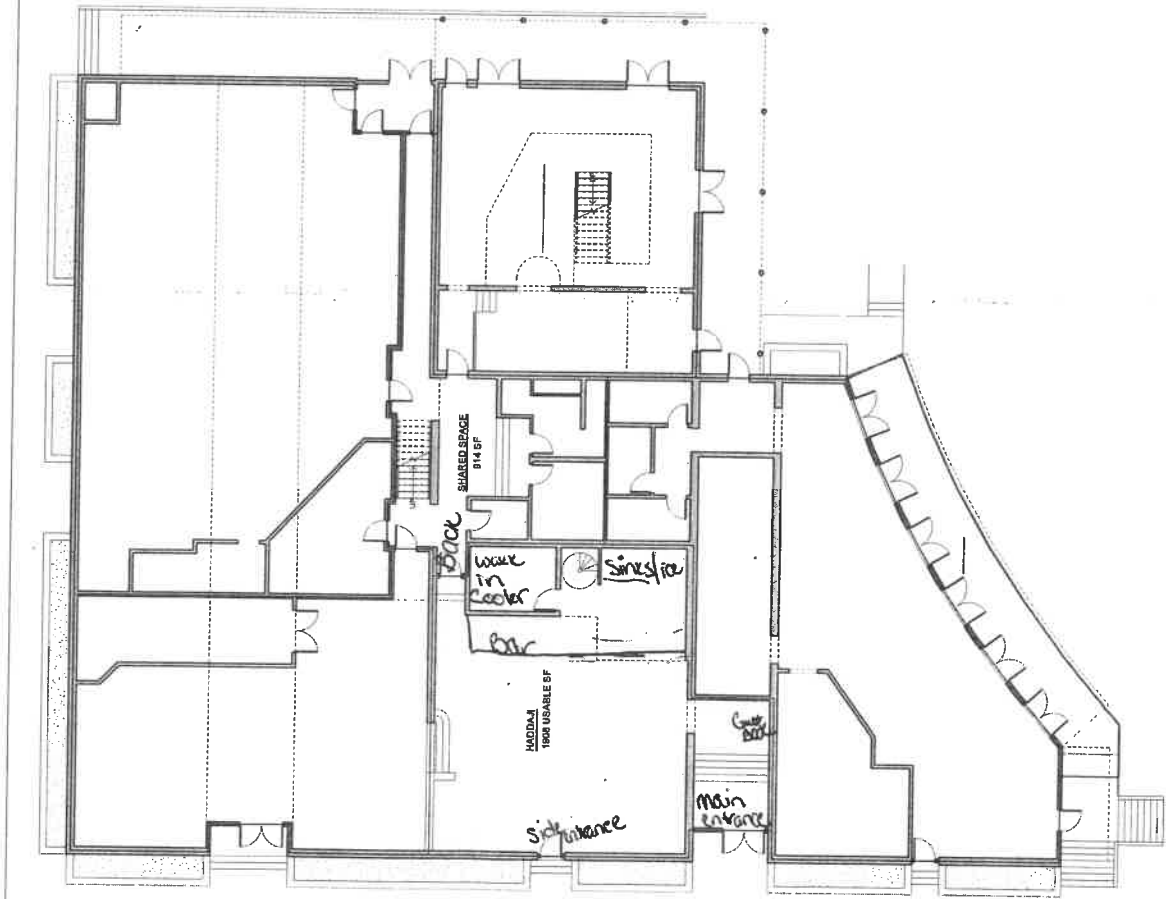
② LEVEL 2 AREA PLAN
1/8" = 1'-0"

LAUNDRY BUILDING "AS BUILT"
NOT FOR CONSTRUCTION

RULES AND REGULATIONS

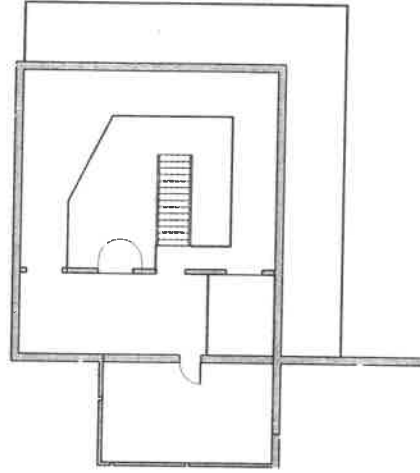
1. Lessee shall not alter any lock or install a new or additional bolt on any door for the Premises without prior written consent of Lessor.
2. Lessor shall not be responsible for lost or stolen property, equipment, money or jewelry from the Premises or public areas regardless of whether such loss occurs where the area is secured against entry.
3. No portion of Premises shall at any time be used or occupied as sleeping or lodging quarters.
4. Lessee shall not place, install or operate on the Premises or in any part of the Building any explosives, gasoline, kerosene, oil, acids, caustics or any other flammable, explosive or hazardous materials without the prior written consent of the Lessor.
5. Lessee shall not permit odors to emanate from the Premises, nor allow any objectionable noise or music to emanate from the Premises. Lessee, its customers, invitees and guests shall not obstruct sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways in and about the Building.
6. Lessor reserves the right to make additional rules and regulations which in its judgment are needed for the safety, care and cleanliness of the Building, and the preservation of good order.

WEST WATSON STREET



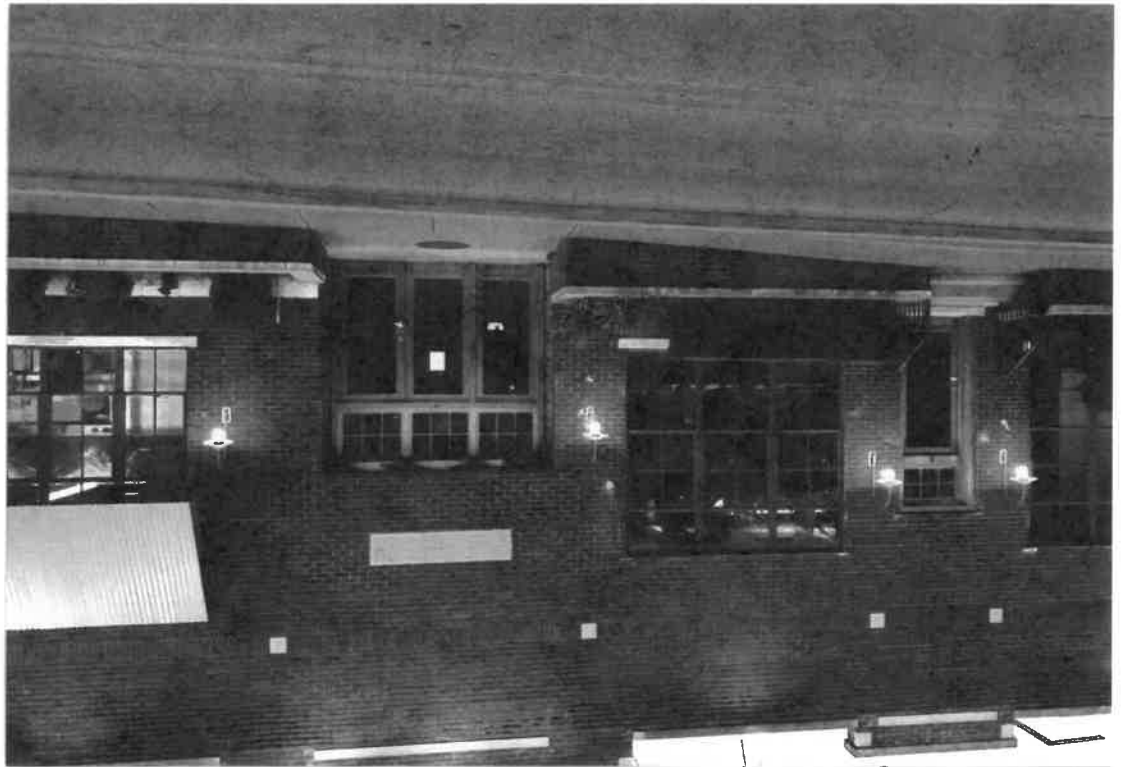
WEST STREET

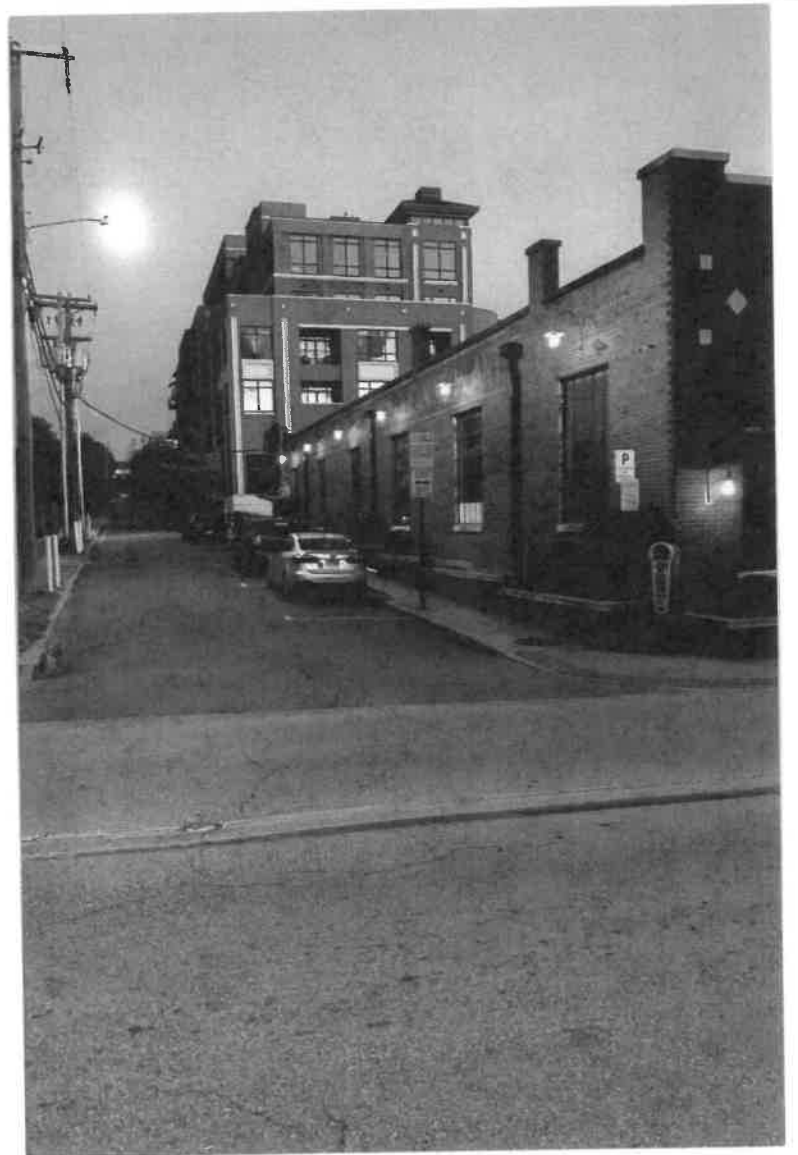
① LEVEL 1 AREA PLAN
1/8" = 1'-0"



② LEVEL 2 AREA PLAN
1/8" = 1'-0"

LAUNDRY BUILDING "AS BUILT"
NOT FOR CONSTRUCTION







Annual Report for Domestic Nonprofit Corporation

Filing Information

State of Origin: AR
Entity File Number: 811068981
Alt Entity Type: DomNonProfitNewCode
Entity Name: WILD PONY CANYON, INC.
File Date: 2017-05-10 15:03:06
Alt Tax Type: NonProfitCorporation
Tax Year: 2017
Filing Signature: ANGELA CALLOWAY
Is Exempt Organization: No

Registered Agent:

First Name: KENNETH
Last Name: MOURTON
Address 1: 3608 N. STEELE BLVD., SUITE 202
City: FAYETTEVILLE
State: AR
Zip: 72703
Country: USA
Phone: 479-442-6213

Officers

First Name: ANGELA
Last Name: CALLOWAY
Title: Director
Address 1: 3608 N STEELE BLVD STE 202
City: FAYETTEVILLE
State: AR
Zip: 72702
Country: USA

First Name: JUSTIN
Last Name: RAINS
Title: Director
Address 1: 3608 N STEELE BLVD STE 202
City: FAYETTEVILLE
State: AR
Zip: 72702
Country: USA

First Name: JOHN
Last Name: ROLLINS
Title: Director
Address 1: 3608 N STEELE BLVD STE 202
City: FAYETTEVILLE
State: AR
Zip: 72702
Country: USA

First Name: ANGELA
Last Name: CALLOWAY
Title: Vice-President
Address 1: 3608 N STEELE BLVD STE 202
City: FAYETTEVILLE
State: AR
Zip: 72702
Country: USA



City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, October 31, 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:

1. [2017-0538](#)

MONTHLY FINANCIAL REPORT - PAUL BECKER

Agenda Additions

A. Consent:

A. 1 [2016-0586](#)

APPROVAL OF THE OCTOBER 17, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 [2017-0601](#)

BID #17-50 JA RIGGS TRACTOR COMPANY:

A RESOLUTION TO AWARD BID #17-50 AND AUTHORIZE THE PURCHASE OF A CATERPILLAR 930M FOUR-WHEEL DRIVE ARTICULATED LOADER FROM JA RIGGS TRACTOR COMPANY OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$175,962.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: [BID #17-50 JA RIGGS TRACTOR COMPANY](#)

A. 3 [2017-0597](#)**PROFESSIONAL TURF PRODUCTS, L.P.:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A TORO GROUND MASTER 4000D FROM PROFESSIONAL TURF PRODUCTS, L.P. OF LENEXA, KANSAS IN THE AMOUNT OF \$65,156.88, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [PROFESSIONAL TURF PRODUCTS, L.P.](#)
 [BA PROFESSIONAL TURF PRODUCTS, L.P.](#)

A. 4 [2017-0599](#)**ALAMO INDUSTRIAL:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF AN ALAMO RIDGERUNNER REMOTE CONTROL SLOPE MOWER FROM ALAMO INDUSTRIAL OF SEGUIN, TEXAS IN THE AMOUNT OF \$48,220.66, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [ALAMO INDUSTRIAL](#)
 [BA ALAMO INDUSTRIAL](#)

A. 5 [2017-0602](#)**MHC KENWORTH:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2018 KENWORTH T800 TRUCK TRACTOR FROM MHC KENWORTH OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$135,052.44, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT, FOR USE BY THE WASTEWATER TREATMENT DIVISION

Attachments: [MHC KENWORTH](#)

A. 6 [2017-0583](#)**HAZMAT SERVICES REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,603.00 RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED FROM WASHINGTON COUNTY AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: [HAZMAT SERVICES REVENUE](#)
 [BA_HAZMAT SERVICES REVENUE](#)

A. 7 [2017-0584](#)**2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT THROUGH THE BOSTON MOUNTAIN SOLID WASTE DISTRICT IN THE AMOUNT OF \$8,000.00 FOR THE PURCHASE OF FOOD WASTE CARTS FOR THE COMPOSTING PROGRAM, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT](#)
 [BA_2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT](#)

A. 8 [2017-0603](#)**CAMPBELL BELL PROPERTY OWNERS ASSOCIATION, INC.:**

A RESOLUTION TO APPROVE A LEASE AGREEMENT WITH THE CAMPBELL BELL PROPERTY OWNERS ASSOCIATION, INC. FOR FOURTEEN (14) PARKING SPACES IN FAYETTEVILLE MUNICIPAL PARKING LOT 1, LOCATED AT 160 WEST MOUNTAIN STREET, FOR AN ADDITIONAL FIVE (5) YEARS AT A MONTHLY COST OF \$50.00 PER PARKING SPACE

Attachments: [CAMPBELL BELL PROPERTY OWNERS ASSOCIATION, INC.](#)

A. 9 [2017-0606](#)**BLOCKER & WALLACE SERVICE, LLC:**

A RESOLUTION TO AUTHORIZE A SERVICE CONTRACT WITH BLOCKER & WALLACE SERVICE, LLC IN THE TOTAL AMOUNT OF \$31,355.18 FOR THE REPAIR OF TWO MECHANICAL BLOWER UNITS USED AT THE WEST SIDE WATER RESOURCE RECOVERY FACILITY

Attachments: [BLOCKER & WALLACE SERVICE, LLC](#)

A. 10 [2017-0608](#)**RFP #17-06 COLLECTION BUREAU OF AMERICA, LTD:**

A RESOLUTION TO AWARD RFP #17-06 AND AUTHORIZE A ONE YEAR CONTRACT WITH COLLECTION BUREAU OF AMERICA, LTD FOR ACCOUNT COLLECTION SERVICES WITH AN OPTION TO RENEW FOR UP TO FOUR (4) ADDITIONAL ONE YEAR TERMS

Attachments: [RFP #17-06 COLLECTION BUREAU OF AMERICA, LTD.pdf](#)

A. 11 [2017-0613](#)**ARKANSAS ROOFING KOMPANY CONWAY, INC. CHANGE ORDER 2:**

A RESOLUTION TO APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH ARKANSAS ROOFING KOMPANY CONWAY, INC. IN THE AMOUNT OF \$55,000.00 BY EXPANDING THE PROJECT SCOPE TO INCLUDE REHABILITATION OF THE SOUTH DELTA AVIATION HANGAR ROOF AND INSTALLATION OF GUTTERS ON THE WINGS AVIONICS HANGAR

Attachments: [ARKANSAS ROOFING KOMPANY CONWAY, INC. CHANGE ORDER 2](#)

A. 12 [2017-0596](#)**GRANICUS, INC.:**

A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO THE CONTRACT WITH GRANICUS, INC. IN THE AMOUNT OF \$1,140.00 FOR THE PURCHASE OF A VIRTUAL PERFORMANCE ACCELERATOR, AND TO APPROVE AN ANNUAL 10% PROJECT CONTINGENCY FOR THE PURCHASE OF SOFTWARE, MAINTENANCE, AND LICENSES FOR THE GRANICUS SYSTEM

Attachments: [GRANICUS, INC.](#)

A. 13 [2017-0609](#)**L.D. 'ABBY' ABBIATTI BOAT RAMP:**

A RESOLUTION TO NAME THE BOAT RAMP AT LAKE FAYETTEVILLE THE "L.D. 'ABBY' ABBIATTI BOAT RAMP" IN HONOR OF THE LATE L.D. ABBIATTI

Attachments: [L.D. 'ABBY' ABBIATTI BOAT RAMP](#)

B. Unfinished Business:**B. 1** [2017-0532](#)**SMALL CELL COMMUNICATIONS FACILITIES:**

AN ORDINANCE TO ENACT § 110.03 **SMALL CELL FACILITIES AND NETWORKS** INTO CHAPTER 110: **TELECOMMUNICATION FRANCHISE, BILLPOSTING, AND SMALL CELL FACILITIES AND NETWORKS**

Attachments: [SMALL CELL COMMUNICATIONS FACILITIES](#)

*At the October 17, 2017 City Council Meeting this ordinance was left on the second reading.
At the October 3, 2017 City Council Meeting this ordinance was left on the first reading.*

B. 2 [2017-0564](#)**RZN 17-5925: (820 S. GOVERNMENT AVE./BARNES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5925 FOR APPROXIMATELY 1.73 ACRES LOCATED AT 820 SOUTH GOVERNMENT AVENUE FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE, MSC, MAIN STREET CENTER, AND I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL TO I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL

Attachments: [RZN 17-5925: \(820 S. GOVERNMENT AVE./BARNES\)](#)

At the October 17, 2017 City Council Meeting this ordinance was left on the second reading.

C. New Business:**C. 1** [2017-0600](#)**BID #17-49 DIAMOND INTERNATIONAL TRUCKS, INC.:**

A RESOLUTION TO AWARD BID #17-49 AND AUTHORIZE THE PURCHASE OF FIVE (5) INTERNATIONAL 7300 4X2 RECYCLING TRUCKS WITH KANN BODIES FROM DIAMOND INTERNATIONAL TRUCKS, INC. D/B/A SUMMIT TRUCK GROUP OF LOWELL, ARKANSAS IN THE TOTAL AMOUNT OF \$845,500.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: [BID #17-49 DIAMOND INTERNATIONAL TRUCKS, INC.](#)

C. 2 [2017-0604](#)**ARKANSAS CRIME INFORMATION CENTER BID WAIVER:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING THROUGH 2022, AND TO AUTHORIZE PAYMENTS TO THE ARKANSAS CRIME INFORMATION CENTER FOR FEES RELATED TO STATE COMPUTER AND TELEPROCESSING TRANSACTIONS IN 2017

Attachments: [ARKANSAS CRIME INFORMATION CENTER BID WAIVER](#)

C. 3 [2017-0612](#)**NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A ONE-YEAR CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$41,505.61 FOR A STORMWATER EDUCATION PROGRAM FOR 2018

Attachments: [NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION](#)

C. 4 [2017-0598](#)**RZN 17-5933 (1324 W. CLEVELAND ST./ARKANSAS LEGACY, LLC):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5933 FOR APPROXIMATELY 3.29 ACRES LOCATED AT 1324 WEST CLEVELAND STREET FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION AND RI-U, RESIDENTIAL INTERMEDIATE-URBAN SUBJECT TO A BILL OF ASSURANCE

Attachments: [RZN 17-5933 \(1324 W. CLEVELAND ST./ARKANSAS LEGACY, LLC\)](#)

C. 5 [2017-0610](#)**CENTRAL EMERGENCY MEDICAL SERVICES:**

A RESOLUTION TO APPROVE THE SALE OF THE PROPERTY AND BUILDING AT 833 NORTH CROSSOVER ROAD TO CENTRAL EMERGENCY MEDICAL SERVICES FOR USE AS AN AMBULANCE STATION FOR \$175,000.00 AND TO APPROVE MAYOR JORDAN'S EXECUTION OF A DEED AND ANY OTHER NECESSARY DOCUMENTS TO EFFECTUATE THIS SALE

Attachments: [CENTRAL EMERGENCY MEDICAL SERVICES](#)

C. 6 [2017-0616](#)**VIP CLUB:**

AN ORDINANCE TO APPROVE THE APPLICATION OF SAMI AMMAR HADDAJI, ON BEHALF OF VIP CLUB FOR A PERMIT TO OPERATE AS A PRIVATE CLUB IN THE CITY OF FAYETTEVILLE AT 326 NORTH WEST AVENUE #6

Attachments: [VIP CLUB](#)

D. City Council Agenda Session Presentations:

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: 2017-0538

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Report

Agenda Number: 1.

MONTHLY FINANCIAL REPORT - PAUL BECKER



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0586

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Minutes

Agenda Number: A. 1

APPROVAL OF THE OCTOBER 17, 2017 CITY COUNCIL MEETING MINUTES.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0601

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

BID #17-50 JA RIGGS TRACTOR COMPANY:

A RESOLUTION TO AWARD BID #17-50 AND AUTHORIZE THE PURCHASE OF A CATERPILLAR 930M FOUR-WHEEL DRIVE ARTICULATED LOADER FROM JA RIGGS TRACTOR COMPANY OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$175,962.00 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 #17-50 and authorizes the purchase of a Caterpillar 930M Four-Wheel Drive Articulated Loader from JA Riggs Tractor Company of Springdale, Arkansas in the amount of \$175,962.00 for use by the Recycling and Trash Collection Division.

City of Fayetteville Staff Review Form

2017-0601

Legistar File ID

11/7/2017

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

Jesse Beeks/Sara Glenn

10/11/2017

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one Caterpillar 930M Four-Wheel Drive Articulated Loader in the amount of \$175,962.00 available through JA Riggs Tractor Co. of Springdale, AR through Bid 17-50 for use in the Recycling and Trash Department.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02076.2016

Backhoe/Loaders

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 325,064.00

Funds Obligated \$ -

Current Balance \$ 325,064.00

Does item have a cost? Yes

Item Cost \$ 175,962.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 149,102.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF NOVEMBER 7, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: October 11, 2017

SUBJECT: Purchase of one Loader for Recycling and Trash Collection

RECOMMENDATION:

City Council approve the purchase of one Caterpillar 930M Four-Wheel Drive Articulated Loader in the amount of \$175,962.00 available through JA Riggs Tractor Co. of Springdale, AR through Bid 17-50 for use in the Recycling and Trash Department.

BACKGROUND:

Unit 692 is a 2010 John Deere Front End Loader. It has exceeded the 6 year life expectancy. With nearly 9,000 hours, it has also exceeded the 5,000 hour expectancy. This loader is used in the transfer station and Recycling and Trash. It pushes trash into a transport trailer to be hauled to the landfill. This is the only piece of equipment that performs this duty.

DISCUSSION:

Fleet recommends the purchase of one Caterpillar 930M Four-Wheel Drive Articulated Loader in the amount of \$175,962.00 available through JA Riggs Tractor Co. of Springdale, AR through Bid 17-50 for use in the Recycling and Trash Department.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted. There is a slight shortfall in collection that should be made up in the sale of the old unit.

This item was approved by the Equipment Committee on October 10, 2017.

Attachments:

Bid Tab 17-50



Four-Wheel Drive Articulated Loader

Bid No. 17-50
Official Bid Tabulation

Bid No. 17-50
Date: 09.26.2017
Time: 2:00 PM

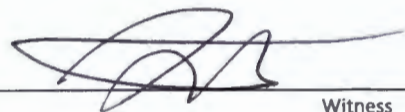
Lioneld Jordan, Mayor

Number of Addendums: 0

			Hugg & Hall	Riggs Cat	Stribling Equipment
			Manufacturer	Caterpillar	John Deere
			Model	930M	544K
Item	Description	Each	Extended Price	Extended Price	Extended Price
1	Four-Wheel Drive Articulated Loader	1	\$176,505.00	\$ 175,962.00	\$ 180,001.74
Meets Minimum Bid Specifications:			NO	YES	YES

CERTIFIED:


A. Rennie, Purchasing Manager


Witness

10/02/17
Date

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



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0597

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

PROFESSIONAL TURF PRODUCTS, L.P.:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A TORO GROUND MASTER 4000D FROM PROFESSIONAL TURF PRODUCTS, L.P. OF LENEXA, KANSAS IN THE AMOUNT OF \$65,156.88, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT, 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 authorizes the purchase of a Toro Ground Master 4000D from Professional Turf Products, L.P. of Lenexa, Kansas in the amount of \$65,156.88, pursuant to a National Joint Powers Alliance cooperative purchasing contract, for use by the Parks and Recreation Department.

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

2017-0597

Legistar File ID

11/7/2017

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

Jesse Beeks/Sara Glenn

10/11/2017

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one Toro Ground Master 4000D available for the National IPA Contract price of \$65,156.88 through Professional Turf Products, L.P. of Lenexa, Kansas for use in the Parks Department and to approve a budget adjustment.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02083.2017

Tractors/Mowers

Project Number

Project Title

Budgeted Item? No

Current Budget \$ 84,741.00

Funds Obligated \$ -

Current Balance \$ 84,741.00

Does item have a cost? Yes

Item Cost \$ 65,157.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 66,000.00

Remaining Budget \$ 85,584.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF NOVEMBER 7, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: October 11, 2017

SUBJECT: Purchase of one mower for Parks Department

RECOMMENDATION:

City Council approve the purchase of one Toro Ground Master 4000D available for the National IPA Contract price of \$65,156.88 through Professional Turf Products, L.P. of Lenexa, Kansas for use in the Parks Department.

BACKGROUND:

Unit 5046 was a 2014 Toro Grounds Master 4000D that was totaled on July 28, 2017 when it rolled down the dam at Lake Fayetteville.

DISCUSSION:

Fleet recommends the purchase of one Toro Ground Master 4000D available for the National IPA Contract price of \$65,156.88 through Professional Turf Products, L.P. of Lenexa, Kansas for use in the Parks Department.

BUDGET/STAFF IMPACT:

The City has received the insurance settlement in the amount of \$41,578.00. There are sufficient funds between replacement funds collected and the insurance settlement. As this replacement was not anticipated, a budget adjustment will also be presented to Council for the use of Fund Balance.

This item was approved by the Equipment Committee on October 10, 2017.

Attachments:

Budget Adjustment



Professional Turf Products, L.P.
 10935 Eicher Dr.
 Lenexa, Kansas 66219
 Paul Downard
 417-425-2708
 downardp@proturf.com



Ship To	City Of Fayetteville - Fleet Services		Date	9/28/2017
Bill To	NAT'L IPA		Tax Rate	
Contact	Jesse Beeks		Destination	2.50%
Address	100 Cardinal Dr.		Trade-In	
City	Fayetteville, AR		Finance	
State	AR	Comments:	Account Type	Contract
Postal Code	72701	Pricing adjusted for Toro price increase scheduled for November 1, 2017.		
Phone				
Fax				

Proposal

Qty	Model #	Description	Unit	Extended
1	30609	GM 4000-D (Tier 4 Final Compliant) (30609 / 30609A)	\$ 62,744.53	\$ 62,744.53
1	30349	Universal Sunshade (White)	\$ 546.91	\$ 546.91
1	30408	MVP KIT-GM4XXX, 800 HR YANMAR T4F	\$ 276.25	\$ 276.25
		GM4000_GM4010		\$ 63,567.69

SubTotal	\$	63,567.69
Destination	\$	1,589.19
Tax (Estimated)	\$	-
TOTAL	\$	65,156.88

Home > Cooperative Purchasing > Contracts - Fleet > Construction & Agricultural Equipment > The Toro Company



The Toro Company



Contract#: 042815-TTC

Category: Construction & Agricultural Equipment

Description: Innovative Solutions & Trusted Support. Count on it.

Maturity Date: 05/19/2019

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE 
Our step-by-step guide

The Toro Company is a leading worldwide provider of innovative solutions for the utility installation, landscape creation, turf maintenance, irrigation, and snow and ice management industries. Since 1914, we have built our reputation on trusted relationships and constant innovation to help anticipate and fulfill the needs of our customers.

Toro is proud to offer to NJPA members our wide range of specialty construction products, which includes directional drills, ride-on trenchers and vibratory plows, Dingo compact utility loaders, walk-behind trenchers, compactors, trench rollers, concrete mixers, compaction plates, mud buggies, and turf renovation equipment. All of these products are available through our extensive network of professional dealers.

Vendor Contact Info

Butch Greeninger

Direct Phone: 952-887-8688

butch.greeninger@toro.com

www.toro.com

Neil Borenstein

Direct Phone: 952-887-8385

neil.borenstein@toro.com

www.toro.com

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

Parks Department has funds from an insurance claim (\$41,578.00) and replacement funds collected to date to go towards the replacement of a totaled mower. The replacement to be unit 5082 PRKS F047.

RESOLUTION/ORDINANCE	COUNCIL DATE: 11/7/2017 LEGISTAR FILE ID#: 2017-0597 <i>Barbara Fell</i> 10/12/2017 9:58 AM										
	<table><thead><tr><th>Budget Director</th><th>Date</th></tr></thead><tbody><tr><td>TYPE:</td><td></td></tr><tr><td>DESCRIPTION:</td><td></td></tr><tr><td>GLDATE:</td><td></td></tr><tr><td>POSTED:</td><td>/</td></tr></tbody></table>	Budget Director	Date	TYPE:		DESCRIPTION:		GLDATE:		POSTED:	/
Budget Director	Date										
TYPE:											
DESCRIPTION:											
GLDATE:											
POSTED:	/										

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City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0599

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

ALAMO INDUSTRIAL:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF AN ALAMO RIDGERUNNER REMOTE CONTROL SLOPE MOWER FROM ALAMO INDUSTRIAL OF SEGUIN, TEXAS IN THE AMOUNT OF \$48,220.66, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT, 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 authorizes the purchase of an Alamo RidgeRunner remote control slope mower from Alamo Industrial of Seguin, Texas in the amount of \$48,220.66, pursuant to a National Joint Powers Alliance cooperative purchasing contract, for use by the Parks and Recreation Department.

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

2017-0599

Legistar File ID

11/7/2017

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

Jesse Beeks/Sara Glenn

10/11/2017

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one Alamo RidgeRunner remote control slope mower is available for the NJPA price of \$48,220.66 through Alamo Industrial of Seguin, TX for use in the Parks Department and to approve a budget adjustment.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02083.2017

Tractors/Mowers

Project Number

Project Title

Budgeted Item? No

Current Budget \$ 84,741.00

Funds Obligated \$ -

Current Balance \$ 84,741.00

Does item have a cost? Yes

Item Cost \$ 48,220.66

Budget Adjustment Attached? Yes

Budget Adjustment \$ 50,000.00

Remaining Budget \$ 86,520.34

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF NOVEMBER 7, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: October 11, 2017

SUBJECT: Purchase of one slope mower for Parks Department

RECOMMENDATION:

City Council approve the purchase of one Alamo RidgeRunner remote control slope mower is available for the NJPA price of \$48,220.66 through Alamo Industrial of Seguin, TX for use in the Parks Department and to approve a budget adjustment.

BACKGROUND:

The Parks department is responsible for mowing the steep slopes that include Lake Fayetteville dam, Lake Wilson dam, Mt. Kessler slope, Ridgeway Park slope and various ditches and slopes in parks and trails.

DISCUSSION:

Fleet recommends the purchase of one Alamo RidgeRunner remote control slope mower is available for the NJPA price of \$48,220.66 through Alamo Industrial of Seguin, TX for use in the Parks Department.

Depending on the stock level at the time the vendor receives the purchase order, there may be a savings of \$1,200.00.

BUDGET/STAFF IMPACT:

Sufficient funds have been collected from the sale of several old pieces of equipment previously owned by the Parks Department (units 998, 5018, 680, 2076, 5040, 5041, 9078, 9108). This expansion was not previously planned and a budget adjustment will be presented to Council for the use of fund balance.

This item was approved by the Equipment Committee on October 10, 2017.

Attachments:

Budget Adjustment



Alma Tractor & Equipment, Inc.

Alamo Ridgerunner remote Control Mower

City of Fayetteville, AR NJPA Quote

	NJPA Price
Ridgerunner All- Terrain Rotary Mower	\$42,368.81
Dealer Setup Charges	\$393.30
Gas Can 2.6 Gallon	\$51.30
Blade Change Kit	\$509.20
Spindle Rebuild Kit	\$330.60
High Wear Kit	\$909.15
Extended Warranty- 1 Year	\$1,900
Operator Manual	\$54.15
Parts Manual	\$54.15
Freight from TX to Arkansas	\$450
** Price increase (if current stock not available at approval)	\$1,200
Total NJPA Price	\$48,220.66

Tim Ridgeway

Alma Tractor

479-632-6300

Tim.ridgeway@almatractor.com

Home > Cooperative Purchasing > Contracts - Fleet > Landscape & Grounds Maintenance > Alamo Industrial



Alamo Industrial

Contract#: 070313-AGI

Category: Landscape & Grounds Maintenance

Description: Industrial Mowers

Maturity Date: 08/20/2018



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE

Our step-by-step guide



Vendor Contact Info

Nathan Moczygemba

Direct Phone: 830-372-9637

[nmoczygemba@alamo-](mailto:nmoczygemba@alamo-group.com)

[group.com](mailto:nmoczygemba@alamo-group.com)

www.alamo-industrial.com

Mary Andrews

Direct Phone: 830-372-9663

mandrews@alamo-group.com

www.alamo-industrial.com



Rulers of the roadside for over 40 years. From rotary mowers to tree and brush cutters, to ditchers, loaders, slopemowers and sickle bars, **Alamo Industrial** can provide you with equipment solutions for all types of tough vegetation maintenance jobs or wherever a neat, finished appearance is needed throughout parks, school grounds, golf courses and sloped terrain. We offer a wide variety of products to meet a wide variety of your needs.

<http://www.youtube.com/watch?v=nhLqv8on1WE>

- Mid mounted boom mower with your choice of heads
- Mid mounted boom mower for lighter duty tractors with your choice of heads
- Turret mounted boom mower with your choice of heads
- Rear mounted boom mower with your choice of heads
- Rear mounted flail mower with your choice of knives
- Side mounted flail mower with your choice of knives
- Two-section flex-wing flail mower with your choice of knives
- Three-section flex-wing flail mower with your choice of knives
- Side mounted flail mower with your choice of knives and optional breakaway
- Rear mounted offset flail mower with your choice of knives
- Hydraulic flex-wing rotary mower
- Mechanical flex-wing rotary mower
- Side mounted rotary mower
- Rear mounted offset rotary mower
- Rear mounted mechanical rotary mower
- Side mounted sickle bar mower

Our largest customers are like you, government agencies and contractors that perform services such as highway and grounds vegetation maintenance and land-clearing. We know that our customers are not interested in taking risks. Only an established company like Alamo Industrial can promise you a superior level of experience and assure you of our presence in the future to service your needs.

<http://www.alamo-industrial.com/Videos/index.asp>

<http://www.youtube.com/watch?v=nhLqv8on1WE>

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

Parks Department has excess funds collected from the sale of several old pieces of equipment (units 998, 5018, 680, 2076, 5040, 5041, 9078, 9108). These funds are being requested to purchase an expansion remote control slope mower, to be unit 5083 PRKS F063.

RESOLUTION/ORDINANCE

v.20170707

9700.770.1910-4999.99	-	50,000	RE	Use Fund Balance - Current
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City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0602

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

MHC KENWORTH:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2018 KENWORTH T800 TRUCK TRACTOR FROM MHC KENWORTH OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$135,052.44, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT, FOR USE BY THE WASTEWATER TREATMENT DIVISION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a 2018 Kenworth T800 Truck Tractor from MHC Kenworth of Springdale, Arkansas in the amount of \$135,052.44, pursuant to a National Joint Powers Alliance cooperative purchasing contract, for use by the Wastewater Treatment Division.

City of Fayetteville Staff Review Form

2017-0602

Legistar File ID

11/7/2017

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

Jesse Beeks/Sara Glenn

10/11/2017

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one 2018 Kenworth T800 Truck Tractor for the NJPA price of \$135,052.44 available through MHC Kenworth of Springdale, AR for use by the Wastewater Department.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02079.2017

Heavy Duty Vehicles

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 561,313.65

Funds Obligated \$ -

Current Balance \$ 561,313.65

Does item have a cost? Yes

Item Cost \$ 135,052.44

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 426,261.21

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF NOVEMBER 7, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: October 11, 2017

SUBJECT: Purchase of one Truck Tractor for Wastewater

RECOMMENDATION:

City Council approve the purchase of one 2018 Kenworth T800 Truck Tractor for the NJPA price of \$135,052.44 available through MHC Kenworth of Springdale, AR for use by the Wastewater Department.

BACKGROUND:

Unit 751 is a 2007 Sterling Truck Tractor that has met its 10 year life expectancy, is only at 38% of its original purchase price in life to date maintenance cost and has nearly 240,000 miles on it. Wastewater has a backup truck tractor, Unit 741U, that is a 1996 Mack Truck with nearly 540,000 miles. Wastewater would like to sell 741U and move 751 into the backup position, making this new purchase their front-line truck for hauling bio-solids.

DISCUSSION:

Fleet recommends the purchase of one 2018 Kenworth T800 Truck Tractor for the NJPA price of \$135,052.44 available through MHC Kenworth of Springdale, AR for use by the Wastewater Department.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted for this purchase. There is a \$7,000 shortfall in collection that should be made up in the sale of unit 741U.

This item was approved by the Equipment Committee on October 10, 2017.

Attachments:



OZARK KENWORTH, INC. ("Dealer")

doing business as: MHC KENWORTH/VOLVO - SPRINGDALE

NEW TRUCK ORDER

SPRINGDALE, AR 72762
4720 WEST SUNSET AVENUE
1-479-756-1200

PURCHASER			ADDRESS			
City of Fayetteville			113 W Mountain St			
BUSINESS PHONE	OTHER PHONE		CITY	STATE	ZIP CODE	COUNTY
479-575-8289	479-575-8257		Fayetteville	AR	72701-6069	WASHINGTON
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE	SALESPERSON	
1	2018	KV	T800		BRYAN WHITE	
STOCK NUMBER		COLOR	TO BE DELIVERED ON OR ABOUT		FINANCIAL SOURCE	
			11/24/2017		Cash	
SERIAL NUMBERS						
PRICE OF VEHICLE(s) W/O FET						\$135,052.44
NJPA 0181716-KTC						

TRADE TERMS AGREEMENT APPLICABLE ☐ YES ☒ NO

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT			ADD F.E.T.
YEAR	MAKE	MODEL	SUBTOTAL
			\$135,052.44
SERIAL NUMBER			BUSINESS TAX
			SALES TAX
			LOCAL TAX
BALANCE OWED TO			TRADE DIFFERENCE
			REGISTRATION FEES
			TOTAL DELIVERED PRICE
			\$135,052.44
			LESS: TRADE-IN ALLOWANCE
			LESS: BALANCE OWED ON TRADE-IN
			TRADE-IN EQUITY
			LESS: CASH DEPOSIT SUBMITTED WITH ORDER
PURCHASER'S CERTIFICATION			CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)
Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:			UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery
1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.			\$135,052.44
2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.			READ ALL PAGES OF THIS ORDER
3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.			THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.
			THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.
			THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.
			ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.

**THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES
TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT**

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER):	DATE	ACCEPTED BY DEALER	DATE
			9/26/17

(27-30042-39219)

TRCK-SALE-WI-4.3-02-A (REV 05/13)

Customer Initials _____

MHCUDI795000

Home > Cooperative Purchasing > Contracts - Fleet > Vehicles and Chassis > Kenworth Truck Company



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE

Our step-by-step guide



Vendor Contact Info

Mike Kleespies

Direct Phone: 813-455-1248

mike.kleespies@paccar.com

www.kenworth.com

Ryan Breezee

Direct Phone: 425-828-5452

ryan.breezee@paccar.com

www.kenworth.com

Kenworth Truck Company

Contract#: 081716-KTC

Category: Vehicles and Chassis

Maturity Date: 11/15/2020

Kenworth Truck Company has forged a solid reputation for quality, innovation and technology in producing The World's Best® medium and heavy duty trucks over the past 93 years. From enhanced durability to improved driver comfort to optimized operational efficiency, each Kenworth stands as a testament to our uncompromising engineering and craftsmanship. That tradition continues today with the company's award-winning Kenworth T680 and T880 models, which were honored as Heavy Duty Commercial Truck of the Year by the American Truck Dealers (ATD) in 2013 and 2015, respectively. Kenworth's Internet home page is at www.kenworth.com. Kenworth is a PACCAR company.





City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0583

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

HAZMAT SERVICES REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,603.00 RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED FROM WASHINGTON COUNTY AND INCREASING THE RELATED EXPENSE BUDGET

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the attached budget adjustment in the amount of \$5,603.00 recognizing hazmat services revenue received from Washington County and increasing the related expense budget.

City of Fayetteville Staff Review Form

2017-0583

Legistar File ID

11/7/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

10/5/2017

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment in the amount of \$5,603 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

Budget Impact:

1010.300.3040-5218.01

General Fund--Hazmat Equipment

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 21,389.00

Funds Obligated \$ 6,516.67

Current Balance \$ 14,872.33

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 5,603.00

Remaining Budget \$ 20,475.33

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF NOVEMBER 7, 2017

TO: Mayor and City Council
FROM: David Dayringer, Fire Chief
DATE: October 5, 2017

SUBJECT: Approval of a budget adjustment in the amount of \$5,603.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

RECOMMENDATION:

Approval of a budget adjustment in the amount of \$5,603 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

DISCUSSION:

The City of Fayetteville has received \$5,603 of Hazmat Services Revenue from Washington County. The Fire Department will utilize the revenue to recover personnel and material costs for the hazmat incident. It will also be utilized to cover expenses for training and related expenses. These purchases are vital to the efficient and effective operation of the Hazmat Response Operations of the Fire Department.

BUDGET/STAFF IMPACT:

Increase expenses to correspond with hazmat services revenue received.

Attachments:

Budget Adjustment for Hazmat Revenue

Budget Year	Division	Adjustment Number
2017	FIRE (300)	
	/Org2	
	Requestor: Granville Wynn	

Approval of a budget adjustment in the amount of \$5,603 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

	COUNCIL DATE:	11/7/2017
	LEGISTAR FILE ID#:	2017-0583
	<i>Barbara Fell</i> 10/9/2017 8:31 AM	
	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: 2017-0584

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT:

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT THROUGH THE BOSTON MOUNTAIN SOLID WASTE DISTRICT IN THE AMOUNT OF \$8,000.00 FOR THE PURCHASE OF FOOD WASTE CARTS FOR THE COMPOSTING PROGRAM, 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 authorizes acceptance of a 2017 Arkansas Department of Environmental Quality grant through the Boston Mountain Solid Waste District in the amount of \$8,000.00 for the purchase of food waste carts for the composting program.

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

2017-0584

Legistar File ID

11/7/2017

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

Brian Pugh

10/5/2017

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve a resolution authorizing the acceptance of a 2017 Boston Mountain Solid Waste District Recycling Grant for \$8,000 for the purchase of food waste carts for the composting program and approving a budget adjustment.

Budget Impact:

5500.750.5080.5227.00

Recycling and Trash Collections

Account Number

Fund

31707.1

Food Waste Carts

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 8,000.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 8,000.00

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF NOVEMBER 7TH, 2017

To: Fayetteville City Council

Thru: Jeff Coles, Recycling and Trash Collections Director

From: Brian Pugh, Waste Reduction Coordinator

Date: October 5, 2017

SUBJECT: Approve a resolution authorizing the acceptance of a 2017 Boston Mountain Recycling Grant for \$8,000 for the purchase of food waste carts for the composting program and approving a budget adjustment.

RECOMMENDATION:

Staff recommends approving a resolution authorizing the acceptance of a 2017 Boston Mountain Recycling Grant for \$8,000 for the purchase of food waste carts for the composting program and approving a budget adjustment to accept the funds and allocate them into a capital project. The Legistar number for applying for this grant is 2017-0584 which was a non-agenda item asking for the Mayor's signature.

BACKGROUND:

The Arkansas Department of Environmental Quality receives money generated from fees collected at landfills and distributes funds back to the regional solid waste districts to fund recycling grants. The Boston Mountain Solid Waste District issues recycling grants through approval of the Boston Mountain Solid Waste Board and the City has benefited from these grants in the past. The Boston Mountain Solid Waste District compiled the grant pre-applications and approved them at the August Board meeting. ADEQ has released the grant funds to Boston Mountain and is now ready to disburse funds.

DISCUSSION:

The Solid Waste Reduction, Diversion and Recycling Master Plan approved by City Council in February 2017 with adoption of Resolution 49-17 allows the Recycling and Trash Collection Division to create a food waste composting operation to divert waste from the Eco Vista landfill. Composting of food waste will help achieve the 40% diversion goal by 2027. The commercial collection of the food waste will be accomplished using carts for collection of the separate food waste. Staff is proposing purchasing 65 gallon carts with the grant funds from this year.

BUDGET IMPACT

The recycling grant award is not a matching grant, so no City funds are obligated with this request. Funds are needed to cover freight and taxes as grant funds cannot be used for those expenses. There is sufficient funding in 5500.750.5060.5227.00, Recycling Containers, to cover this expense. The budget adjustment is attached to recognize the grant revenue and add it to the Recycling Container ADEQ Grant budget.

Attachments:

Award notice from Boston Mountain and signed Grant application



September 26, 2017

City of Fayetteville
Attn: Brian Pugh

RE: Boston Mountain Solid Waste District 2017 Recycling Grant Award
Grantee: City of Fayetteville
Grant Number: FY17-03
Grant Name: Recycling Equipment- Food Waste Cards
Amount Awarded: \$ 8,000

Congratulations! We are excited to notify you of your grant award.

This grant is administered by Boston Mountain Solid Waste District. Below are some details of the program:

- All grant funds must be spent within three years of date awarded.
- All grant funded projects must be started before you are eligible to apply for recycling grants in the next year grant round.

Grant Reimbursement Requirements

- Completed *Grant Reimbursement Request Form*
- A detailed invoice
- A warrant, check copy, and/or credit card receipt. Showing proof of payment.
- For equipment purchased: make, model, serial or VIN number, and physical address of where equipment will be housed.
- Reference Grant Number on all submittals.
- Can be submitted electronically or in paper form.

Grant Issues Requiring Board Approval

- Any changes in grants. (Grant Change Order)
- If you choose to trade, sell, or scrap equipment previously purchased with grants funds.

All forms related to the grant program are available online. Bostonmountain.org → Resources → Grants

The District would like to thank you for all the great grant applications and project proposals submitted this year. We have enclosed a copy of your final signed grant application. We look forward to working with you on your future solid waste management programs!

Sincerely,

Robyn Reed
Director
Boston Mountain Solid Waste District

Enclosure

Recycling Grant Application



Boston Mountain
SOLID WASTE DISTRICT

Grant Name: Composting Collection Carts

Grant Number: FY17-03

APPLICANT: CITY OF FAYETTEVILLE

CONTACT: BRIAN PUGH

ADDRESS: 1560 S. HAPPY HOLLOW ROAD

CITY: FAYETTEVILLE

COUNTY: WASHINGTON

ZIP CODE: 72701

PHONE: (479) 718-7685

E-MAIL: BPUGH@FAYETTEVILLE-AR.GOV

PROJECT TYPE (CATEGORY)	GRANT FUNDS REQUESTED	MATCHING FUNDS COMMITTED	TOTAL PROJECT COST
RECYCLING EQUIPMENT	\$8,000	\$185,103	\$185,103

Select only one category

- Administrative
- Recycling Equipment
- Composting
- Planning
- Recycling Programs
- Education
- Transfer Station with Recycling
- Material Recovery Facility
- Waste Reduction Activities
- Electronics Recycling

1. **Other than Recycling Grant funds**, how are expenses for the continuation of this project to be funded (including maintenance, repairs, labor and operating expenses)? ***This grant will be for purchasing carts for expansion of a foodwaste composting program and funding will be allocated in the Recycling and Trash Collection Division annual budget.***
2. **Who will manage the finances of this grant and how may s/he be contacted?** (Who is responsible for maintaining records of income and expenses related to this grant?) ***Brian Pugh***

Please provide as detailed information as possible about your proposed recycling grant project. The more information and detail you are able to provide the better understanding the reviewers will have of your project. For questions regarding eligible applicants and/or grant projects please refer to the Boston Mountain Solid Waste District: Recycling Grant Program Guidelines 2017.

*All items must be completed and returned to the Boston Mountain Solid Waste District (District) by the close of business **July 28, 2017**. Electronic or paper copies are acceptable.*

APPLICATION CHECKLIST:

- ☐ Representative attend pre-application meeting
- ☐ Complete Project Summary and Budget Narrative
- ☐ Completed grant application signed by authorizer representative
- ☐ Submitted to Boston Mountain Solid Waste District by July 28th.

PROJECT DESCRIPTION & BUDGET

- *Limit to a two page narrative.*
- *Include any dimensions for facilities, equipment brochures, drawings, pictures, etc.*
- *For construction projects (including building modifications, parking lots and fencing), please tell us who owns the property.*

Applicants should provide an overview of the proposed project, what will be purchased, the project's purpose and scope and the specific methods and technologies that will be incorporated to implement the project. The summary should include a timeline in narrative form for the major project implementation events including securing of permits and/or licenses, construction of facilities and completion of service contracts. Include the specific material or initiative being targeted and projected tons or capacity rating forecasted. How do you keep the public informed about the recycling, waste reduction and educational opportunities provided by your program? Applicants should demonstrate the financial and operational rationale for the requested funding and provide supporting information. State how the proposed project supports the strategic and educational goals of the District and State solid waste management plans.

Include a detailed budget.

MINIMUM CONDITIONS OF RECYCLING GRANTS

GRANT RECIPIENTS AGREE TO:

- Comply with the guidelines and requirements of the *Boston Mountain Solid Waste District: Recycling Grant Program Guidelines*
- Actively develop a recycling program, as outlined in the grant application, and expend all grant funds in

the three (3) years following the date of the grant award by the District.

- Actively seek to market or reuse the materials diverted under the recycling program from deposition in landfills in the period of three (3) years following the date of the grant award by the department.
- Start prior year grant project before July 29th, the date pre-applications for the next grant round are due to the department.
- Use facilities or equipment purchased with grant funds no less than 50 percent of the time on the purposes specified in the grant application.
- Ensure all applicable federal, state and local permits and licenses have been obtained.
- Use any interest earned on grant funds exclusively for recycling programs consistent with the District's Solid Waste Management Plan.
- Maintain an orderly accounting system to document that grant expenditures are made in accordance with project budget. This includes keeping copies of all bids, paid invoices, canceled checks, and other appropriate paperwork.
- Report for five years after receipt of grant funds or until all funds are expended, whichever is longer, as directed by statute and regulation.
- Conform to all state laws on the purchase, use or sale of equipment and facilities secured with grant funds.
- Seek competitive bids or requests for proposals (RFP) for purchase of equipment or services as required by state and local procurement laws.
- Receive written approval from the Board for any modifications to the grant, including requests for time extensions.
- Receive written consent from the Board and the department before selling, trading or transferring facilities or equipment.

The following items are not eligible for funding from recycling grants:

Taxes
Reimbursement of funds
Retroactive purchases

Legal fees
Licenses or permits

Vehicle registration
Utilities

ADMINISTRATIVE REQUIREMENTS

All grants are subject to audit. District personnel have the right of access to all records pertaining to grant-funded project or activity.

Grant application must include: answers to the Project Description questions and a complete Budget, as required. Incomplete grant applications will not be considered and may delay processing of grant funds.

THE BOSTON MOUNTAIN SOLID WASTE DISTRICT AGREES TO

Submit a list of all completed grant applications received by eligible applicants to the Boston Mountain Solid Waste District Grant Committee.

Publish a list of grants to be submitted to the Board with for public comment open for 30 days past publication. *Copies of any comments received regarding the grant request shall be forwarded to the Board. If no comments are received, send an e-mail stating such at the end of the comment period.*

Notify the Board in the event a recipient has not met conditions of the approved grant application.

Ensure that the project is compatible with the approved RSWMD plan on file with ADEQ or submit documentation demonstrating why a deviation is necessary.

Maintain copies of invoices, purchase orders, checks or other supporting documents for grant expenditures at the regional solid waste district office.

Compile annual reports as required.

SIGNATURE & CERTIFICATION

I certify that to the best of my knowledge, the information provided in this application and its attachments is correct and true. I understand and agree that if grant money is subsequently awarded as a result of this application, I will comply with all applicable statutory and regulatory provisions and with applicable terms, conditions, and procedures of the Recycling Grants program. I have read and agree to abide by the Minimum Conditions of Recycling Grants. I certify that all proposed activities will be carried out and that all grant money received will be utilized solely for the purposes for which it is intended unless written authorization is provided by the Regional Solid Waste Management District Board of Directors.


Applicants Authorized Representative Signature & Title

4-14-17
Date

THE ABOVE-REFERENCED GRANT IS HEREBY APPROVED.


BMSWD Director

9/26/2017
Date


BMSWD Board Chair

8/10/2017
Date

FOR DISTRICT USE ONLY:

DATE RECEIVED: 7/26/17	RECEIVED BY: 
APPLICATION COMPLETE: YES	COMMENTS: N/A
IF NO, RETURNED TO:	DATE:

PROJECT DESCRIPTION & BUDGET

- Limit to a two page narrative.
- Include any dimensions for facilities, equipment brochures, drawings, pictures, etc.
- For construction projects (including building modifications, parking lots and fencing), please tell us who owns the property.

Applicants should provide an overview of the proposed project, what will be purchased, the project's purpose and scope and the specific methods and technologies that will be incorporated to implement the project. The summary should include a timeline in narrative form for the major project implementation events including securing of permits and/or licenses, construction of facilities and completion of service contracts. Include the specific material or initiative being targeted and projected tons or capacity rating forecasted. How do you keep the public informed about the recycling, waste reduction and educational opportunities provided by your program? Applicants should demonstrate the financial and operational rationale for the requested funding and provide supporting information. State how the proposed project supports the strategic and educational goals of the District and State solid waste management plans.

Include a detailed budget.

Overview of Project

The City of Fayetteville Recycling and Trash Collection Division will be implementing programs approved through the adoption of the Solid Waste Reduction, Diversion and Recycling Master Plan through City Council action from February 2017.

A rate study is being planned for the Recycling and Trash Collection Division in 2017 that will identify cost structures for the new programs adopted with the approved plan with implementation in the next 10 years.

As a means to increase diversion of waste from the landfill, the Division will be embarking on an expansion of the composting program to allow foodwaste collected from commercial entities to be composted along with leaves, grass and brush at the Fayetteville Composting facility. Waste audits conducted through the planning process identified that close to 30% of Fayetteville's waste stream were materials that could be composted.

The City has already secured the type O permit from the Arkansas Department of Environmental Quality to begin with the composting of foodwaste at the Fayetteville Composting facility.

In order to facilitate the program, wheeled carts are needed for collection purposes with commercial entities. The Division is requesting grants funds from the 2017 grant round to be used to purchase carts for expansion of the composting program in 2018.

Composting of foodwaste will be accomplished using a composting method called Modified Static Aerobic Pile composting created by a company called Harvest Quest. The City conducted a pilot program in 2016 in which nearly 70 tons of foodwaste was collected and composted successfully using this method.

The City will begin the program slowing in 2017 with collection activities at the University of Arkansas and a few public schools. A new FTE and collection truck for the program is being requested through Capital Improvement Projects and the operating budget for 2018. When these are in place the program will expand to other institutions and commercial restaurants. Expansion into residential foodwaste composting will occur in later years.

As part of the adopted plan, the City is updating our education plan to focus on waste reduction activities along with general recycling information. The new focus of waste reduction plays perfectly into education of the composting program and the new *Waste Not Use Less* campaign will be tailored to provide unique educational outreach to both commercial and residential settings on the new composting program.

The expansion of the composting program aligns with the Boston Mountain Solid Waste District goals of furthering expansion of recycling programs and diverting waste from the Eco Vista landfill.

Detailed Budget

Kessler Consulting projection for 2018 cost to provide commercial composting of foodwaste	\$185,103.00
2017 Grant for purchase of carts for collection (if approved)	<u>\$8,000.00</u>
Cost to provide expanded composting in 2018	<u>\$177,103.00</u>

A Rate Study will better detail costs for the expansion of the composting program and is being scheduled for late 2017. Capital Improvement Projects and additions to the operating budget are being planned for 2018 to accommodate the growth with the composting program and will be reviewed and approved by City Council in late 2017.

2017 Boston Mountain Solid Waste District Recycling Grant -
composting program expansion

City of Fayetteville Staff Review Form

2017-0382

Legistar File ID

N/A

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

Brian Pugh

7/7/2017

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Mayor's signature on application for a 2017 Boston Mountain Solid Waste District Recycling Grant for \$8,000 for purchasing carts for the collection of foodwaste with the expansion of the composting program

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

7-14-17

Comments:



**CITY OF
FAYETTEVILLE
ARKANSAS**

STAFF MEMO

TO: Mayor Lioneld Jordan
THRU: Jeff Coles, Recycling and Trash Collections Director
FROM: Brian Pugh, Waste Reduction Coordinator
DATE: July 7th, 2017

SUBJECT: Mayor's signature on application for a 2017 Boston Mountain Solid Waste District Recycling Grant for \$8,000 for purchasing carts for the collection of foodwaste with the expansion of the composting program

RECOMMENDATION:

Obtain Mayor's signature to authorize application for a 2017 Boston Mountain Solid Waste District Recycling Grant for \$8,000 for purchasing carts for the collection of foodwaste with the expansion of the composting program.

BACKGROUND:

Each year the Arkansas Department of Environmental Quality collects revenue derived from landfill fees to issue recycling grants through local Solid Waste Districts to help fund recycling programs. The City has benefited from these grants in the past. The Boston Mountain Solid Waste District is now the entity responsible for administering the grant program and compiles the grant applications and submits them to their Grant Committee for review. The deadline to submit applications is end of day on Friday, July 28th.

DISCUSSION:

The City of Fayetteville Recycling and Trash Collection Division will be implementing programs approved through the adoption of the Solid Waste Reduction, Diversion and Recycling Master Plan through City Council action from February 2017.

A rate study is being planned for the Recycling and Trash Collection Division in 2017 that will identify cost structures for the new programs adopted with the approved plan with implementation in the next 10 years.

The grant funds would be used to purchase wheeled carts for collection of foodwaste from commercial entities which is one of the new programs approved through the adoption of the plan. The City conducted a pilot program in 2016 in which nearly 70 tons of foodwaste was collected and composted successfully.

The City will begin the program slowly in 2017 with collection activities at the University of Arkansas and a few public schools. A new FTE and collection truck for the program is being

requested through Capital Improvement Projects and the operating budget for 2018. When these are in place, the program will expand to other institutions and commercial restaurants. Expansion into residential Foodwaste composting will occur in later years.

BUDGET/STAFF IMPACT:

The recycling grant awards are not matching grants, so no City funds are obligated with this request. Upon approval and award of the grant a budget adjustment will be requested to recognize the grant revenue and a capital project will be created.

Attachments: 2017 Boston Mountain Solid Waste District grant application.

Budget Year	Division	Adjustment Number
2017	RECYCLING/TRASH COLLECTION (750)	
	Requestor: Brian Pugh	

Accept revenue from Boston Mountain 2017 Recycling Grant for \$8,000 for the purchase of food waste carts for the composting program.

	COUNCIL DATE:	11/7/2017
	LEGISTAR FILE ID#:	2017-0584
	<i>Barbara Fell</i> 10/16/2017 7:09 AM	
	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: 2017-0603

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

CAMPBELL BELL PROPERTY OWNERS ASSOCIATION, INC.:

A RESOLUTION TO APPROVE A LEASE AGREEMENT WITH THE CAMPBELL BELL PROPERTY OWNERS ASSOCIATION, INC. FOR FOURTEEN (14) PARKING SPACES IN FAYETTEVILLE MUNICIPAL PARKING LOT 1, LOCATED AT 160 WEST MOUNTAIN STREET, FOR AN ADDITIONAL FIVE (5) YEARS AT A MONTHLY COST OF \$50.00 PER PARKING SPACE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a Lease Agreement with The Campbell Bell Property Owners Association, Inc., a copy of which is attached to this Resolution, for fourteen (14) parking spaces in Fayetteville Municipal Parking Lot 1 located at 160 West Mountain Street for an additional five (5) years at a monthly cost of \$50.00 per parking space.

City of Fayetteville Staff Review Form

2017-0603

Legistar File ID

11/7/2017

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

Justin Clay

10/17/2017

Parking & Telecommunications /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

To renew the lease agreement with The Campbell Bell Building Property Owners Association, Inc. for the leasing of fourteen (14) parking spaces located in City of Fayetteville Municipal Parking Lot 1.

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 NOVEMBER 7, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Peter Nierengarten, Sustainability & Parking Director

FROM: Justin Clay, Parking Manager

DATE: October 17, 2017

SUBJECT: To renew the lease agreement with The Campbell Bell Building Property Owners Association, Inc. for the leasing of fourteen (14) parking spaces located in City of Fayetteville Municipal Parking Lot 1.

RECOMMENDATION:

Staff recommends renewing the lease agreement with The Campbell Bell Building Property Owners Association, Inc. (POA) to lease fourteen (14) spaces located under the canopy of Municipal Parking Lot 1 for use by condo owners in the adjacent building.

BACKGROUND:

Since 2012, the Campbell Bell POA has leased these fourteen (14) spaces located under the canopy of Municipal Parking Lot 1, located at 160 W. Mountain St., for residential use by the condo owners. This lease agreement expires in November, 2017 and the POA has expressed its desire to renew this lease agreement for an additional five (5) years.

DISCUSSION:

The fourteen spaces will continue to be leased at the rate of \$50 per space per month, yielding annual revenue to the City in the amount of \$8,400. All other terms and conditions of the original lease are carried forward in this renewal agreement.

BUDGET/STAFF IMPACT:

No Budget Impact as this is a revenue account.
No Staff Impact.

Attachments:

Lease Agreement Renewal

LEASE AGREEMENT

This Agreement, made and entered into this ____ day of _____ 2017, by and between the City of Fayetteville, Arkansas, a Municipal Corporation, 113 W. Mountain, Fayetteville, Arkansas, and The Campbell Bell Building Property Owners Association, Inc., Fayetteville, AR 72701, **Witnesseth:**

1. **Leased Premises.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by Campbell Bell Property Owners Association as obligations to the City of Fayetteville, the City of Fayetteville lets, leases and demises unto Campbell Bell Property Owners Association, subject to the terms and conditions contained herein, the following described property situated in Washington, County, Arkansas:

Fourteen (14) parking spaces, as set forth on Exhibit A attached hereto, located in the Fayetteville Municipal Parking Lot 1, west of the Campbell Bell Building between Mountain, Church, and Center Streets, a/k/a/ 160 West Mountain Street, Fayetteville, Arkansas.

To have and to hold said premises unto Campbell Bell Property Owners Association for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **Term.** This term shall commence on December 1, 2017, and shall extend for a term of one (1) year, ending at midnight on November 30, 2018. Campbell Bell Property Owners Association shall have the option to renew this lease for four (4) additional one (1) year terms. The option may be exercised by providing written notice to City of Fayetteville at least 30 days prior to expiration of this lease.

3. **Rent.** Campbell Bell Property Owners Association agrees to pay to City of Fayetteville as rental for the first year of this lease the sum of \$50.00 per space per month. Thereafter, the rent shall be adjusted each year at the lease anniversary date to an amount charged for comparable lease spaces in this lot. If no comparables exist, rates will be the same as the Town Center parking deck rates. Each monthly payment is due in advance and payable on or before the first of each month. A late fee shall be imposed, at the highest rate allowable by law, on all payments which are not received by City of Fayetteville within five (5) business days from the due date.

4. **Use.** Campbell Bell Property Owners Association agrees to use the leased premises only for the purpose of residential vehicle parking for use by the tenants of Campbell Bell Property Owners Association. However, it is understood that the City of Fayetteville will not provide enforcement for restrictive parking spaces identified in this lease.

5. **Improvements.** Campbell Bell Property Owners Association may make the following improvements: Install private parking notices on meter poles, striping of parking spaces, and maintenance of the awning structure. Design for all improvements shall be approved by the City of Fayetteville. Any such improvement shall be solely at Campbell Bell Property Owners Association's expense.

6. **Assignment.** Campbell Bell Property Owners Association shall not assign this lease or sublet the leased premises without prior written consent of the City of Fayetteville. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 3 above. Any such assignment or subletting shall in no way relieve Campbell Bell Property Owners Association from liability for the obligation imposed by this lease. Campbell Bell Property Owners Association may only be released from liability by a specific written release executed by City of Fayetteville.

7. **Holdover.** Campbell Bell Property Owners Association hereby agree that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, Campbell Bell Property Owners Association will peaceably deliver possession of the leased premises to City of Fayetteville. In the event Campbell Bell Property Owners Association shall be permitted by City of Fayetteville to hold over after the expiration or termination of this lease, said holding over, in the absence of any written agreement to the contrary, shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease, or as may be amended on the anniversary of the term set forth in Paragraph 2 above. A month-to-month tenancy arising by Campbell Bell Property Owners Associations holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for City of Fayetteville to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, Campbell Bell Property Owners Association agree that it will pay all costs and expenses of such action, including reasonable attorney's fees.

8. **Termination.** City of Fayetteville hereby reserves the right to terminate this Lease at any time during the term of this Lease if it is determined by the Fayetteville City Council that the leased premises is needed for a valid public purpose. If City of Fayetteville terminates the lease prior to expiration of the term in Paragraph 2, City of Fayetteville shall compensate Campbell Bell Property Owners Association on a prorated basis of the actual cost to make improvements to the premises.

9. **Compliance with Laws.** Campbell Bell Property Owners Association agrees not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction of the leased premises.

10. **Non-Waiver.** It is agreed that the failure of City of Fayetteville to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Campbell Bell Property Owners Association under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent City of Fayetteville from invoking such remedies in the event of any future breach or default.

11. **Insurance.** Campbell Bell Property Owners Association shall be solely responsible for maintaining insurance on any improvements made to the leased premises, as well as for general public liability insurance.

12. **Succession.** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

13. **Severability.** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

14. **Interpretation.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

15. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

CITY OF FAYETTEVILLE:

By: _____
LIONELD JORDAN, Mayor

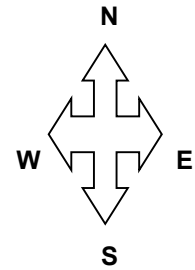
ATTEST:

By: _____
SONDRA SMITH, City Clerk


The Campbell Bell Building
Property Owners Association, Inc.

EXHIBIT A - LOT 1

CENTER STREET			
CHURCH STREET	90	Handicap 44	21 1
	91	68 45	22 2
	92	69 46	23 3
	93	70 47	24 4
	94	71 48	25 5
	95	72 49	26 6
	96	73 50	27 7
	97	74 51	28 8 Fulton
	98	75 52	29 9 Fulton
	99	76 53	30 10
	100	77 54	31
	101	78 55	Edward Jones 32
	102	79 56	Edward Jones 33
	103	80 57	POA 34 11 POA
	104	81 58	POA 35 12 POA
	105	82 59	POA 36 13 POA
	106	83 60	POA 37 14 POA
	107	84 61	POA 38 15 POA
	108	85 62	POA 39 16 POA
	109	86 63	POA 40 17 POA
	110	87 64	Handicap 18
	111	88 65	Handicap 19
	112	89 66	Handicap 20
MOUNTAIN STREET			





City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0606

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

BLOCKER & WALLACE SERVICE, LLC:

A RESOLUTION TO AUTHORIZE A SERVICE CONTRACT WITH BLOCKER & WALLACE SERVICE, LLC IN THE TOTAL AMOUNT OF \$31,355.18 FOR THE REPAIR OF TWO MECHANICAL BLOWER UNITS USED AT THE WEST SIDE WATER RESOURCE RECOVERY FACILITY

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 service contract with Blocker & Wallace Service, LLC in the total amount of \$31,355.18 for the repair of two mechanical blower units used at the West Side Water Resource Recovery Facility.

City of Fayetteville Staff Review Form

2017-0606

Legistar File ID

11/7/2017

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

Tim Nyander

10/16/2017

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a service contract with Block & Wallace Service LLC to repair two (2) Gardner Denver mechanical blowers used at the West Side Water Resource Facility (WRRF) in the amount of \$31,355.18.

Budget Impact:

5400.730.5800-5414.00

Water/Sewer

Account Number

Fund

02069.1

Plant Pumps and Equipment - W.W.T.P.

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 531,386.00

Funds Obligated \$ 196,017.32

Current Balance \$ 335,368.68

Does item have a cost? Yes

Item Cost \$ 31,355.18

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 304,013.50

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF NOVEMBER 7, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water, Sewer, and Solid Waste Committee
Tim Nyander, Utilities Director

FROM: Greg Weeks, Wastewater Treatment
Mayo Miller, Wastewater Treatment

DATE: October 9, 2017

SUBJECT: **Approval of a service contract with Block & Wallace Service LLC to repair two (2) Gardner Denver blowers used at the West Side Water Resource Facility (WRRF) in the amount of \$31,355.18**

RECOMMENDATION:

Staff recommends approval of a service contract with Block & Wallace Service LLC to repair two (2) Gardner Denver mechanical blowers used at the West Side Water Resource Facility (WRRF) in the amount of 31,355.18.

BACKGROUND:

The West Side WRRF is designed to treat 10.0 million gallons of wastewater per day. Organics in the wastewater are treated by microorganisms called activated sludge. As the microorganisms multiply, a portion of the sludge must be removed to maintain the proper balance between number of microorganisms and the available organics. Waste Activated Sludge (WAS) is removed from the treatment process, dewatered, then sent to the Biosolids Management Site (BMS) for further treatment to be sold as a Class A Biosolid fertilizer.

Before WAS is sent to the BMS, it is stored in one of two tanks. During this storage time, the WAS is mixed by mechanical blowers to prevent the material from going septic. The WAS storage tanks have a total of five blowers that can be used for mixing the sludge. Two of the 10-year-old blowers experienced unknown internal failures requiring disassembly, evaluation, and repair.

DISCUSSION:

The two mechanical blowers were sent to Blocker & Wallace Service LLC, a certified Gardner Denver repair facility, for diagnosis and repair. After disassembly and inspection, it was found that the two units need repairs including but not limited to: seals, bearings, timing gears, minor machine work, etc.

Because it was necessary to have the certified repair facility disassemble the units to determine the extent of hidden and unknown damage to equipment already purchased, a bid waiver and formal sealed bidding is not necessary according to Arkansas Procurement Law R6:19-11-203, Subsection 14 (EE) "hidden or unknown damages." City Administration recommends approving a contract for repair services with Blocker & Wallace Service LLC in the amount of 31,355.18, which includes tax, to repair the two units.

BUDGET/STAFF IMPACT:

Funds are available in the Wastewater Treatment Plant CIP – Plant Pumps and Equipment.

Attachments:

Repair Quotes

#: M28577

Quote Date: Sep 12, 2017

Page: 1

Quoted To:

Fayetteville WWTP
1500 North Foxhunter Rd.
Fayetteville, AR 72701

Quoted By:

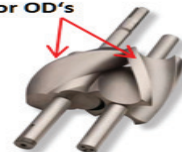
Neil W. Brinkmeyer
Neil@blockerandwallace.com

Office: 901-274-0708

Fax: 901-278-4796

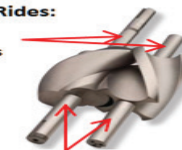
QTY	Item	Description	Amount	Job ID
	Repair Quote:	Blower Model: 9CDL18 SN: S257453		13965
	Cause of Failure:	Inadequate lubrication lead to premature bearing wear and a loss of internal operating clearances.		
	Drive Rotor OD:	The drive rotor OD is undersized due to product abrasion but it is within factory allowable tolerances and can be reused.		
	Drive Rotor OD:	The driven rotor OD is undersized due to minor abrasions but it is within factory allowable tolerances and can be reused.		
	Bearing Ride - Rotor	The drive and driven rotor bearing rides are within factory allowable tolerances and don't require repair..		
	Dr. Head Plate Cond	The head plate surfaces have minor abrasions on the surface that can be removed with additional polishing.		
	Interlobe Cond.:	Slightly oversized above factory spec. and cannot be repaired due the rotor design / profile. Will result in a minimal decrease in performance		
	Timing Gear Cond:	The timing gears have moderate backlash but are within factory allowable tolerances and can be reused.		
1.00	9CDL Overhaul INP	9CDL Cycloblower Repair including a complete factory supplied INPRO oil seal overhaul kit. Assembled & tested by factory trained tech. (Estimate only).	13,750.00	13965
	Repair Details 1	Details: A complete overhaul kit, Including, New timing gears, new oil sight gauges, lubrication fittings, oil sump breathers, sandblasting & polishing of all components, computerized dynamic rotor balancing, assembly by a factory trained technician, testing analysis under simulated load including bearing vibration analysis & performance results, motor amp draw. Decals prep & paint.		
	Tax		1,340.63	
	Total		15,090.63	

Rotor OD's



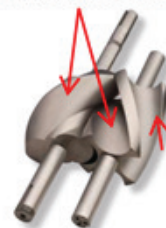
Bearing Rides:

Drive end bearing rides

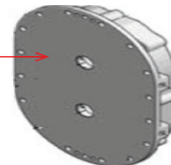


Gear end bearing rides

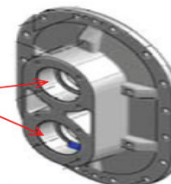
Interlobe locations



Head Plate Surface:



Bearing Bores:
(2 per head plate)



www.blockerandwallace.com

** NOTICE: Un resolved Equipment for repair that is not approved for rebuild or replaced with a new or remanufactured unit may incccur a tear down / inspection fee and may also be scrapped out / thrown away / by Blocker & Wallace Service LLC after 90 days.

APPROVED BY: _____ DATE: _____

#: M28578

Quote Date: Sep 12, 2017

Page: 1

Quoted To:

Fayetteville WWTP
1500 North Foxhunter Rd.
Fayetteville, AR 72701

Quoted By:

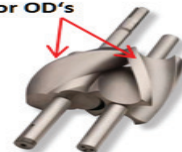
Neil W. Brinkmeyer
Neil@blockerandwallace.com

Office: 901-274-0708

Fax: 901-278-4796

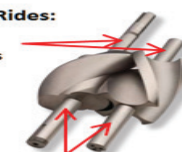
QTY	Item	Description	Amount	Job ID
	Repair Quote:	Blower Model: 9CDL18 SN: S257461		13966
	Cause of Failure:	An internal seal failure and bearing failure caused the unit to loose internal operating clearances and lock up		
	Drive Rotor OD:	The drive rotor OD is undersized due to minor abrasions but it is within factory allowable tolerances and can be reused.		
	Drive Rotor OD:	The driven rotor OD is undersized due to product abrasion but it is within factory allowable tolerances and can be reused.		
	Bearing Ride - Rotor	The drive and driven rotor gear end bearing rides are undersized below factory spec. and will require welding / machining to regain factory tolerances.		
	Dr. Head Plate Cond	Both head plates have moderate abrasions on the head plate surface, but can be reused with additional polishing		
	Interlobe Cond.:	The		
	Timing Gear Cond:	The timing gears have moderate backlash caused by inadequate lubrication, but their are in .		
1.00	9CDL Overhaul INP	9CDL Cycloblower Repair including a complete factory supplied INPRO oil seal overhaul kit. Assembled & tested by factory trained tech.	14,820.00	13847
	Repair Details 1	Details: A complete overhaul kit, Including, New timing gears, new oil sight gauges, lubrication fittings, oil sump breathers, sandblasting & polishing of all components, computerized dynamic rotor balancing, assembly by a factory trained technician, testing analysis under simulated load including bearing vibration analysis & performance results, motor amp draw. Decals prep & paint.		
	Tax		1,444.55	
	Total		16,264.55	

Rotor OD's



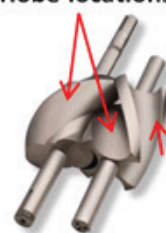
Bearing Rides:

Drive end bearing rides

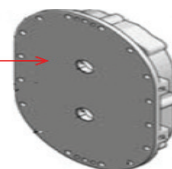


Gear end bearing rides

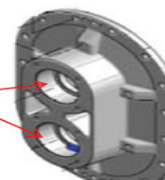
Interlobe locations



Head Plate Surface:



Bearing Bores:
(2 per head plate)



www.blockerandwallace.com

** NOTICE: Un resolved Equipment for repair that is not approved for rebuild or replaced with a new or remanufactured unit may incccur a tear down / inspection fee and may also be scrapped out / thrown away / by Blocker & Wallace Service LLC after 90 days.

APPROVED BY: _____ DATE: _____



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0608

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 10

RFP #17-06 COLLECTION BUREAU OF AMERICA, LTD:

A RESOLUTION TO AWARD RFP #17-06 AND AUTHORIZE A ONE YEAR CONTRACT WITH COLLECTION BUREAU OF AMERICA, LTD FOR ACCOUNT COLLECTION SERVICES WITH AN OPTION TO RENEW FOR UP TO FOUR (4) ADDITIONAL ONE YEAR TERMS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP #17-06 and authorizes a one year contract with Collection Bureau of America, Ltd. for account collection services with an option to renew for up to four (4) additional one year terms.

City of Fayetteville Staff Review Form

2017-0608

Legistar File ID

11/7/2017

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

Cheryl Partain

10/17/2017

Billing & Collections /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Request for Proposal (RFP) 17-06 and authorizing a contract for a period of one (1) year with an option to renew for up to four (4) additional one year terms to Collection Bureau of America, LTD for collection services for the City of Fayetteville.

Budget Impact:

5400.710.1810-5319.00/5500.750.5000-
5319.00

Water/Sewer and Recycling & Trash Collection

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 345,525.00

Funds Obligated \$ -

Current Balance \$ 345,525.00

Does item have a cost? Yes

Item Cost \$ -

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 345,525.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF NOVEMBER 7, 2017

TO: Mayor and City Council

THRU: Paul Becker, Chief Financial Officer

FROM: Cheryl Partain, Utilities Financial Services Manager

DATE: October 17, 2017

SUBJECT: Resolution awarding RFP 17-06 and approving a service contact with Collection Bureau of America, LTD for collection services for the City of Fayetteville

RECOMMENDATION:

Staff recommends awarding Request for Proposal (RFP) 17-06 and authorizing a contract for a period of one (1) year with an option to renew for up to four (4) additional on year terms to Collection Bureau of America, LTD for collection services for the City of Fayetteville.

BACKGROUND:

The City of Fayetteville contracts for collection services for water/sewer and trash and recycling past due utility account bills and also for past due miscellaneous City invoices processed by accounting. The City is currently not contracted with a collection service agency due to the contract with our previous collections agency, MSB, expiring at the end of 2016. During the conversion to the new Utility Management module, past due utility accounts were unable to be dropped to bad debt status and sent to a collection agency starting at the end of October 2016 until the conversion to the new Utility Management module was done. With the conversion completed, utility accounts are able to be dropped to bad debt status and sent to a collection agency.

DISCUSSION:

The proposals were received for RFP 17-06, Collection Services on March 16, 2017. The RFP selection committee selected three of the eight collection companies that submitted proposals for interviews and demos of their collection software. On April 7, 2017 the interviews and demos of the collection software were done and the Collection Services RFP selection committee selected Collection Bureau of America, LTD for collection services for the City. Collection Bureau of America commission pricing is based on the age of the account collected by the agency. The pricing is as follows:

Commission Rate	Age of Account (based on the date of placement with agency)
30% of Balance of Account	8 - 90 days
27.5% of Balance of Account	91 – 180 days
25% of Balance of Account	181 – 365 days

BUDGET/STAFF IMPACT:

Funds are available in the Water/Sewer operations fund and the Recycling and Trash operations fund for the cost of the bad debt expense.

Attachments:

Contract

RFP 17-06 Submittal



**CITY OF
FAYETTEVILLE
ARKANSAS**

Contract for Services:
Contract for Debt Collection Services
Between the City of Fayetteville, AR
AND Collection Bureau of America, LTD.
Renewal Terms: 1 year with 4 options

Agreement is made this _____ day of _____, 2017 by and between the **City of Fayetteville, Arkansas (City)** located at 113 W. Mountain, Fayetteville, Arkansas 72701 and **Collection Bureau of America, Ltd. (CBA)** located at 25954 Eden Landing Road, Hayward, CA 94545.

WITNESSETH:

WHEREAS, City has previously determined that it has a need for a PROVIDER FOR COLLECTION SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Fayetteville RFP 17-06 (herein after referred to as Request for Proposal or RFP), City has awarded this Contract to CBA; and

WHEREAS, CBA has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions are contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Term: This Agreement shall be for an initial one year period from the effective date of this contract. This agreement may be renewed for four (4) additional one (1) year terms with approval of both parties.
2. Attachments: The Contract documents which comprise the contract between the City and the CBA consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. Exhibit A: The City's Request for Proposals, inclusive of all Addenda, RFP 17-06
 - b. Exhibit B: CBA's response to RFP 17-06
 - c. Exhibit C: CBA Certificate of Insurance as required, listing the City as an additional insured

If there is a conflict between the terms of this Contract and the above referenced documents, the conflict shall be resolved as follows: the terms of this Contract shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

3. Services to be Provided: CBA hereby agrees to provide the City with COLLECTION SERVICES, as requested and more specifically outlined in the RFP, this Contract, and all subsequent documents that are incorporated into the terms and conditions and set forth the rights, duties and obligations of the parties pursuant to this Contract. During the terms of this Agreement, CBA shall:
 - a. Serve as the first point of contact for delinquent debt collection as the City's provider for Collection services;

- b. Maintain clear and open communication with the City on all collections services performed and activities provided under the scope of this contract;
 - c. Provide all deliverables and performance measures outlined in the attached Exhibit B; and
 - d. Provide services in a timely manner.
4. Fees and Expenses: Total fees for collection services shall not exceed thirty percent (30%) of collected debts **and as outlined** in the CBA's RFP response. CBA shall track, log and report dates and collections related to this agreement along with invoice for payment for each month. Invoices shall be sent along with all collection monies received and the City will then pay the fee from total received.
5. Notices: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery confirmed or receipt requested, e-mail or fax (receipt confirmed), or overnight courier.
6. Default/Termination/Cancellation:
- a. This contract may be cancelled by either party with thirty (30) days written notice. In the event of cancellation, all records pertaining to the City of Fayetteville accounts, debts, and records shall become the property of the City of Fayetteville and turned over accordingly within thirty (30) calendar days after cancellation of contract.
 - b. Failure of CBA to comply with any of the provisions of this Contract shall be considered a material breach of Contract and shall be cause for immediate termination of the Contract at the sole discretion of the City.
 - c. In addition to all other legal remedies available to it, the City reserves the right to cancel or obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.
7. Applicable Law: This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.
8. Entire Agreement: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.
9. 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 amendment to the Contract approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
10. Performance Measures: CBA shall provide the deliverables as outlined in the attached Exhibit B.
11. Contract Administration: The Mayor or his/her Designated Representative shall be the Contract Administrator for this contract. CBA Principal or his/her Designated Representative shall be the primary contact for all matters pertaining to this contract. While it is understood that many facts pertaining to

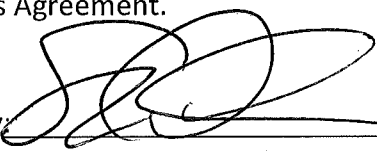
projects must be held in the strictest confidence, CBA's Principal or designee shall insure the Contract Administrator is kept abreast of details and progress made pertaining to debt collection to the greatest extent possible.

12. 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, CBA 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.), exempting those records that, "if disclosed would give advantage to competitors or bidders," as described in Section (b)(9)(A). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
13. Professional Responsibility: CBA shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.
14. Assignment and Subcontracting: CBA shall perform this Contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, CBA shall provide written notice to the City within thirty (30) business days of such notice of action or upon the occurrence of said action, whichever occurs first. Action by the City awarding a proposal to a Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.
15. Permits & Licenses: CBA shall secure and maintain any and all permits and licenses required to complete this Contract.
16. Indemnification: CBA shall indemnify, pay the cost of defense, including but not limited to attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property a result of or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of CBA; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, by-laws, ordinances, order of decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Fayetteville. The first ten dollars (\$10.00) of compensation received by CBA represents specific consideration for this indemnification obligation.
17. Special Conditions:
 - a. The City reserves the right to review, audit, and examine any and all records obtained by CBA pertaining to accounts, debts, and records turned over by the City.
 - b. CBA shall show proof of bonding certificate and licensing from the State Board of Collection Agencies within thirty calendar days of the Effective Date. Bonding certificate and any required license shall be kept current throughout the term of this Contract. Proof of bonding certificate and licensing shall be submitted before each renewal.

- c. Accounts will be turned over to CBA at the sole discretion of the City. Cases on appeal will not be turned over for collection. Only debts with past due amounts of 90 days or older are intended to be **considered** for reference to CBA.
- i. The City shall submit water, sewer, and sanitation accounts (Utility Billing) to the agency on a regular monthly basis.
 - ii. District Court fines shall be submitted to the agency on an as needed basis only and are not a primary scope of this contract.
 - iii. Miscellaneous municipal billings may be submitted to the CBA on an as needed basis. In instances where a credit adjustment is made to debts that have already been submitted, the City shall simply notify CBA of the adjustment and the amount due on the debt shall be changed with no payment due for the credited adjustment amount.
- d. CBA will rely completely on the City to provide correct information about each existing case(s) and, specifically, about any dollar amount in question. The City will immediately update and correct any information it has provided to CBA. In particular, the City will immediately notify CBA of any payment or other satisfaction of indebtedness made directly to the City or any other action affecting the amount or timing of monies owed by any person to the City, including the receipt or notification of any person's retention of counsel or the filing or suggestion of bankruptcy by any person.
- e. All services provided pursuant to this Contract shall conform to all local, state and federal law and regulations, including, but not limited to, the Federal Fair Debt Collection Practices Act, Arkansas Code Annotated § 14-234-601 *et seq.* and Arkansas Code Annotated § 14-229-103.
- f. All utility accounts collected by the Billing and Collections Division as a result of Acts 769, 360, and 195 shall become the property of the City with no fees assessed.

IN WITNESS WHEREOF, the parties have executed this Agreement.

By: _____
LIONELD JORDAN, Mayor

By:  _____
Shawn DeLuna, Principal

ATTEST:

WITNESS:  _____

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

Date Signed: _____

Date Signed: 7/9/2017



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

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 17-06, Collection Services

DEADLINE: Thursday March 16, 2017 before 2:00:00 PM, local time

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

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

DATE OF ISSUE AND ADVERTISEMENT: Friday February 17, 2017

REQUEST FOR PROPOSAL RFP 17-06, Collection Services

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

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

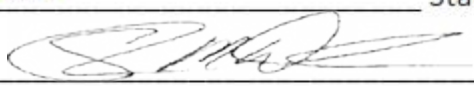
Name of Firm: Collection Bureau of America, Ltd.

Contact Person: Shawn DeLuna Title: President / CEO

E-Mail: shawn@collectionbureauofamerica.com Phone: 510-781-5128

Business Address: 25954 Eden Landing Road

City: Hayward State: CA Zip: 94545

Signature:  Date: March 14, 2017

Letter of Transmittal

City of Fayetteville
Purchasing Division, Room 306
113 W Mountain
Fayetteville, AR 72701

RE: RFP 17-06 / Collection Services

Collection Bureau of America has read and will comply with all terms and conditions described in RFP 17-06 released by the City of Fayetteville. CBA acknowledges the receipt of Addendum No. 1 issued on March 8, 2017. This proposal is valid for a period of 160 days after the due date of March 16, 2017.

Collection Bureau of America is a privately-held company certified as a minority-owned enterprise (MBE) through the California Public Utilities Commission (CPUC). CBA is licensed / authorized to collect in all 50 states. Please see Appendix A for a copy of the Arkansas license. CBA has been in business providing first and third-party debt collection services since 1959. CBA works with and collects for over 1,000 clients nationwide, including a wide-variety of services for over 50 municipalities. CBA is an industry leader because of the following distinct, competitive advantages:

- ▲ Our commitment to excellence in customer care;
- ▲ Our nationwide coverage complimented by a vested commitment to our local economy and workforce which is displayed in our twenty-four thousand square foot custom-designed collection-specific headquarters facility;
- ▲ Our hands-on ownership and management that has over 100 years of combined experience recovering a wide range of debts types – Utility, Municipal, Medical, Commercial, Cable and Bottled Water;
- ▲ Our flexible recovery strategy that will be customized to Fayetteville's unique business and customer care needs;
- ▲ Our partnership approach that extends our clients' recovery methods and procedures to be paralleled by CBA, so that their customers experience the same high-level of customer care at every stage of the recovery process;
- ▲ Our dedication to compliance, which is the cornerstone to upholding CBA's strong community reputation. CBA employs a full-time compliance officer, who oversees all facets of the compliance spectrum to insure that our clients and their customers are receiving the highest level of adherence to laws, rules, regulations, training and service standards;

In the event that questions arise regarding this proposal, or additional information is required, please contact Shawn DeLuna at 510-781-5128 or shawn@collectionbureauofamerica.com

Thank you,



Shawn DeLuna
President / CEO

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Executive Summary

CBA has been in business providing first and third-party debt collection services since 1959. CBA works with and collects for over 1,000 clients nationwide, including a wide-variety of services for over 50 municipalities. CBA is an industry leader because of the following distinct, competitive advantages:

- ▲ Our commitment to excellence in customer care;
- ▲ Our nationwide coverage complimented by a vested commitment to our local economy and workforce which is displayed in our twenty-four thousand square foot custom-designed collection-specific headquarters facility;
- ▲ We are licensed or hold certificates of authority in all 50 states depending on the state's individual requirements.
- ▲ Our hands-on ownership and management that has over 100 years of combined experience recovering a wide range of debts types – Utility, Municipal, Medical, Commercial, Cable and Bottled Water;
- ▲ Our flexible recovery strategy that will be customized to Fayetteville's unique business and customer care needs;
- ▲ Our partnership approach that extends our clients' recovery methods and procedures to be paralleled by CBA, so that their customers experience the same high-level of customer care at every stage of the recovery process;
- ▲ Our dedication to compliance, which is the cornerstone to upholding CBA's strong community reputation. CBA employs a full-time compliance officer, who oversees all facets of the compliance spectrum to insure that our clients and their customers are receiving the highest level of adherence to laws, rules, regulations, training and service standards;

Collection Bureau of America is a privately-held company certified as a minority-owned enterprise (MBE) through the California Public Utilities Commission (CPUC). A copy of the certificate is included as Appendix B. CBA has also been certified as a Small Business by both the State of California and Alameda County (see Appendix C).

Collection Bureau of America is a full service debt recovery firm performing a wide variety of services:

- ▲ Account billing and invoicing services - CBA receives itemization of all charges and then generates bill copies or invoices out to customers. This service is performed as a price per account format.
- ▲ First-party recovery programs - CBA collects in the name of our client, utilizing their letterhead, envelopes and phone numbers. This service is performed as a price per account format.
- ▲ Accelerated recovery programs – CBA provides third party collection services for only a short duration, then the client moves the account on to a different strategy. This service can be performed as either a price per account or in a commission-based format.

▲ Third-party debt collection services – CBA collects all debts as a third party, working with our clients' customers to resolve the outstanding debt through payment in full, payment plans, charity care, mediation and resolution of disputed items. Included in these services are comprehensive skip-tracing, information analysis and cleansing, and bankruptcy and deceased processing. Third party services can be performed as primary placement, secondary placement, tertiary placement and/or warehousing placement of accounts. This service can be performed as either a price per account or as a commission-based format.

CBA currently employs approximately 60 full-time collectors with an average tenure of 7 years with CBA but an average of 15 years experience in the collection industry. Our employee tenure is among the highest in the industry.

Each of our clients' portfolios is currently, and would continue to be, staffed and managed at our headquarters and only facility in Hayward, California. CBA is continually monitoring client portfolios and adjusting staffing resources as necessary to provide adequate staffing for each client. Our facility has been pre-built out for quick expansion, with cubicles, a phone system and computers ready to go, so that if a client need arises, CBA has the capacity for expansion of an additional 75 employees.

Agency History

Collection Bureau of America (CBA) is a privately-held, diverse, minority-owned accounts receivable management firm founded in 1959 that has 58 years of experience in the collections industry. For all 58 years, CBA has specialized in collecting utility debts, both locally in California and nationally. For all 58 years, CBA has collected on both residential and commercial debts for 58 years nationwide for multiple industries and balance sizes.

Collection Methodology

CBA's methodology and work approach to debt recovery is to treat all debtors with dignity and respect and to operate within the code of ethics provided by the American Collectors Association (ACA). Our approach with collection technologies is to utilize our systems as a tool to improve our performance and add value to the collection cycle. We take the time and effort to learn the nuances of the client portfolio to maximize recoveries and avoid using a "cookie-cutter" approach to collections. We work with each client to develop processes which work best for that client and do not force rigid guidelines on the clients. This is the key reason why CBA's approach works and the following will demonstrate how we tailor our recovery programs to the client's portfolio to maximize recoveries while delivering world-class customer service.

CBA does not have a specific target for the number of written notices or telephone attempts; each account is unique and receives a unique collection approach. Unless client requirements dictate another time frame, first notices are sent 24 – 72 hours after accounts are loaded. Generally we will make phone calls every 3-days for the first 3-6 months, then one phone attempt every 7-days thereafter for 6-12 months. Then after that period, the account is cycled into our different aged recovery strategies that makes additional phone calls and has special letters sent to specifically address the situation.

CBA's collection recovery strategies are designed as client-specific, unique recovery programs that maximize the synergies between our comprehensive skip-tracing methods, leading-edge collection technologies, advanced predictive/interactive dialing capabilities, and intensive inbound and outbound contact and notice strategies that are tailored for each of our clients. CBA's extensive experience and deep understanding of a clients' collection portfolio is a unique, competitive advantage that has been achieved by retaining experienced management staff, developing specialized training and fostering precise employee skill sets that produces successful results. Results are not just measured by dollars collected, but also by other factors such as positive customer interactions, being able to show respect at all times, and having the compassion to be able to recognize a challenging financial situation that can be resolved to have a mutually beneficial outcome for the customer, our client and CBA. CBA's in-depth knowledge of the complexities of financial collections derived from our over fifty years of experience which results in the highest levels of customer satisfaction combined with maximized recovery rates.

CBA's unique market position and agency size, mid-market, allows for us to work a strong range of client portfolio, specifically in the Cable, Utility, Water, and Healthcare industries. Our long history has given us a wide range of experience with portfolio placements, so CBA has worked on the recovery spectrum from Live to Early Out to Primes/Secondary/Tertiary all the way to Warehousing of account portfolios.

- ▲ Geographic reach – CBA is licensed or holds certificates of authority to collect in all fifty states. CBA's nationwide scope is a competitive advantage because it allows us to collect for several national clients as well as Fortune 10 clients with customers across the United States. No matter where the customer moves, CBA has the authority to contact them in their state of residency to take collection action upon the account. Having a substantial national market penetration in receiving thousands of accounts across the U.S. each month, CBA can allocate resources for skip-tracing and collection efforts that apply to all markets because we have active, current and ongoing collection efforts in every state.

- ▲ Servicing platform – CBA was one of the first collection agencies to automate our recovery process onto the CUBS collection platform. CUBS is the leader in debt collection recovery software. Integrated with our CUBS collection system is our IAT automated call platform, which is used for all of our core call activities. The standard CUBS system provides for all the fundamental collection functions and compliance requirements, but CBA has extended the capabilities of this comprehensive collection system with thirty years of continual customized development through our own internal resources. CBA has developed specific modules to manage health information, so that we not only can control the security of this information, but also provide our clients detailed reporting down to the individual charge, physician, or visit level. CBA's collection system has specific custom programming and custom screens and fields that were developed to meet the unique needs of our current client portfolios. Another unique feature of our system capabilities is our integration with the client system that allows for data files to be easily exchanged for handling new assignments, account payments and account updates. CBA developed custom processes and workflows to fully utilize the data being received from our clients system. Our deep knowledge, being able to utilize every data point and key element and our experience allow CBA to deliver the best collection solution for the City, because CBA can maximize recovery efforts while providing the highest-level of customer service.
- ▲ Core call activities are performed by our Information Access Technology (IAT) automated dialing platform called CT Center. This is a leading-edge dialing system specifically designed for CUBS and collection portfolios. IAT is fully integrated with our CUBS collection software to be able to produce a fully blended call center environment, where all calls are routed through our dialing system, whether outbound or inbound or transfers. Our representatives are presented with the account information on screen simultaneous with the call being routed to their extension, so as soon as the customer pickups up the phone call, they are greeted with our representative addressing them by name, confirming their information and then beginning the collection conversation.
- ▲ CBA made an important business decision over five years ago to utilize our dialing technology in a way that calls are made only when there is a representative available to assist a customer with their account and to not make phone calls in a “robo” call method. This approach is unique for the collection industry because it is extremely labor intensive, but provides a more positive interaction for customers that are already in a difficult collection situation.
- ▲ CBA was an early adopter of a comprehensive content management system that centralizes all customer information and puts it at our collector's fingertips, so all account related content can be accessed through our CUBS collector system for our agents to see invoice copies, customer correspondence and CBA's outbound correspondence. All collection data is backed up using our Universe data backup system and our network is backed up utilizing Unitrends backup systems. CBA utilizes CXM call and desktop screen recording system to complete our comprehensive archival system. All backup data is stored off-site through a professionally-bonded backup storage service company. All documents and account records are available for audit by our clients at any time during normal business hours. Account records may be accessed 24/7 through our secure, client, web-access portal (MyCBA).

 CBA has recently implemented a cloud-based learning/knowledge reinforcement application called KnowledgeLink. This application allows CBA to:

- Implement a continuous knowledge reinforcement training cycle using contents called “Topics”
- Enhance training programs by easily creating content specific training modules for Topics.
- Present company and client policies of any type at desired frequencies for review and acceptance, and to promote accountability.
- Create and administer tests to validate knowledge and certify staff.
- Conduct surveys to gain valuable employee feedback.

Work Plan

Since 1959, CBA has been providing expert recovery services for both consumer and commercial debts. The ability to balance the recovery of both debt types is rooted in our experienced staff and management team. Our current agency blend of commercial and consumer accounts is about 25% commercial and 75% consumer, so with this balance, it allows CBA to allocate the appropriate resources to each segment of business, since both make up a significant proportion of our total debt collection activities.

- ▲ Consumer approach – A consumer approach needs a higher rate of contact attempts to get contact to motivate the consumer to resolve their debt with 1 or 2 payments. Generally consumers disregard letters and notices, so the contactability is very important with consumer accounts, which is why CBA applies a comprehensive automated skip-tracing process in order to identify as many contact phone numbers and their origins as quickly as possible. The more numbers available, the higher the contact rate will be which leads to a higher recovery rate.
- ▲ Commercial approach – Taking the appropriate immediate actions to gain resolution on a commercial account is key to getting it resolved. Businesses can go out of business and disappear very quickly, making it essential to work commercial accounts with a high level of immediate, intensive work, applying many more resources to an account at an earlier stage than a consumer account, because if we do not get to them right away, they may dissolve or file for bankruptcy before CBA can get the City delinquent account collected. Deep and intensive skip-tracing is one of the resources we apply quickly to a delinquent commercial account, so that we can understand everything possibly about the business – it's ownership structure, it's management team, it's physical locations and it's financial health, so that when we do have interactions, we are well suited to address all objections that may come up in a conversation and have a well-developed response to these objections.

CBA's collection recovery strategies are designed as client-specific, unique recovery programs that maximize the synergies between our comprehensive skip-tracing methods, leading-edge collection technologies, advanced predictive/interactive dialing capabilities, and intensive inbound and outbound contact and notice strategies that are tailored for each of our clients.

- ▲ CBA will attempt to collect on all accounts through written communications, phone calls, skip tracing.
- ▲ All accounts are worked on the customer level rather than an invoice level. This gives the customer a more comprehensive view of their account and provides clarity that expedites the resolution of the outstanding balance.
- ▲ Debtors may pay by mail, cash, check by phone, debit cards, credit cards, Western Union, express mail, bank wire and walk-in payments.
- ▲ CBA can accept both credit cards and check-by-phone payments via our self-service pay-by-web or pay-by-phone (IVR) system. CBA's IVR system can be accessed toll-free by calling (888) 454-0313.

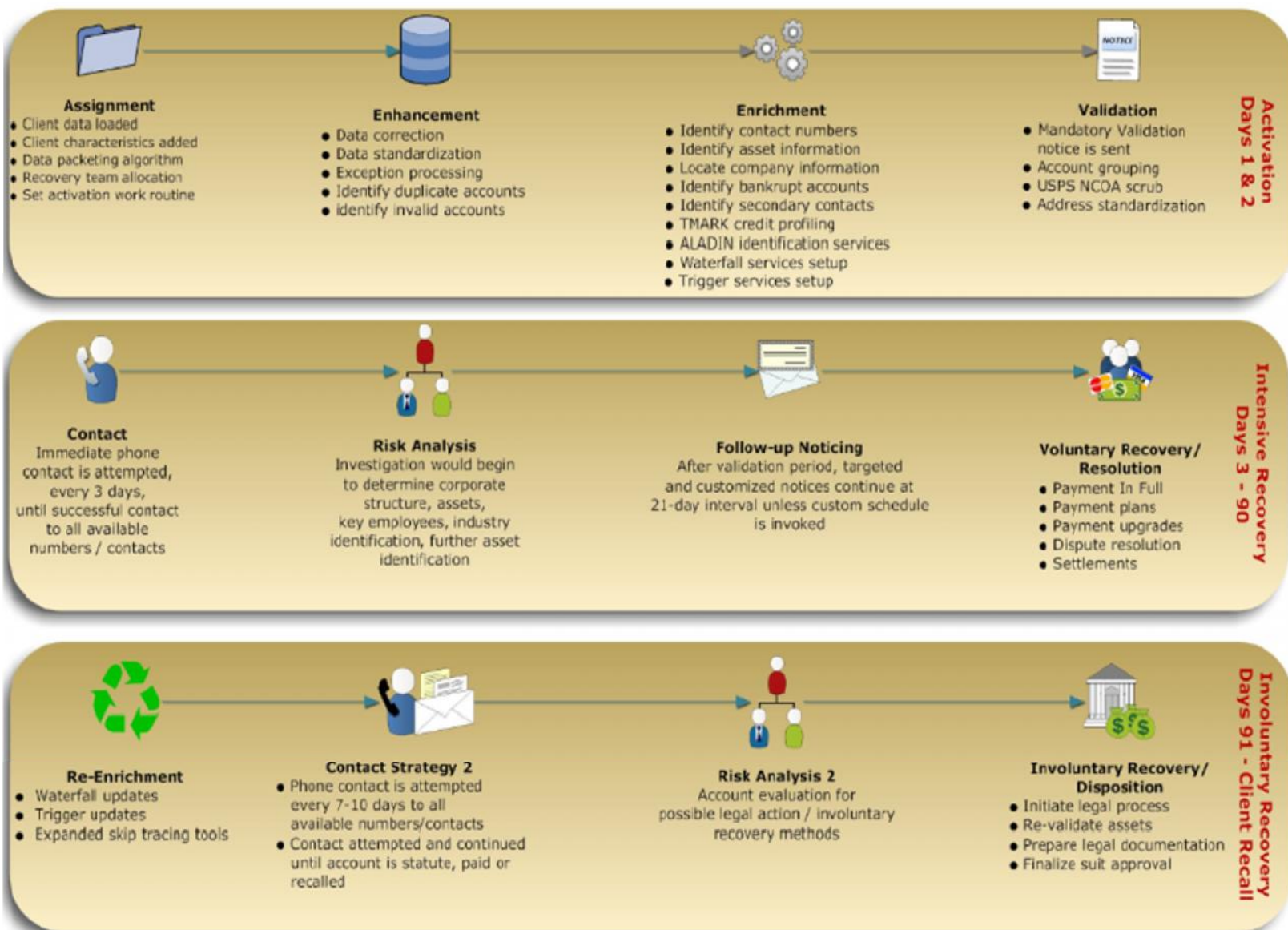
CBA's extensive experience and deep understanding of a clients' collection portfolio is a unique, competitive advantage that has been achieved by retaining experienced management staff, developing specialized training and fostering precise employee skill sets that produces successful results. Results are not just measured by dollars collected, but also by other factors such as positive customer interactions, being able to show respect at all times, and having the

compassion to be able to recognize a challenging financial situation that can be resolved to have a mutually beneficial outcome for the customer, our client and CBA. CBA's in-depth knowledge of the complexities of financial collections derived from our over fifty years of experience which results in the highest levels of customer satisfaction combined with maximized recovery rates:

- ▲ The high level of customer service is achieved by CBA because of our systems experience that provides CBA the insight to be able to resolve most customer billing issues with a single call resolution.
- ▲ CBA's intricate understanding of account charges allows us to enhance our interaction with the customer and provide a seamless experience, because we can anticipate the customer's needs and then provide them with a clear explanation of charges, credits, or adjustments that get accounts resolved faster which expedites the collection of monies.
- ▲ Through our many years of partnership with our clients, there has been the development of a cohesive relationships that benefits the customers because their exposure to world-class practices and service is never compromised at any stage of the recovery cycle, whether it be in-house at client, worked as first party by CBA or in third party collection with CBA.
- ▲ Our flexibility in being able to tailor our recovery strategy quickly allows CBA to anticipate our client's and industry's dynamic environment, changing requirements, and business demands. This flexibility is most apparent in the initiatives that CBA incorporates into our future plans. For 2016/2017, a major initiative is the deployment of a new communication platform. Most of our competitors just change their "switch" or telephone system, but CBA has been preparing for the comprehensive platform change since 2015 when we updated our electronic messaging systems to be forward compatible with our planned communication platform change. This update is being done so that we have a foundation in place to be able to optimize the communication process to address each interaction with the most preferable method for each customer. By staying ahead, CBA insures that it can address its clients' needs, such as web chat sessions, unified communications, social media integration and virtually any future requirements.
- ▲ Our hands-on ownership team invests back into our business and can make decisions that can positively affect our clients' portfolio, recovery rates and customer care service levels in a matter of minutes – not days, weeks or months, like our competitors. An example of our direct and decisive decision making is exemplified in the continuous development of our world-class facility. Owning our own facility allows CBA the flexibility to make immediate changes that address the dynamic needs of an ever changing collection industry, so if there is a change to a law or our client wants our strategy to change, we can move around resources quickly to address these changes and not have to wait for decisions to be made at board meetings, our owners are on site every day, they can approve a change in the morning and it can be completed by the afternoon.

CBA's Collection Process Flow / Work Plan is shown below:

Collection Process Flow



Technological Capabilities

In-House IT department

CBA employs its own IT department, so it is not outsourced to any other entity. CBA has an IT director, a system administrator and a system analyst. This department manages all of our systems and security. They are a key component to all of our client relationships. CBA views technology as a tool and not a toy, so we are very efficient in our use and implementation of technology. If there is a tool that will make us more successful, our management team will always support tools that will make CBA more efficient, more competitive or more compliant.

File Transfer Capabilities

CBA has over 20 years of experience interfacing with client systems and we can comply with the requirements set forth by the City for file transfer capabilities through secure file transfer standards. Files can be done as push or pull and they can be done on CBA hosted equipment or done on the City hosted equipment. CBA provide the maximum flexibility to our clients in that we do not make our clients comply to our rules, process, procedures or systems, but rather CBA conforms to our clients best practices.

Submitting and updating accounts

- ▲ Electronic File Processing – Currently CBA would follow all guidelines for file exchanges set forth by the City. CBA has the capability to exchange files, information and connectivity through all secure, encrypted methods of interface. In addition, CBA can perform electronic transmission of all banking and payment files.
- ▲ CBA would work with the City to develop the best practice for the City to submit and update accounts. If it is most efficient for the City to process all submissions and updates manually, then CBA can comply with this requirement. If the City wants to submit and exchange files electronically, CBA has the capability and security to handle any and all of these methods.
- ▲ Accounts and Update files can all be submitted through our client web portal – MyCBA. Also, files – payments, demographic updates, bankruptcies and deceased - from CBA to the City can be sent through this transport method as well.

Quality, Financial and Data Compliance Control

Quality Control

CBA's commitment to delivering outstanding customer service is rooted in our extensive quality control and assurance programs. The main tenant of our quality control program is CBA's philosophy is that employee monitoring is to assist management in continually improving upon the high standards that we strive to accomplish through all levels of our organization. Our structured approach to employee monitoring and quality assurance includes:

- ▲ CBA's call center facility allows all of our employees to be in one location, giving us an advantage in quality assurance, because everyone from the ownership team to a new trainee are all part of the same single-site environment. Monitoring, evaluation and corrections are easy to implement, because updates, notifications and training can be all done rapidly. This allows CBA to improve customer care opportunities virtually on the fly as changes are being made by our clients or if CBA identifies a deficiency with our care levels, these drops in care are limited to short periods or very few customer interactions, thus delivering consistent and higher levels of customer care than our competitors can at all times.
- ▲ CBA records every collection phone call. These calls are monitored and reviewed by management on a daily basis to ensure a high level of customer service and compliance as well as being an aid in continual training.
- ▲ CBA's unique strategy of recording every collection phone call provides protection and due diligence coverage for CBA and our clients, including the City.

Financial Controls

CBA adheres to strict payment processing guidelines, so all credit card payments are processed through PCI-compliant payment platform. CBA follows all PCI compliant processes and procedures for handling customer card information. All mail-in, express deliver or check-by-phone payments are handled through our internal trust posting department. This department is a separate and secure area that focuses only on processing account payments. Payments are identified to a specific account, invoice or claim, validated for proper application, posted to the specified account. Daily, weekly, Bi-weekly and monthly CBA performs its account reconciliation and statement process to remit a files to our clients for payment application into their system and at the same time send funds to our clients via bank wire/ACH, which is confirmed and reconciled by clients banking services department. The remittance process could be enhanced to be customized for the City to include any unique processing or applications the City may require.

Data Compliance

All data compliance is ensured, managed, and monitored by our FDCCA-certified compliance officer who works closely with our management team to ensure the maximum level of compliance by each employee at every customer interaction or information exchange. Compliance is achieved through clear, concise training, policies and procedures. As with all compliance, we are never "done", it is an ongoing, daily focus and a goal that takes teamwork and diligence to keep it at the forefront of all employee actions, business processes and customer touch points to achieve consistent success.

State and Federal Law Requirements and Compliance

CBA strictly follows all Federal and State laws - FDCPA, FCRA, TCPA, the California Robbins-Rosenthal act and all other applicable Federal and State of California laws regarding debt collection and debtor's rights. CBA accomplishes the highest level of compliance by using the following methods and procedures:

- ▲ CBA is licensed, registered or has a certificate of authority to collect in all fifty states or in any state that requires any of the above;
- ▲ CBA has all collection notices reviewed by a CAC / ACA approved attorney on an annual basis; (Sample collection notices can be found as Appendix D)
- ▲ CBA regularly consults with an attorney regarding our collection strategy and tactics;
- ▲ CBA retains a collection attorney to address all collection activities and monitor all legal proceedings;
- ▲ CBA is committed to and follows the voluntary code of ethics set forth by the American Collectors Association;
- ▲ CBA currently images all debtor correspondence and links such documents to the account record through our Compass Document Imaging system.
- ▲ CBA records all telephone calls to insure the highest level of quality control.

The first level of protection CBA has regarding any compliance, whether it be with the DO NOT CALL list or the CFPB, is that the City's entire portfolio would be staffed and managed at our headquarters and custom-designed call center facility in Hayward, California. CBA does not and will not offshore any of its staffing or call center work. CBA is committed to the local Bay Area workforce and continues to grow this workforce in our own facility that has been pre-built out for quick expansion, with cubicles, a phone system and computer capacity that is live, hot and ready to use, so that if a client need arises, CBA has the capacity for expansion of an additional 75-100 employees in a matter of days.

The second level of compliance happens through our New Employee and ongoing training – CBA has a rigorous training program that all new collection representatives and support staff participate in for a 2-week classroom training course and then are partnered with a team lead to do side-by-side training for an additional week. CBA has a standardized training manual as well as policies and procedures regarding collection laws, client-specific information and customer service information that the new and experienced representatives are responsible for understanding. Before being allowed to work accounts independently, all employees are required to pass a series of tests, ensuring their complete understanding of all collection laws, rules and regulations as well as client specific philosophies and approach.

Reporting Capabilities

Online Reporting Capabilities

CBA has online reporting for our clients to access through our client portal – MyCBA. MyCBA is a secure access portal that our clients can log into and has user-level security that can be locked down to the IP address. This platform has many points of interaction for our clients, with reporting being a major component. Clients can run many different reports from MyCBA as well as reports generated by CBA can be placed in the portal for secure access.

Standard Reporting

The standard reporting set that captures the majority of key collection statistics are the History / Actuary report, the Stair Step / Aging Report and the “Actuals” statistical report. CBA's experience developing and creating custom reporting makes the possibilities unlimited and analysis the most comprehensive. For our client's reporting requirements, “standard” does not apply but rather CBA can take these base reports and extract unique figures, charts, graphs and data sets so that the City can extrapolate business intelligence that is important for validating our stated partnership goal of maximum recoveries balanced with high performing customer care service levels.

CBA can offer the majority of its reporting daily / weekly / bi-weekly / monthly or quarterly, and will create custom frequency schedules for each client as needed. Once again there is no “standard” frequency, currently we report for several clients on periods that overlap from one month to the next month, i.e. 19th of May to the 18th of June, because this frequency best fits the client's reporting and business needs.

 Aging report – This report is also known as the stair step report that presents data in a batch format and tracks the batch data as it steps out month by month. This report allows for identification of issues or trends that can affect a single batch / month. This report also provides intelligence about batch growth from month-to-month that can assist the City to anticipate future recoveries based upon average month-over-month growth rates.



Report As of: 08-31-14

STAIR STEP REPORT

YEAR-MONTH	COUNT	REFERRED	COLLECTED	RECOVERY	1MO	2MO	3MO	4MO	5MO	6MO	7MO	8MO	9MO	10MO	11MO	12MO
14-Aug	1,800	\$ 636,000.00	\$ 31,300.00	4.90%	4.90%											
14-Jul	1,700	\$ 558,600.00	\$ 105,400.00	18.90%	9.30%	18.90%										
14-Jun	2,000	\$ 676,700.00	\$ 115,600.00	18.50%	6.60%	15.10%	18.50%									
14-May	1,500	\$ 464,700.00	\$ 99,400.00	21.40%	7.80%	16.00%	19.60%	21.40%								
14-Apr	1,900	\$ 588,400.00	\$ 114,500.00	24.60%	6.20%	17.10%	21.50%	23.40%	24.60%							
14-Mar	2,300	\$ 709,700.00	\$ 198,800.00	28.00%	8.60%	19.20%	24.30%	26.10%	27.40%	28.00%						
14-Feb	3,000	\$ 922,300.00	\$ 236,400.00	25.60%	6.00%	16.30%	21.40%	23.40%	24.30%	25.10%	25.60%					
14-Jan	4,000	\$ 1,233,700.00	\$ 298,200.00	24.20%	6.90%	15.00%	19.40%	21.70%	22.80%	23.60%	23.80%	24.20%				
13-Dec	1,600	\$ 560,900.00	\$ 104,500.00	18.60%	5.40%	10.80%	13.80%	16.10%	17.00%	17.70%	18.10%	18.30%	18.60%			
13-Nov	2,600	\$ 739,300.00	\$ 145,600.00	19.70%	6.10%	11.30%	14.10%	16.40%	17.80%	18.70%	19.10%	19.20%	19.50%	19.70%		
13-Oct	1,500	\$ 462,160.00	\$ 98,000.00	21.20%	6.20%	13.70%	16.20%	18.50%	19.20%	19.80%	20.20%	20.40%	20.70%	21.20%	21.20%	
13-Sep	2,600	\$ 756,506.00	\$ 164,200.00	21.70%	5.90%	12.90%	16.40%	17.90%	19.00%	19.60%	20.10%	20.80%	21.20%	21.40%	21.50%	21.70%
12-MONTH TOTAL	27,000	\$ 8,200,000.00	\$ 1,742,500.00	21.10%	6.80%	14.30%	17.70%	19.30%	20.00%	20.50%	20.70%	20.90%	21.00%	21.10%	21.10%	21.10%

- ▲ Acknowledgement report – This report provides a detailed list of all customers assigned for collections with CBA. This information can be presented to the City electronically to automatically update the City's systems or the paper acknowledgement can be used to reconcile data assignment files sent to CBA.



COLLECTION BUREAU OF AMERICA®

6-28-02

ABC COMPANY
1234 BLOCK AVE.
SAN MATEO, CA 94403-1388

CIT641

We hereby acknowledge the following accounts which have been assigned to this office for collection.

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT	AGE	ACCOUNT #
DOE,JOHN	1234	\$72.60	60	1234567

TOTAL NUMBER OF ACCOUNTS ASSIGNED:

TOTAL DOLLAR AMOUNT ASSIGNED:

AVERAGE AGE OF ACCOUNTS:

\$72.60

Thank you for the opportunity to be of service to you. These accounts have been entered into our computer system and will receive our prompt attention. Please verify that the debtors and amounts shown above are correct. Should any errors be detected, please contact us immediately at 888-306-2045.

Very Truly Yours,

CLIENT SERVICES

COLLECTON BUREAU OF AMERICA

888-306-2045

- ▲ Reconciliation report – This report can be provided in a number of formats. CBA's bi-weekly statement can be used as a reconciliation report. This report presents all payment information details – customer demographics, paid-to-agency / paid-to-client, and amounts due client and agency, so the City can use this report to validate electronic banking deposits and apply payments to customer accounts.



COLLECTION BUREAU OF AMERICA

25954 EDEN LANDING ROAD, 1ST FLOOR, HAYWARD CA 94545-3816
TEL: 888-306-2045 • TEL: 510-781-5100 • FAX: 510-781-5101

CLIENT CONTACT
CLIENT NAME / DIVISION TITLE
PO BOX 111111111111
HAYWARD, CA 94545

PAGE NO.	1	MISC.	SHAWN DELUNA
INVOICE DATE	FROM 06-01-12 TO 06-30-12		
CLIENT NO.	TEST600		
REMIT TYPE	INVOICE#		

DATE	ACCOUNT DESCRIPTION	* STATUS	Amount PAID CBA	Amount PAID CLIENT	Amount DUE CBA	Remaining BALANCE	Amount DUE CLIENT
06-11-12	NAME A 911210	ACT		219.60	32.39	59.91	
06-11-12	02-13-12						
06-11-12	NAMD B 11210	ACT		35.93		23.98	
	02-13-12						
06-22-12	NAME C TOO LONG	PRO		122.72	18.10	451.81	
	850856						
	05-03-11						
06-15-12	NAME D 866842	PIF	95.57		14.09	35.93	95.57
	02-13-12						
06-19-12	NAME E 140837	PRO	236.82		34.93	34.93	236.82
	06-16-12						
06-19-12	NAME F 140837	PRO	34.93		5.15	0.00	34.93
	06-16-12						
* STATUS CODES:			6700.15	5700.00	2122.22		6981.8
PIF = Payment			Total Paid CBA Total Paid Client		Total Due CBA		Total Due Client
ACT = Active							
PAY = Paying							
NSF = Returned Check							

TOTAL COLLECTIONS	12400.15	PLEASE REMIT YOUR CHECK FOR		OUR CHECK ENCLOSED FOR	6981.8
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- ▲ Status report and detail – This report is also called the Client Inventory Report and can be tailored to include fields required for the City business needs.



Report Date: 01-01-2015

Client Inventory Status Report

Client Account ID	CBAID	Name1	Status	Last Pay Date	Date Assigned	Amount Assigned	Current Balance	Principal Collected	Cancel Amount
987654321	16528607	CUSTOMER,TEST	PIF		9/8/2014	\$ 100.00	\$ -	\$ 100.00	\$ -
4321	16528608	TEST COMPANY	ACT	9/8/2014	9/8/2014	\$ 11.00	\$ 11.00	\$ -	\$ -
1234	100000000	TEST PATIENT	CAN		9/9/2014	\$ 100.00	\$ -	\$ -	\$ 100.00

- ▲ Cancellation and return report – Provides a validation and reconciliation of all accounts that have been removed from the collection process.



SAMPLE CLIENT
P.O. BOX 478
ANYCITY, CA 94064

The following patients assigned by you to this agency have been removed from active collection processes. Please notify us immediately if the action was taken in error. Thank you for the opportunity to be of service to you.

ACCOUNT NAME	DEBTOR ADDRESS	ASSIGNED	PRINCIPAL	CAN. AMT.	ACCOUNT NUMBER
SMITH, LILIAN	111 3RD AV	02 Jan 07	\$96.74	\$96.74	B42826

ACCOUNT CANCELLED BY CLIENT REQUEST.

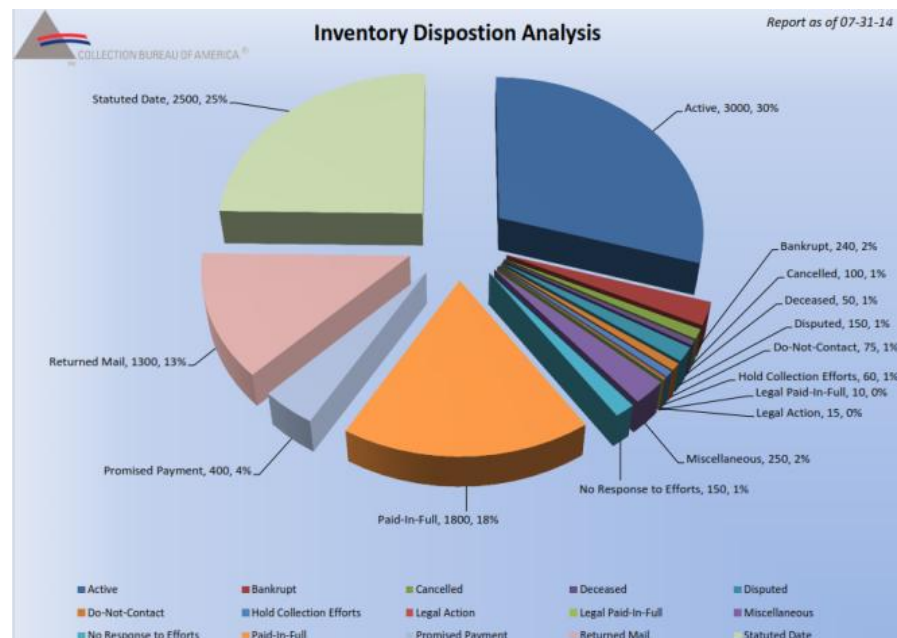
TOTAL NUMBER OF ACCOUNTS: 1
TOTAL DOLLAR AMOUNT CANCELLED: \$96.74

Sincerely,

CBA COLLECTION BUREAU OF AMERICA

888-306-2045

- ▲ Bad debt demographics – Demographics can be reported in summary format as displayed below or data can be returned in a City-friendly format so that it can be incorporated or updated into the City's system.



- Key metrics for inbound / outbound calling activity – All inbound and outbound calling statics are captured so that they can be utilize for workforce management and quality control/assurance as well as provide MGLW with trends regarding their customer accounts. The report below analyzed over a million and a half telephone contact attempts to derive ratios and trends of right party contact (RPC), total call attempts (TCA) in comparison to total accounts with phone and average number of days between calls to better understand your portfolio and assist in making adjustments to business rules.

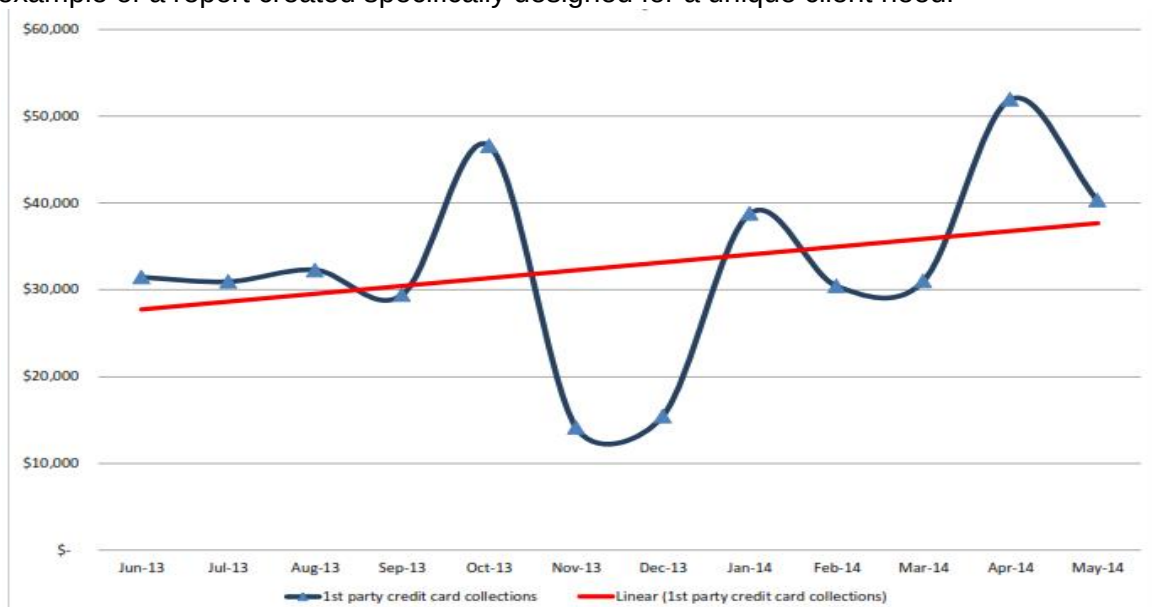


Right Party Contact Summary Reporting

	Count	Number of Attempts (Contact)	Number of Pays (Contact)	Number of Right Party Contacts	Total count Right Party Contact (RPC)	Pays per RPC	RPC based upon Account Count	Attempts (Contact) per Account	
Total	144,000	540,000	2,800	18,000	20,800	16%	14%	4	

	Average Number of Calls per accounts based on TCA / Count	Average Number of Calls per accounts WITH Phone	Average Number of calls every X Days	Number of total call attempts (TCA) (Includes all call results)	Total number of Accounts WITH a Phone	Percentage of Accounts WITH Phone	Total Number of Accounts WITHOUT a phone	Total Number by Count of Phone numbers per Account	Average Number of Phone numbers per Account
Total	11	21	4	1,650,000	78,000	54%	66,000	114,000	0.79

- Custom reporting – CBA can provide a wide-range of custom reporting. CBA can present several formats / report templates or we can work within the City reporting formats or requirements to deliver consistent information presentation. Below is an example of a report created specifically designed for a unique client need.



References

All recovery rates provided below are to be treated as confidential. Average recovery can be significantly impacted by the City's internal process and timeline for moving accounts through their system and out to a third party for collection.

Reference 1 – East Bay Municipal Utility District

- ▲ Julie Sullivan, Customer Services Supervisor, 510-287-2172
- ▲ 1100 21st Street, Oakland CA 94607; 8am – 5pm M-F PST
- ▲ CBA collects on delinquent consumer water and sewer bills
- ▲ Average recovery rates – 24% - 26%

Reference 2 – Pacific Gas & Electric

- ▲ Hewan Michael, PG&E Analyst, 925-415-6888
- ▲ 3136 Boeing Way, Stockton CA 95206; 8am – 5pm M-F PST
- ▲ CBA collects on delinquent consumer gas and electric bills;
- ▲ Average recovery rates – 10% - 12%

Reference 3 – City of San Jose, California

- ▲ Alex Rojas, Revenue Manager, 408-535-3507
- ▲ 200 East Santa Clara St, Floor #13, San Jose, CA 95113; 8am – 5pm M-F PST
- ▲ CBA collects on Water, Garbage, Sewer, Business Tax and Admin Fees for both commercial and consumer customers.
- ▲ Average recovery rates – 12% - 30% depending on the type of account

Reference 4 – San Jose Water Company

- ▲ Tricia Zacharisen, IT Manager, Customer Systems, 408-279-7921
- ▲ 110 W Taylor Street, San Jose, CA 95110; 8am – 5pm M-F PST
- ▲ CBA collects delinquent water bills for both consumer and commercial customers.
- ▲ Average recovery rates – 25% - 31%

Reference 5 – Charter Communications

- ▲ Bruce Godley, Credit & Collection Manager, (314) 543-5617
- ▲ 941 Charter Commons Dr, Chesterfield, MO 63017; 8am – 5pm M-F CST
- ▲ CBA collects on delinquent telephone, cable and internet accounts for both consumer and commercial customers.
- ▲ Average recovery rates – 12.5% - 13% (accounts are only with agency for six months)

City of Fayetteville
RFP 17-06, Collections Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Collection Bureau of America, Ltd

NUMBER OF YEARS IN BUSINESS: 58 HOW LONG IN PRESENT LOCATION: 16 years

TOTAL NUMBER OF CURRENT EMPLOYEES: 55 FULL TIME 5 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 4 FULL TIME 4 PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. East Bay Municipal Utility District

COMPANY NAME

Oakland CA 94607

CITY, STATE, ZIP

Julie Sullivan

CONTACT PERSON

510-287-2172

TELEPHONE

510-465-3470

FAX NUMBER

jmsulliv@ebmud.com

E-MAIL ADDRESS

2. City of San Jose

COMPANY NAME

San Jose CA 95113

CITY, STATE, ZIP

Alex Rojas

CONTACT PERSON

408-535-3507

TELEPHONE

408-292-6488

FAX NUMBER

alex.rojas@sanjoseca.gov

E-MAIL ADDRESS

3. Pacific Gas & Electric

COMPANY NAME

Stockton CA 95206

CITY, STATE, ZIP

Hewan Michael

CONTACT PERSON

925-415-6888

TELEPHONE

none available

FAX NUMBER

HxM9@pge.com

E-MAIL ADDRESS

4. San Jose Water Company

COMPANY NAME

San Jose CA 95110

CITY, STATE, ZIP

Tricia Zacharisen

CONTACT PERSON

408-279-7921

TELEPHONE

408-279-7917

FAX NUMBER

tricia.zacharisen@sjwater.com

E-MAIL ADDRESS

Pricing

7-day grace period

Accounts which are paid to the City within seven (7) days of the account being placed with CBA and are reported to CBA as such would incur no commission charges from CBA.

All accounts with payments, either to the agency or to CBA, after the seven day grace period, would be charged at the rates below.

Commission Rate	Age of Account *
30%	8 – 90 days
27.5%	91 – 180 days
25%	181 – 365 days

*Age of Account is based on the date of placement with agency.

Resumes

Shawn DeLuna	
1. Position Title	President & CEO
2. Years with Company	29 years – all with CBA in the collection industry
3. Recent Assignments	President and key decision maker for all clients.
4. Relevant Experience	Started working in the collections business in high school working for his father. He has worked in all positions within the company and learned all aspects of collections.
5. Roles and Responsibilities in Connection with Proposal	He oversees all aspects of collections in his role as President.
Jeff Lowenstein	
1. Position Title	Senior Vice President
2. Years with Company	26 years – all with CBA in the collection industry
3. Recent Assignments	Working with clients on technology, programs and portfolio management
4. Relevant Experience	Over 25 years in the collection industry working with utilities and municipalities
5. Roles and Responsibilities in Connection with Proposal	Project management, client relations and client onboarding
Marian Malmstrom	
1. Position Title	Senior Vice President
2. Years with Company	25 years – all with CBA in the collection industry
3. Recent Assignments	Developing all new clients' setup methods, such as VPN access, file layout, ACH and EDI remit process. Liaison between new clients and our programmer
4. Relevant Experience	Over 10 years of experience with new client set up such as file layout and file transfer methods. Experienced with client remit process of manual remit, ACH or wire transfers.
5. Roles and Responsibilities in Connection with Proposal	Currently in charge of the setup of new clients, liaison with programmers. Responsible for all client interaction such as payments, cancellations, new assignments or any other client needs.
Stephanie Mendoza	
1. Position Title	Compliance and Training Manager
2. Years with Company	10 years – all with CBA in the collection industry
3. Recent Assignments	Oversees all collector training and compliance assurance
4. Relevant Experience	Over 10 years of experience in mid-sized collection agencies. Has ACA certifications. Has worked closely with municipalities and utility districts to achieve higher recovery rates that what was being achieved from other contracts.
5. Roles and Responsibilities in Connection with Proposal	Compliance, training and oversight/management review.
Elizabeth Journeaux	
1. Position Title	Collection Manager

2. Years with Company	7 years
3. Recent Assignments	Managing a team of collectors and working commercial accounts
4. Relevant Experience	■ 30 years experience in collections, well versed with Business collections. ■ Proficient in all aspect of collecting on all accounts both consumer and business debts of any balance size. ■ Managed and prioritized collection accounts for a daily workload of 350 accounts. ■ Mediated balance discrepancies between creditor and consumer. ■ Prepared legal accounts for suit prior to being sent to an attorney.
5. Roles and Responsibilities in Connection with Proposal	Management of collection representatives and focus on commercial / business accounts
Angela Brumfield	
1. Position Title	Collection Manager
2. Years with Company	12 years
3. Recent Assignments	Managing / mentoring a team of collectors
4. Relevant Experience	■ Top collector for the last five years ■ Maintained monthly collection quota of over eighty thousand dollars in collection per month. ■ Maintaining and providing top collections results for our company's largest clients. ■ Managed and prioritized collection accounts for a daily workload of 350 accounts. ■ Mediated balance discrepancies between creditor and consumer.
5. Roles and Responsibilities in Connection with Proposal	Management of collection representatives and focus on residential accounts
Gladys Guevara	
1. Position Title	Collection Manager / Trainer
2. Years with Company	9 years
3. Recent Assignments	Responsible for training and guided development of new departmental staff also preparing the staff for annual FDCPA, HIPPA, and FCRA regulations test
4. Relevant Experience	■ Proficient in all aspect of collecting on small, medium to large balance ■ Maintain monthly collection quota of over sixty thousand dollars in collection per month. ■ Managed and prioritized collection accounts for a daily workload of 350 accounts. Mediated balance discrepancies between creditor and consumer.
5. Roles and Responsibilities in Connection with Proposal	Training and management of all bi-lingual collection representatives.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	Shawn DeLuna	3/10/2017

4. PRICING:

Pricing shall be attached as a separate form. Reference RFP for details on what all pricing shall include.

5. DEBARMENT CERTIFICATION:

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

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

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

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

NAME OF COMPANY: Collection Bureau of America, Ltd

PHYSICAL ADDRESS: 25954 Eden Landing Road, Hayward, CA 94545

MAILING ADDRESS: 25954 Eden Landing Road, Hayward, CA 94545

PRINTED NAME: Shawn DeLuna

PHONE: 510-781-5128 FAX: 510-781-5129

E-MAIL: shawn@collectionbureauofamerica.com

SIGNATURE: _____

TITLE: President / CEO DATE: 3/14/2017

DUNS#: 08-244-3870 TAX ID: 94-1478327

Appendices

Appendix C – Arkansas License



SUPPLIER CLEARINGHOUSE CERTIFICATE OF ELIGIBILITY

CERTIFICATE EXPIRATION DATE: 01-12-2018

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Collection Bureau Of America Ltd.
of Hayward, California as a MBE***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above named firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at 800-359-7998 in Los Angeles.

VON: 94BN0027

Determination Date: 12-31-2014

Appendix C – Small Business Certifications

California Certification Report

1615820 - COLLECTION BUREAU OF AMERICA - SB

Legal Business Name	COLLECTION BUREAU OF AMERICA		
Doing Business As	COLLECTION BUREAU OF AMERICA		
Address	25954 EDEN LANDING RD HAYWARD, CA 94545	Phone	(510) 781-5138
		FAX	(510) 781-5101
Email	jeff@collectionbureauofamerica.com		
Web Page	http://www.collectionbureauofamerica.com		
Active Certifications	SB May 8, 2015 - May 31, 2017		
Business Types	Service;		
Classifications	[841017] Debt management		
Keywords	collection agency debt charge off outstanding accounts receivable aged AR credit		

Small, Local & Emerging Business Program



[Home](#)
[Vendor Corner](#)
[Find A Vendor](#)
[About Us](#)
[Office of Contract Compliance](#)
[Contact Us](#)
[Documents](#)
[Links & Resources](#)

County Procurement Policy requires County departments to solicit quotes first from certified EMERGING Businesses and if there are none, from certified SMALL Businesses and if there are none, from LOCAL Businesses.

PLEASE NOTE:

ALL BUSINESSES IN THE SLEB VENDOR QUERY SYSTEM DATABASE ARE LOCAL (i.e. LOCATED WITHIN ALAMEDA COUNTY) BUT ARE NOT NECESSARILY CERTIFIED.

- Certified businesses are identified as either Certified EMERGING Business or Certified SMALL Business in the Certification Type column of the database table (below).
- Certified SMALL and EMERGING businesses are also identified by a Certification number in the Certification Status column of the database.
- The Certification Type column identifies businesses that are NOT certified as Non-Certified LOCAL Business.
- All businesses in the database other than those identified as SMALL or EMERGING are LOCAL and not certified.

For assistance in navigating the database please see the [SLEB Internet Database Guide*](#) or
* Contact the Auditor-Controller's SLEB Certification Unit at (510) 891-5500 or via [E-mail](#).

Find A Vendor > SLEB Vendor Query - Search Results

Vendor Name Includes "Collection Bureau of America" Sorted By Vendor Name

Business/Contact Name	Address	Certification Type	Certification Status	NAICS
Collection Bureau of America Ltd. Shawn DeLuna (510) 781-5138	25954 Eden Landing Road HAYWARD 94545-	Certified SMALL	Cert Number: 12-00069 Exp. Date: 10/31/2017	561440

Appendix D – Sample Collection Notices

Validation Notice

 COLLECTION BUREAU OF AMERICA®	
October 26, 2016	
25954 EDEN LANDING ROAD, HAYWARD, CA 94545-3816 Hours of Operation M - F 6:00 am - 6:00 pm PST 888-558-5192	
Original Creditor:<V10> Original Creditor No:<V09> CBA ID Number:<ACC> Last Payment Date:<V13> Service Address: <V31> <V46> Location or Number <V27> <V30> for Equipment Return:	PRINCIPAL: \$0.00 INTEREST: \$0.00 FEES: \$0.00 TOTAL AMOUNT DUE: \$0.00
As of the date of this letter, you owe \$0.00. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection.	
Your account has been assigned to Collection Bureau of America for collection. All future communication regarding this obligation should be directed to this office. Our records indicate that you may be contacted at the following phone number(s): <V47>, <V48>. If the number(s) are incorrect, or you would prefer that we do not call you at the number(s), please contact us at 888-558-5192 or via email to info@collectionbureauofamerica.com. In addition, if you have another phone number or address that you would prefer we contact you at, please contact us at 888-558-5192 or provide the new information via email to info@collectionbureauofamerica.com. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. But we will not submit a negative credit report to a credit reporting agency about this credit obligation until the expiration of the time period described above. This is an attempt to collect a debt. Any information obtained will be used for this purpose. NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION Payment phone line 888-454-0313 Sincerely, <V22> Debt Collector Collection Bureau of America <V23> 	
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT	
Questions? Toll Free 888-558-5192 To pay online, go to paycba.com	
DEPT 251 4567890123456 PO BOX 4115 CONCORD CA 94524  ADDRESS SERVICE REQUESTED #BWNFTZF #1234567890123456#  <DNA> <V06> <LT_Addr1> <LT_Addr2> <LT_City> <LT_St> <LT_Zip>	REMIT TO: COLLECTION BUREAU OF AMERICA PO BOX 5013 HAYWARD, CA 94540-5013



Itemized Notice

October 26, 2016	 COLLECTION BUREAU OF AMERICA® 25954 EDEN LANDING ROAD, HAYWARD, CA 94545-3816 Hours of Operation M - F 6:00 am - 6:00 pm PST 888-558-5192																				
Client: <V10> CBA ID #: <ACC> Client Reference#: <V09>	Principal: \$0.00 Interest: \$<V15> Equipment Charge: \$0.00 Current Balance Due: \$<V21>																				
PURSUANT TO YOUR REQUEST, PLEASE REVIEW THE ITEMIZATION LISTED BELOW OF THE INFORMATION WE HAVE ON FILE. PLEASE REMIT THE BALANCE IN FULL, OR CONTACT OUR OFFICE AT: <V23>. <V22> - DEBT COLLECTOR Collection Bureau of America DATE LAST CHARGE: <V12> DATE OF LATE PAYMENT: <V13> SERVICE ADDRESS: <V50> SERVICE CSZ: <V51> SERVICE NAME: <V52> INSTALL DATE: <V53> DISCONNECT DATE: <V54> This communication is being sent to you by a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose. NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION																					
																					
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT DEPT 251 4567890123456 PO BOX 4115 CONCORD CA 94524  ADDRESS SERVICE REQUESTED #BWNFTZF #1234567890123456#  <DNA> <V06> <LT_Addr1> <LT_Addr2> <LT_City> <LT_State> <LT_Zip>  Questions? Toll Free 888-558-5192 To pay online, go to paycba.com <table border="1" style="width: 100%;"><tr><th colspan="2">PAY BY CREDIT CARD</th></tr><tr><td>☐ </td><td>☐ </td><td>☐ </td></tr><tr><td colspan="3">CARD NUMBER:</td></tr><tr><td>EXPIRATION DATE:</td><td colspan="2">CID #:</td></tr><tr><td colspan="3">NAME ON CARD:</td></tr><tr><td>BALANCE DUE: \$<V21></td><td colspan="2">PAYMENT AMOUNT:</td></tr><tr><td colspan="3">SIGNATURE:</td></tr></table> REMIT TO: COLLECTION BUREAU OF AMERICA PO BOX 5013 HAYWARD, CA 94540-5013		PAY BY CREDIT CARD		☐ 	☐ 	☐ 	CARD NUMBER:			EXPIRATION DATE:	CID #:		NAME ON CARD:			BALANCE DUE: \$<V21>	PAYMENT AMOUNT:		SIGNATURE:		
PAY BY CREDIT CARD																					
☐ 	☐ 	☐ 																			
CARD NUMBER:																					
EXPIRATION DATE:	CID #:																				
NAME ON CARD:																					
BALANCE DUE: \$<V21>	PAYMENT AMOUNT:																				
SIGNATURE:																					
*<ACC>*IZSUM*																					

Demand for Payment Notice

October 26, 2016 Creditor: <V10> Creditor No: <V09> ID Number: <ACC>	 COLLECTION BUREAU OF AMERICA® 25954 EDEN LANDING ROAD, HAYWARD, CA 94545-3816 Hours of Operation M - F 6:00 am - 6:00 pm PST 888-558-5192	Principal: \$0.00 Interest: \$<V15> Equipment Charge: \$0.00 Total: \$<V21> <V32> <V33> <V34> <V35> <V36> <V37>
--	---	---

***** ACCOUNT VERIFICATION *****

Our records indicate that as of the date above your account is not paid.

If there is any question regarding the balance shown above, please take this opportunity to notify COLLECTION BUREAU OF AMERICA directly and arrange for payment.

Our phone number is 510-781-5100 OR 888-454-3951.

It is important that arrangements for settlement be made at once.

Take one of the following options to take care of this account:

(1) Paying by check or credit card over the telephone 888-454-0313 (24-hour touch-tone service).

(2) Call to make payment arrangements with this office at <V23>.

This is an attempt to collect a debt. Any information obtained will be used for this purpose.
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Sincerely,
<V22>
Collection Bureau of America
<V23>



PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

DEPT 251 4567890123456
PO BOX 4115
CONCORD CA 94524



ADDRESS SERVICE REQUESTED:
#BWNFTZF #1234567890123456#

<DNA>
<V06>
<LT_Addr1>
<LT_Addr2>
<LT_City> <LT_St> <LT_Zip>



PAY BY CREDIT CARD

☐  ☐  ☐ 

CARD NUMBER: _____

EXPIRATION DATE: _____ CID #: _____

NAME ON CARD: _____

BALANCE DUE: \$<V21> PAYMENT AMOUNT: _____

SIGNATURE: _____

REMIT TO:

COLLECTION BUREAU OF AMERICA
PO BOX 5013
HAYWARD, CA 94540-5013

*<ACC>*52M*

Payment Plan Notice

	
COLLECTION BUREAU OF AMERICA®	
25954 EDEN LANDING ROAD, HAYWARD, CA 94545-3816 Hours of Operation M - F 6:00 am - 6:00 pm PST 888-558-5192	
October 26, 2016	
Creditor: <V10>	Principal: \$0.00
Creditor No: <V09>	Interest: \$<V15>
ID Number: <ACC>	Total: \$<V21>
	<V32>
	<V33>
	<V34>
	<V35>
	<V36>
	<V37>

***** INSTALLMENT CONFIRMATION *****

This notice is to confirm your promise to make payments according to the terms below.

If you have difficulty meeting this schedule, please contact our office immediately. Prompt payment is required

(1) Paying by check or credit card over the telephone 888-454-0313 (24-hour touch-tone service).

(2) Call to make payment arrangements with this office at <V23>.

TERMS OF INSTALLMENT AGREEMENT

Payment Amount: \$<V27>	Make Payments to:
Payment Frequency: <V28>	Collection Bureau of America
1st Payment Due: <V29>	25954 Eden Landing Road - First Floor
Number of Payments: <V30>	Hayward, CA 94545
Installment Balance: \$<V21>	
Confirmation Date: <V08>	
Agreement Date: <V08>	

This is an attempt to collect a debt. Any information obtained will be used for this purpose.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Sincerely,
<V22>
Collection Bureau of America
<V23>



PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

DEPT 251 4567890123456
PO BOX 4115
CONCORD CA 94524



ADDRESS SERVICE REQUESTED

#BWNFTZF #1234567890123456#



<DNA>

<V06>

<LT_Addr1>

<LT_Addr2>

<LT_City> <LT_St> <LT_Zip>

Questions? Toll Free 888-558-5192
To pay online, go to paycba.com

PAY BY CREDIT CARD

☐ 	☐ 	☐ 
CARD NUMBER:		
EXPIRATION DATE:	CID #:	
NAME ON CARD:		
BALANCE DUE: \$<V21>	PAYMENT AMOUNT:	
SIGNATURE:		

REMIT TO:

COLLECTION BUREAU OF AMERICA
PO BOX 5013
HAYWARD, CA 94540-5013



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0613

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 11

ARKANSAS ROOFING KOMPANY CONWAY, INC. CHANGE ORDER 2:

A RESOLUTION TO APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH ARKANSAS ROOFING KOMPANY CONWAY, INC. IN THE AMOUNT OF \$55,000.00 BY EXPANDING THE PROJECT SCOPE TO INCLUDE REHABILITATION OF THE SOUTH DELTA AVIATION HANGAR ROOF AND INSTALLATION OF GUTTERS ON THE WINGS AVIONICS HANGAR

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 Change Order No. 2 to the Contract with Arkansas Roofing Kompany Conway, Inc. in the amount of \$55,000.00 by expanding the project scope to include rehabilitation of the South Delta Aviation hangar roof and installation of gutters on the Wings Avionics hangar.

City of Fayetteville Staff Review Form

2017-0613

Legistar File ID

11/7/2017

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

Summer Fallen

10/20/2017

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval for the Aviation Division to execute Change Order 2 with Arkansas Roofing Kompany Conway, Inc. totaling \$55,000.00. This change order will adjust the project scope to include a hangar that was originally bid, but removed from the project for funding purposes. The Change Order also includes the installation of gutters for Wings Avionics, a hangar that received a roof rehabilitation as part of the project.

Budget Impact:

5550.760.3960.5804.00

Airport

Account Number

Fund

13025

Airport Roof Replacements

Project Number

Project Title

Budgeted Item? No

Current Budget \$ 668,612.00

Funds Obligated \$ 404,578.00

Current Balance \$ 264,034.00

Does item have a cost? Yes

Item Cost \$ 55,000.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 209,034.00

V20140710

Previous Ordinance or Resolution # 56-17

Original Contract Number:

Approval Date:

Comments: Please refer to Legistar Item 2017-0421



MEETING OF NOVEMBER 7, 2017

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Summer Fallen, Airport Services Manager

DATE: October 20, 2017

SUBJECT: Hangar Change Order with Arkansas Roofing Kompany Conway, Inc.

Recommendation

Staff requests approval for the Aviation Division to execute Change Order 2 with Arkansas Roofing Kompany Conway, Inc. totaling \$55,000.00. This change order will adjust the project scope to include a hangar that was originally bid, but removed from the project for funding purposes. The Change Order also includes the installation of gutters for Wings Avionics, a hangar that received a roof rehabilitation as part of the project.

Background

Last year, the Aviation Division commissioned a review of all roofs for city-owned buildings on the airfield. This review began after years of trying to maintain our 30+ year-old hangar roofs. Recently, our maintenance staff has been unable to stop leaks, as the source of the leaks has become more widespread across the roofs. These leaks are an inconvenience to our tenants, some of whom perform maintenance in their hangars. They are also a safety / slip hazard, and we have already had one claim against the City when a tenant slipped on a puddle in their hangar. Five building roofs will undergo rehabilitation as part of a project associated with an insurance claim.

Discussion

The Aviation Division approached the Arkansas Department of Aeronautics to inquire about a grant that would fund the rehabilitation of hangar roofs. As a result of this inquiry, a bid package was developed for the rehabilitation of three corporate hangars on the airfield. The sealed bid process for this project was completed and a total of four bids were received at the bid opening on February 14, 2017. Superior General Contractors, Inc. submitted the low bid on the project of \$93,462.00, but withdrew their bid on February 22. Arkansas Roofing Company was the second low bidder with a bid of \$109,841.00. The Engineer's Estimate for the construction cost was \$175,000.00.

On April 27, the City approved the submittal of a 90-10 grant application for Wings Avionics and an 80-20 grant application for the A&P Facility. On May 17, the Arkansas Department of Aeronautics approved the grant applications submitted for the A&P Facility and Wings Avionics. The rehabilitation of these two hangars was completed in September 2017.

Since the South Delta Aviation did not receive grant funding, it was change ordered out of the construction contract through Change Order 01. With funding for the South Delta Aviation roof rehabilitation now secured, the proposed change order will re-insert the facility back into the construction contract. The change order will also install gutters and downspouts on Wings Avionics, one of the hangars that received the roof rehabilitation as part of the project.

Budget/Staff Impact

The change order will increase the current contract amount by \$55,000, bringing the total construction contract amount to \$114,920.00. The original project amount approved (with 10% contingency) by the City on April 27 was \$122,500.10

Attachments

Staff Review Form

Change Order 2



2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703
TEL 479.527.9100
FAX 479.527.9101
www.GarverUSA.com

Construction Contract Change Order

Project:
FYV Corporate Hangar Roof Rehabilitation
Fayetteville - Drake Field
Garver Job No. 15041213

Change Order No. 2
Date Prepared: October 13, 2017
Prepared by: Adam White, PE
Contractor:
Arkansas Roofing Kompany
1910 Walkers Trail
Conway, AR 72032

Owner:
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Description of Work Included in Contract
Rehabilitation of corporate hangar roofs at Fayetteville - Drake Field Airport

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

- A. Addition of rehabilitation of South Delta Aviation roof that was originally removed from the project for budgeting purposes.
- B. Addition of gutter replacement at Wings Avionics to improve roof drainage.

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Current Contract Quantity	Contract Unit Price	Revised Contract Quantity	Revised Unit Price	Original Contract Cost	Revised Contract Cost
A.	070100-1	South Delta Aviation Hangar Roof Rehabilitation	LS	0	\$49,921.00	1	\$49,921.00	\$0.00	\$49,921.00
B.	CO-02-01	Wings Avionics Hangar Gutters	LS	0	\$0.00	1	\$5,079.00	\$0.00	\$5,079.00
Summation of Cost								\$0.00	\$55,000.00
Net Cost for this Change Order									\$55,000.00

Estimated Project Cost

Estimated Project Cost

Original Contract Amount	\$109,841.00
Previously Approved Changes	(\$49,921.00)
This Change Order	\$55,000.00
New Contract Amount	\$114,920.00

Time Change

Contract Start Date	August 18, 2017
Original Contract Time (calendar days)	120
Previously Approved Changes (calendar days)	0
Additional Contract Time This Change Order (calendar days)	
Suspended Time (calendar days)	
New Construction Completion Date	December 16, 2017

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS

INDICATED ABOVE

Engineer: Garver


Engineer's Signature

Project Engineer
Title

October 24, 2017
Date

ACCEPTED BY
CONTRACTOR


Contractor's Signature

Manager
Title

10/24/2017
Date

APPROVED BY
OWNER

Owner's Signature

Title

Date



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

Resolution: 56-17

File Number: 2017-0125

BID NO. 17-25 ARKANSAS ROOFING KOMPANY CONWAY, INC.:

A RESOLUTION TO AWARD BID NO. 17-25 AND APPROVE A CONSTRUCTION CONTRACT WITH ARKANSAS ROOFING KOMPANY CONWAY, INC. FOR THE CORPORATE HANGAR ROOF REHABILITATION PROJECT AT DRAKE FIELD IN THE AMOUNT OF \$109,841.00 WITH A PROJECT CONTINGENCY IN THE AMOUNT OF \$12,659.10, CONTINGENT UPON RECEIPT OF A 90-10 GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS

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. 17-25 and approves a construction contract with Arkansas Roofing Kompany Conway, Inc. for the Corporate Hangar Roof Rehabilitation Project at Drake Field in the amount of \$109,841.00, and further approves a project contingency in the amount of \$12,659.10, contingent upon receipt of a 90-10 grant from the Arkansas Department of Aeronautics.

PASSED and APPROVED on 3/7/2017

Approved:


Lioneld Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk Treasurer



City of Fayetteville Staff Review Form

2017-0421

Legistar File ID

N/A

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

7/28/2017

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval for the Change Order No. 1 with Arkansas Roofing Kompany, Inc. to reduce the contract amount \$49,921.00 by adjusting the project scope from three hangars to two hangars which received grant funding from the Arkansas Department of Aeronautics.

Budget Impact:

5550.760.3960.5400.00		Airport	
Account Number		Fund	
13025.1		Airport Roof Replacements	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	\$ (49,921.00)
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ 49,921.00

V20140710

Previous Ordinance or Resolution # 56-17

Original Contract Number:

Approval Date:

8-3-17

Comments:



2049 E. Joyce Blvd
Suite 400
Fayetteville, AR 72703
TEL 479.527.9100
FAX 479.527.9101
www.GarverUSA.com

Construction Contract Change Order

Project: FYV Corporate Hangar Roof Rehabilitation Fayetteville - Drake Field Garver Job No. 15041213					Change Order No. 1					
Owner: City of Fayetteville 113 West Mountain Street Fayetteville, AR 72701					Date Prepared: 6/1/2017 Prepared by: Ben Perea, Garver					
Contractor: Arkansas Roofing Kompany 1910 Walkers Trail Conway, AR 72032										
Description of Work Included in Contract Rehabilitation of corporate hangar roofs at Fayetteville - Drake Field Airport										
Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.) A. Adjustment of project scope to match approved grant funds										
Attachments:										
Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost	
A.	070100-1	South Delta Aviation Hangar Roof Rehabilitation	LS	1	\$49,921.00	0	\$49,921.00	\$49,921.00	\$0.00	
Summation of Cost								\$49,921.00	\$0.00	
Net Cost for this Change Order								(\$49,921.00)		
Estimated Project Cost					Time Change					
Original Contract Amount					Original Contract Start Date					To Be Determined
This Change Order					Original Contract Time (calendar days)					120
New Contract Amount					Additional Calendar Days granted by this Change Order					0
					New Contract Time (calendar days)					120
					Suspended Time					0
					New Construction Completion Date					To Be Determined
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS										
ISSUED FOR REASONS INDICATED ABOVE										
Engineer: Garver					Project Manager			July 19, 2017		
Engineer's Signature					Title			Date		
ACCEPTED BY CONTRACTOR					owner			6/2/17		
Contractor's Signature					Title			Date		
APPROVED BY OWNER					Mayor			8-3-17		
Owner's Signature					Title			Date		



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0596

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 12

GRANICUS, INC.:

A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO THE CONTRACT WITH GRANICUS, INC. IN THE AMOUNT OF \$1,140.00 FOR THE PURCHASE OF A VIRTUAL PERFORMANCE ACCELERATOR, AND TO APPROVE AN ANNUAL 10% PROJECT CONTINGENCY FOR THE PURCHASE OF SOFTWARE, MAINTENANCE, AND LICENSES FOR THE GRANICUS SYSTEM

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the First Amendment to the contract with Granicus, Inc., a copy of which is attached to this Resolution, in the amount of \$1,140.00 for the purchase of a virtual performance accelerator, and further approves an annual 10% project contingency for the purchase of software, maintenance, and licenses for the Granicus system.

City of Fayetteville Staff Review Form

2017-0596

Legistar File ID

10/7/2017

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

Keith Macedo

10/19/2017

Information Technology /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approving the attached amendment to the service agreement with Granicus Inc, to add a virtual video performance accelerator to improve streaming video service, for a onetime fee of \$1140.00, and approve a 10% annual contingency to purchase additional software, software maintenance, or services as needed.

Budget Impact:

4470.060.8900-5210.00

Sales Tax Capital

Account Number

Fund

02061.1

Television Center Equipment

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 65,034.00

Funds Obligated \$ 25,554.87

Current Balance \$ 39,479.13

Does item have a cost? Yes

Item Cost \$ 1,140.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 38,339.13

V20140710

Previous Ordinance or Resolution # 5955

Original Contract Number:

Approval Date:

Comments:



TO: Mayor Lioneld Jordan and City Council

THRU: Don Marr, Chief of Staff

FROM: Keith Macedo, Director of Information Technology

DATE: October 19, 2017

SUBJECT: Request approval of an amendment to the service agreement with Granicus Inc, to add a virtual video performance accelerator to improve streaming video service, and approve a 10% annual contingency

RECOMMENDATION:

Staff recommends approving the attached amendment to the service agreement with Granicus Inc, to add a virtual video performance accelerator to improve streaming video service, for a onetime fee of \$1140.00, and approve a 10% annual contingency to purchase additional software, software maintenance, or services as needed.

BACKGROUND:

City Council approved a service agreement with Granicus Inc. on March 7, 2017, ordinance 5955, to provide legislative software, voting system, and video streaming services. These services allow staff to manage our City Council agendas, City Council voting system, and stream live and recorded videos of our City board and commission meetings. Recently we have experienced performance issues related to our video streaming and Granicus recommended implementing their virtual video performance accelerator to resolve the issues. Staff will work with Granicus staff to install the new virtual video performance accelerator on an existing City of Fayetteville server.

DISCUSSION:

The resolution approved on March 7, 2017 included an annual escalation of 3% but did not allow the City to purchase additional software or services. Staff is requesting approval of the new video performance accelerator and a 10% annual contingency to purchase future software, software maintenance, or services to support our Granicus.

BUDGET/STAFF IMPACT:

The attached amendment adds the virtual performance accelerator to our existing service agreement for a onetime cost of \$1140.00. The new performance accelerator does not increase our annual maintenance cost. Staff recommends approving the Granicus Inc. amendment in the amount of \$1140.00. Funding is available from the Media Services Television Center Equipment project, 02061.61.

Attachments: Staff Review Form, Staff Review Memo, Granicus Quote, Granicus Inc. amendment, Ordinance 5955



Quote Number: Q-13572
Quote Prepared On: 10/5/2017
Quote Valid Through: 11/15/2017
Payment Terms: Net 30

Granicus Contact:
Name: Nicholas Levine
Phone: +1 3035940854
Email: nicholas.levine@granicus.com

ONE-TIME FEE

Product Name	Product Description	Invoice Schedule	Quantity	One-Time Total
Virtual Performance Accelerator	Remote configuration and deployment of the Virtual Performance Accelerator on either client hardware or Granicus Encoder. Virtual Performance Accelerator is used to distribute video/indexing/documents within a local network. This distribution is utilized to eliminate the bandwidth impact local viewers would have accessing data from the Granicus Data Center.	Milestones	1.00	\$1,140.00
TOTAL :				\$1,140.00

ANNUAL SUBSCRIPTION FEE

TERMS AND CONDITIONS

- All fees are due at the beginning of the period of performance. Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of **Fayetteville, AR** to provide applicable exemption certificate(s).

**FIRST AMENDMENT TO THE GRANICUS SERVICE AGREEMENT BETWEEN GRANICUS,
INC. AND THE CITY OF FAYETTEVILLE, AR**

This First Amendment to the Granicus, Inc. Service Agreement is dated October 9, 2017, and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as "Granicus"), and the City of Fayetteville, AR (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement dated March 7, 2017 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in the quote dated October 5, 2017, which is attached as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include an additional one-time fee of one thousand one hundred and forty dollars (\$1,140.00) as detailed in Exhibit A. As amended, Client's Granicus solution shall now include additions to the Agreement as detailed in Exhibit A.
2. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the provisions of this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives,

CITY OF FAYETTEVILLE, AR

GRANICUS, INC.

By: _____

By: _____


Mark Hynes
CEO

Date: _____

Date: 10.10.17



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

Ordinance: 5955

File Number: 2017-0110

GRANICUS, INCORPORATED:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A ONE-YEAR CONTRACT WITH GRANICUS, INCORPORATED IN THE AMOUNT OF \$42,765.06 FOR 2017 WITH FOUR POSSIBLE ANNUAL RENEWALS WITH A 3% COST INCREASE EACH YEAR

WHEREAS, the City of Fayetteville has utilized Granicus, Inc. since 2012 to provide software to put together the City Council Agendas, provide video streaming and playback services for these City Council meetings, and provide voting management services for City Council meetings; and

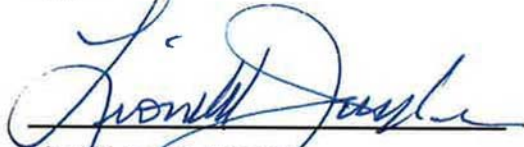
WHEREAS, because significant expenditures of the city staff time, effort and expense have been required to master the Granicus software and systems, it is not feasible nor economical to change suppliers for these tasks at this time.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby determines that the facts shown above established that an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a contract with Granicus, Inc. in the amount of \$42,765.06 for managed legislative and voting services and video streaming services for 2017 with four possible annual renewals with a 3% cost increase each year.

PASSED and APPROVED on 3/7/2017

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: 2017-0110

Agenda Date: 3/7/2017

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 1

GRANICUS, INCORPORATED:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A ONE-YEAR CONTRACT WITH GRANICUS, INCORPORATED IN THE AMOUNT OF \$42,765.06 FOR 2017 WITH FOUR POSSIBLE ANNUAL RENEWALS WITH A 3% COST INCREASE EACH YEAR

WHEREAS, the City of Fayetteville has utilized Granicus, Inc. since 2012 to provide software to put together the City Council Agendas, provide video streaming and playback services for these City Council meetings, and provide voting management services for City Council meetings; and

WHEREAS, because significant expenditures of the city staff time, effort and expense have been required to master the Granicus software and systems, it is not feasible nor economical to change suppliers for these tasks at this time.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby determines that the facts shown above established that an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a contract with Granicus, Inc. in the amount of \$42,765.06 for managed legislative and voting services and video streaming services for 2017 with four possible annual renewals with a 3% cost increase each year.

City of Fayetteville Staff Review Form

2017-0110

Legistar File ID

3/7/17

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

Doug Bankston

2/15/17

Media Services /
Communications & Marketing Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve a contract renewal with Granicus, Inc. for managed legislative, video streaming and voting services and hardware.

Budget Impact:

1010.060.0600-5315.00

GL--Contract Services

Account Number

Fund

NA

NA

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 42,765.06

Funds Obligated \$ 42,765.06

Current Balance \$

Does item have a cost? Yes

Item Cost \$ 42,765.06

Budget Adjustment Attached? NA

Budget Adjustment

#

Remaining Budget \$ (42,765.06)

V20140710

Previous Ordinance or Resolution # Ord 5556

Original Contract Number:

Approval Date:

Comments:



STAFF MEMO

TO: Mayor Jordan

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

FROM: Doug Bankston, Media Services Director

DATE: February 15, 2016

SUBJECT: Approve a Contract Renewal with Granicus, Inc. for Legislative, Video Streaming and Voting Managed Services

RECOMMENDATION:

Staff recommends approving an updated contract with Granicus, Inc. to continue monthly managed legislative, video streaming and voting services.

BACKGROUND:

The original contract, signed in 2012 with renewals for a four-year term, has expired. The original contract covered the services of: Legistar and hardware and the Open Platform, Government Transparency and Meeting Efficiency Suites.

DISCUSSION:

The new contract with Granicus has renewals for a four-year term and has been updated to reflect new services and changes in hardware that the City has added during the 2012-2016 term. These services include: Basic service; Open Platform, Government Transparency and Meeting Efficiency and its associated managed hardware; Legislative Management Suite; Granicus Encoding Appliance software and high-definition 720p streaming upgrade; and the VoteCast Classic Package with hardware. These serve as the backbone of the City Clerk and City Council's agenda and meeting management, tracking, recording and archiving, as well as serve as the staff and public's interface with archived video-recorded meetings.

BUDGET/STAFF IMPACT:

Total for services for 2017 is \$42,765.06. This has been budgeted for in the 2017 budget that was approved by City Council. Contract calls for a yearly renewal for a period of four years with a three percent cost increase each year.

Attachments:

Staff Review Form, Staff Review Memo, Contract, Invoice

GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement"), dated as of February 9, 2017 (the "Effective Date"), is entered into between Granicus, Inc. ("Granicus"), a California Corporation, and The City of Fayetteville (the "Client"). Additional definitions of capitalized terms used herein are set forth in Section 12 hereof.

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to continue with Client's existing solution as described in the Current Solution document, which is attached as Exhibit A, and incorporated herein by reference, (iii) engage Granicus to integrate its Granicus Software onto the Client Website, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations, and warranties herein contained, the parties hereto agree as follows:

1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software, and Managed Services that comprise the Granicus Solution as outlined in Exhibit A. Managed Services shall mean the services provided by Granicus to Client as detailed in Exhibit A. Managed Services Fee shall mean the monthly cost of the Managed Services, as detailed in Exhibit A.

2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Proposal and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work, including Client's work with its customers/constituents. Cancellation of the Client's Managed Services will also result in the immediate termination of the Client's Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with the functionality and features as described in the Proposal for as long as the Client pays for and receives Managed Services. Client's sole and exclusive remedy

for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective Granicus Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

3. PAYMENT OF FEES

3.1 Client agrees to pay all fees, costs and other amounts as outlined in the Proposal in Exhibit A.

3.2 Fifty percent (50%) of all up-front fees for all products are due upon Granicus' receipt of an executed agreement or purchase order, as appropriate. The remaining fifty percent (50%) of up-front fees for each product are due upon delivery of the respective product.

3.3 Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined under Section 3.4 below. Client shall be invoiced for a twelve (12) month period commencing upon delivery of the configured product(s). Thereafter, Client will be billed annually in advance. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that products may be delivered and fully operational separate from the other purchased products.

3.4 For Granicus Hardware, delivery is complete once the Client receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is installed, configured, tested and deemed by Granicus to be ready for Client's use, irrespective of any training services provided to Client by Granicus. Upon Granicus Hardware and/or Software delivery, Client will have fifteen (15) days to notify Granicus of any issues or problems. If Client notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems.

3.5 Granicus, Inc. shall send all invoices to:

Name: Doug Bankston
Title: Director of Media Services
Address: 101 W. Rock St., Fayetteville, AR 72701
Email: dbankston@fayetteville-ar.gov

3.6 Upon each yearly anniversary during the term of this Agreement (including both the initial term and all renewal terms), the Granicus Managed Service Fees shall automatically increase from the previous Managed Service Fees by three (3) percent per annum.

3.7 Training Usage Policies. Granicus has established best practice training plans around success with Granicus services, and Clients are encouraged to take advantage of all purchased training up-front in order to achieve the maximum amount of success with their services. All purchased training must be completed within ninety (90) days of the date of the project kickoff call. Any purchased training not used during this ninety (90) day period will expire. If Client feels that it is necessary to obtain more training after the initial ninety (90) day period, Client may purchase additional training at that time.

3.8 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

5. TRADEMARK OWNERSHIP. Granicus and Client's Trademarks are listed in the Trademark Information exhibit attached as Exhibit D.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted pursuant to Section 5.2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each Party grants to the other a non-exclusive, non-transferable (other than as

provided in Section 5 hereof), limited license to use the other Party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other Party's Trademarks shall be subject to the prior written approval of such other Party, approval of which shall not be unreasonably withheld.

6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data), or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the total amount of Managed Services Fees paid by Client under this Agreement for the one (1) year period prior to the date the claim arose, regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)).

7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information of the other Party. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.2 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) if permitted by applicable law, notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for twenty-four (24) months after the date hereof. This Agreement shall automatically renew for up to three (3) additional terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

8.2 Rights Upon Termination. Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

(a) Client's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

(c) Client shall refer to Exhibit E for the four (4) termination/expiration options available regarding Content.

8.3 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6, 7, 8.2, 11, and 12 of the Agreement, and applicable provisions of the exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the termination or expiration options regarding Content as set forth on Exhibit E, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may terminate this Agreement and refund any prepaid fees to Client for which it has not received the services.

10. INTERLOCAL AGREEMENT.

10.1 This Agreement may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other signed writing setting forth all of the terms and conditions for such use, including the products and services and fees applicable thereto. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity.

11. MISCELLANEOUS.

11.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

11.2 Governing Law. The laws of the State of Arkansas shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles and venue for any action shall be in the Circuit Court of Washington County, Arkansas.

11.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

11.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

11.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

11.6 Closed Captioning Services. Client and Granicus may agree that a third party will provide closed captioning or transcription services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

12. DEFINITIONS. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

12.1 "Confidential Information" shall mean all proprietary or confidential information disclosed or made available by either party pursuant to this Agreement, directly or indirectly, in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection), that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, and all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material); provided, however, that Confidential Information shall not include the Content that is to be published on the Client Website.

12.2 "Content" shall mean any and all, documents, graphics, video, audio, images, sounds and other content that is streamed or otherwise transmitted or provided by, or on behalf of, the Client to Granicus.

12.3 "Client Website" shall mean the Client's existing websites.

12.4 "Granicus Application Programmatic Interface" shall mean the Granicus interface which is used to add, update, extract, or delete information in MediaManager.

12.5 "Granicus Solution" shall mean the Solution detailed in the Proposal, which may include Granicus Software, Installation and Training, Managed Services, and Hardware, as specified in Exhibit A.

12.6 "Granicus Software" shall mean all software included with the Granicus Solution as specified in the attached Proposal that may include but is not limited to: MediaManager™ (includes Uploader, Software Development Kit, and Podcasting Services), MinutesMaker™ (includes LiveManager), MobileEncoder™, VotingSystem™ (includes Public Vote Display).

12.7 "Hardware" shall mean the equipment components of the Granicus Solution, as listed in Exhibit A.

12.8 "Managed Services" shall mean the services provided by Granicus to Client for bandwidth usage associated with live and archived Internet streaming, data storage, and Granicus Solution maintenance, upgrades, parts, customer support services, and system monitoring, as detailed in the Proposal attached as Exhibit A.

12.9 "Managed Services Fee" shall mean the monthly cost of the Managed Services, as specified in Exhibit A.

12.10 "Meeting Body" shall mean a unique board, commission, agency, or council body comprised of appointed or elected officials that meet in a public capacity with the objective of performing decisions through a democratic voting process (typically following Robert's Rules of Order). Two or more Meeting Bodies may be comprised of some or all of the same members or officials but may still be considered separate and unique Meeting Bodies at Granicus' sole discretion. For example, committees, subcommittees, city councils, planning commissions, parks and recreation departments, boards of supervisors, school boards/districts, and redevelopment agencies may be considered separate and unique individual Meeting Bodies at Granicus' sole discretion.

12.11 "Proposal" shall mean the document where the Granicus Solution that is the object of this Agreement is described along with pricing and training information.

12.12 "Representatives" shall mean the officers, directors, employees, agents, attorneys, accountants, financial advisors and other representatives of a party.

12.13 "Trademarks" shall mean all trademarks, trade names and logos of Granicus and Client that are listed on Exhibit D attached hereto, and any other trademarks, trade names and logos that Granicus or Client may specify in writing to the other party from time to time.

This Agreement consists of this Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

Exhibit A: Current Solution
Exhibit B: Support Information
Exhibit C: Hardware Exhibit
Exhibit D: Trademark Information
Exhibit E: Termination or Expiration Options Regarding Content

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

GRANICUS, INC.

By: _____

Jason Fletcher

Its: Chief Operating Officer

Address: 17th Street, Suite 4000
Denver, CO 80202

FAYETTEVILLE, AR

By: _____

Lionel Jordan

Its: Mayor

Address: 113 W. Mountain Street
Fayetteville, AR 72701

Date: _____

March 09, 2017

ATTEST:

Sondra E. Smith

Sondra Smith, City Clerk-Treasurer



EXHIBIT A

CURRENT SOLUTION

The current Granicus solutions used by Fayetteville, AR include – Below are paid monthly:

- Semi-Annual
 - Monthly Managed Services: Basic
 - Monthly Managed Services: Open Platform, Government Transparency, Meeting Efficiency, Managed Hardware
 - Monthly Managed Services: Legislative Management Suite
 - Monthly Managed Service: Upgrade to SDI 720p Streaming
 - Monthly Managed Service: Granicus Encoding Appliance Software
 - Monthly Managed Service: VoteCast Classic Package with Hardware
 - 10% promotion **expires 3/31/17**

CLIENT pays the following monthly managed service fee:

January-March 2017: \$3479.38 = \$10,438.14 Quarterly)

April-December 2017: \$3591.88 = \$10,775.64 Quarterly)

[The remainder of this page is left blank intentionally.]

EXHIBIT B

SUPPORT INFORMATION

1. **Contact Information.** The support staff at Granicus may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) **Mailing Address.** Mail may be sent to the support staff at Granicus headquarters, located at 707 17th Street, Suite 4000, Denver, CO 80202.

(b) **Telephone Numbers.** Office staff may be reached from 6:00 AM to 6:00 PM Mountain time at (720) 240-9586 or toll-free at (877) 889-5495. The technical support staff may be reached at (877) 899-5495 ext. 1.

(c) **Internet and E-mail Contact Information.** The website for Granicus is <http://www.granicus.com>. E-mail may be sent to the support staff at customercare@granicus.com.

2. **Support Policy.** When Granicus receives notification of an issue from Client, Granicus, Inc. customer advocate or technical support engineer will respond with notice that they will be actively working to resolve the issue. Granicus, Inc. will make a good faith effort to give an assessment of the issue and an estimated time for resolution. Notification shall be the documented time that the Client either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

3. **Scheduled Maintenance.** Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least three (3) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

4. **Software Enhancements or Modifications.** The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications ("Modifications") into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Agreement, Granicus and Client will use commercially reasonable efforts to enter into a written scope of work ("SOW") setting forth the Modifications to be done, the timeline to perform the work and the fees and costs to be paid by Client for the work.

4.1 **Documentation.** The SOW will include a detailed requirements and detailed design document illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such Modifications shall become part of the licensed Granicus Software.

4.2 **Acceptance.** Client understands that all work contemplated by this exhibit is on a "time-and-materials" basis unless otherwise stated in the SOW. Delivery of the software containing the Modifications shall be complete once such software is delivered and deemed by Granicus to be ready for Client's use. Client will have fifteen (15) days after delivery of the Modifications to notify Granicus

of any issues or problems. If Client notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems.

4.3 Title to Modifications. All such Modifications shall be the sole property of the Granicus.

5. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS' SOLE OBLIGATION, AND CLIENT'S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

EXHIBIT C

HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Agreement between Granicus and Client, for the Hardware components of the Granicus Solution (the "Hardware") provided by Granicus to Client. This exhibit is an additional part of the Agreement and is incorporated therein by reference. Capitalized terms used but not defined in this exhibit have the meanings given in the Agreement.

1. Price. The price for the Hardware shall be the price specified in the Proposal.
2. Delivery. Any scheduled ship date quoted is approximate and not the essence of this exhibit. Granicus will select the shipment method unless otherwise mutually agreed in writing. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term "sale" or "purchase."
3. Acceptance. Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client's acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.
4. Service Response Time. For hardware issues requiring replacement, Granicus shall respond to the request made by the Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of determination of a hardware issue, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus, or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus will keep the Client informed regarding the timeframe and progress of the repairs or replacement. Once the Hardware is received Client's responsibilities will include:
 - a. Mount server on client rack (if applicable)
 - b. Connecting original network cables.
 - c. Connecting original audio and video cables (if applicable).
5. LIMITATION OF LIABILITY. GRANICUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN..
6. Hardware. In the event of malfunction for Hardware provided by Granicus, Hardware will be repaired or replaced as per the warranty, and as detailed in this Exhibit. Granicus provides the above-mentioned services under Client's acknowledgment that all Granicus tools, and systems will be installed by the manufacturer chosen by Granicus within the Hardware, provided to the client. These software tools have been qualified by Granicus to allow the highest level of service for the client. While it is Granicus' intention to provide all Clients with the same level of customer care and warranty, should the Client decline these recommended tools, certain levels of service and warranty may not guaranteed.
7. Remote Accessibility. Granicus leverages remote access tools such as Logmein for installation and ongoing maintenance of Granicus software. These tools are designed to provide Granicus technicians with

necessary information to diagnose and resolve software problems. Should the Client decide to decline these remote tools, Granicus cannot guarantee optimal level of service due to limited access to Granicus Hardware. Client understand that should they decide to use internal methods of access, such as VPN, Client may need to assist Granicus technicians for remote accessibility during business hours as well as after hours in the event Granicus technicians are unable to access remote Granicus systems.

8. Purchased Hardware Warranty. For Hardware purchased from Granicus by Client, Granicus will provide to Client a three (3) year warranty with respect to the Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials. Hardware warranty shall commence on the Effective Date of the Agreement.

9. Use of Non-Approved Hardware. The Granicus platform is designed and rigorously tested based on Granicus-approved Hardware. In order to provide the highest level of support, Granicus requires the use of Granicus-approved Hardware in your solution. While it is Granicus' intention to provide all clients with the same level of customer care and continuous software upgrades, Granicus does not make any guarantees or warranties whatsoever in the event Client uses non-approved hardware.

10. Client Changes to Hardware Prohibited. Client shall not install any software or software components that have not been agreed upon in advance between Client and Granicus technical staff. While it is Granicus' intention to provide all clients with the same level of customer care, Granicus does not make any guarantees or warranties whatsoever regarding the Hardware in the event Client violates this provision.

EXHIBIT D

TRADEMARK INFORMATION

Granicus Registered Trademarks ® Include:



Granicus logo as a mark

Granicus®

Legistar®

MediaVault®

MinutesMaker®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

Granicus Trademark Names ™ Include:

CivicIdeas™

iLegislate™

InSite™

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MediaVault™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

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For an updated list of Granicus registered trademarks, trademarks and servicemarks, please visit:
<http://www.granicus.com/help/legal/copyright-and-trademark/>.

Client Trademarks

EXHIBIT E

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination or expiration of the Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through an external hard drive or FTP site in its raw non-proprietary format. A CSV file will be included providing file name mapping and date. This option shall be provided to Client at Granicus' actual cost, which shall not be unreasonable.
- Option 2: Provide the Content via download from the application UI. This option shall be provided free of charge and is available anytime.
- Option 3: Provide the means to pull the content using the Granicus Application Programming Interface (API). This option is provided free of charge and is available at anytime.
- Option 4: Professional services can be contracted for a fee to customize the retrieval of content from the system.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days, or whenever transfer of content is completed, whichever is later.



Invoice

Granicus, Inc.

Receivables 720-240-9586
Granicus, Inc.
PO Box 49335
San Jose CA 95161-9335

Invoice #

82218

Date

12/5/2016

SERVICE DATE: JANUARY 1, 2017 - DECEMBER 31, 2017

Bill To

Doug Bankston
City of Fayetteville
113 W Mountain St
Fayetteville AR 72701-6069
United States

Ship To

Doug Bankston
City of Fayetteville
113 W. Mountain
Fayetteville AR 72701
United States

Terms

Net 30

Due Date

1/4/2017

PO

Quantity	Description	Tax	Base Price	Amount
12	Monthly Managed Service: Basic		1,155.23	13,862.76
12	Monthly Managed Service: Open Platform Suite, Government Transparency Suite, & Meeting Efficiency Suite, Managed Hardware		336.25	4,035.00
12	Monthly Managed Service: Legislative Management Suite		700.40	8,404.80
12	Monthly Managed Service: Upgrade to SDI 720p Streaming		175.00	2,100.00
12	Monthly Managed Service: Granicus Encoding Appliance Software - (GT)		100.00	1,200.00
12	Monthly Managed Service: VoteCast Classic Package with Hardware (Touchscreen) and MediaManager Enterprise Access		1,125.00	13,500.00
3	Receive 10% off purchase of any new product suite(s) for the first year. Promo expires 03/31/17.		-112.50	-337.50

*Please note new remittance address:
Granicus, Inc.
PO Box 49335
San Jose, CA 95161-9335

Switch to electronic invoicing today! Contact
ar@granicus.com

Total Invoice Due:
Amount Due

42,765.06
\$42,765.06

Invoice stated in USD

NORTHWEST ARKANSAS Democrat Gazette

P.O. BOX 1607, FAYETTEVILLE, AR. 72702 • 479-442-1700 • FAX: 479-695-1118 • WWW.NWADG.COM

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APR 03 2017

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

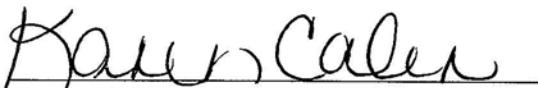
AFFIDAVIT OF PUBLICATION

I Karen Caler, do solemnly swear that I am the Legal Clerk of the Northwest Arkansas Democrat-Gazette, printed and published in Washington County and Benton County, Arkansas, and of bona fide circulation, that from my own personal knowledge and reference to the files of said publication, the advertisement of:

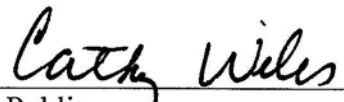
CITY OF FAYETTEVILLE
Ord. 5955

Was inserted in the Regular Edition on:
March 16, 2017

Publication Charges: \$ 97.50


Karen Caler

Subscribed and sworn to before me
This 20 day of Mar, 2017.


Notary Public
My Commission Expires: 2/20/2024

CATHY WILES
Arkansas - Benton County
Notary Public - Comm# 12397118
My Commission Expires Feb 20, 2024

****NOTE****

Please do not pay from Affidavit.
Invoice will be sent.

Ordinance: 5955
File Number: 2017-0110
GRANICUS, INCORPORATED:
AN ORDINANCE TO WAIVE THE
REQUIREMENTS OF FORMAL
COMPETITIVE BIDDING AND
APPROVE A ONE-YEAR CONTRACT
WITH GRANICUS, INCORPORATED IN
THE AMOUNT OF \$42,765.06 FOR 2017
WITH FOUR POSSIBLE ANNUAL
RENEWALS WITH A 3% COST
INCREASE EACH YEAR
WHEREAS, the City of Fayetteville has
utilized Granicus, Inc. since 2012 to
provide software to put together the City
Council Agendas, provide video streaming
and playback services for these City
Council meetings, and provide voting
management services for City Council
meetings; and
WHEREAS, because significant
expenditures of the city staff time, effort
and expense have been required to master
the Granicus software and systems, it is not
feasible nor economical to change suppliers
for these tasks at this time.
NOW, THEREFORE, BE IT ORDAINED
BY THE CITY COUNCIL OF THE CITY
OF FAYETTEVILLE, ARKANSAS:
Section 1. That the City Council of the City
of Fayetteville, Arkansas hereby determines
that the facts shown above established that
an exceptional situation exists in which
competitive bidding is deemed not feasible
or practical and therefore waives the
requirements of formal competitive bidding
and approves a contract with Granicus, Inc.
in the amount of \$42,765.06 for managed
legislative and voting services and video
streaming services for 2017 with four
possible annual renewals with a 3% cost
increase each year.
PASSED and APPROVED on 3/7/2017
Approved:
Lionel Jordan, Mayor
Attest:
Sondra E. Smith, City Clerk Treasurer
74059452 March 16, 2017



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0609

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 13

L.D. 'ABBY' ABBIATTI BOAT RAMP:

A RESOLUTION TO NAME THE BOAT RAMP AT LAKE FAYETTEVILLE THE "L.D. 'ABBY' ABBIATTI BOAT RAMP" IN HONOR OF THE LATE L.D. ABBIATTI

WHEREAS, L.D. "Abby" Abbiata was a fixture among the Lake Fayetteville fishing community, having made substantial contributions for over 50 years; and

WHEREAS, his contributions as an unofficial ambassador to Lake Fayetteville included educating the community about Lake Fayetteville, volunteering his time and resources to build and repair boat docks, creating fish habitat, providing fishing forecasts and conditions to statewide print media, and assisting anglers of all ages; and

WHEREAS, naming the boat ramp at Lake Fayetteville in honor of L.D. "Abby" Abbiata meets the requirements of Section 97.088(B)(2)(d) of the Fayetteville City Code, which provides that a facility may be named for an individual who has made a significant contribution to the City, and the Parks and Recreation Advisory Board recommends approval of the naming request.

City of Fayetteville Staff Review Form

2017-0609

Legistar File ID

11/7/2017

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

Byron Humphry

10/18/2017

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

City Council approval to name the boat ramp at Lake Fayetteville the "L.D. 'Abby' Abbiatti Boat Ramp" in honor of the late L.D. Abbiatti who was a fixture at Lake Fayetteville and among the fishing community for over 50 years.

Budget Impact:

1010.520.5260.5212.00

General

Account Number

Fund

33051.1

Parks and Recreation Donation

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 680.00

Funds Obligated \$ -

Current Balance \$ 680.00

Does item have a cost? Yes

Item Cost \$ 680.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF NOVEMBER 7, 2017

TO: Mayor and City Council

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

FROM: Byron Humphry, Parks Maintenance Superintendent

DATE: October 18, 2017

SUBJECT: **L.D. Abbiatti naming request for Lake Fayetteville boat ramp**

RECOMMENDATION:

Staff requests City Council approval to name the boat ramp at Lake Fayetteville in honor of L.D. (Abby) Abbiatti for historical significance at Lake Fayetteville.

BACKGROUND:

This summer, Parks staff was contacted by Mike Abbiatti with a request to honor his late father by naming the boat ramp at Lake Fayetteville the "L.D. 'Abby' Abbiatti boat ramp". Options for naming a facility were discussed with Mike based on the Parks naming policy. The policy makes two provisions for facility naming based on either a significant monetary donation or "evidence of historical significance or contributions to the Parks and Recreation Department or City of Fayetteville". Mike provided a biographical sketch to Parks staff, detailing the historical significance and contributions made by his father. Parks Board considered and approved the naming request on October 2, 2017.

DISCUSSION:

Based on the biographical sketch provided by the Abbiatti family and letters of support, L.D. Abbiatti was a fixture among the fishing community at Lake Fayetteville for over 50 years. He provided fishing reports for the paper and some of his trophy catches are on display at the Lake Fayetteville bait shop. Staff and Parks Board concurred with the family that naming the boat ramp at Lake Fayetteville, an amenity primarily used and seen by the fishing community, would be a fitting memorial to the fisherman's legacy and contributions at the lake. If approved, a metal sign will be constructed at the City sign shop and placed near the two boat ramps at Lake Fayetteville that reads "L.D. 'Abby' Abbiatti boat ramp". In the tenth year following the sign installation, Parks Staff at their sole discretion may remove the sign if such action is necessary, including, but not limited to park development and renovation, vandalism or interference with park operations.

BUDGET/STAFF IMPACT:

The Abbiatti family asked in memorial of their father, that any contributions be made to the Parks and Recreation Department for Lake Fayetteville. Staff received \$680 in contributions in

honor of Mr. Abbiatti which will cover the cost of the sign and installation. There are no other budget impacts of this request.

Attachments:

L.D. Abbiatti biographical sketch packet

Park naming policy

Parks and Recreation Advisory Board Meeting Minutes October 2, 2017

Exhibit "B"

	Parks and Recreation Department Policies and Procedures Manual		SUBJECT: OPERATIONS POLICY FOR NAMING PARK FACILITIES	
	NUMBER: PRK-	REVISIONS:	EFFECTIVE DATE:	PAGE: 1 OF 1
	SUPERSEDES:	APPROVED BY:		

NAMING PARK FACILITIES

PURPOSE

The purpose of this directive is to provide policies which will govern the naming of park facilities currently owned or acquired by the City of Fayetteville. This policy statement takes precedence over any previous policies and guidelines which may have governed the naming of these facilities.

POLICY

Upon acquisition of a new park, the Director of Parks and Recreation will assign a nondescript temporary working name or subdivision name for the park facility to be used until park development begins.

Once park development begins, the Parks and Recreation Department will receive and forward park facility name suggestions to the Parks and Recreation Advisory Board for review. The Parks and Recreation Advisory Board will discuss and approve the recommendations at their monthly meeting. Once a recommended name has been selected, the Parks and Recreation staff will forward the name to the City Council for its final park name selection including a potentially different name.

The following items should be considered when proposing names for any park facilities:

- Geographic location of the facility
- Outstanding features of the facility
- Commonly recognized historical event, group, or individual
- Individual or group who contributed significantly to the acquisition or development of a facility
- Individual who provided an exceptional service in the interest of the park system

For an individual to be considered, the recommended name must be accompanied by a biographical sketch which provides evidence of historical significance or contributions to the Parks and Recreation Department or City of Fayetteville.

The naming of plaques, markers, and memorials within park facilities must follow the policies as stated above.

Note: A name recommendation from the Active Transportation Committee for trail facilities will be required prior to forwarding to the Parks and Recreation Advisory Board.

Request to the Fayetteville City Council

2 October,2017

Presented By Mike Abbiatti, family members and supporters

Request: The Abbiatti family respectfully requests authorization to purchase a sign, fully conforming to City of Fayetteville standards, to be placed adjacent to the concrete boat launch at Lake Fayetteville dedicating the boat launch in the name of Lake Fayetteville's most supporter, Lowell Dean Abbiatti, known to all as Abby.

Governing Document: POLICY NUMBER 97 PARKS AND RECREATION, ARTICLE VI CONDUCT IN PARKS, Chapter 97.088 EXCEPTIONS TO PROHIBITED SIGNS, subparagraph B, item 2.

Requirements per the Policy: The following items should be considered when proposing names for any park facilities:

-

Geographic location of the facility: LAKE FAYETTEVILLE 1330 E. LAKE FAYETTEVILLE RD. FAYETTEVILLE, AR 72704. Boat launch is adjacent to the boat dock on the right hand side(east) of the boat dock as the observer faces the boat dock from the parking lot.



-

Outstanding features of the facility – public fishing facility boat ramp, concrete appropriately slanted from the parking lot to the lake to allow ease of access for boats to be unloaded/loaded to /from boat trailers.



-

Commonly recognized historical event, group, or individual: Lowell D. (Abby Abbiatti)



•

Individual or group who contributed significantly to the acquisition or development of a facility: Lowell d.(Abby) Abbiatti – please see Biographical Sketch to follow.

•

Individual who provided an exceptional service in the interest of the park system
For an individual to be considered, the recommended name must be accompanied by a biographical sketch which provides evidence of historical significance or contributions to the Parks and Recreation Department or City of Fayetteville. Lowell D. (Abby) Abbiatti

Biographical sketch- Lowell Dean Abbiatti

Major Life Foci: Family and his passion for fishing exemplified by his love for Lake Fayetteville

Life Philosophy: “Nothing has ever been built that can ‘t be improved” (usually with duct tape and bunge cords)

Life History: Lowell Dean Abbiatti aka Abby, was born in 1928 in Fall River Kansas, on 30 Sept 1928. His parents were Francis and Ona Abbiatti, second generation Italian Americans. Francis and Ona had six children (four boys and two girls). Francis worked for the Frisco Railroad and called Carthage, Missouri home. All of Abby’s brothers are/were avid fisherman. The Abbiatti family lived on a farm outside Carthage for many years; Abby attended a one-room schoolhouse until he enrolled in Carthage High School.

Due to his age and his farming profession, Abby could not enlist for WWII. He always regretted this fact. During his time as an athlete, and ROTC student in high school. Abby met the love of his life, Betty Lou Treat while in school. He would walk across town every day from his job as a tire changer at the Goodyear Tire, and Rubber CO store in Carthage to see Betty before she went to

work at a local movie theater. Abby and Betty were married for 69 years, have four grown children, seven grandchildren and twelve great-grandchildren.

Abby's intellect and strong work ethic added to his honesty, ability to earn the respect of everyone he met, led to his promotion within the Goodyear company. Abby earned the title of Credit Manager, and was transferred to other new stores to get the stores up and running properly. By the time he was posted in Fayetteville, he had three children, Mike, Patricia, and Larry. After opening the successful Fayetteville store, It didn't take him long to discover Lake Fayetteville and fall in love with the area. Abby was offered several promotions that would have required a move. He declined each opportunity because he knew he wanted his children to go to college and the University of Arkansas was his choice. He retired after 35 years with Goodyear a beloved friend to all of his customers, and well-respected mentor to all of the young managers he taught. Abby had the distinction of actually being retired more years than he worked. Almost every day of his life in Fayetteville was spent on Lake Fayetteville. He was a common fixture at the boat ramp. As Abby became unable to manage launching his boat by himself, the staff at Lake Fayetteville stepped up and helped him launch and recover his boat each day. When the bass boat he had become unmanageable, the Abbiatti family worked with the Al Parea and his team to secure a pontoon boat so Abbey could continue his passion. When Abbey was no longer able to manage the tasks requiring manual dexterity to fish, a volunteer at Lake Fayetteville took him out in the pontoon boat and did what need to be done to help Abbey realize his dreams.

Not a wealthy man, Abby gave of himself for over 50 years to help inform the community about Lake Fayetteville, physically help build the docks, etc. and develop a wide range of fishing buddies to go with him and enjoy his love of the Lake and the thrill of fishing. Abby had parents asking him to take their sons fishing, a number of peers who joined him, physically disabled or elderly people he would bring to the Lake, and served as a true Ambassador for outdoor recreation. Abbey was a positive daily "fixture" in the life of Lake Fayetteville for over half a century.

An interesting anecdote that speaks to Abbey's dedication and contribution to the success of Lake Fayetteville was that the family hosted his 88th birthday at Lake Fayetteville almost a year ago. The staff did a wonderful job of hosting the attendees and hung his trophy fish in the office and displayed his newspaper clippings from the time period Abby was basically the "Bill Dance of Lake Fayetteville" asked by the statewide print media to deliver fishing forecasts, conditions, and professional advice to anglers throughout the region. (please see some of the framed newspaper clippings presented above) It was not until after everyone had left that my mother told us that this was the first and only real birthday party that our father had ever had. He wanted to have this special event at Lake Fayetteville.

Lowell Dean Abbiatti spent a major portion of this life as an active advocate of Lake Fayetteville. Abby had been fishing just 48 hours prior to his fatal heart attack on 7 August 2017. The Abbiatti family is forever grateful to the Al Parea, his family and staff, as well as the individuals who assisted Abbey in his golden years so he could pursue his love for Lake Fayetteville and fishing. I was most pleased to see the staff from Lake Fayetteville at my father's funeral.

The Abbiatti family respectfully request that we be given authorization to purchase a sign, fully conforming to City of Fayetteville standards, to be placed adjacent to the concrete boat launch at Lake Fayetteville dedicating the boat launch in the name of Lake Fayetteville's most supporter. Our oldest daughter, a resident of Hot Springs, provided the picture below with a most appropriate caption:



Grandpa is catching fish in Heaven now. He caught all of the fish in Lake Fayetteville!

Further Administrative Requirements: The naming of plaques, markers, and memorials within park facilities must follow the policies as stated above.

Note: A name recommendation from the Active Transportation Committee for trail facilities will be required prior to forwarding to the Parks and Recreation Advisory Board.

(Code 1965, §17A-31; Ord. No. 3677, §2, 3-2-93; Code 1991, §97.088; Ord. No. 5335, 7-20-10; Ord. No. 5778, 6-16-15; >Ord. No. [5828](#), § 1(Exh. A), 12-15-15)

Please accept our appreciation for consideration of our request to establish a memorial for LD Abbiatti, dedicating the Lake Fayetteville boat launch in his name. While this may seem strange, the Lake played a significant role in Dads life, as well as his families for last 50 years. He fished there several days a week over the years, some 8000 times I would estimate. Fishing there was more than just catching fish. It was a place of solitude and reflection, a place of purpose, a place to teach his children, grandchildren and great grandchildren about sportsmanship and life. Each of us caught our first fish there as well as Dads fish stories about the one that got away. Fishing Lake Fayetteville allowed him to reach out to his friends, young and old, giving them the opportunity to catch a bass, crappie or catfish, an environmental experience that enriched their lives. This included doctors, lawyers, college professors, bankers, college students and senior citizens just like him. This experience often gave them a bright spot in otherwise difficult lives. If you were with him you would have seen a man with a purpose.

He loved Lake Fayetteville. He spent hours building and repairing docks, creating fish habitat, worrying about algae blooms, water levels and pollution. Sometimes he would just drive by and look to make sure it looked OK.

To me, Dad was the Lake Fayetteville Good Will Ambassador at large. He fished throughout the United States, Canada and Mexico. Where ever he went he extolled the virtues of Northwest Arkansas centered on Lake Fayetteville. He was a different man there. He was at peace there. No matter how bad he felt he felt stronger. He may have struggled getting into his boat, but once in it he felt great. Dad passed away a few weeks ago. He caught his last fish there a couple of days before he died. The last picture we have is of him and his fishing buddy holding that fish. His legacy deserves to be remembered.

Thank you,

Larry W. Abbiatti, Senior Executive, Mercedes/Freightliner Corp. (Retired)

Lake Stevens, WA

J. W. "BILL" RAMSEY
1618 N. FOREST HEIGHTS
FAYETTEVILLE, AR 72703

**THE HONORABLE MAYOR, LIONELD JORDAN AND FAYETTEVILLE CITY COUNCIL
MEMBERS**

SUBJECT: L. D. "ABBY" ABBIATTI RECOGNITION

The children of L. D. "Abby" Abbiatti has requested that their Father be honored by dedicating the Boat Ramp at Lake Fayetteville in honor of their Dad, L. D. "Abby" Abbiatti.

"Abby" was one of my dear friends who I first came to know in 1959 when I went to work at the Goodyear Service Store then located at 40 E. Center Street in Fayetteville, my first job after graduation from the U of A. I was Office Manager and he was Sales Manager. I worked with him a second time at the N. East Ave. store> I learned so much from him and we were friends right up to his passing on August 7, 2017.

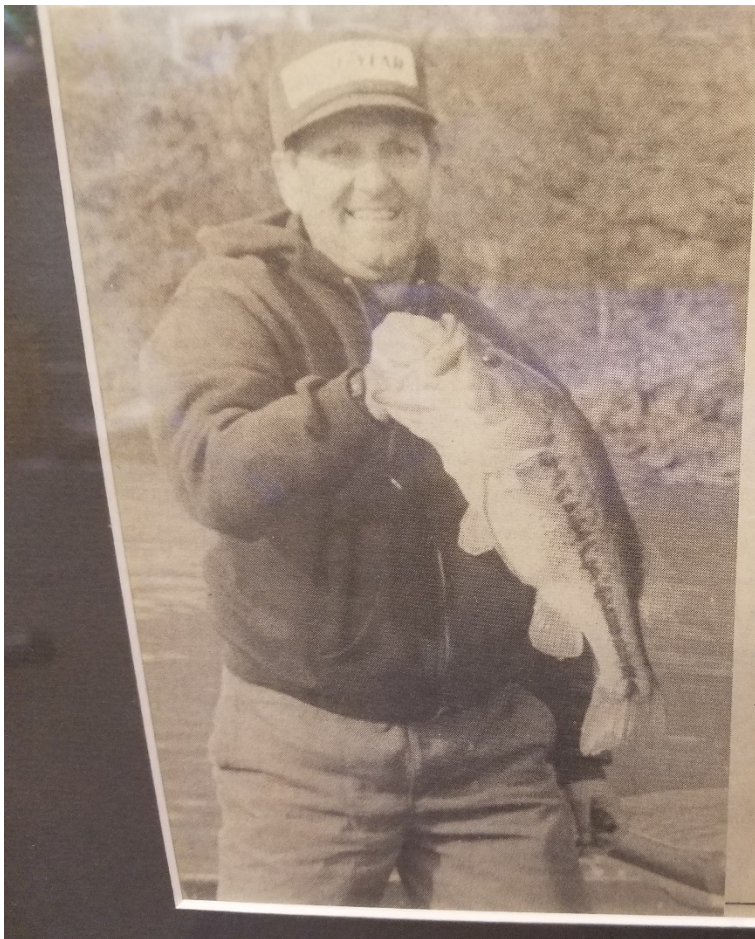
Abby loved Lake Fayetteville and spent virtually every available day fishing there during his 35 retirement years from Goodyear! I understand he was even fishing there on Thursday before his passing on the following Monday, August 7! I have never known a more dedicated fisherman, than "Abby" Abbiatti!

I cannot attend the Council Meeting as my wife and I will be in Gulf Shores for a much anticipated and I think, overdue, vacation!

I respectfully ask for your positive vote for this well-deserved recognition, honoring my friend and Lake Fayetteville's most passionate supporter!

Thanks for your consideration!

J. W "BILL" RAMSEY



Big bass

A couple of warm days over the weekend brought several fishermen to Lake Fayetteville, including L.D. Abbiatti and Charles Mullen. Abbiatti caught and released this six-pound bass, which hit a crankbait. Abbiatti and Mullen, who regularly fish Lake Fayetteville, caught a dozen bass Sunday morning.

Timesphotos by Steve Wright

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caught a 24½-pound
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shiner for bait. A c
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ings in the last week.

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fair at best, according t
Some crappie have bee
anglers using jigs in thic
water clarity is good i
Eagle area.

HICKORY CREEK M
Several fishermen were ou
but few had any luck, acc
Sonny Andrews. Crappie an

Lake
teville 1

Abbiatti makes most of electronics

By STEVE WRIGHT
Times Outdoor Writer

L.D. Abbiatti sat in the bow seat of his Ranger boat and pointed to a seemingly insignificant place on the surface of Lake Fayetteville.

"Before this lake was filled, there was an old canning factory there," Abbiatti said. "It shows up just as clear as can be on this."

Abbiatti had shifted his attention to the liquid crystal display on the electronic depth finder in his boat. He was waiting for the markings of a creek channel to show up on the screen.

But Abbiatti was waiting on visible proof of that underwater feature only for the purpose of showing it to an observer in his boat. Abbiatti knows the bottom of Lake Fayetteville like most people know their way to the grocery store.

The 63-year-old Abbiatti retired as a Goodyear credit manager eight years ago. He's been fishing an average of four days a week since then.

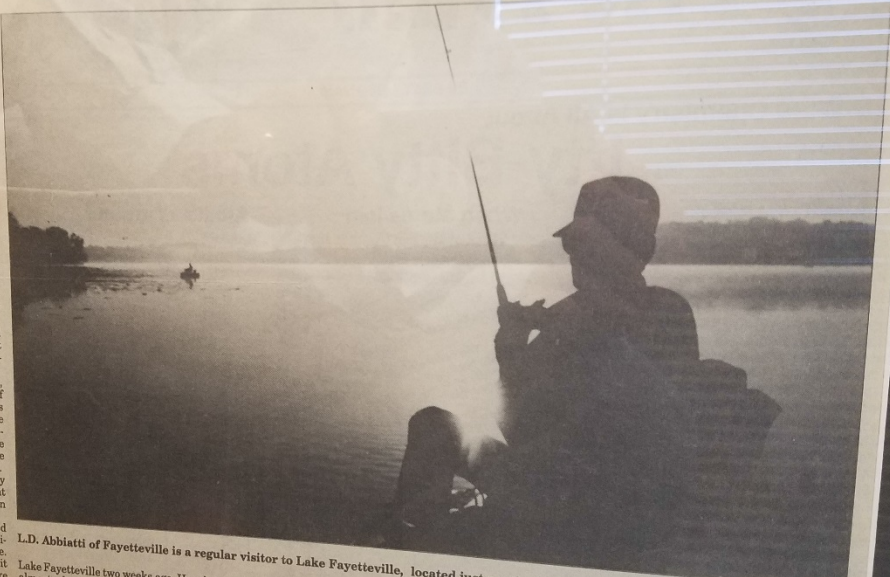
Even with all that time to fish, Abbiatti vowed to make the most of every minute. When he bought his boat, he took the time to study the workings of a Lowrance Eagle Z-6000 electronic depth finder. He read the manual and learned the meaning of each blip on the screen.

You would be surprised how many fishermen have similar equipment in their boat, but pay little attention to it.

"When I bought it, I practiced until I learned how to use it," Abbiatti said. "It makes a big difference. It won't make the fish bite, but it will sure let you fish where there are fish."

That's all Abbiatti wants to do, fish where there are fish. He's not a tournament angler in search of more money.

Sometimes he'll take a few fish home to eat. Most times he doesn't. Abbiatti caught a 7½-pound bass at



L.D. Abbiatti of Fayetteville is a regular visitor to Lake Fayetteville, located just north of the NW Arkansas Mall on Highway 71B.

Timesphoto by Steve Wright

Lake Fayetteville two weeks ago. He almost always catches a limit of bass.

Most people think of Lake Fayetteville as a place to catch bream and crappie.

"I'd rather bass fish," Abbiatti said. "I think they're easier to catch than anything else."

Abbiatti might get a few arguments on that statement. But its

hard to argue with the simplicity of his method. He uses only a few lures — primarily Rat-L-Traps, plastic worms, spinnerbaits and jerkbaits, all the difference.

And once you know how to use the depth finding equipment on your boat, you can catch fish anywhere.

Two years ago, as Lake Elmdale was being drained for the repair

work that will begin soon, Abbiatti caught 13 bass weighing over four pounds there and released them in Lake Fayetteville. The biggest weighed 8½ pounds.

Abbiatti also makes annual fishing trips to Canada and Mexico. He enjoys fishing for stripers below Lake Tenkiller in Oklahoma.

But bass fishing at Lake Fayetteville remains his favorite. The

lake is only seven minutes from his house, and for Abbiatti the bass seem to always be biting.

"Really what's fun is the number of fish you can catch every day you come out here," Abbiatti said.

If you aren't as successful, maybe it's time to start saving your money to have an electronic depth finder on your already bass.

Lake Fayetteville — Fayetteville resident L.D. Abbiatti caught a 40-pound Mississippi blue catfish while trolling for crappie according to Dolie Black. Cleon Gentry from Springdale caught some nice blue gill using crickets. Bass fishing is good on spinnerbaits, buzzbaits and topwater lures.

7-14-04



Parks and Recreation Advisory Board

October 2, 2017

6 PM

City Administration Building Room 326

113 West Mountain Street

Fayetteville, AR

Members: Richie Lamb, Wade Colwell, JL Jennings, Chuck Maxwell, Kyle McHan, Phillip McKnight, David Proffitt, Bill Putman, Dana Smith

City Staff: Connie Edmonston, Director; Byron Humphry, Maintenance Superintendent; John Crow, Recreation Superintendent; Ted Jack, Planning Superintendent, Ken Eastin, Park Planner, Chanel Pennington, Operations Assistant

1. Call to Order

Lamb called the meeting to order at 6:00 PM.

2. Roll Call

Members Present: Lamb, Colwell, Jennings, Maxwell, McHan, McKnight, Proffitt, Putman, and Smith.

3. Approval of Minutes

PRAB Motion: Maxwell motioned to approve the meeting minutes, Smith seconded the motion. Motioned passed, 9-0-0.

4. Abbiatti Park Naming Request: Byron Humphry, Park Maintenance Superintendent

Mike Abiatti, son of Lowell Dean "Abi" Abitatti, and other family members were present to request the naming of the boat ramp at Lake Fayetteville be after their late father. Mike Abiatti detailed his father's love for the lake, as well as contributions, and said the family would purchase a sign for the boat ramp to honor their father's memory.

Al Perera, Lake Fayetteville Marina Operator, offered his support for the request.

Humphry noted it was staff's recommendation for the family to purchase the sign that would be placed next to boat ramp.

PRAB Motion: Lamb motioned to accept staff's recommendation, Colwell seconded the motion. Motion passed, 9-0-0.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0532

Agenda Date: 11/7/2017

Version: 1

Status: Second Reading

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: B. 1

SMALL CELL COMMUNICATIONS FACILITIES:

AN ORDINANCE TO ENACT § 110.03 **SMALL CELL FACILITIES AND NETWORKS** INTO CHAPTER 110: **TELECOMMUNICATION FRANCHISE, BILLPOSTING, AND SMALL CELL FACILITIES AND NETWORKS**

WHEREAS, the City has been approached by multiple telecommunications providers who are interested in erecting small cell facilities throughout the City to provide services to Fayetteville residents; and

WHEREAS, it is necessary to balance the importance of ensuring residents have access to this important technology, the providers' interest in having a streamlined, consistent and fair procedure and fees to install and maintain the facilities, and the interest of the City and residents in responsibly managing the use of the public rights of way and minimizing the aesthetic impact of small cell facilities.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby enacts § 110.03 **Small Cell Facilities and Networks** in Chapter 110: **Telecommunication Franchise, Billposting, and Small Cell Facilities and Networks** of the **Fayetteville Code** as shown in Exhibit "A" attached hereto and made a part hereof.

City of Fayetteville Staff Review Form

2017-0532

Legistar File ID

10/3/2017

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

Susan Norton

9/18/2017

MAYORS ADMIN (015)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Administration recommends approval of the attached ordinance for the implementation process for small cell communications facilities within the City of Fayetteville.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

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 #

Original Contract Number:

Approval Date:

Comments:



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Susan Norton, Communications Director
DATE: 9/18/17
SUBJECT: **Small Cell Ordinance**

RECOMMENDATION:

The Mayor's Administration recommends approval of the Small Cell Facilities Ordinance. An internal team made up of Administration, Development Services, Information Technology staff and City Attorney's office spent several months reviewing recently enacted ordinances and statutes from a number of cities and states across the region, looking for what would be the best fit for Fayetteville.

BACKGROUND:

Over the past several months, the City has been approached by at least 5 providers who are interested in erecting small cell facilities to provide telecommunications services to the citizens of Fayetteville. City staff have met with these providers to review draft language for the ordinance that we now propose.

DISCUSSION:

There are four primary issues to be considered as we implement this new technology in our city:

1. Providing a streamlined application window that enables providers to proceed to implementation while creating procedures for existing staff to establish criteria for review and a process to facilitate approvals.
2. Ensuring that the city's right-of-way management remains with the city.
3. Ensuring that the aesthetics of the small cell facilities are consistent with city design principles and do not clutter the landscape.
4. Coming up with fair and reasonable application and annual lease fees.

We ultimately chose an ordinance from Overland Park, Kansas as our model and then the City Attorney's office helped craft the language to fit within our existing code. Some issues we found needed to be addressed with respect to the types of technologies that may be implemented, including but not limited to: types of new pole installations (standard wood poles or stealth, such as facilities hidden within lightpoles); types of structures that may be attached to city owned assets (traffic signals) or utility company

poles and how they may be camouflaged; both ensuring and limiting distances between licensees or pole operators so the installations would not be crowded nor would they impede equal opportunity for the carriers to support their networks; and “pole standards,” to help maintain consistency in attachments.

We recognize that there are certain technologies that should have access to the public rights of way but can not be required to enter into a franchise agreement, which is why we established this new section of code 110.03 Small Cell Facilities and Networks.

BUDGET/STAFF IMPACT:

None

EXHIBIT A

110.03 Small Cell Facilities and Networks

(A) Definitions: As used in § 110.03, the following terms shall have the meanings set out below:

- (1) *Administrative Review* means non-discretionary evaluation of an Application by the Zoning and Development Administrator. This process is not subject to a public hearing or conditional or special review process.
- (2) *Antenna* means communications equipment that transmits or receives electromagnetic radio signals used in the provision of telecommunications services:
 - (a) *Distributed antenna system (DAS)* means a network that distributes radio frequency signals and consisting of:
 1. Remote communications or Antenna nodes deployed throughout a desired coverage area, each including at least one Antenna for transmission and reception;
 2. A high capacity signal transport medium that is connected to a central communications hub site; and
 3. Radio transceivers located at the hub's site to process or control the communications signals transmitted and received through the Antennas to provide Wireless or mobile Service within a geographic area or structure.
 - (b) *Small Cell Facility* means a Telecommunications Facility that meets both of the following qualifications:
 1. Each Antenna is located inside an enclosure of no more than six (6) cubic feet in volume, or in the case of an Antenna that has exposed elements, the Antenna and all of the Antenna's exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and
 2. Primary equipment enclosures that are no larger than 17 cubic feet in volume, or facilities comprised of such higher limits as the FCC has excluded from review pursuant to 54 U.S.C. § 306108. Accessory Facilities may be located outside the primary equipment, and if so located, are not to be included in the calculation of equipment volume. Accessory Facilities includes, but is not limited to, any electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, cut-off switch and vertical cable runs for the connection of power and other services.
 - (c) *Small Cell Network* means a collection of interrelated Small Cell Facilities designed to deliver wireless service.

- (3) *Applicant* means any person or entity that is engaged in the business of providing wireless services or the wireless infrastructure required for wireless services.
- (4) *Competing local exchange carrier* means a telecommunications provider that has received a certificate of public convenience and necessity from the Arkansas Public Service Commission under the authority of Ark. Code Ann. § 23-17-409 and is authorized to install equipment and operate within the public rights of way or on public or private property in the City of Fayetteville. This shall include distributed antenna systems, small cell facilities and small cell networks.
- (5) *Person* means any individual, resident, citizens, business firm, corporation, partnership, governmental agency, or institution.
- (6) *Streets* means all streets, roads, highways, alleys, rights-of-way, public utility easements, public property, public ways and air space over such streets, roads, alleys, public rights-of-way, public utility easements, public property and public ways located within the geographic limits of the city.
- (7) *Telecommunications* means the transmission, between or among points specified by the user, of information of the user's choosing without change in the form or content of the information sent and received, whether wired or wireless.
- (8) *Telecommunications facilities or facilities* means all conduits, manholes, poles, antennas, transceivers, wires, cable (including fiber optic cable), technology, and appurtenances owned or utilized by a telecommunications provider or third party infrastructure provider and located in, under or over the streets of the city or on public or private property and utilized in the provision of telecommunications services. This includes without limit, towers of all types, and base stations, including but not limited to buildings, church steeples, water towers, signs, poles, streetlights, traffic signals, or other structures that can be used as a support structure for antennas or the functional equivalent of such. It further includes all related accessory facilities associated with the site. It is a structure and facility intended for transmitting and/or receiving, wireless services, Specialized Mobile Radio (SMR), personal communications services (PCS), commercial satellite services, microwave services, radio, television, and any commercial Wireless Service not licensed by the FCC.
- (9) *Telecommunications Provider or provider* means any person, firm, corporation, partnership or other business entity, other than the city, that provides telecommunications services within or without the geographic boundaries of the city by utilizing telecommunications facilities to provide telecommunications services. This shall include competing local exchange carriers or businesses that install small cell facilities on behalf of telecommunications providers.

- (10) *Telecommunications services or services* means any service delivering telecommunications by a telecommunications provider that the provider is authorized to provide under federal, state and local law, except that these terms do not include cable service as defined by the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, 47 U.S.C. §521 et seq., and the Telecommunications Act of 1996.
- (B) Compliance with State and Federal Regulations. Applicant shall comply with all applicable state and federal regulations. Proof of compliance shall be provided upon request of the Zoning and Development Administrator. Applicant shall not be required to enter into any franchise agreement with the City.
- (C) Consolidated Application. An applicant may file one consolidated application for a small cell network of up to ten (10) individual small cell facilities of a substantially similar design every seven calendar days. The City may require a separate application for any small cell facilities that are not of a substantially similar design. The form of the permit Application is located on the City's website under Small Cell Facilities and Networks.
- (D) An applicant shall submit with the application all documentation or other evidence required by the Zoning and Development Administrator to sufficiently establish the structural soundness of proposed facilities.
- (E) Administrative Approval of Co-Located Facilities. The Zoning and Development Administrator, following an Administrative Review, may approve the following facility installations:
- (1) Locating on Existing Structures. Installation of facilities on an existing structure other than a tower (such as a building, light pole, electric transmission tower, water tank, or other free-standing non-residential structure) provided that the facilities do not extend any higher than the existing structure. The Zoning and Development Administrator may grant a variance of up to ten (10) feet in height when such additional height is necessary for improved functionality or safety.
- (a) Facilities Placed on Top of Buildings. When facilities extend above the roof height of a building on which it is mounted, every effort shall be made to conceal the facility within or behind existing architectural features to limit its visibility from public ways. Facilities mounted on a roof shall be stepped back from the front façade in order to limit their impact on the building's silhouette.
- (b) Facilities Placed on Sides of Buildings. Facilities which are side-mounted on buildings shall be camouflaged (such as in a light fixture), shrouded, painted or constructed of materials to match the color of the building material directly behind them, and shall not extend above the roof line or extend more than five (5) feet from the façade of the building.
- (2) Locating on Existing Tower Not Previously Approved Through §163.13 of the U.D.C. Existing towers that do not have facilities may not add such

capability without securing a conditional use permit. Antennas may be replaced by similar antennas at the same height and for the same basic usage as the antennas being replaced.

- (3) Locating on Existing Towers Previously Approved Through §163.13. Additional facilities may be placed upon any tower already approved through §163.14 of the U.D.C. so long as such additional facilities would not violate any requirements of the conditional use permit or other provisions of §163.13.
- (4) The applicant must submit a letter of intent indicating the intent and agreement to allow colocation of facilities.
- (5) If proposed facilities are not or cannot be adequately camouflaged, the City may require the installation of new stealth facilities.
- (6) Any disturbance of City infrastructure (such as, but not limited to, streets, sidewalks, and utilities) shall be repaired and restored by the applicant at its expense and to a condition at least as good as that existing before the work causing such disturbance was commenced.
- (7) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$250.00 for each facility co-located on an existing structure in the public rights-of-way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, the Wireless Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.

(F) Administrative Approval of New Facilities in Public Rights of Way. Providers proposing the construction or installation of new facilities in the public rights of way shall comply with following requirements:

- (1) Construction Maintenance. The provisions of § 110.02(E), with the exception of §§ 110.02(E)(3) and (E)(10), shall govern the process of approval for the construction or installation of any new facilities within the public rights of way.
- (2) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$50.00 for each new facility located in the public right of way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, the Wireless Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.
- (3) Height Limitations. New facilities placed by the provider in public rights of way are permitted to be a maximum height of no more than ten (10) feet above the median height of other telecommunications facilities in the block for the proposed location, but in no event taller than thirty (30) feet above grade.

- (4) Camouflaging or Stealth Technology Required. New facilities shall be designed to be camouflaged to the greatest extent possible including, but not limited to, use of compatible building materials and colors, incorporation within street lights, screening, landscaping, and placement within trees. All antenna arrays, cables, and other accessories used for providing the services shall not be obtrusive or noticeably visible. The Zoning and Development Administrator may approve the installation of a standard utility pole in areas where such installation will not degrade the streetscape but any facilities shall be camouflaged to the greatest extent possible. Camouflaging and stealth technology shall be required in all residential areas, improvement districts (including, but not limited to, the Dickson Street area and College Avenue improvement corridor), and any area in which utilities have been installed or relocated underground. Understanding that new technologies are anticipated to change the components of telecommunications facilities, the Administrator may determine if a telecommunications facility or component of a telecommunications facility is designed to be stealth.
- (5) Fall Zone. The minimum distance from the base of any facility to any residential dwelling unit shall be the lower height or required setback, whichever is greater, unless all persons owning said residence or the land on which said residences are located consent in a signed writing to the construction of said facility. This setback is considered a "fall zone." In the event that an existing facility is proposed as a mount for the provider's equipment, a fall zone shall not be required.
- (6) Distance between new facilities. New facilities, excluding facilities camouflaged to fit within the streetscape (e.g., facilities incorporated within a street light), shall be spaced a minimum of five hundred feet (500') from any other new facility approved under this section.
- (7) Information Required to Process Requests for New Facilities.
- (a) Provide a map of the geographic area that your project will serve;
 - (b) Provide a map that shows other existing or planned facilities that will be used by the telecommunications provider who is making the application;
 - (c) Provide a map that shows other potential standalone locations for your facility that have been explored;
 - (d) Provide a scaled site plan containing information showing the property boundaries, proposed facility, existing land use, surrounding land uses and zoning, access road(s) location and surface material, existing and proposed structures and topography. The plan shall indicate proposed landscaping, fencing, parking areas, location of any signage and specifications on proposed lighting of the facility;
 - (e) Describe why the proposed location is superior, from a community perspective, to other potential locations. Factors to consider in the community perspective should include: visual aspects, setbacks, and proximity of single-family residences;

- (f) Describe your efforts to co-locate your facility on existing structures, one of the poles or towers that currently exists, or is under construction. The applicant should demonstrate a good faith effort to co-locate with other carriers. The city may deny a request to construct or install a new structure by an applicant that has not demonstrated a good faith effort to provide for co-location. Such good faith effort includes:
 - 1. A survey of all existing structures that may be feasible sites for co-locating wireless communications facilities;
 - 2. Contact with all other telecommunications providers;
 - 3. Sharing information necessary to determine if co-location is feasible under the design configuration most accommodating to co-location; and
 - 4. Letter from tower or pole owner stating why co-location is not feasible.
 - (g) Describe whether you will or will not accommodate equipment of other telecommunications providers that could co-locate on your facility. Describe how such accommodation will impact both your pole and your ground mounted facilities. Provide documentation of your provider's willingness or unwillingness to accommodate other providers who may be able to co-locate on your facility.
- (8) Application Time Frame. A final decision shall be issued for applications for facilities under subsections (E) and (F) within 60 calendar days subject to the following:
 - (a) The City shall supply written notice to the Applicant within thirty days of receipt of an Application clearly and specifically delineating any missing documents or information.
 - (b) Applicant shall submit any supplemental documentation and information to the City.
 - (c) City shall then have up to ten (10) calendar days to notify Applicant that the supplemental documentation or information satisfies the City's request.
 - (d) Second or subsequent notices may not specify missing documents or information that were identified in the original notice of incompleteness.
 - (e) This timeframe shall be tolled in cases in which the City determines that the application is incomplete. This timeframe may also be tolled by mutual agreement of the Applicant and City.
- (G) New Structures on Private Property. Telecommunications providers proposing the construction or installation of new poles or towers on privately owned property in the City shall comply with the provisions of § 163.13 **Wireless Communications Facilities** and shall obtain a conditional use permit.
- (H) New Facilities on Public Property. The City of Fayetteville will actively market its own property and existing facilities as suitable co-location sites. . Applications for new facilities on public property shall be subject to the Administrative Review process. An annual lease amount should be charged according to the fair market value

of the location. In cases in which the company no longer needs the facility, the city may require it to be removed. Applicants may be required to provide co-location space for city-owned facilities.

- (I) Appeals. An Applicant may appeal to the City Council a decision or interpretation made in the Administrative Review process by the Zoning and Development Administrator. Appeals shall follow the procedure set forth in Section 155.02 of the Unified Development Code. Pedestrian access and safety. All facilities shall be installed in such a manner not to impede, restrict, or adversely impact pedestrian or vehicular safety or convenience, or violate any provision of the Americans with Disabilities Act.
- (J) Emergency removal or relocation of facilities. The City retains the right to cut or move any facility located within its rights-of-way as the City, in its sole discretion, may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. City shall notify the provider after cutting or removing any facility within its rights-of-way. If circumstances permit, the City shall notify the provider in advance of any cutting or removal and give the provider an opportunity to move its own facilities.

Updated 10-14-17

Section Text	A 2 b (2) Primary equipment enclosures that are no larger than 17 cubic feet in volume, or facilities comprised of such higher limits as the FCC has excluded from review pursuant to 54 U.S.C. § 306108. Accessory Facilities may be located outside the primary equipment, and if so located, are not to be included in the calculation of equipment volume. Accessory Facilities includes, but is not limited to, any electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.	A 6 (6) Stealth technology means systems, components, and materials used in the construction of wireless communications facilities to make it compatible with the surrounding property.	E 1 (1) Locating on Existing Structures. Installation of facilities on an existing structure other than a tower (such as a building, light pole, electric transmission tower, water tank, or other free-standing non-residential structure), provided that the facilities do not extend any higher than 10 feet above the existing structure. The Zoning and Development Administrator may grant a variance of up to an additional ten (10) feet in height when such additional height is necessary for improved functionality or safety.	E 1 a (a) Facilities Placed on Top of Buildings. When facilities extend above the roof height of a building on which it is mounted, every effort shall be made to conceal the facility within or behind existing architectural features to limit its visibility from public ways. If concealment behind existing architectural features is not possible, screening panels manufactured to match existing architectural features may be used. Facilities mounted on a roof shall be stepped back from the front façade to the extent practicable in order to limit their impact on the building's silhouette. Screening panels, if used, shall not exceed five (5) feet in height above the existing building's roofline.
Provider Comments	Suggest dimensions consistent with the dozen statewide small cell bills passed within the last year. Suggest: “Small Wireless Facility” means a Wireless Facility that meets both of the following qualifications: (i) each Wireless Provider’s Antenna could fit within an enclosure of no more than six cubic feet in volume; and (ii) all other wireless equipment associated with the Wireless Facility, whether ground- or pole-mounted, is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, vertical cable runs for the connection of power and other services.	Some providers have concerns with the interpretation of the stealth and camouflaging provisions and the potential increased cost it may impose for compliance and are concerned these stealth requirements could be applied arbitrarily and may be disparately treating wireless infrastructure in streetscapes that are otherwise dominated by utility poles and other apparatuses that are not subject to similar stealth requirements. In addition, some have indicated that high-cost stealth requirements may drive up the cost of small cell installations by 30-50%, which will impede our ability to invest elsewhere.	Not allowing facilities to extend any higher than the existing pole limits options for deployment – e.g., it would preclude deployments of canisters on top of poles. We recommend revising to allow for some additional height by right, with a provision for an additional increase based on a variance request. One provider requested that height limits be permitted up to forty-five (45) feet in residential zones and fifty-six (56) feet in all other zones (with the ability to allow an additional ten (10) feet).	In general, understood the limitations imposed by this provision, but have concerns as drafted it may not reflect technical realities and/or does not have sufficient flexibility that can be found on roof tops city-wide.

City Notes

We have seen a range from 17 to 28 cubic feet. Some cities/states allow some kind of variance. The Council could consider granting a variance up to 28 cubic feet.

Our team recommended including a definition of stealth technology. This is the same definition that appears in Section 151.01 Definitions of the Unified Development Code. Camouflaging does not need to be defined because we can use the plain and ordinary dictionary definition. We realize the stealth requirement may increase cost, but we feel the cost is justified to preserve the aesthetics for our community. We have recognized this additional cost to providers by lowering the annual fee charged for these stealth facilities.

If we are going to give the provider an attachment of 5 feet by right on an existing pole then we would limit the overall height of an attachment to 10 feet in total.

This is a request from Smith Communication. Per the recommendation of the Planning Director, we established concealment behind existing architectural features will be the priority and screening panels could be a secondary option if the first is not possible.

The screening panels would be installed at the façade of the building and still limit the visibility while making less of an impact on the silhouette. This is intended to provide the applicant and staff more flexibility for design to fit within the streetscape.

E 4

(4) Replacement of Existing Structures . If installation of facilities requires the removal and replacement of an existing structure, such as a pole, the new structure shall be considered an existing structure for the purposes of this section as long as the replacement structure is constructed of substantially similar material or is a camouflaged/stealth structure and the replacement structure is located within five (5) feet of the location of the original structure. The provisions of § 110.02(E) shall govern the standards of and procedures for construction or installation of replacement facilities within the public rights of way. The Zoning and Development Administrator may grant a variance of up to ten (10) feet in height when such additional height is necessary for improved functionality or safety.

AT&T was originally concerned that a replacement of an existing structure would be treated like a new pole (stealth requirement and 30 ft. height limit).

E 8

(8) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$250.00 for each facility co-located or installed on an existing structure in the public rights-of-way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, or does not pay franchise fees to the City pursuant to another agreement, the Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.

The annual fee for a co-location should be \$50.00 instead of \$250.00. Since the city reduced the charge for new facilities in (F)(2), the fee for co-locations (where there are existing facilities) should be the same — there is no basis for a distinction. Further, the requirement to provide four pairs of dark fiber must be removed as the City will already be compensated, and provision of fiber for free is an unjustified additional cost and compensation, and without legal basis. The fiber provision is problematic and should be removed.

E 9

(9) Variances. In order to receive a variance under this subsection, an applicant must show that strict enforcement would make it difficult because of circumstances unique to the facility under consideration (e.g., topological challenges or line of sight issues) and demonstrate that the granting of the variance will be in keeping with the spirit and intent of this ordinance.

This seems like a strict standard.

F 2

(2) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$50.00 for each new facility located in the public right of way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, or does not pay franchise fees to the City pursuant to another agreement, the Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.

This provision should be consistent with (E)(8). The requirement here to provide four pairs of dark fiber must be removed as the City will already be compensated, and provision of fiber for free is an unjustified additional cost and compensation, and without legal basis.

At AT&T’s request we included language clarifying that a provider can replace an existing pole and have the replacement pole treated as an existing structure. The provider would have to follow the procedures in 110.02(E) which governs the construction standards for telecommunications facilities in the public rights of way. As an existing structure, the 10 foot height variance could be requested.We are trying to encourage locating on existing structures and have included this language to allow pole replacements to be of substantially similar materials. Because of the height limitation on existing structures, this will discourage new facilities in the ROW.

Little Rock ordinance included the fiber request for non-franchise holders. Our fee structure recognizes the value of the use of existing city structures in the public ROW. As we mentioned in the previous presentation, fees are variable but can run as high as several thousand dollars per pole per year. This is a more equitable system and goes back to the fact that existing franchise holders are going to be paying: 1) the standard 4% franchise taxes; and 2) the annual fees for small cell facilities. New providers who do not have to pay the 4% franchise tax will be placed on a more even field by providing fiber rather than entering into a separate franchise agreement for laying the fiber within the public ROW.

The revised language is much more amenable than the original; it is clear and can be applied equitably by staff. The phrase "strict enforcement" is good language and will ensure that the standard is applied equally to all applicants.

The lower fee for new facilities recognizes that the provider is bearing the cost of installing the new facility.

F 3 (3) Height Limitations. New facilities placed by the provider in public rights of way are permitted to be a maximum height of no more than ten (10) feet above the median height of other telecommunications facilities in the block for the proposed location, but in no event taller than thirty (30) feet above grade.	F 5 (5) Fall Zone. The minimum distance from the base of any facility to any residential dwelling unit shall be the lower height or required setback, whichever is greater, unless all persons owning said residence or the land on which said residences are located consent in a signed writing to the construction of said facility. This setback is considered a "fall zone." In the event that an existing facility is proposed as a mount for the provider's equipment, a fall zone shall not be required.	F 6 (6) Distance between new facilities. New facilities, excluding facilities camouflaged to fit within the streetscape (e.g., facilities incorporated within a street light), shall be spaced a minimum of five hundred feet (500') from any other new facility approved under this section.	F 7 c (c) Provide a map that shows other potential stand-alone locations for your facility that have been explored;
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Same concerns as in (E)(1)	Many facilities will be on poles in rights-of-way. We understand that, by the final sentence, no landowner approval is required for an existing facility. Landowner approval should not be required for any new facility either. The facility will be in the City's right-of-way and, as such, the City's approval (as the right-of-way owner) should be sufficient. Requiring landowner approval will be an added expense and will also add significant time delays to the deployment process, which would be inconsistent with the intent of the ordinance to promote the efficient deployment of small cell facilities.	Arbitrary separation distances have unintended consequences. Placing restrictions on the placement of poles carries the very real possibility of creating areas of inadequate wireless coverage in Fayetteville. Furthermore, it is important to note that there may be areas in Fayetteville requiring additional wireless capacity where there are no poles or the existing poles are inadequate. Wireless communications in those areas, including emergency communications, may be at risk.	Concerns about providing a map. Confidential, that site may be explored at a later date. Or, if the original site fails may look to move to that location. The proposed site has already been invested in, money spent on surveys, construction drawings, RF analysis.
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This height limitation for new facilities is to encourage co-location/installation on existin facilities and discourage the placement of new facilities in the public ROW.

This is simply a safety issue as well as an aesthetic issu. Only applies to new facilities. A property owner would likely have concerns that a new facility pole should be far enough that it won't fall on any structures and there may also be some aesthetic concerns, particularly with structures in a build-to zone, that a provider could install a new facility just feet from a property owner's windows, door, patio, etc.

500 feet was included in several examples we reviewed. We reduced this number if a stealth pole was used, intent was to provide incentive to install integrated poles instead of utilizing existing.

It is reasonable to ask, from both safety and aesthetic points of view, which other locations in that limited area would be appropriate for the facility being proposed. Staff may be able to help the applicant identify more appropriate locations.

F 7 f

(f) Describe your efforts to install your facility on existing structures. The applicant should demonstrate a good faith effort to locate facilities on existing structures and/or co-locate with other carriers. The city may deny a request to construct or install a new structure by an applicant that has not demonstrated a good faith effort to with respect to this requirement.

No technology to collocate on new poles. If/when technology is produced, it will likely require all new technology which would require a replacement of the pole.

F 8

(8) Application Time Frame. A final decision shall be issued for applications for facilities under subsections (E) and (F) within 60 calendar days subject to the following:

(a) The City shall supply written notice to the Applicant within 30 days of receipt of an application clearly and specifically delineating any missing documents or information.

(b) Applicant shall submit any supplemental documentation and information to the City.

(c) City shall then have up to ten (10) calendar days to notify Applicant that the supplemental documentation or information satisfies the City’s request.

(d) Second or subsequent notices may not specify missing documents or information that were identified in the original notice of incompleteness.

(e) This timeframe shall be tolled in cases in which the City determines that the application is incomplete. This timeframe may also be tolled by mutual agreement of the Applicant and City.

H

(H) New Facilities on Public Property. The City of Fayetteville will actively market its own property and existing facilities as suitable co-location sites.

—Applications for new facilities on public property shall be subject to the Administrative Review process. An annual lease amount should be charged according to the fair market value of the location. In cases in which the company no longer needs the facility, the city may require it to be removed. Applicants may be required to provide co-location space for city-owned facilities. For purposes of this subsection, public property shall not include any public right of way or structures in any public right of way. Small cell facilities installed in the public right of way or on structures in the public right of way shall pay only the fees set forth in subsection (E) and shall not be charged additional fees under this subsection.

No definition of “fair market value” is given. Fees should be reasonable and predictable in light of the significant capital investment to bring this technology to the City. Proposed fees should be disclosed and discussed with carriers in advance of setting them. The “fair market value” basis for fees should be removed.

The new proposed language of this requirement is substantially amenable than the original draft. Co-location is important because evolving technology could allow it to be done in a way that providers are willing to incorporate. We should not remove it completely just because providers are unwilling or unable to co-locate at this time. It is important to preserve the good faith language to ensure that our priority (installation on existing structures or co-location) is maintained.

It has been suggested that we may try to come up with language for fast tracking certain types of new stealth poles but we have not had a chance to draft this.

We are not going to define fair market value in this context. The City owns a number of properties and if a provider wants to install a new facility or install on an existing structure, we will negotiate an agreement with that provider. It will likely be dependent upon the number of facilities proposed, the locations of those facilities, the current uses of the proposed locations and the demand/attractiveness of the proposed locations, and the City's aesthetic concerns. In way of example, a facility located in Wilson Park would have requirements of stealthing or camouflaging and the fair market value would be substantially higher than a location in the industrial park, which would also likely not have the same strict stealth/camo requirement.

EXHIBIT A

110.03 Small Cell Facilities and Networks

(A) Definitions: As used in § 110.03, the following terms shall have the meanings set out below:

- (1) *Administrative Review* means non-discretionary evaluation of an Application by the Zoning and Development Administrator. This process is not subject to a public hearing or conditional or special review process.
- (2) *Antenna* means communications equipment that transmits or receives electromagnetic radio signals used in the provision of telecommunications services:

- (a) *Distributed antenna system (DAS)* means a network that distributes radio frequency signals and consisting of:
 1. Remote communications or Antenna nodes deployed throughout a desired coverage area, each including at least one Antenna for transmission and reception;
 2. A high capacity signal transport medium that is connected to a central communications hub site; and
 3. Radio transceivers located at the hub's site to process or control the communications signals transmitted and received through the Antennas to provide Wireless or mobile Service within a geographic area or structure.
- (b) *Small Cell Facility* means a Telecommunications Facility that meets both of the following qualifications:
 1. Each Antenna is located inside an enclosure of no more than six (6) cubic feet in volume, or in the case of an Antenna that has exposed elements, the Antenna and all of the Antenna's exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and
 2. Primary equipment enclosures that are no larger than 17 cubic feet in volume, or facilities comprised of such higher limits as the FCC has excluded from review pursuant to 54 U.S.C. § 306108. Accessory Facilities may be located outside the primary equipment, and if so located, are not to be included in the calculation of equipment volume. Accessory Facilities includes, but is not limited to, any electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, cut-off switch and vertical cable runs for the connection of power and other services.
- (c) *Small Cell Network* means a collection of interrelated Small Cell Facilities designed to deliver wireless service.

- (3) *Applicant* means any person or entity that is engaged in the business of providing wireless services or the wireless infrastructure required for wireless services.
- (4) *Competing local exchange carrier* means a telecommunications provider that has received a certificate of public convenience and necessity from the Arkansas Public Service Commission under the authority of Ark. Code Ann. § 23-17-409 and is authorized to install equipment and operate within the public rights of way or on public or private property in the City of Fayetteville. This shall include distributed antenna systems, small cell facilities and small cell networks.
- (5) *Person* means any individual, resident, citizens, business firm, corporation, partnership, governmental agency, or institution.
- ~~(5)~~(6) *Stealth technology means systems, components and materials used in the construction of wireless communications facilities to make it compatible with the surrounding property.*
- ~~(6)~~(7) *Streets* means all streets, roads, highways, alleys, rights-of-way, public utility easements, public property, public ways and air space over such streets, roads, alleys, public rights-of-way, public utility easements, public property and public ways located within the geographic limits of the city.
- ~~(7)~~(8) *Telecommunications* means the transmission, between or among points specified by the user, of information of the user's choosing without change in the form or content of the information sent and received, whether wired or wireless.
- ~~(8)~~(9) *Telecommunications facilities or facilities* means all conduits, manholes, poles, antennas, transceivers, wires, cable (including fiber optic cable), technology, and appurtenances owned or utilized by a telecommunications provider or third party infrastructure provider and located in, under or over the streets of the city or on public or private property and utilized in the provision of telecommunications services. This includes without limit, towers of all types, and base stations, including but not limited to buildings, church steeples, water towers, signs, poles, streetlights, traffic signals, or other structures that can be used as a support structure for antennas or the functional equivalent of such. It further includes all related accessory facilities associated with the site. It is a structure and facility intended for transmitting and/or receiving, wireless services, Specialized Mobile Radio (SMR), personal communications services (PCS), commercial satellite services, microwave services, radio, television, and any commercial Wireless Service not licensed by the FCC.
- ~~(9)~~(10) *Telecommunications Provider or provider* means any person, firm, corporation, partnership or other business entity, other than the city, that provides telecommunications services within or without the geographic boundaries of the city by utilizing telecommunications facilities to provide telecommunications services. This shall include competing local exchange

Commented [PB1]: Our team recommended including a definition of stealth technology. This is the same definition that appears in Section 151.01 *Definitions* of the Unified Development Code. Camouflaging does not need to be defined because we can use the plain and ordinary dictionary definition.

carriers or businesses that install small cell facilities on behalf of telecommunications providers.

~~(+0)~~(11) *Telecommunications services or services* means any service delivering telecommunications by a telecommunications provider that the provider is authorized to provide under federal, state and local law, except that these terms do not include cable service as defined by the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, 47 U.S.C. §521 et seq., and the Telecommunications Act of 1996.

(B) Compliance with State and Federal Regulations. Applicant shall comply with all applicable state and federal regulations. Proof of compliance shall be provided upon request of the Zoning and Development Administrator. Applicant shall not be required to enter into any franchise agreement with the City.

(C) Consolidated Application. An applicant may file one consolidated application for a small cell network of up to ten (10) individual small cell facilities of a substantially similar design every seven calendar days. The City may require a separate application for any small cell facilities that are not of a substantially similar design. The form of the permit Application is located on the City's website under Small Cell Facilities and Networks.

(D) An applicant shall submit with the application all documentation or other evidence required by the Zoning and Development Administrator to sufficiently establish the structural soundness of proposed facilities.

(E) Administrative Approval of Co-Located Facilities and Facilities Located on Existing Structures. The Zoning and Development Administrator, following an Administrative Review, may approve the following facility installations:

(1) Locating on Existing Structures. Installation of facilities on an existing structure other than a tower (such as a building, light pole, electric transmission tower, water tank, or other free-standing non-residential structure) provided that the facilities do not extend any higher than the existing structure. ~~The Zoning and Development Administrator may grant a variance of up to ten (10) feet in height when such additional height is necessary for improved functionality or safety.~~

(a) Facilities Placed on Top of Buildings. When facilities extend above the roof height of a building on which it is mounted, every effort shall be made to conceal the facility within or behind existing architectural features to limit its visibility from public ways. If concealment behind existing architectural features is not possible, screening panels manufactured to match existing architectural features may be used. Facilities mounted on a roof shall be stepped back from the front façade in order to limit their impact on the building's silhouette. Screening panels, if used, shall not exceed five (5) feet in height above the existing building's roofline.

(b) Facilities Placed on Sides of Buildings. Facilities which are side-mounted on buildings shall be camouflaged (such as in a light fixture),

Commented [PB2]: Change in this subsection title to clarify the difference between co-location (two providers on the same structure) and installation on an existing structure. The City is not requiring co-location but will leave it as a priority option as technology evolves.

Commented [PB3]: This is a request from Smith Communication. Per the recommendation of the Planning Director, we established concealment behind existing architectural features will be the priority and screening panels could be a secondary option if the first is not possible.

The screening panels would be installed at the façade of the building and still limit the visibility while making less of an impact on the silhouette. This is intended to provide the applicant and staff more flexibility for design to fit within the streetscape.

shrouded, painted or constructed of materials to match the color of the building material directly behind them, and shall not extend above the roof line or extend more than ~~five-two~~ (52) feet from the façade of the building. The Zoning and Development Administrator may grant a variance of up to three (3) additional feet from the façade of a building when such additional clearance is necessary for improved functionality or safety.

- (2) Locating on Existing Tower Not Previously Approved Through §163.13 of the U.D.C. Existing towers that do not have facilities may not add such capability without securing a conditional use permit. Antennas may be replaced by similar antennas at the same height and for the same basic usage as the antennas being replaced.
- (3) Locating on Existing Towers Previously Approved Through §163.13. Additional facilities may be placed upon any tower already approved through §163.14 of the U.D.C. so long as such additional facilities would not violate any requirements of the conditional use permit or other provisions of §163.13.
- (4) Replacement of Existing Structures. If installation of facilities requires the removal and replacement of an existing structure, such as a pole, the new structure shall be considered an existing structure for the purposes of this section as long as the replacement structure is constructed of substantially similar material or is a camouflaged/stealth structure and the replacement structure is located within five (5) feet of the location of the original structure. The provisions of § 110.02(E) shall govern the standards of and procedures for construction or installation of replacement facilities within the public rights of way. The Zoning and Development Administrator may grant a variance of up to ten (10) feet in height when such additional height is necessary for improved functionality or safety.
- (5) The applicant must submit a letter of intent indicating the intent and agreement to allow co-location of facilities or installation of facilities on an existing structure.
- (6) If proposed facilities are not or cannot be adequately camouflaged, the City may require the installation of new stealth facilities.
- (7) Any disturbance of City infrastructure (such as, but not limited to, streets, sidewalks, and utilities) shall be repaired and restored by the applicant at its expense and to a condition at least as good as that existing before the work causing such disturbance was commenced.
- (8) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$250.00 for each facility co-located or installed on an existing structure in the public rights-of-way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, or does not pay franchise fees to the City pursuant to

Commented [PB4]: Verizon had requested that we allow up to five feet from the façade through a variance procedure. The original language unintentionally granted 5 feet of clearance by right. The recommended language grants 2 feet by right and an additional 3 feet through a variance.

Commented [PB5]: At AT&T's request we included language clarifying that a provider can replace an existing pole and have the replacement pole treated as an existing structure. The provider would have to follow the procedures in 110.02(E) which governs the construction standards for telecommunications facilities in the public rights of way. As an existing facility, the 10 foot height variance could be requested.

Commented [PB6]: Clarification as noted in the title of this subsection.

Commented [PB7]: Clarification as noted in the title of this subsection.

~~another agreement,~~ the Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.

(7)(9) ~~Variances. In order to receive a variance under this subsection, an applicant must show that strict enforcement would make it difficult cause undue hardship due because of to circumstances unique to the facility under consideration (e.g., topological challenges or line of sight issues) and demonstrate that the granting of the variance will be in keeping with the spirit and intent of this ordinance.~~

(F) Administrative Approval of New Facilities in Public Rights of Way. Providers proposing the construction or installation of new facilities in the public rights of way ~~(specifically excluding the replacement of existing structures)~~ shall comply with following requirements:

- (1) Construction Maintenance. The provisions of § 110.02(E), with the exception of §§ 110.02(E)(3) and (E)(10), shall govern the process of approval for the construction or installation of any new facilities within the public rights of way.
- (2) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$50.00 for each new facility located in the public right of way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, ~~or does not pay franchise fees to the City pursuant to another agreement,~~ the Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.
- (3) Height Limitations. New facilities placed by the provider in public rights of way are permitted to be a maximum height of no more than ten (10) feet above the median height of other telecommunications facilities in the block for the proposed location, but in no event taller than thirty (30) feet above grade.
- (4) Camouflaging or Stealth Technology Required. New facilities shall be designed to be camouflaged to the greatest extent possible including, but not limited to, use of compatible building materials and colors, incorporation within street lights, screening, landscaping, and placement within trees. All antenna arrays, cables, and other accessories used for providing the services shall not be obtrusive or noticeably visible. The Zoning and Development Administrator may approve the installation of a standard utility pole in areas where such installation will not degrade the streetscape but any facilities shall be camouflaged to the greatest extent possible. Camouflaging and stealth technology shall be required in all residential areas, improvement districts (including, but not limited to, the Dickson Street area and College Avenue improvement corridor), and any area in which utilities have been installed or relocated underground. Understanding that new technologies are anticipated to change the components of telecommunications facilities, the Administrator

Commented [PB8]: At the request of Cox Communications we are recommending that we recognize that providers who have a franchise through the State of Arkansas but still pay City franchise fees should be exempt.

Commented [PB9]: At the Planning Director's request, we have included a clear standard for staff to consider variance requests. This is the same standard used by the Board of Adjustment when considering variances to zoning regulations.

Commented [PB10]: Further clarification that replacement of a pole is not installation of a new facility.

Commented [PB11]: Same change as (E)(8) above.

may determine if a telecommunications facility or component of a telecommunications facility is designed to be stealth.

- (5) Fall Zone. The minimum distance from the base of any facility to any residential dwelling unit shall be the lower height or required setback, whichever is greater, unless all persons owning said residence or the land on which said residences are located consent in a signed writing to the construction of said facility. This setback is considered a "fall zone." In the event that an existing facility is proposed as a mount for the provider's equipment, a fall zone shall not be required.
- (6) ~~Distance between new facilities.~~ New facilities, excluding facilities camouflaged to fit within the streetscape (e.g., facilities incorporated within a street light), shall be spaced a minimum of five hundred feet (500') from any other new facility approved under this section.
- (7) Information Required to Process Requests for New Facilities.
 - (a) Provide a map of the geographic area that your project will serve;
 - (b) Provide a map that shows other existing ~~or planned facilities that will~~ are be used by the telecommunications provider who is making the application;
 - (c) Provide a map that shows other potential standalone locations for your facility that have been explored;
 - (d) Provide a scaled site plan containing information showing the property boundaries, proposed facility, existing land use, surrounding land uses and zoning, access road(s) location and surface material, existing and proposed structures and topography. ~~The plan shall indicate proposed landscaping, fencing, parking areas, location of any signage and specifications on proposed lighting of the facility;~~
 - (e) Describe why the proposed location is superior, from a community perspective, to other potential locations. Factors to consider in the community perspective should include: visual aspects, setbacks, and proximity of single-family residences;
 - ~~(e) ;~~
 - (f) Describe your efforts to ~~co-locate~~ install your facility on existing structures; ~~one of the poles or towers that currently exists, or is under construction.~~ The applicant should demonstrate a good faith effort to locate facilities on existing structures and/or co-locate with other carriers. The city may deny a request to construct or install a new structure by an applicant that has not demonstrated a good faith effort ~~to with respect to this requirement. provide for co-location. Such good faith effort includes:~~
 - (g) ~~A survey of all existing structures that may be feasible sites for co-locating wireless communications facilities;~~
 - (h) ~~Contact with all other telecommunications providers;~~
 - (i)(f) ~~Sharing information necessary to determine if co-location is feasible under the design configuration most accommodating to co-location; and~~

Commented [PB12]: AT&T requested that we clarify this language. The team does not think this is necessary. The original intent was to make sure new wood poles were spaced out; however, the application of this would also limit other types of poles or structures that don't fit into the streetscape. We want to encourage camouflaging and stealth technology and do not limit the spacing of those types of facilities as long as they fit within the streetscape.

Commented [PB13]: Some providers are concerned about issues with releasing confidential information about future planned facilities to the City that could negatively impact their competitive advantage. While I believe the City would not be allowed to release this if we received a Freedom of Information Act request, because of the competitive advantage exception, we understand the sensitive nature of this information and do not believe it would be necessary for staff to make its decision on applications.

Commented [PB14]: This language is from our cell tower ordinance and would not apply to the small cell facilities. We recommend removing the language. The remaining language is relevant to staff's consideration of the applications.

~~Letter from tower or pole owner stating why co-location is not feasible.~~

(g) Describe whether you will or will not accommodate equipment of other telecommunications providers that could co-locate on your facility. Describe how such accommodation will impact both your pole and your ground mounted facilities. Provide documentation of your provider's willingness or unwillingness to accommodate other providers who may be able to co-locate on your facility.

(8) Application Time Frame. A final decision shall be issued for applications for facilities under subsections (E) and (F) within 60 calendar days subject to the following:

- (a) The City shall supply written notice to the Applicant within thirty days of receipt of an Application clearly and specifically delineating any missing documents or information.
- (b) Applicant shall submit any supplemental documentation and information to the City.
- (c) City shall then have up to ten (10) calendar days to notify Applicant that the supplemental documentation or information satisfies the City's request.
- (d) Second or subsequent notices may not specify missing documents or information that were identified in the original notice of incompleteness.
- (e) This timeframe shall be tolled in cases in which the City determines that the application is incomplete. This timeframe may also be tolled by mutual agreement of the Applicant and City.

(G) New Structures on Private Property. Telecommunications providers proposing the construction or installation of new poles or towers on privately owned property in the City shall comply with the provisions of § 163.13 **Wireless Communications Facilities** and shall obtain a conditional use permit. ~~This excludes the replacement of existing structures as provided in subsection (E)(4) above.~~

(H) New Facilities on Public Property. The City of Fayetteville will actively market its own property and existing facilities as suitable co-location sites-. Applications for new facilities on public property shall be subject to the Administrative Review process. An annual lease amount should be charged according to the fair market value of the location. In cases in which the company no longer needs the facility, the city may require it to be removed. Applicants may be required to provide co-location space for city-owned facilities. For purposes of this subsection, public property shall not include any public right of way or structures in any public right of way. Small cell facilities installed in the public right of way or on structures in the public right of way shall pay only the fees set forth in subsection (E) and shall not be charged additional fees under this subsection.

(I) Appeals. An Applicant may appeal to the City Council a decision or interpretation made in the Administrative Review process by the Zoning and Development Administrator. Appeals shall follow the procedure set forth in Section 155.02 of the Unified Development Code. Pedestrian access and safety. All facilities shall be

Commented [PB15]: Nearly all carriers have indicated that they will be unwilling to co-locate their facilities with other providers. Recognizing this, we recommend removing some of the specific requirements but still requiring providers to show a good faith effort to co-locate and/or install on existing structures before they receive approval to install a new pole or structure in the right of way. This is in line with the Administration's priority to encourage co-location and installation on existing facilities and reduce the number of new poles and other structures in town.

Commented [PB16]: Clarification that replacements are not new structures.

Commented [PB17]: Clarification at AT&T's request.

installed in such a manner not to impede, restrict, or adversely impact pedestrian or vehicular safety or convenience, or violate any provision of the Americans with Disabilities Act.

- (J) Emergency removal or relocation of facilities. The City retains the right to cut or move any facility located within its rights-of-way as the City, in its sole discretion, may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. City shall notify the provider after cutting or removing any facility within its rights-of-way. If circumstances permit, the City shall notify the provider in advance of any cutting or removal and give the provider an opportunity to move its own facilities.

Updated 10-14-17

Section Text	A 2 b (2) Primary equipment enclosures that are no larger than 17 cubic feet in volume, or facilities comprised of such higher limits as the FCC has excluded from review pursuant to 54 U.S.C. § 306108. Accessory Facilities may be located outside the primary equipment, and if so located, are not to be included in the calculation of equipment volume. Accessory Facilities includes, but is not limited to, any electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.	A 6 (6) Stealth technology means systems, components, and materials used in the construction of wireless communications facilities to make it compatible with the surrounding property.	E 1 (1) Locating on Existing Structures. Installation of facilities on an existing structure other than a tower (such as a building, light pole, electric transmission tower, water tank, or other free-standing non-residential structure), provided that the facilities do not extend any higher than 10 feet above the existing structure. The Zoning and Development Administrator may grant a variance of up to an additional ten (10) feet in height when such additional height is necessary for improved functionality or safety.	E 1 a (a) Facilities Placed on Top of Buildings. When facilities extend above the roof height of a building on which it is mounted, every effort shall be made to conceal the facility within or behind existing architectural features to limit its visibility from public ways. If concealment behind existing architectural features is not possible, screening panels manufactured to match existing architectural features may be used. Facilities mounted on a roof shall be stepped back from the front façade to the extent practicable in order to limit their impact on the building's silhouette. Screening panels, if used, shall not exceed five (5) feet in height above the existing building's roofline.
Provider Comments	Suggest dimensions consistent with the dozen statewide small cell bills passed within the last year. Suggest: “Small Wireless Facility” means a Wireless Facility that meets both of the following qualifications: (i) each Wireless Provider’s Antenna could fit within an enclosure of no more than six cubic feet in volume; and (ii) all other wireless equipment associated with the Wireless Facility, whether ground- or pole-mounted, is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, vertical cable runs for the connection of power and other services.	Some providers have concerns with the interpretation of the stealth and camouflaging provisions and the potential increased cost it may impose for compliance and are concerned these stealth requirements could be applied arbitrarily and may be disparately treating wireless infrastructure in streetscapes that are otherwise dominated by utility poles and other apparatuses that are not subject to similar stealth requirements. In addition, some have indicated that high-cost stealth requirements may drive up the cost of small cell installations by 30-50%, which will impede our ability to invest elsewhere.	Not allowing facilities to extend any higher than the existing pole limits options for deployment – e.g., it would preclude deployments of canisters on top of poles. We recommend revising to allow for some additional height by right, with a provision for an additional increase based on a variance request. One provider requested that height limits be permitted up to forty-five (45) feet in residential zones and fifty-six (56) feet in all other zones (with the ability to allow an additional ten (10) feet).	In general, understood the limitations imposed by this provision, but have concerns as drafted it may not reflect technical realities and/or does not have sufficient flexibility that can be found on roof tops city-wide.

City Notes

We have seen a range from 17 to 28 cubic feet. Some cities/states allow some kind of variance. The Council could consider granting a variance up to 28 cubic feet.	Our team recommended including a definition of stealth technology. This is the same definition that appears in Section 151.01 Definitions of the Unified Development Code. Camouflaging does not need to be defined because we can use the plain and ordinary dictionary definition. We realize the stealth requirement may increase cost, but we feel the cost is justified to preserve the aesthetics for our community. We have recognized this additional cost to providers by lowering the annual fee charged for these stealth facilities.	If we are going to give the provider an attachment of 5 feet by right on an existing pole then we would limit the overall height of an attachment to 10 feet in total.	This is a request from Smith Communication. Per the recommendation of the Planning Director, we established concealment behind existing architectural features will be the priority and screening panels could be a secondary option if the first is not possible. The screening panels would be installed at the façade of the building and still limit the visibility while making less of an impact on the silhouette. This is intended to provide the applicant and staff more flexibility for design to fit within the streetscape.
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E 4

(4) Replacement of Existing Structures . If installation of facilities requires the removal and replacement of an existing structure, such as a pole, the new structure shall be considered an existing structure for the purposes of this section as long as the replacement structure is constructed of substantially similar material or is a camouflaged/stealth structure and the replacement structure is located within five (5) feet of the location of the original structure. The provisions of § 110.02(E) shall govern the standards of and procedures for construction or installation of replacement facilities within the public rights of way. The Zoning and Development Administrator may grant a variance of up to ten (10) feet in height when such additional height is necessary for improved functionality or safety.

AT&T was originally concerned that a replacement of an existing structure would be treated like a new pole (stealth requirement and 30 ft. height limit).

E 8

(8) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$250.00 for each facility co-located or installed on an existing structure in the public rights-of-way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, or does not pay franchise fees to the City pursuant to another agreement, the Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.

The annual fee for a co-location should be \$50.00 instead of \$250.00. Since the city reduced the charge for new facilities in (F)(2), the fee for co-locations (where there are existing facilities) should be the same — there is no basis for a distinction. Further, the requirement to provide four pairs of dark fiber must be removed as the City will already be compensated, and provision of fiber for free is an unjustified additional cost and compensation, and without legal basis. The fiber provision is problematic and should be removed.

E 9

(9) Variances. In order to receive a variance under this subsection, an applicant must show that strict enforcement would make it difficult because of circumstances unique to the facility under consideration (e.g., topological challenges or line of sight issues) and demonstrate that the granting of the variance will be in keeping with the spirit and intent of this ordinance.

This seems like a strict standard.

F 2

(2) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$50.00 for each new facility located in the public right of way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, or does not pay franchise fees to the City pursuant to another agreement, the Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.

This provision should be consistent with (E)(8). The requirement here to provide four pairs of dark fiber must be removed as the City will already be compensated, and provision of fiber for free is an unjustified additional cost and compensation, and without legal basis.

At AT&T’s request we included language clarifying that a provider can replace an existing pole and have the replacement pole treated as an existing structure. The provider would have to follow the procedures in 110.02(E) which governs the construction standards for telecommunications facilities in the public rights of way. As an existing structure, the 10 foot height variance could be requested.We are trying to encourage locating on existing structures and have included this language to allow pole replacements to be of substantially similar materials. Because of the height limitation on existing structures, this will discourage new facilities in the ROW.

Little Rock ordinance included the fiber request for non-franchise holders. Our fee structure recognizes the value of the use of existing city structures in the public ROW. As we mentioned in the previous presentation, fees are variable but can run as high as several thousand dollars per pole per year. This is a more equitable system and goes back to the fact that existing franchise holders are going to be paying: 1) the standard 4% franchise taxes; and 2) the annual fees for small cell facilities. New providers who do not have to pay the 4% franchise tax will be placed on a more even field by providing fiber rather than entering into a separate franchise agreement for laying the fiber within the public ROW.

The revised language is much more amenable than the original; it is clear and can be applied equitably by staff. The phrase "strict enforcement" is good language and will ensure that the standard is applied equally to all applicants.

The lower fee for new facilities recognizes that the provider is bearing the cost of installing the new facility.

F 3 (3) Height Limitations. New facilities placed by the provider in public rights of way are permitted to be a maximum height of no more than ten (10) feet above the median height of other telecommunications facilities in the block for the proposed location, but in no event taller than thirty (30) feet above grade.	F 5 (5) Fall Zone. The minimum distance from the base of any facility to any residential dwelling unit shall be the lower height or required setback, whichever is greater, unless all persons owning said residence or the land on which said residences are located consent in a signed writing to the construction of said facility. This setback is considered a "fall zone." In the event that an existing facility is proposed as a mount for the provider's equipment, a fall zone shall not be required.	F 6 (6) Distance between new facilities. New facilities, excluding facilities camouflaged to fit within the streetscape (e.g., facilities incorporated within a street light), shall be spaced a minimum of five hundred feet (500') from any other new facility approved under this section.	F 7 c (c) Provide a map that shows other potential stand-alone locations for your facility that have been explored;
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Same concerns as in (E)(1)	Many facilities will be on poles in rights-of-way. We understand that, by the final sentence, no landowner approval is required for an existing facility. Landowner approval should not be required for any new facility either. The facility will be in the City's right-of-way and, as such, the City's approval (as the right-of-way owner) should be sufficient. Requiring landowner approval will be an added expense and will also add significant time delays to the deployment process, which would be inconsistent with the intent of the ordinance to promote the efficient deployment of small cell facilities.	Arbitrary separation distances have unintended consequences. Placing restrictions on the placement of poles carries the very real possibility of creating areas of inadequate wireless coverage in Fayetteville. Furthermore, it is important to note that there may be areas in Fayetteville requiring additional wireless capacity where there are no poles or the existing poles are inadequate. Wireless communications in those areas, including emergency communications, may be at risk.	Concerns about providing a map. Confidential, that site may be explored at a later date. Or, if the original site fails may look to move to that location. The proposed site has already been invested in, money spent on surveys, construction drawings, RF analysis.
----------------------------	--	---	--

This height limitation for new facilities is to encourage co-location/installation on existin facilities and discourage the placement of new facilities in the public ROW.

This is simply a safety issue as well as an aesthetic issu. Only applies to new facilities. A property owner would likely have concerns that a new facility pole should be far enough that it won't fall on any structures and there may also be some aesthetic concerns, particularly with structures in a build-to zone, that a provider could install a new facility just feet from a property owner's windows, door, patio, etc.

500 feet was included in several examples we reviewed. We reduced this number if a stealth pole was used, intent was to provide incentive to install integrated poles instead of utilizing existing.

It is reasonable to ask, from both safety and aesthetic points of view, which other locations in that limited area would be appropriate for the facility being proposed. Staff may be able to help the applicant identify more appropriate locations.

F 7 f

(f) Describe your efforts to install your facility on existing structures. The applicant should demonstrate a good faith effort to locate facilities on existing structures and/or co-locate with other carriers. The city may deny a request to construct or install a new structure by an applicant that has not demonstrated a good faith effort to with respect to this requirement.

No technology to collocate on new poles. If/when technology is produced, it will likely require all new technology which would require a replacement of the pole.

F 8

(8) Application Time Frame. A final decision shall be issued for applications for facilities under subsections (E) and (F) within 60 calendar days subject to the following:

(a) The City shall supply written notice to the Applicant within 30 days of receipt of an application clearly and specifically delineating any missing documents or information.

(b) Applicant shall submit any supplemental documentation and information to the City.

(c) City shall then have up to ten (10) calendar days to notify Applicant that the supplemental documentation or information satisfies the City’s request.

(d) Second or subsequent notices may not specify missing documents or information that were identified in the original notice of incompleteness.

(e) This timeframe shall be tolled in cases in which the City determines that the application is incomplete. This timeframe may also be tolled by mutual agreement of the Applicant and City.

H

(H) New Facilities on Public Property. The City of Fayetteville will actively market its own property and existing facilities as suitable co-location sites.

—Applications for new facilities on public property shall be subject to the Administrative Review process. An annual lease amount should be charged according to the fair market value of the location. In cases in which the company no longer needs the facility, the city may require it to be removed. Applicants may be required to provide co-location space for city-owned facilities. For purposes of this subsection, public property shall not include any public right of way or structures in any public right of way. Small cell facilities installed in the public right of way or on structures in the public right of way shall pay only the fees set forth in subsection (E) and shall not be charged additional fees under this subsection.

No definition of “fair market value” is given. Fees should be reasonable and predictable in light of the significant capital investment to bring this technology to the City. Proposed fees should be disclosed and discussed with carriers in advance of setting them. The “fair market value” basis for fees should be removed.

The new proposed language of this requirement is substantially amenable than the original draft. Co-location is important because evolving technology could allow it to be done in a way that providers are willing to incorporate. We should not remove it completely just because providers are unwilling or unable to co-locate at this time. It is important to preserve the good faith language to ensure that our priority (installation on existing structures or co-location) is maintained.

It has been suggested that we may try to come up with language for fast tracking certain types of new stealth poles but we have not had a chance to draft this.

We are not going to define fair market value in this context. The City owns a number of properties and if a provider wants to install a new facility or install on an existing structure, we will negotiate an agreement with that provider. It will likely be dependent upon the number of facilities proposed, the locations of those facilities, the current uses of the proposed locations and the demand/attractiveness of the proposed locations, and the City's aesthetic concerns. In way of example, a facility located in Wilson Park would have requirements of stealthing or camouflaging and the fair market value would be substantially higher than a location in the industrial park, which would also likely not have the same strict stealth/camo requirement.



Small Cells

Presentation to the City of Fayetteville, October 2017

Enhancing our network to meet consumer demand today while preparing for the technologies and innovations of tomorrow.

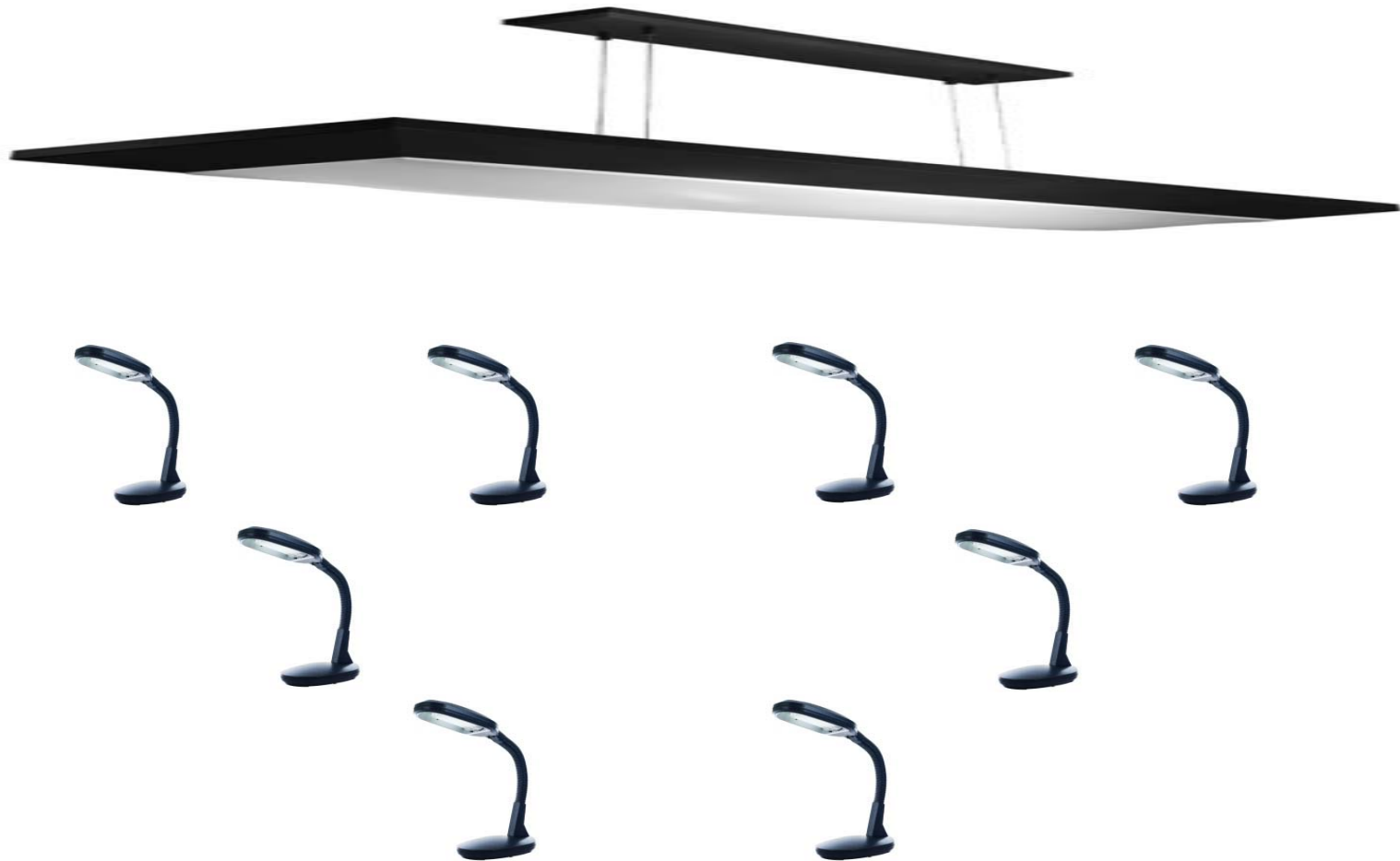
Cathy Foraker – AT&T Arkansas



Andy Slater – Verizon Arkansas



What does a small cell do?



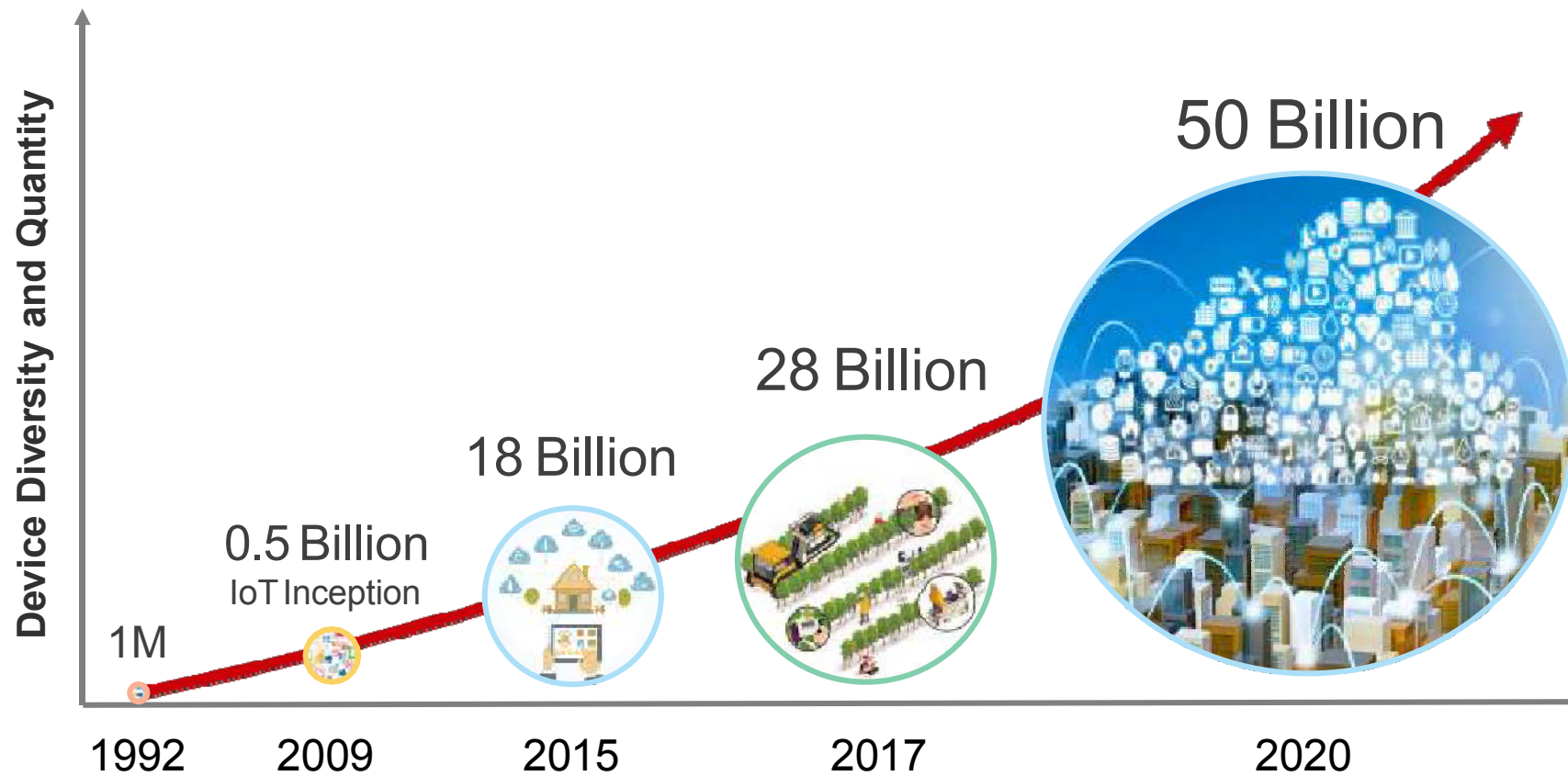
Examples of small cells deployed in our communities



Why Small Cell Facilities?

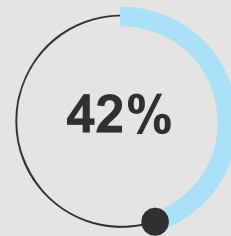
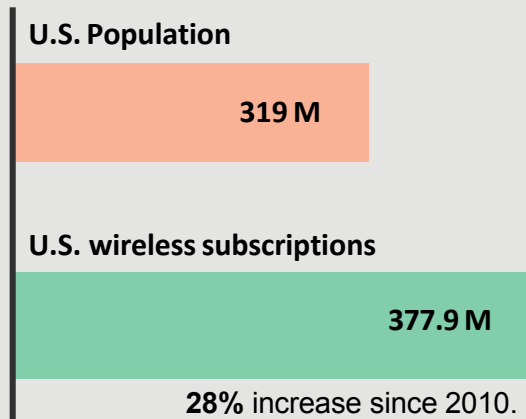
- Fayetteville's leaders are visionary and want to provide the very best of everything for all citizens – including enhanced wireless services vital to a growing, vibrant economy.
- Unlike other major infrastructure projects that use taxpayer monies, wireless providers will invest tens of millions of dollars in the Fayetteville area to build the newest, fastest networks.
- Small cell technologies will provide immediate relief to consumers in congested areas while laying the foundation for 5G services, expected to begin deployment in 2020.
- 5G is the future, and will have the capacity to enable future transportation network innovations and more efficient and reliable services to all citizens.

Future Device Explosion!

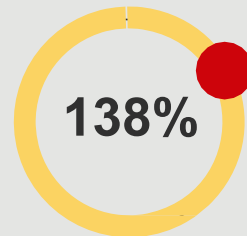


Why is wireless use growing so fast?

Consider these statistics:



In the United States, mobile data traffic from 2015 to 2020 will grow at a **compound annual growth rate** of 42%.



Data traffic increased from 2015 to 2016 at a rate of 138% to **9.6 trillion megabytes**.

Those numbers will continue to grow as more people use smartphones to keep up with breaking news, learn about community events, share photos, and much more.

(Fortune, Tech Wireless Wireless Subscribers Used 10 Trillion Megabytes of Data Last Year, May 23, 2016)
(CTIA, 2015 Annual Wireless Industry Survey, May 2016)
(Fortune, May 23, 2016)
(Cisco, VNI Mobile Forecast Highlights 2015-2020)

Staying ahead of demand.

A wireless network is like a highway system...



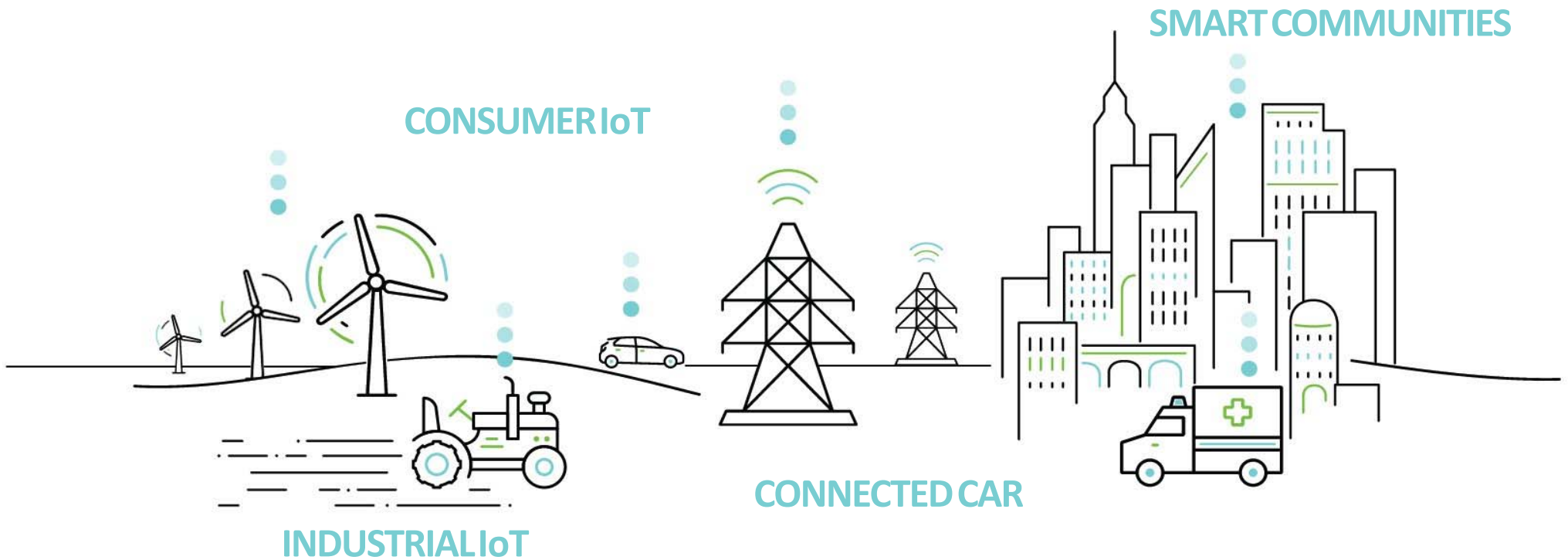
More wireless traffic needs more wireless facilities just like more vehicle traffic needs more lanes.

- Many wireless users share each cell site and congestion may result when too many try to use it at the same time.
- Wireless coverage may already exist in an area, but with data usage growth increasing exponentially each year, more capacity is needed.
- To meet capacity demands, we need to add more wireless antennas closer to users and closer to other cell sites to provide the reliable service customers have come to expect from Verizon.

In the US, mobile data traffic was 1.3 Exabytes per month in 2016, the equivalent of 334 million DVDs each month or 3,687 million text messages each second.*

*Cisco VNI Mobile Forecast Highlights, 2016-2021, February 2017

5G Connecting Everything



Different locations require different solutions.

Balanced approach to engineering the best possible network given the local community's needs.

Traditional, or macro cell sites, are most often the best choice for meeting coverage and capacity needs. Macro sites are traditional cell sites or towers that provide coverage to a broad area, up to several miles.



Small cells are just like the name implies – short range cell sites used to complement macro cell towers in a smaller geographic area ranging from a few hundred feet to upwards of 1,000 feet. These lower power antennas enhance capacity in high traffic areas, dense urban areas, suburban neighborhoods, and more. Small cells use small radios and a single antenna placed on existing structures including utility poles and street lights.

Local officials can facilitate the deployment of small cells to bring their citizens enhanced coverage and capacity, while helping to prepare our network to accommodate future technologies in their city by:

Providing a streamlined process:

- Consistent, non-discriminatory approval standards
- Reasonable non-discriminatory rates, commensurate with the cost to facilitate processing applications; and for pole attachment rates consistent with FCC standards
- Flexibility in spacing requirements and height standards allowing the city to address topography issues



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0564

Agenda Date: 11/7/2017

Version: 1

Status: Second Reading

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: B. 2

RZN 17-5925: (820 S. GOVERNMENT AVE./BARNES):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5925 FOR APPROXIMATELY 1.73 ACRES LOCATED AT 820 SOUTH GOVERNMENT AVENUE FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE, MSC, MAIN STREET CENTER, AND I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL TO I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL

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, MSC, Main Street Center, and I-1, Heavy Commercial & Light Industrial to I-1, Heavy Commercial & Light Industrial.

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

2017-0564

Legistar File ID

10/17/2017

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

Andrew Garner

9/29/2017

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 17-5925: Rezone (820 S. GOVERNMENT AVE./BARNES, 562): Submitted by BOB BARNES for property at 820 S. GOVERNMENT AVE. The property is zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE, MSC, MAIN STREET CENTER, AND I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL and contains approximately 1.73 acres. The request is to rezone the property to I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL.

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 OCTOBER 17, 2017

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, Planning Director

FROM: Jonathan Curth, Senior Planner

DATE: September 29, 2017

SUBJECT: RZN 17-5925: Rezone (820 S. GOVERNMENT AVE./BARNES, 562): Submitted by BOB BARNES for property at 820 S. GOVERNMENT AVE. The property is zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE, MSC, MAIN STREET CENTER, AND I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL and contains approximately 1.73 acres. The request is to rezone the property to I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL.

RECOMMENDATION:

The City Planning staff and Planning Commission recommend approval of an ordinance to rezone the subject property to I-1, Heavy Commercial and Light Industrial, as shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is located on the east side of South Government Avenue, between Martin Luther King Boulevard to the north and National Street to the south. The property is currently split zoned three ways: MSC, Main Street/Center on the northern half, RMF-24, Residential Multi-family, 24 Units per Acre on the southern half, and a sliver of I-1, Heavy Commercial and Light Industrial, along the southeastern property line. Although the property has been developed since the 1920s, it was not annexed in to Fayetteville until 1946. Based on Washington County records and historical aerial imagery of the site since annexation, the property has been consistently used for industrial, warehousing, or transportation uses. This has continued despite the property being subject to an area-wide rezoning to a multi-family designation in the 1970s and a second rezoning to a form-based district during the Downtown Master Plan in 2006.

Request: The request is to rezone the property from RMF-24, Residential Multi-family, 24 Units per Acre, MSC, Main Street/Center, and I-1, Heavy Commercial and Light Industrial, to I-1, Heavy Commercial and Light Industrial. The applicant has operated a trucking business on this site since 1978 and it is permitted to remain as a nonconforming use. In order to improve the property a rezoning is necessary to bring the existing use in to compliance with the zoning code.

Land Use Compatibility: Historically, South Government Avenue and properties near the current rezoning request have been industrial in use and appearance. Through the decades, the area has seen redevelopment and transition from an area of manufacturing, shipping, and warehousing

to include a more diverse mixture of uses. Today, land uses in proximity to the subject property include a church within a former hardwood sales building, several warehouses repurposed by the University of Arkansas for arts department facilities, a recently-constructed multi-family development, the Farmers' Co-op, and some lower-density residential housing.

These varying land uses make assessing compatibility with the rezoning request challenging, but staff feels that the limited land area of the property can act as its own constraint on the intensity of any development, thereby limiting adverse impacts. Given this, coupled with the many years of ongoing industrial activity at the subject property's location without documented issues, staff finds that continued use or development under the permitted uses of the I-1 zoning district will be generally compatible with the wide spectrum of existing industrial, commercial, and residential development. Furthermore, a recent amendment to the City's industrial zoning districts allows restaurant and retail activities as permitted uses.

Land Use Plan Analysis: As with determining land use compatibility, and given the subject property's dual Future Land Use Map designations of City Neighborhood Area and Complete Neighborhood Plan, assessing land use plan compatibility for the current rezoning request is difficult. While the City Neighborhood Area designation does not preclude development of heavy commercial or light industrial uses, it clearly advocates for a varying mix of nonresidential and residential uses, which the I-1 zoning district does not permit.

Despite this, not all properties within the City Neighborhood Area designation must accommodate a mix of uses, and in some instances, can promote employment opportunities adjacent to residential areas in a manner that reduces the number of vehicle trips while also taking advantage of a connecting transportation corridor. This is supported by the Downtown Master Plan when addressing the Mill District, which is loosely defined to include the properties near Martin Luther King Boulevard, between Government Avenue in the West and School Avenue in the East. The Downtown Master Plan calls for the encouragement of existing industrial uses to remain in the Mill District to provide a different type of jobs than those in the core. Given these findings, staff contends that the proposed rezoning meets the intent of City Plan 2030 and the Downtown Master Plan.

DISCUSSION:

On September 25, 2017, the Planning Commission forwarded the proposal to City Council with a recommendation for approval passed by a vote of 6-2-0. Commissioners Brown and Niederman voted 'no'.

BUDGET/STAFF IMPACT:

N/A

Attachments:

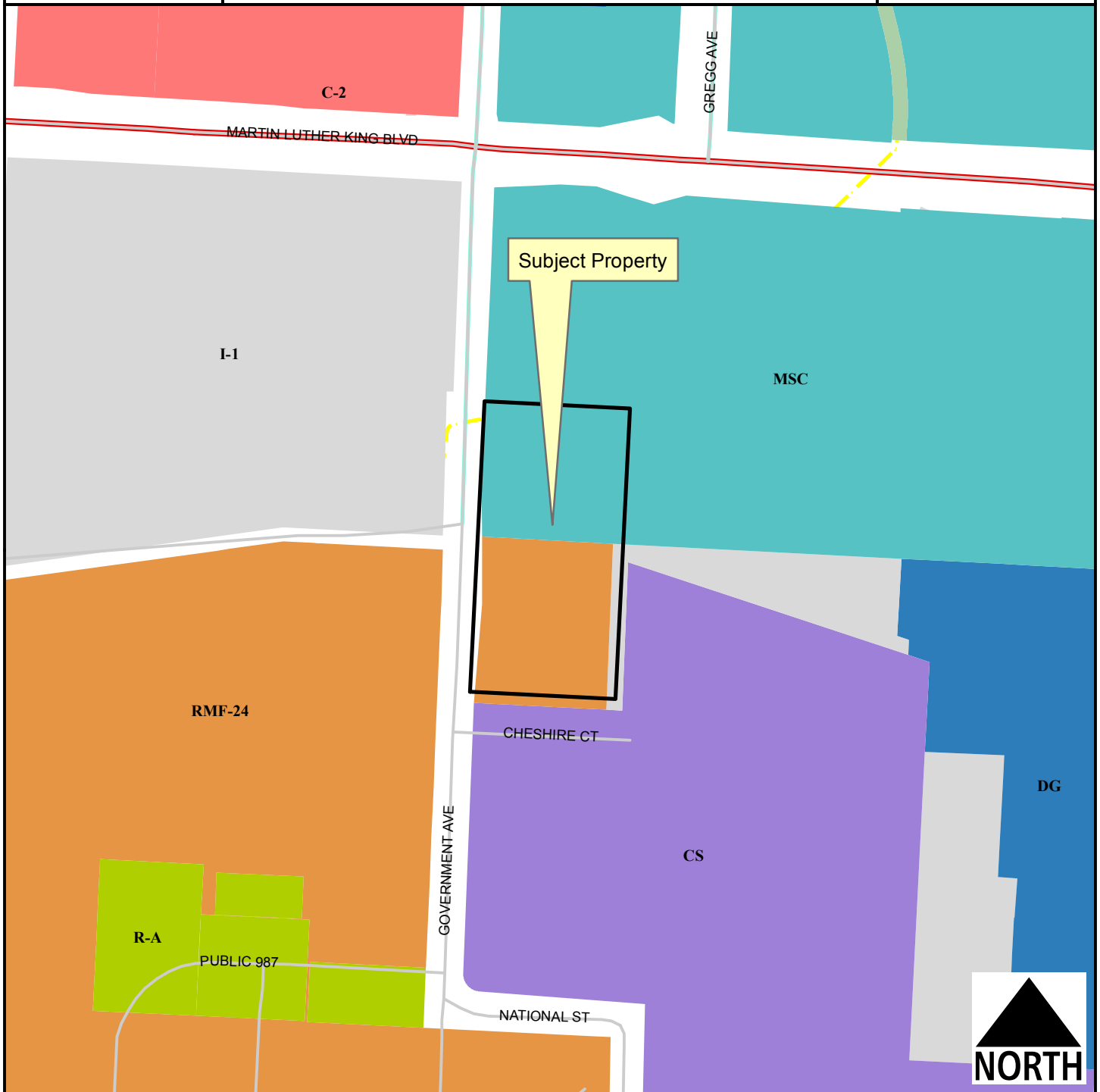
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

RZN17-5925

BARNES

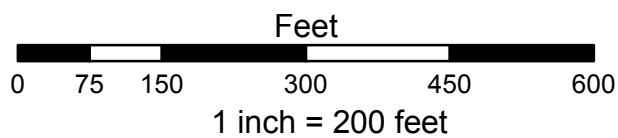
**17-5925
EXHIBIT 'A'**

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
- C-2
- Main Street Center
- Downtown General
- Community Services
- P-1

17-5925

EXHIBIT 'B'

Part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NE 1/4) and part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 21, in Township 16 North of Range 30 Thirty West of the Fifth Principal Meridian, and being more particularly described as follows, to-wit: Beginning at a

point on the East line of Government Avenue (Cemetery Street) at an iron stake, said point being 50 feet West and 574 feet South of the North West corner of Lot 14 in Block 23 of Ferguson's Addition to the City of Fayetteville, Arkansas, as per the recorded plat thereof, and running thence East 200 feet; thence North 400 feet; thence West 200 feet to a point on E. Government Ave.; thence South along East line of Government Ave. 400 feet to the point of beginning.

And a quit claim interest in and to all land lying immediately north of the above-described real property and south of the center line of the industrial lead (north tract) of the main tract of the St. Louis and San Francisco Railroad.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

5925

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

562

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):

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

Name: Bob Barnes

Name: _____

Address: PO Box 988
FARMINGTON AR 72730

Address: _____

E-mail: rbarnestruking@gmail.com

E-mail: _____

Phone: (479) 521-3510

Phone: () _____

() 263-6600

() _____

Fax: (479) 521-8588

Fax: () _____

Site Address / Location: 820 S. GOVERNMENT AVE

Current Zoning District: RMF 24

Requested Zoning District: I-1

Assessor's Parcel Number(s) for subject property: 765- 14937-000

1.73 ac

FINANCIAL INTERESTS

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

BARNES FAMILY TRUST

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): Bob Barnes Date: 8-16-17
Signature: Bob Barnes

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): Bob Barnes Address: PO Box 988
Signature: Bob Barnes FARMINGTON, AR 72720
Date: 8-16-17 Phone: (479) 524-3510

Name (printed): Steve Barnes Address: PO Box 751
Signature: Steve Barnes FARMINGTON, AR 72720
Date: 8-16-17 Phone: (479) 790-0587

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: September 25, 2017 (Updated with Planning Commission Results)

SUBJECT: **RZN 17-5925: Rezone (820 S. GOVERNMENT AVE./BARNES, 562):**
Submitted by BOB BARNES for property at 820 S. GOVERNMENT AVE. The property is zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE, MSC, MAIN STREET CENTER, AND I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL and contains approximately 1.73 acres. The request is to rezone the property to I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL.

RECOMMENDATION:

Staff recommends forwarding **RZN 17-5925** to the City Council with a recommendation for approval based upon the findings herein.

BACKGROUND:

The subject property is located on the east side of South Government Avenue, between Martin Luther King Boulevard to the north and National Street to the south. The property is currently split zoned three ways: MSC, Main Street/Center on the northern half, RMF-24, Residential Multi-family, 24 Units per Acre on the southern half, and a sliver of I-1, Heavy Commercial and Light Industrial, along the southeastern property line. Although the property has been developed since the 1920s, it was not annexed in to Fayetteville until 1946. Based on Washington County records and historical aerial imagery of the site since annexation, the property has been consistently used for industrial, warehousing, or transportation uses. This has continued despite the property being subject to an area-wide rezoning to a multi-family designation in the 1970s and a second rezoning to a form-based district during the Downtown Master Plan in 2006. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Church	MSC, Main Street/Center
South	Multi-family Residential	CS, Commercial Services
East	Farmers' Cooperative; Undeveloped (Riparian Corridor) Parking Lot	MSC, Main Street/Center; I-1, Heavy Commercial and Light Industrial; CS, Community Services
West	University of Arkansas Property; Single-family Residential	I-1, Heavy Commercial and Light Industrial; RMF-24, Residential Multi-family, 24 Units per Acre

Request: The request is to rezone the property from RMF-24, Residential Multi-family, 24 Units per Acre, MSC, Main Street/Center, and I-1, Heavy Commercial and Light Industrial, to I-1, Heavy Commercial and Light Industrial. The applicant has operated a trucking business on this site since 1978 and it is permitted to remain as a nonconforming use. In order to improve the property a rezoning is necessary to bring the existing use in to compliance with the zoning code.

Public Comment: Staff has received no public comment.

INFRASTRUCTURE:

Streets: The subject property has access to South Government Avenue, which has a dual classification of ST 45 along the frontage zoned MSC and Local Street along the frontage zoned RMF-24. Any street improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to this property. There is an existing 12-inch water main within the Government Avenue right-of-way.

Sewer: Sanitary Sewer is available to this property. There is an existing 8-inch sewer line within the Government Avenue right-of-way.

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. The Tanglewood Branch stream runs north-south just offsite to the east of this property. No portions of these parcels 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 2025 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood Area** and **Complete Neighborhood Plan** in association with the Downtown Master Plan.*

City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. The designation supports the widest spectrum of uses and encourages density of all housing types, from single-family to multi-family. Non-residential uses range in size, variety, and intensity from grocery stores and offices to churches and are typically located on corners and along connecting corridors. The Street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

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: **In staff's opinion the rezoning of the subject properties is compatible with the surrounding land uses and adopted land use plans and policies.**

Land Use Compatibility: Historically, South Government Avenue and properties near the current rezoning request have been industrial in use and appearance. Through the decades, the area has seen redevelopment and transition from an area of manufacturing, shipping, and warehousing to include a more diverse mixture of uses. Today, land uses in proximity to the subject property include a church within a former hardwood sales building, several warehouses repurposed by the University of Arkansas for arts department facilities, a recently-constructed multi-family development, the Farmers' Co-op, and some lower-density residential housing.

These varying land uses make assessing compatibility with the rezoning request challenging, but staff feels that the limited land area of the property can act as its own constraint on the intensity of any development, thereby limiting adverse impacts. Given this, coupled with the many years of ongoing industrial activity at the subject property's location without documented issues, staff finds that continued use or development under the permitted uses of the I-1 zoning district will be generally compatible with the wide spectrum of existing industrial, commercial, and residential development. Furthermore, a recent amendment to the City's industrial zoning districts allows restaurant and retail activities as permitted uses.

Land Use Plan Analysis: As with determining land use compatibility, and given the subject property's dual Future Land Use Map designations of City Neighborhood Area and Complete Neighborhood Plan, assessing land use plan compatibility for the current rezoning request is difficult. While the City Neighborhood Area designation does not preclude development of heavy commercial or light industrial uses, it clearly advocates for a varying mix of nonresidential and residential uses, which the I-1 zoning district does not permit.

Despite this, not all properties within the City Neighborhood Area designation must accommodate a mix of uses, and in some instances, can promote employment opportunities adjacent to residential areas in a manner that reduces the number of vehicle trips while also taking advantage of a connecting transportation corridor. This is supported by the Downtown Master Plan when addressing the Mill District, which is loosely defined to include the properties near Martin Luther King Boulevard, between Government Avenue in the West and School Avenue in the East. The Downtown Master Plan calls for the encouragement of existing industrial uses to remain in the Mill District to provide a different type of jobs than those in the core. Given these findings, staff contends that the proposed rezoning meets the intent of City Plan 2030 and the Downtown Master Plan.

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

Finding: The proposed rezoning is justified at this time, as it will allow development that is consistent with the land uses on the property and in the area that have been ongoing for decades. The subject property's current split-zoned condition is the result of two City-initiated rezonings: the first in the 1970s

to RMF-24 and the second in 2006 to MSC. Taken in combination, these two rezonings have rendered the existing activity on the property nonconforming, with no ability to expand the business or any existing structures.

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

Finding: Rezoning the property to I-1 and R-A will not likely increase traffic danger or appreciably increase congestion at this location. While South Government Avenue is classified as a Local Street, Martin Luther King Boulevard/State Highway 180 is easily accessed to the north and is classified as a Principal Arterial. Proposed curb cuts, improvements to Government Avenue, and off-site improvements will be evaluated at the time of development.

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: Rezoning the property to I-1 will not increase the potential for greater population density. The I-1, Heavy Commercial and Light Industrial zoning district does not allow standalone residential uses by right. Given the location of the property near the fully-improved Martin Luther King Boulevard, with access to public street, water, and sanitary sewer, the rezoning request should not undesirably increase the load on services. 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 17-5925** to City Council with a recommendation for approval based on the findings discussed throughout this report.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>September 25, 2017</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: Quinlan	Second: Hoffman	Vote: 6-2-0, Brown and Niederman voted 'no'			
CITY COUNCIL ACTION:		Required	<u>YES</u>		
Date: Oct.17 (tentative)	☐ Approved	☐ Denied			

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - o §161.16, RMF-24, Residential Multi-family, 24 Units per Acre
 - o §161.27, MSC, Main Street/Center
 - o §161.30, I-1, Heavy Commercial and Light Industrial
- Request Letter
- Downtown Master Plan - Illustrative Map
- Downtown Master Plan – Previous Zoning Designations
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.16 - 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 (3) and four (4) family dwellings
Unit 26	Multi-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 11	Manufactured home park
Unit 12a	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
-------------------	-------------------

(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*
-------------------------	----------------

*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; Ord. No. [5921](#), §1, 11-1-16; Ord. No. [5945](#), §§ 5, 8, 9, 1-17-17)

161.27 - Main Street/Center

(A) *Purpose.* A greater range of uses is expected and encouraged in the Main Street/Center. The Center is more spatially compact and is more likely to have some attached buildings than Downtown General or Neighborhood Conservation. Multi-story buildings in the Center are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the Main Street/Center. The Center is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production

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

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls

Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density* . None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum*.

Dwelling (all unit types)	18 feet
---------------------------	---------

(2) *Lot Area Minimum*. None.

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage*. 75% of lot width.

(G) *Building Height Regulations*.

Building Height Maximum	56/84 feet*
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*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of 84 feet.

(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5042, 8-07-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. [5800](#), § 1(Exh. A), 10-6-15; Ord. No. [5921](#), §1, 11-1-16; Ord. No. [5945](#), §§ 5, 7—9, 1-17-17)

161.30 - District I-1, Heavy Commercial And Light Industrial

(A) *Purpose.* The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The Light Industrial District is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 6	Agriculture
Unit 13	Eating places
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 25	Offices, studios and related services
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks
Unit 42	Clean technologies

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units

Unit 43	Animal boarding and training
---------	------------------------------

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front, when adjoining A or R districts	50 feet
Front, when adjoining C, I, or P districts	25 feet
Side, when adjoining A or R districts	50 feet
Side, when adjoining C, I, or P districts	10 feet
Rear	25 feet

(F) *Height Regulations.* There shall be no maximum height limits in I-1 District, provided, however, that any building which exceeds the height of 25 feet shall be set back from any boundary line of any residential district a distance of 1 foot for each foot of height in excess of 25 feet.

(G) *Building Area.* None.

(Code 1965, App. A., Art. 5(VIII); Ord. No. 2351, 6-2-77; Ord. No. 2430, 3-21-78; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.039; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4992, 3-06-07; Ord. No. 5028, 6-19-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5353, 9-7-10; Ord. No. 5472; 12-20-11; Ord. No. [5800](#), § 1(Exh. A), 10-6

RD BARNES TRUCKING, LLC

PO Box 988
Farmington, AR 72730
479.521.3511
479.521.8588 FAX
rdbarnestrucking@gmail.com

RZN 17-5925

Request Letter

August 16, 2017

Mr. Harry Davis
Planner
City of Fayetteville
125 W. Mountain St.
Fayetteville, AR 72701

Mr. Davis,

I want to thank you and Mr. Gardner for your advice on our property located on South Government Avenue in Fayetteville. I have enclosed the rezoning application and fees with this letter.

Please accept this letter as response to page 3, section 5 of the rezoning outline.

The subject property is owned by the Barnes Family Trust since 1977. No sale of the property is pending or planned. Rezoning is requested to allow the installation of a canopy, or covered carport, to obtain a shaded and dry outdoor working area. We may also consider erection a warehouse building similar to the one currently on the site, to allow a year round work area.

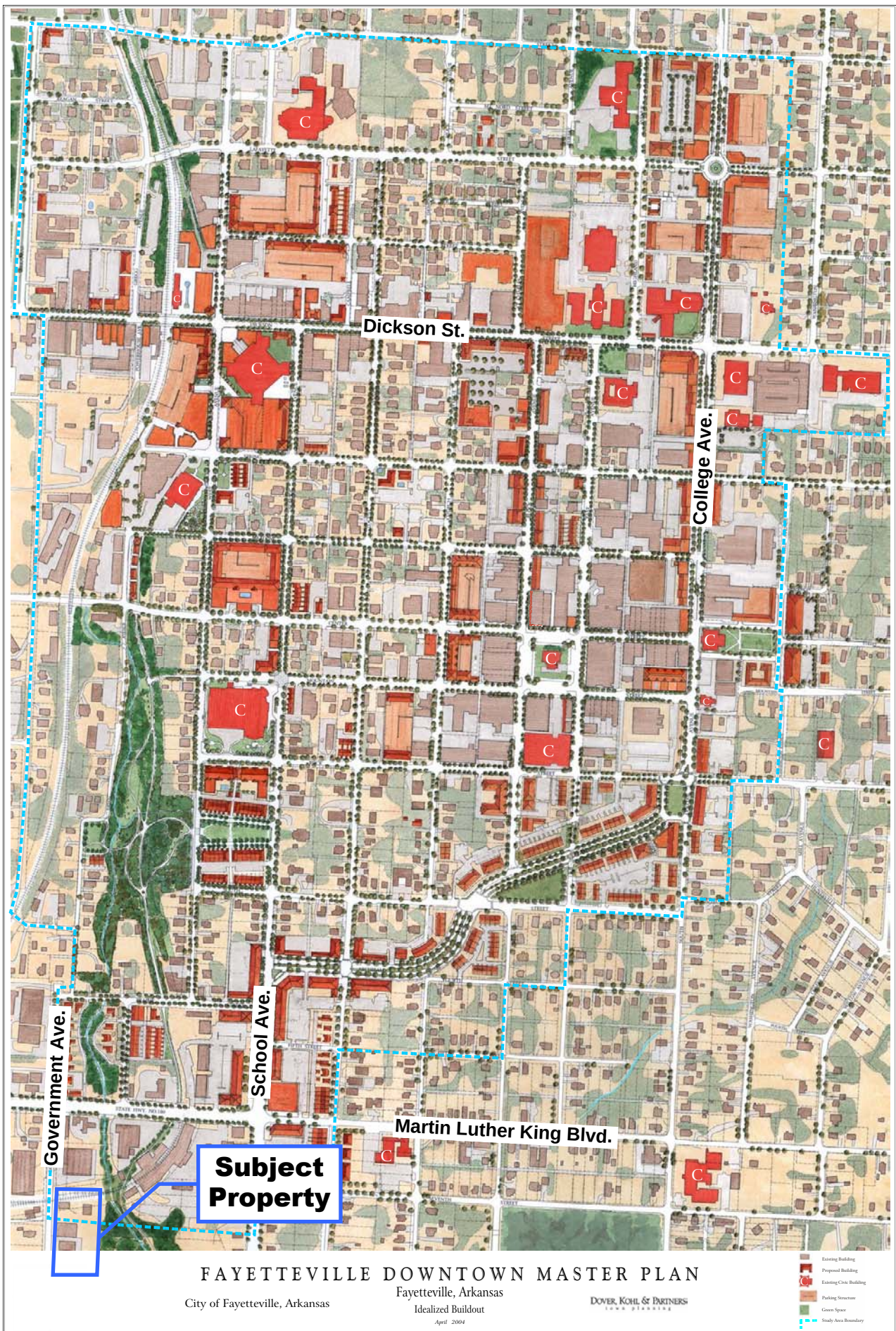
The proposed rezoning will not change our trucking operation. It will not increase the volume of traffic to and from the site. No signage is presently used and none is planned. We will be doing the same business, that we have done since 1977 on the site, but with a more friendly working environment. I feel the rezoning will help us continue our business until our retirement.

I hope this addresses the purpose of the rezoning and the effect on the site.

Thank You



Bob Barnes

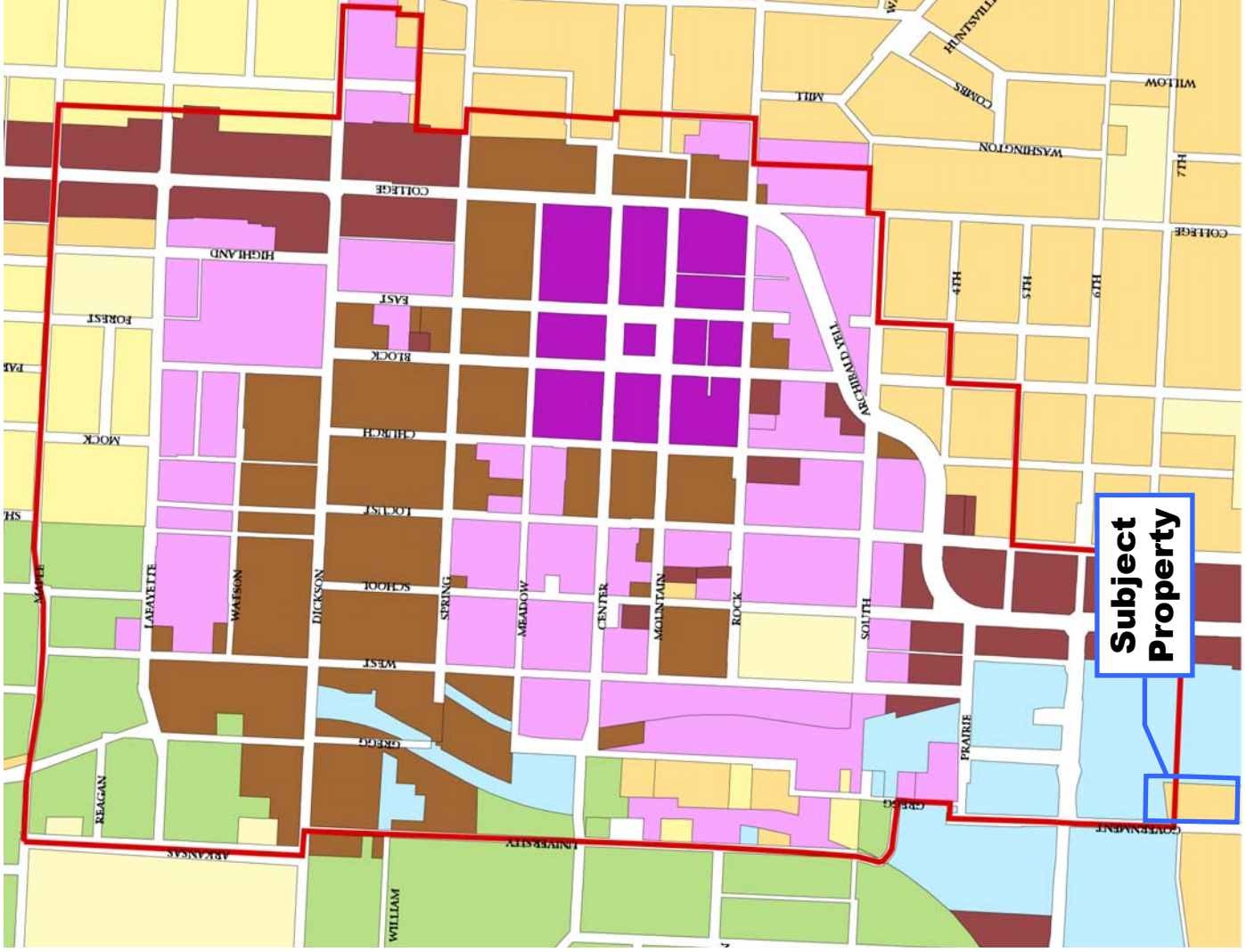


Downtown Master Plan

Previous Zoning Designations

Zoning

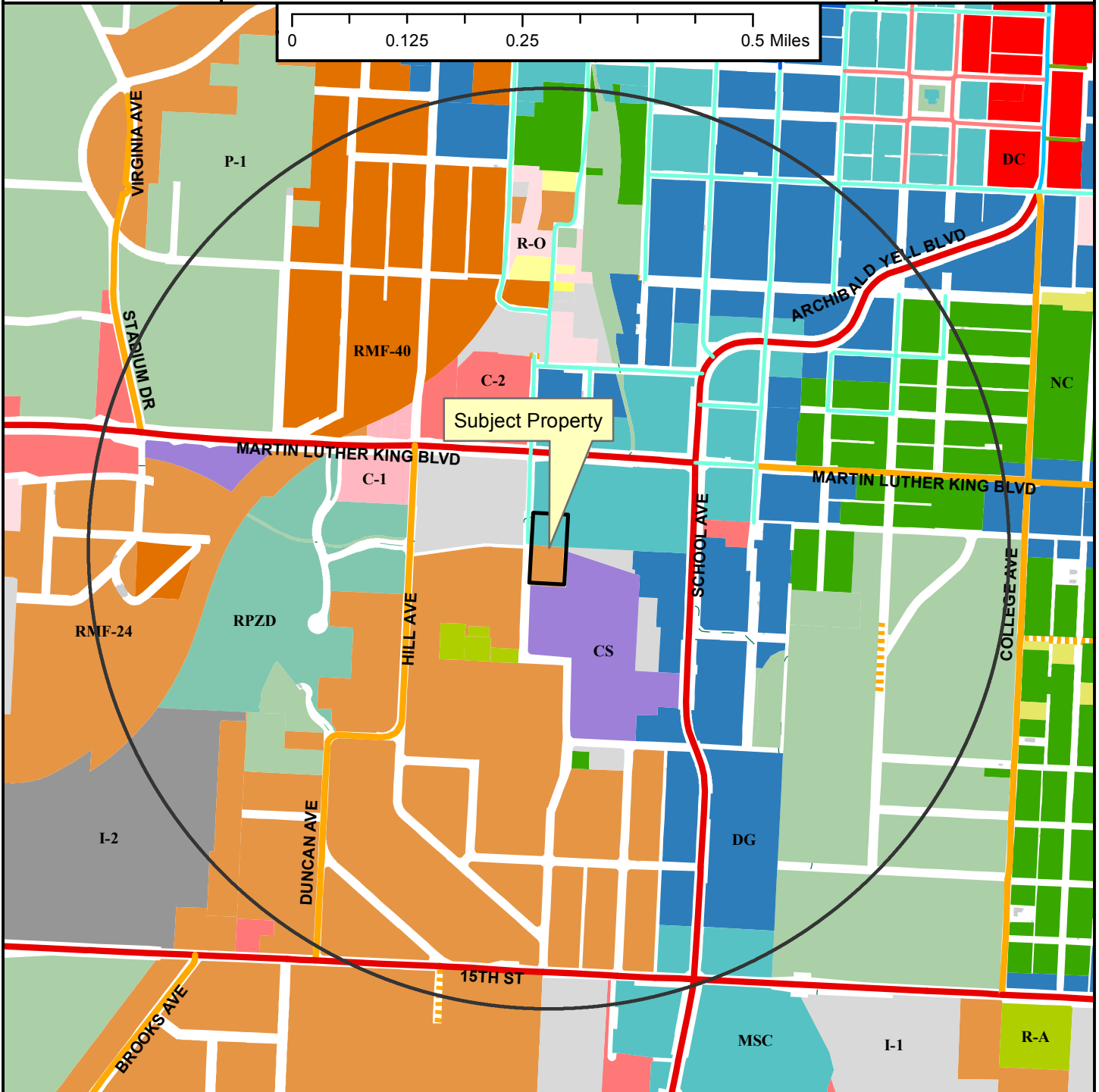
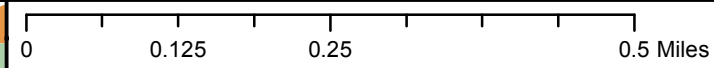
	Downtown Master Plan Boundary
	C-2 Thoroughfare Commercial
	C-3 Central Business Commercial
	C-4 Downtown
	I-1 Heavy Commercial and Light Industrial
	P-1 Institutional
	R-0 Residential - Office
	RMF-24 Residential Multi-family (24 units per acre)
	RMF-40 Residential Multi-family (40 units per acre)
	RSF-4 Residential Single-family (4 units per acre)



RZN17-5925

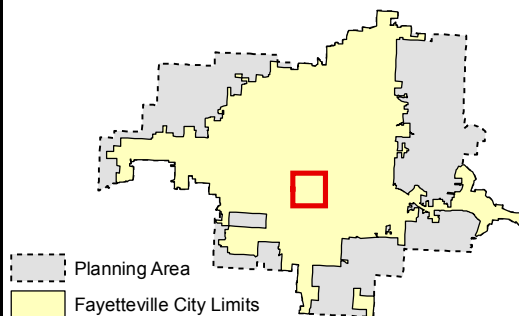
BARNES

One Mile View



Legend

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

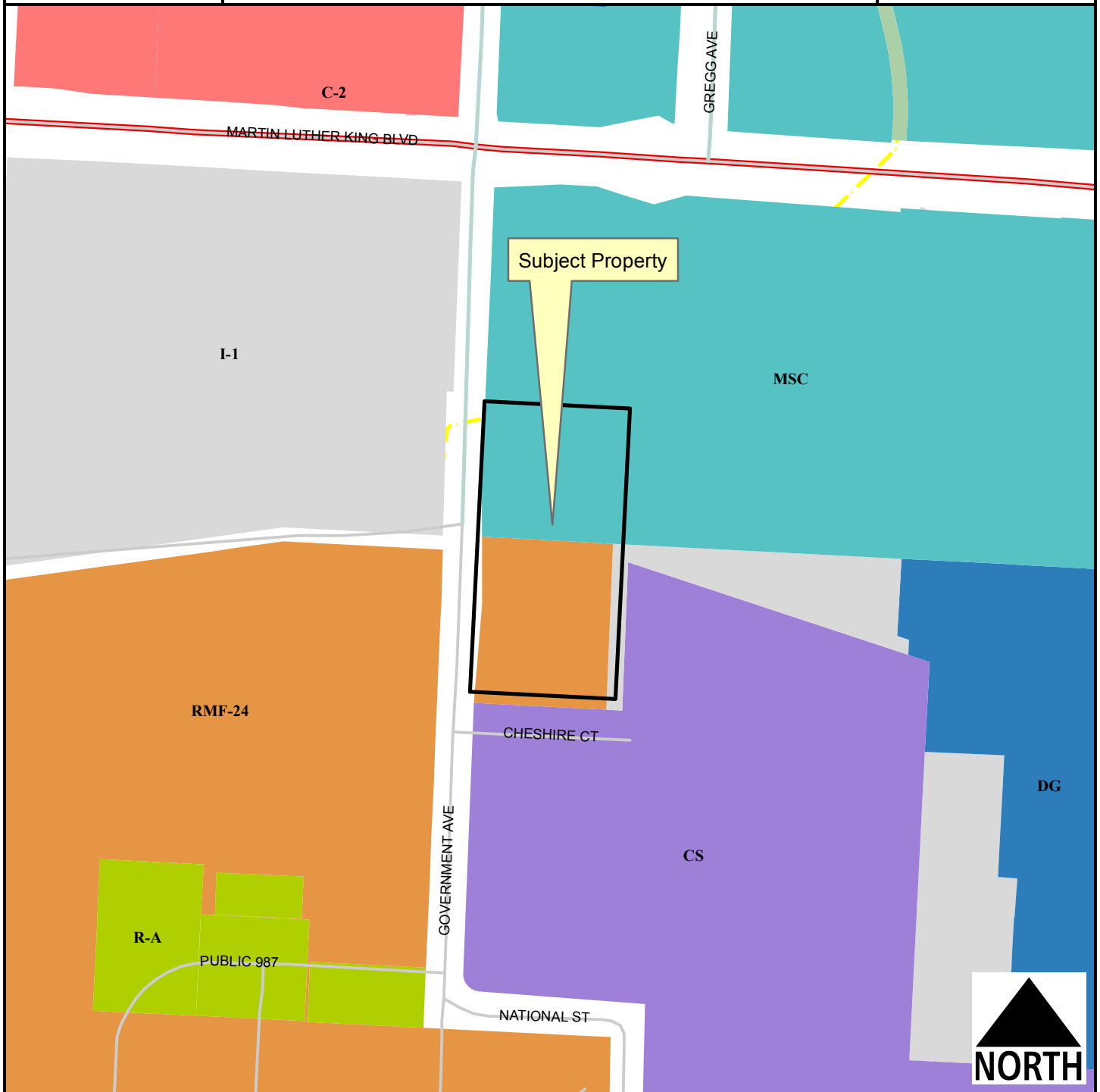


- | | |
|---|---|
| <p>Zoning</p> <p>RESIDENTIAL SINGLE-FAMILY</p> <ul style="list-style-type: none"> Residential-Agricultural RSF-5 RSF-1 RSF-2 RSF-4 RSF-7 RSF-8 RSF-18 <p>RESIDENTIAL MULTI-FAMILY</p> <ul style="list-style-type: none"> RT-12 Residential Two and Three-family RMF-6 RMF-12 RMF-18 RMF-24 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"> Residential-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 Conservation <p>PLANNED ZONING DISTRICTS</p> <ul style="list-style-type: none"> Commercial, Industrial, Residential <p>INSTITUTIONAL</p> <ul style="list-style-type: none"> P-1 |
|---|---|

RZN17-5925

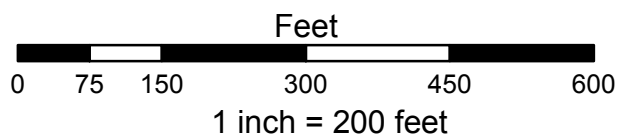
BARNES

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
- C-2
- Main Street Center
- Downtown General
- Community Services
- P-1

RZN 17-5925

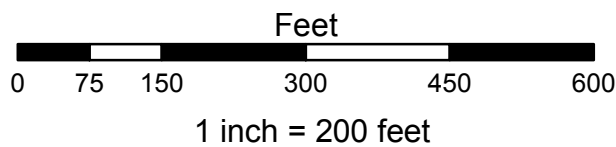
Current Land Use

BARNES



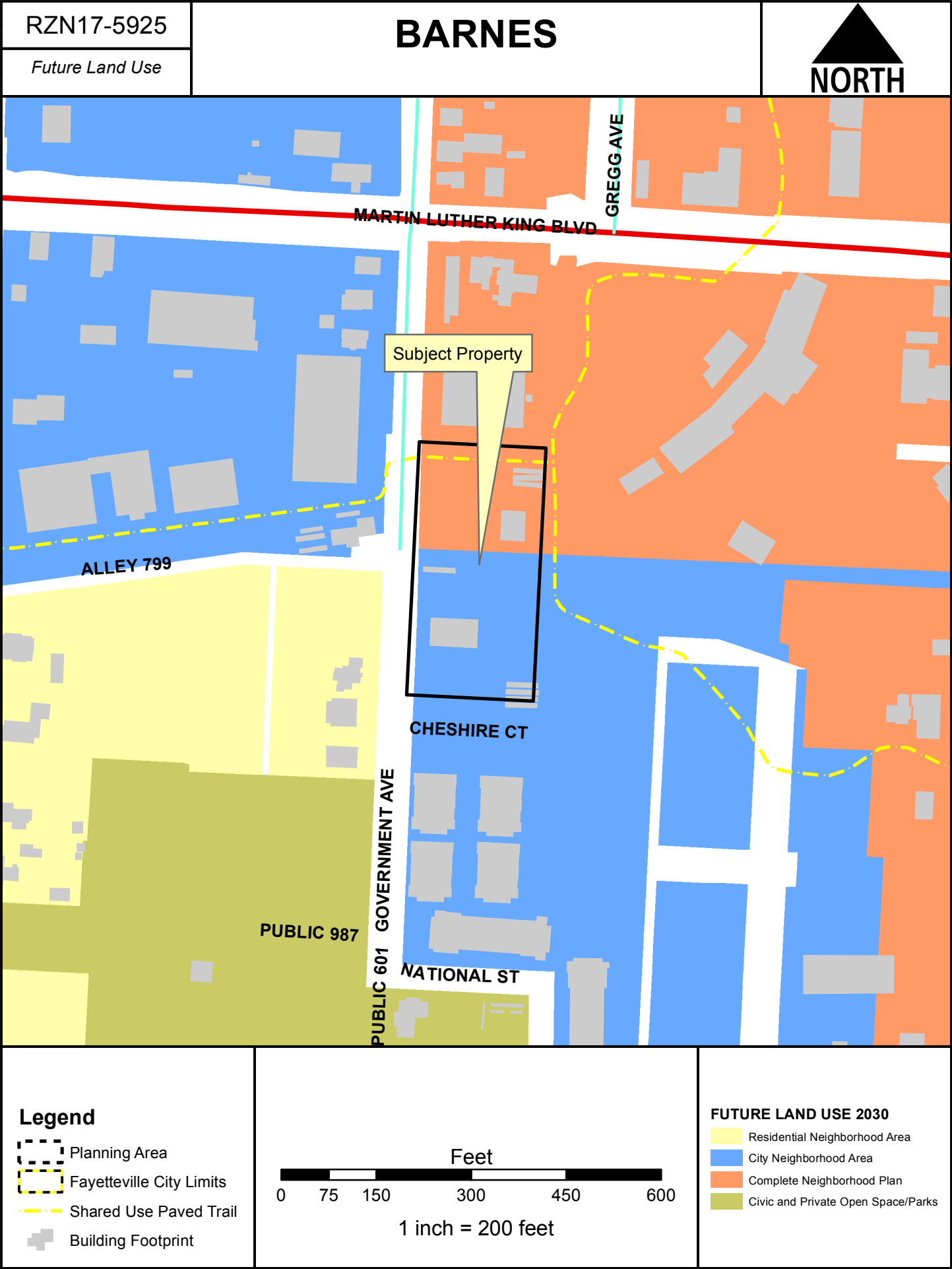
Streets Existing MSP Class

-  PRINCIPAL ARTERIAL
-  Planning Area
-  Fayetteville City Limits



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: 2017-0600

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 1

BID #17-49 DIAMOND INTERNATIONAL TRUCKS, INC.:

A RESOLUTION TO AWARD BID #17-49 AND AUTHORIZE THE PURCHASE OF FIVE (5) INTERNATIONAL 7300 4X2 RECYCLING TRUCKS WITH KANN BODIES FROM DIAMOND INTERNATIONAL TRUCKS, INC. D/B/A SUMMIT TRUCK GROUP OF LOWELL, ARKANSAS IN THE TOTAL AMOUNT OF \$845,500.00 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 #17-49 and authorizes the purchase of five (5) International 7300 4x2 Recycling Trucks with Kann Bodies from Diamond International Trucks, Inc. d/b/a Summit Truck Group of Lowell, Arkansas in the total amount of \$845,500.00 for use by the Recycling and Trash Collection Division.

City of Fayetteville Staff Review Form

2017-0600

Legistar File ID

11/7/2017

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

Jesse Beeks/Sara Glenn

10/11/2017

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of five International 7300 4x2 Recycling Trucks with Kann Bodies in the amount of \$169,100.00 each, for a total of \$845,500.00 available through Summit Truck Group of Lowell, AR through Bid 17-49 for use in the Recycling and Trash Department.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02082.2016 & 2017

Solid Waste Vehicles

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,294,239.00

Funds Obligated \$ -

Current Balance \$ 1,294,239.00

Does item have a cost? Yes

Item Cost \$ 845,500.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 448,739.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF NOVEMBER 7, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: October 11, 2017

SUBJECT: Purchase of five Recycling Trucks for Recycling and Trash Collection

RECOMMENDATION:

City Council approve the purchase of five International 7300 4x2 Recycling Trucks with Kann Bodies in the amount of \$169,100.00 each, for a total of \$845,500.00 available through Summit Truck Group of Lowell, AR through Bid 17-49 for use in the Recycling and Trash Department.

BACKGROUND:

Unit 489 is 2007 Freightliner Recycle Truck that has exceeded its 8 year life expectancy. This unit has also exceeded its 60,000 mileage expectancy and currently has 69,149 miles and 15,730 hours.

Unit 490 is 2007 Freightliner Recycle Truck that has exceeded its 8 year life expectancy. This unit has also exceeded its 60,000 mileage expectancy and currently has 66,847 miles and 14,758 hours.

Unit 491 is 2007 Freightliner Recycle Truck that has exceeded its 8 year life expectancy. This unit has also exceeded its 60,000 mileage expectancy and currently has 70,729 miles and 15,100 hours.

Unit 492 is 2007 Freightliner Recycle Truck that has exceeded its 8 year life expectancy. This unit has also exceeded its 60,000 mileage expectancy and currently has 64,350 miles and 14,755 hours.

Unit 494 is 2007 Freightliner Recycle Truck that has exceeded its 8 year life expectancy. This unit has also exceeded its 60,000 mileage expectancy and currently has 72,383 miles and 14,409 hours.

These replacements had been pushed back awaiting the decision on the future of the Recycling Program. These trucks match our existing fleet, to continue the current recycling operation. Currently, Fleet is patching the compactors, but most need to be replaced. The cost to replace the compactors would be \$11,227.58 per truck.

DISCUSSION:

Fleet recommends the purchase of five International 7300 4x2 Recycling Trucks with Kann Bodies in the amount of \$169,100.00 each, for a total of \$845,500.00 available through Summit Truck Group of Lowell, AR through Bid 17-49 for use in the Recycling and Trash Department.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for this purchase.

This item was approved by the Equipment Committee on October 10, 2017.

Attachments:

Bid Tab 17-49



CITY OF
FAYETTEVILLE
ARKANSAS

Recycle Truck

Bid No. 17-49
Official Bid Tabulation

Bid No. 17-49
Date: 09.28.2017
Time: 2:00 PM

Lioneld Jordan, Mayor

Addendums: 0

Item	Description	Each	J & R Equipment		Summit Truck Group (1 of 2)		Summit Truck Group (2 of 2)		Truck Centers of Arkansas (1 of 2)		Truck Centers of Arkansas (2 of 2)	
			Price Each	Extended Price	Price Each	Extended Price	Price Each	Extended Price	Price Each	Extended Price	Price Each	Extended Price
1	Chassis	5	\$ 76,712.00	\$ 383,560.00	\$ 91,600.00	\$ 458,000.00	\$ 91,600.00	\$ 458,000.00	\$ 94,077.00	\$ 470,385.00	\$ 96,333.00	\$ 481,665.00
	Chassis: Manufacturer		Freightliner		International		International		Freightliner		Freightliner	
	Chassis: Model		M2 106		7300 4x2		7300 4x2		M2 106		M2 106	
2	Recycling Body	5	\$ 102,872.00	\$ 514,360.00	\$ 77,500.00	\$ 387,500.00	\$ 84,695.00	\$ 423,475.00	\$ 77,144.00	\$ 385,720.00	\$ 77,144.00	\$ 385,720.00
	Body: Manufacturer		Labrie		Kann		Labrie		Kann		Kann	
	Body: Model		Top Select 1000		Versa Haul		Tope Select 1000		Versa Haul		Versa Haul	
Total Base Bid			\$ 897,920.00		\$ 845,500.00		\$ 881,475.00		\$ 856,105.00		\$ 867,385.00	
Meets Minimum Specification Requirements			NO		YES		NO		YES		Yes	

CERTIFIED:

A. Rennie, Purchasing Manager

Witness

Date

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



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0604

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 2

ARKANSAS CRIME INFORMATION CENTER BID WAIVER:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING THROUGH 2022, AND TO AUTHORIZE PAYMENTS TO THE ARKANSAS CRIME INFORMATION CENTER FOR FEES RELATED TO STATE COMPUTER AND TELEPROCESSING TRANSACTIONS IN 2017

WHEREAS, the Arkansas Crime Information Center is solely responsible for the administration of a statewide comprehensive data system that is necessary for the operations of criminal justice agencies and the City of Fayetteville has relied upon these services for more than forty years; and

WHEREAS, the cost of the services is expected to exceed \$20,000.00 for the first time in 2017.

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 finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding through 2022 and further authorizes payments to the Arkansas Crime Information Center for fees related to state computer and teleprocessing transaction fees in 2017.

City of Fayetteville Staff Review Form

2017-0604

Legistar File ID

11/7/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Greg Tabor

10/11/2017

CENTRAL DISPATCH (260)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve an ordinance waiving the requirements of formal competitive bidding to authorize payment to the Arkansas Crime Information Center for fees related to state computer and teleprocessing transaction fees.

Budget Impact:

1010-260-2600-5309.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 20,200.00

Funds Obligated \$ 13,345.38

Current Balance \$ 6,854.62

Does item have a cost? Yes

Item Cost \$3,600

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 3,254.62

Previous Ordinance or Resolution #

V20140710

Original Contract Number:

Approval Date:

Comments:



MEETING OF NOVEMBER 7, 2017

TO: Mayor and City Council

THRU: Greg Tabor, Chief of Police

FROM: Kathleen Stocker, Dispatch Manager

DATE: October 20, 2017

SUBJECT: Arkansas Crime Information Center (ACIC) fees related to state computer and teleprocessing transaction fees.

RECOMMENDATION:

Staff recommends approval of an ordinance waiving the requirements of formal competitive bidding to authorize payment to the Arkansas Crime Information Center (ACIC) for fees related to state computer and teleprocessing transaction fees.

BACKGROUND:

The Arkansas Crime Information Center is responsible for the administration of a comprehensive data system that is accessible by criminal justice agencies. This system is interfaced with the FBI National Crime Information Center, as well as similar systems in 49 states. This is the sole source for this type of access by the department. The Fayetteville Police Department uses the Arkansas Crime Information Center's system to access criminal justice information such as criminal history information, driver's license, vehicle license, etc. The Fayetteville Police Department also uses this system to broadcast information to other agencies and to enter stolen property and wanted and missing persons into the system for nationwide access for other law enforcement agencies. This system has been used by the Fayetteville Police Department for over forty years.

DISCUSSION:

The criminal justice information received from this system is critical for law enforcement use and officer safety. The Police Department will handle an estimated 420,000 transactions requesting information from ACIC annually. ACIC fees are based on the number of transactions generated. The transactions have steadily increased and we believe we will reach the \$20,000 threshold this year. This ordinance will allow us to continue to access this information.

BUDGET/STAFF IMPACT:

In 2018, an increase has been requested in the 2018 budget.

Attachments: Transaction Listing

Accumulated Transaction Listing

G/L Date Range 01/01/17 - 10/09/17

Include Sub Ledger Detail

Include Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	1010.260.2600-5309.00 Lease Expense								
03/01/2017	2017-00001466	JE	AP	A/P Invoice Entry	Accounts Payable		1,700.79	Balance To Date:	\$0.00
									1,700.79
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
FVPD-01-17	AR Crime Information Center			January 2017 State Computer Service	02/17/2017	Check	4236	1,700.79	1,700.79
							Total	\$1,700.79	\$1,700.79
03/30/2017	2017-00002130	JE	AP	A/P Invoice Entry	Accounts Payable		1,597.57		3,298.36
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
FVPD-02-17	AR Crime Information Center			2017 State Computer Service	03/21/2017	Check	4747	1,597.57	1,597.57
							Total	\$1,597.57	\$1,597.57
Month March 2017 Totals							\$3,298.36	\$0.00	\$3,298.36
05/04/2017	2017-00003075	JE	AP	A/P Invoice Entry	Accounts Payable		2,087.97		5,386.33
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
FVPD-03-17	AR Crime Information Center			2017 State Computer Service and Teleprocessing Fees	04/25/2017	Check	5617	2,087.97	2,087.97
							Total	\$2,087.97	\$2,087.97
Month May 2017 Totals							\$2,087.97	\$0.00	\$5,386.33
06/01/2017	2017-00003737	JE	AP	A/P Invoice Entry	Accounts Payable		1,953.08		7,339.41
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
FVPD-04-17	AR Crime Information Center			2017 State Computer Service and Teleprocessing Fees	05/26/2017	Check	6155	1,953.08	1,953.08
							Total	\$1,953.08	\$1,953.08
06/22/2017	2017-00004187	JE	AP	A/P Invoice Entry	Accounts Payable		2,089.81		9,429.22
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
FVPD-05-17	AR Crime Information Center			2017 State Computer Service & Teleprocessing Fees May	06/16/2017	Check	6624	2,089.81	2,089.81
							Total	\$2,089.81	\$2,089.81
Month June 2017 Totals							\$4,042.89	\$0.00	\$9,429.22
07/20/2017	2017-00004837	JE	AP	A/P Invoice Entry	Accounts Payable		1,902.48		11,331.70
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
FVPD-06-17	AR Crime Information Center			June 2017 State Computer Service & Teleprocessing Fees	07/14/2017	Check	7115	1,902.48	1,902.48
							Total	\$1,902.48	\$1,902.48
Month July 2017 Totals							\$1,902.48	\$0.00	\$11,331.70

Accumulated Transaction Listing

G/L Date Range 01/01/17 - 10/09/17

Include Sub Ledger Detail

Include Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	1010.260.2600-5309.00 Lease Expense								
08/30/2017	2017-00005733	JE	AP	A/P Invoice Entry	Accounts Payable		2,013.68	Balance To Date:	\$0.00
									13,345.38
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
FVPD-07-17	AR Crime Information Center			2017 State Computer Service and Teleprocessing Fees	08/25/2017	Check	7812	2,013.68	2,013.68
Total								\$2,013.68	\$2,013.68
Month August 2017 Totals							\$2,013.68	\$0.00	\$13,345.38
Account Lease Expense Totals							\$13,345.38	\$0.00	\$13,345.38
Program Central Dispatch Totals							\$13,345.38	\$0.00	
Division Central Dispatch Totals							\$13,345.38	\$0.00	
Fund General Totals							\$13,345.38	\$0.00	
Grand Totals							\$13,345.38	\$0.00	

This document show invoices from January 2017 - July 2017. Projected out to the end of the year shows going over the \$20,000 threshold.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0612

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 3

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A ONE-YEAR CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$41,505.61 FOR A STORMWATER EDUCATION PROGRAM FOR 2018

WHEREAS, the City of Fayetteville, along with seventeen other cities in Northwest Arkansas, has been operating under the Environmental Protection Agency's federally mandated Phase II Stormwater Regulations as a Municipal Separate Storm Sewer System; and

WHEREAS, the Northwest Arkansas Planning Commission has determined that a regional approach to certain minimum control measures required for renewal of Municipal Separate Storm Sewer System permits - specifically Public Education and Outreach, Public Involvement and Participation, and the education component of Pollution Prevention/Good Housekeeping - is both logical, cost effective and appropriate, and this approach has been approved by the Arkansas Department of Environmental Quality; and

WHEREAS, the Northwest Arkansas Planning Commission has endorsed a proposal from the University of Arkansas Cooperative Extension Service to design and provide a stormwater education program to all Municipal Separate Storm Sewer Systems in Northwest Arkansas; and

WHEREAS, the cost of the agreement to the City for 2018 exceeds \$20,000.00 and would otherwise require competitive bidding unless the requirement is waived.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the Mayor to sign a Memorandum of Understanding, a copy of which is attached hereto and made a part hereof, between the City and the Northwest Arkansas Regional Planning Commission in the amount of \$41,505.61 for a Stormwater Education Program to be provided in 2018 by the University of Arkansas Cooperative Extension Service to satisfy portions of the Environmental Protection Agency's Phase II Stormwater Regulations.

City of Fayetteville Staff Review Form

2017-0612

Legistar File ID

11/7/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

10/20/2017

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an agreement in the amount of \$41,505.61 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements

Budget Impact:

4470.9470.5817.00

4470 - Sales Tax Capital Improvements

Account Number

Fund

02097.1

Stormwater Quality Management (Stormwater
Quality Mgmt/Nutrient Reduct)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 242,589.00

Funds Obligated \$ 112,953.87

Current Balance \$ 129,635.13

Does item have a cost? Yes

Item Cost \$ 41,505.61

Budget Adjustment Attached? No

Budget Adjustment

#

Remaining Budget \$ 88,129.52

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF NOVEMBER 7, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: October 18, 2017

SUBJECT: Approval of an agreement in the amount of \$41,505.61 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements

RECOMMENDATION:

Staff recommends approval of an agreement in the amount of \$41,505.61 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements.

BACKGROUND:

The City of Fayetteville has participated in the educational program provided by the University of Arkansas Cooperative Extension since its inception. This program has been very successful and a valuable asset to the public as well as the city.

DISCUSSION:

Since 2003, the cities of Bentonville, Bethel Heights, Elkins, Elm Springs, Farmington, Fayetteville, Greenland, Johnson, Little Flock, Lowell, Springdale and Rogers along with Benton and Washington Counties and the University of Arkansas have been operating under EPA's federally mandated Phase II Stormwater regulations as Municipal Separate Storm Sewer Systems (MS4s). The cities of Bella Vista, Cave Springs, Centerton, Pea Ridge, Prairie Grove, and Tontitown were recently designated as MS4s based on the 2010 census and these cities are joining the education program this year. While these jurisdictions obtained separate National Pollutant Discharge Elimination System (NPDES) permits, they jointly contracted with Cooperative Extension Service (CES) through the NWA Regional Planning Commission as a successful and cost-effective means of implementing the following minimum control measures required in their Phase II permits as well as ensure uniformity in the message presented to residents of Northwest Arkansas:

- 1) Public Education and Outreach
- 2) Public Involvement and Participation
- 6) Pollution Prevention and Good Housekeeping (training for municipal employees)

Positive feedback from ADEQ and participating MS4s has led to the CES and the NWARPC partnering for an additional urban stormwater education program in support of the MS4s' new 2014-2019 stormwater management permits. This agreement is for participation in a 1-Year Regional Stormwater Education and Coordination Program.

It should be noted that in 2016, the Council approved waiving competitive bidding for this contract until the end of the permit cycle, 2019. Therefore, an additional waiver of bidding is not required at this time.

BUDGET/STAFF IMPACT:

Funding in the amount of \$41,505.61 is available in the Stormwater Quality Management and Nutrient Reduction Plan Budget. These funds are proposed to be utilized to satisfy the terms of the agreement.

Attachments:

Memorandum of Understanding

Cost Allocation Summary

Ordinance 5937

Urban Stormwater Education Program 2015-2019 Summary

**MEMORANDUM OF UNDERSTANDING FOR THE MS4
JURISDICTIONS OF NORTHWEST ARKANSAS AND
THE NORTHWEST ARKANSAS REGIONAL PLANNING
COMMISSION**

WHEREAS, nineteen cities in Benton and Washington Counties, the counties themselves, and the University of Arkansas meet the U.S. Environmental Protection Agency's "small" urbanized area municipal separate storm sewer (MS4) criteria, and must comply with national Phase II Stormwater Regulations; and

WHEREAS, the Arkansas Department of Environmental Quality (ADEQ), the state agency authorized by EPA to issue National Pollutant Discharge Elimination System (NPDES) permits requiring and ensuring compliance, will establish dates for affected entities to be covered under Arkansas' general permit for MS4s; and

WHEREAS, said permit requires development, implementation, and evaluation of a stormwater management plan, that addresses each of the six minimum control measures identified in the Phase II Storm Water Regulations contained in 40 CFR 122.26 and outlined in Part I.B.; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (NWARPC) has coordinated meetings between representatives of affected jurisdictions in an effort to determine, in the interest of economy and efficiency, whether certain stormwater permit components could be addressed collectively, rather than individually; and

WHEREAS, it has been determined that a cost effective, regional approach to certain minimum control measures required as part of the permit – namely Public Education and Outreach, Public Involvement and Participation, and the education component of Pollution Prevention/Good Housekeeping – is both logical and appropriate; and

WHEREAS, the NWARPC previously requested and received statements of qualifications from interested institutions and firms with demonstrated water quality educational expertise, and has, in cooperation with representatives of affected MS4 jurisdictions, endorsed the attached proposal from the University of Arkansas Cooperative Extension Service; and

WHEREAS, the ADEQ has endorsed the regional concept and proposal for addressing said minimum control measures; and

WHEREAS, said representatives of affected MS4s have also endorsed the distribution of costs associated with the proposal as shown on the attached cost allocation plan; and

WHEREAS, the Board of Directors of the NWARPC have authorized the Commission to act as the financial clearinghouse and primary contractor, on behalf of said MS4s, in connection with said proposal.

NOW, THEREFORE BE IT RESOLVED THAT WE, THE UNDERSIGNED MS4 JURISDICTION, AND THE BOARD OF DIRECTORS OF THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION, AGREE AS FOLLOWS:

SECTION 1. To participate in a 1-Year Regional Stormwater Education and Coordination Program (January 1, 2018 – December 31, 2018), to be carried out by the University of Arkansas Cooperative Extension Service through an engagement with the Northwest Arkansas Regional Planning Commission, with costs based on a Base cost and each jurisdiction's pro-rated share of the region's 2010 urbanized area population; it being understood that said services to be provided shall satisfy requirements for the federally-mandated minimum control measures referenced herein. Commitments for participation in said program in future years will require governing body approval on a year-to-year basis.

SECTION 2. To participate financially in accordance with the attached cost allocation plan. Any increases in the costs allocated to the undersigned MS4 due to the failure of other MS4 jurisdictions to participate shall be subject to the approval of the undersigned MS4.

SECTION. 3. That all funds received by NWARPC from MS4s shall be utilized in their entirety for stormwater management program services and coordination activities in connection with EPA Phase II Stormwater Program requirements, and shall be accounted for separately from all other Commission funds.

Dated this _____ day of _____, 2017.

FAYETTEVILLE

Jeff Hawkins NWARPC

**2018 Cost Allocation* of U of A Cooperative Extension Service Regional Stormwater
Education and NWA Regional Planning Commission Stormwater Coordination for NWA
MS4 Jurisdictions**

**MS4 Cost = \$2,000 Base cost + (Remaining Program Cost x % NWA Urbanized Area Population)
Using 2010 US Census Urban Block Data for the 22 MS4 Collaborating Jurisdictions**

Jurisdiction	Urbanized Area Population	Total Population	2018 % Urbanized Area Population	2018 \$2,000 Base with % Urbanized Area
Greenland	721	1,294	0.23%	\$2,435.15
Elm Springs	973	1,535	0.31%	\$2,587.24
Cave Springs	969	1,931	0.31%	\$2,584.83
Bethel Heights	2,359	2,372	0.76%	\$3,423.74
Tontitown	71	2,460	0.02%	\$2,042.85
Little Flock	1,742	2,585	0.56%	\$3,051.36
Elkins	1,991	2,648	0.64%	\$3,201.64
Johnson	3,123	3,354	1.01%	\$3,884.84
Prairie Grove	69	4,380	0.02%	\$2,041.64
Pea Ridge	4,298	4,794	1.39%	\$4,593.99
Farmington	4,964	5,974	1.60%	\$4,995.95
Lowell	6,574	7,327	2.12%	\$5,967.64
Centerton	9,135	9,515	2.95%	\$7,513.30
Siloam Springs	14,760	15,115	4.76%	\$10,908.18
Bella Vista	22,841	26,461	7.37%	\$15,785.35
U of A	5,801	27,503	1.87%	\$5,501.11
Bentonville	33,801	35,301	10.91%	\$22,400.10
Washington County [‡]	1,868	203,065	0.60%	\$3,127.40
Benton County [‡]	5,339	221,339	1.72%	\$5,222.28
Rogers	54,897	58,895	17.72%	\$35,132.28
Springdale	68,088	70,747	21.98%	\$43,093.52
Fayetteville	65,457	73,580	21.13%	\$41,505.61
Program Totals	309,841		100.00%	\$231,000.00

Note: Budget year runs from January 1 through December 31 of each calendar year

* These dollar breakouts assume all jurisdictions participate

‡ Total population reflects the total county population including all incorporated areas



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

Ordinance: 5937

File Number: 2016-0613

STORMWATER EDUCATION AGREEMENT:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING THROUGH 2019 AND APPROVE A ONE-YEAR CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$41,505.61 FOR A STORMWATER EDUCATION PROGRAM FOR 2017.

WHEREAS, the City of Fayetteville, along with seventeen other cities in Northwest Arkansas, has been operating under the Environmental Protection Agency's federally mandated Phase II Stormwater Regulations as a Municipal Separate Storm Sewer System; and

WHEREAS, the Northwest Arkansas Planning Commission has determined that a regional approach to certain minimum control measures required for renewal of Municipal Separate Storm Sewer System permits - specifically Public Education and Outreach, Public Involvement and Participation, and the education component of Pollution Prevention/Good Housekeeping - is both logical, cost effective and appropriate, and this approach has been approved by the Arkansas Department of Environmental Quality; and

WHEREAS, the Northwest Arkansas Planning Commission has endorsed a proposal from the University of Arkansas Cooperative Extension Service to design and provide a stormwater education program to all Municipal Separate Storm Sewer Systems in Northwest Arkansas; and

WHEREAS, the cost of the agreement to the City for each year exceeds \$20,000.00 and would otherwise require competitive bidding unless the requirement is waived; and

WHEREAS, the City's National Pollutant Discharge Elimination System permit expires in 2019 and the stormwater education program will be a requirement each permit year.

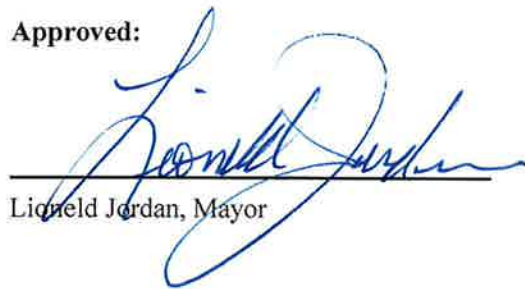
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding through 2019 and further authorizes the Mayor to sign a Memorandum of Understanding, a copy of which is attached hereto and made a part hereof, between the City and the Northwest Arkansas Regional Planning Commission in the amount of \$41,505.61 for a Stormwater Education Program to be provided in 2017 by the University of Arkansas Cooperative Extension Service to satisfy portions of the Environmental Protection Agency's Phase II Stormwater Regulations.

PASSED and APPROVED on 12/20/2016

Approved:


Lionel 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: 2016-0613

Agenda Date: 12/20/2016

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 3

STORMWATER EDUCATION AGREEMENT:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING THROUGH 2019 AND APPROVE A ONE-YEAR CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$41,505.61 FOR A STORMWATER EDUCATION PROGRAM FOR 2017

WHEREAS, the City of Fayetteville, along with seventeen other cities in Northwest Arkansas, has been operating under the Environmental Protection Agency's federally mandated Phase II Stormwater Regulations as a Municipal Separate Storm Sewer System; and

WHEREAS, the Northwest Arkansas Planning Commission has determined that a regional approach to certain minimum control measures required for renewal of Municipal Separate Storm Sewer System permits - specifically Public Education and Outreach, Public Involvement and Participation, and the education component of Pollution Prevention/Good Housekeeping - is both logical, cost effective and appropriate, and this approach has been approved by the Arkansas Department of Environmental Quality; and

WHEREAS, the Northwest Arkansas Planning Commission has endorsed a proposal from the University of Arkansas Cooperative Extension Service to design and provide a stormwater education program to all Municipal Separate Storm Sewer Systems in Northwest Arkansas; and

WHEREAS, the cost of the agreement to the City for each year exceeds \$20,000.00 and would otherwise require competitive bidding unless the requirement is waived; and

WHEREAS, the City's National Pollutant Discharge Elimination System permit expires in 2019 and the stormwater education program will be a requirement each permit year.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding through 2019 and further authorizes the Mayor to sign a Memorandum of Understanding, a copy of which is attached hereto and made a part hereof, between the City and the Northwest Arkansas Regional Planning Commission in the amount of \$41,505.61 for a

Stormwater Education Program to be provided in 2017 by the University of Arkansas Cooperative Extension Service to satisfy portions of the Environmental Protection Agency's Phase II Stormwater Regulations.

City of Fayetteville Staff Review Form

2016-0613

Legistar File ID

12/20/2016

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

Chris Brown

11/28/2016

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Waiving competitive bidding and approving of an agreement in the amount of \$41,505.61 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements

Budget Impact:

4470.9470.5817.00

4470 - Sales Tax Capital Improvements

Account Number

Fund

02097.1

Stormwater Quality Management (Stormwater
Quality Mgmt/Nutrient Reduct)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 239,427.00

Funds Obligated \$ 121,337.81

Current Balance \$ 118,089.19

Does item have a cost? Yes

Item Cost \$ 41,505.61

Budget Adjustment Attached? No

Budget Adjustment

#

Remaining Budget \$ 76,583.30

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF DECEMBER 20, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: November 28, 2016

SUBJECT: Waiving competitive bidding and approving of an agreement in the amount of \$41,505.61 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements

RECOMMENDATION:

Staff recommends Waiving competitive bidding and approving of an agreement in the amount of \$41,505.61 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements.

BACKGROUND:

The City of Fayetteville has participated in the educational program provided by the University of Arkansas Cooperative Extension since its inception. This program has been very successful and a valuable asset to the public as well as the city.

DISCUSSION:

Since 2003, the cities of Bentonville, Bethel Heights, Elkins, Elm Springs, Farmington, Fayetteville, Greenland, Johnson, Little Flock, Lowell, Springdale and Rogers along with Benton and Washington Counties and the University of Arkansas have been operating under EPA's federally mandated Phase II Stormwater regulations as Municipal Separate Storm Sewer Systems (MS4s). The cities of Bella Vista, Cave Springs, Centerton, Pea Ridge, Prairie Grove, and Tontitown were recently designated as MS4s based on the 2010 census and these cities are joining the education program this year. While these jurisdictions obtained separate National Pollutant Discharge Elimination System (NPDES) permits, they jointly contracted with Cooperative Extension Service (CES) through the NWA Regional Planning Commission as a successful and cost-effective means of implementing the following minimum control measures required in their Phase II permits as well as ensure uniformity in the message presented to residents of Northwest Arkansas:

- 1) Public Education and Outreach
- 2) Public Involvement and Participation
- 6) Pollution Prevention and Good Housekeeping (training for municipal employees)

Positive feedback from ADEQ and participating MS4s has led to the CES and the NWARPC partnering for an additional urban stormwater education program in support of the MS4s' new 2014-2019 stormwater management permits.

This agreement is for participation in a 1-Year Regional Stormwater Education and Coordination Program, however, the intent is to waive competitive bidding until the end of the permit period which is 2019. Please note that due to the fact the cost will fluctuate, City Council will still have the opportunity to review and approve the new agreement and fee each year by resolution. The agreement will not automatically renew.

BUDGET/STAFF IMPACT:

Funding in the amount of \$41,505.61 is available in the Stormwater Quality Management and Nutrient Reduction Plan Budget. These funds are proposed to be utilized to satisfy the terms of the agreement.

Attachments:

Memorandum of Understanding
Urban Stormwater Education Program 2015-2019 Summary
Cost Allocation Summary

**MEMORANDUM OF UNDERSTANDING FOR THE MS4
JURISDICTIONS OF NORTHWEST ARKANSAS AND
THE NORTHWEST ARKANSAS REGIONAL PLANNING
COMMISSION**

WHEREAS, nineteen cities in Benton and Washington Counties, the counties themselves, and the University of Arkansas meet the U.S. Environmental Protection Agency's "small" urbanized area municipal separate storm sewer (MS4) criteria, and must comply with national Phase II Stormwater Regulations; and

WHEREAS, the Arkansas Department of Environmental Quality (ADEQ), the state agency authorized by EPA to issue National Pollutant Discharge Elimination System (NPDES) permits requiring and ensuring compliance, will establish dates for affected entities to be covered under Arkansas' general permit for MS4s; and

WHEREAS, said permit requires development, implementation, and evaluation of a stormwater management plan, that addresses each of the six minimum control measures identified in the Phase II Storm Water Regulations contained in 40 CFR 122.26 and outlined in Part I.B.; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (NWARPC) has coordinated meetings between representatives of affected jurisdictions in an effort to determine, in the interest of economy and efficiency, whether certain stormwater permit components could be addressed collectively, rather than individually; and

WHEREAS, it has been determined that a cost effective, regional approach to certain minimum control measures required as part of the permit – namely Public Education and Outreach, Public Involvement and Participation, and the education component of Pollution Prevention/Good Housekeeping – is both logical and appropriate; and

WHEREAS, the NWARPC previously requested and received statements of qualifications from interested institutions and firms with demonstrated water quality educational expertise, and has, in cooperation with representatives of affected MS4 jurisdictions, endorsed the attached proposal from the University of Arkansas Cooperative Extension Service; and

WHEREAS, the ADEQ has endorsed the regional concept and proposal for addressing said minimum control measures; and

WHEREAS, said representatives of affected MS4s have also endorsed the distribution of costs associated with the proposal as shown on the attached cost allocation plan; and

FAYETTEVILLE

WHEREAS, the Board of Directors of the NWARPC have authorized the Commission to act as the financial clearinghouse and primary contractor, on behalf of said MS4s, in connection with said proposal.

NOW, THEREFORE BE IT RESOLVED THAT WE, THE UNDERSIGNED MS4 JURISDICTION, AND THE BOARD OF DIRECTORS OF THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION, AGREE AS FOLLOWS:

SECTION 1. To participate in a 1-Year Regional Stormwater Education and Coordination Program (January 1, 2017 – December 31, 2017), to be carried out by the University of Arkansas Cooperative Extension Service through an engagement with the Northwest Arkansas Regional Planning Commission, with costs based on a Base cost and each jurisdiction's prorated share of the region's 2010 urbanized area population; it being understood that said services to be provided shall satisfy requirements for the federally-mandated minimum control measures referenced herein. Commitments for participation in said program in future years will require governing body approval on a year-to-year basis.

SECTION 2. To participate financially in accordance with the attached cost allocation plan. Any increases in the costs allocated to the undersigned MS4 due to the failure of other MS4 jurisdictions to participate shall be subject to the approval of the undersigned MS4.

SECTION. 3. That all funds received by NWARPC from MS4s shall be utilized in their entirety for stormwater management program services and coordination activities in connection with EPA Phase II Stormwater Program requirements, and shall be accounted for separately from all other Commission funds.

Dated this 20th day of December, 2016.

Lionel Jackson FAYETTEVILLE

Jeff Hawkins NWARPC

**2017 Cost Allocation* of U of A Cooperative Extension Service Regional Stormwater
Education and NWA Regional Planning Commission Stormwater Coordination for NWA
MS4 Jurisdictions**

**MS4 Cost = \$2,000 Base cost + (Remaining Program Cost x % NWA Urbanized Area Population)
Using 2010 US Census Urban Block Data for the 22 MS4 Collaborating Jurisdictions**

Jurisdiction	Urbanized Area Population	Total Population	2017 % Urbanized Area Population	2017 \$2,000 Base with % Urbanized Area
Greenland	721	1,294	0.23%	\$2,435.15
Elm Springs	973	1,535	0.31%	\$2,587.24
Cave Springs	969	1,931	0.31%	\$2,584.83
Bethel Heights	2,359	2,372	0.76%	\$3,423.74
Tontitown	71	2,460	0.02%	\$2,042.85
Little Flock	1,742	2,585	0.56%	\$3,051.36
Elkins	1,991	2,648	0.64%	\$3,201.64
Johnson	3,123	3,354	1.01%	\$3,884.84
Prairie Grove	69	4,380	0.02%	\$2,041.64
Pea Ridge	4,298	4,794	1.39%	\$4,593.99
Farmington	4,964	5,974	1.60%	\$4,995.95
Lowell	6,574	7,327	2.12%	\$5,967.64
Centerton	9,135	9,515	2.95%	\$7,513.30
Siloam Springs	14,760	15,115	4.76%	\$10,908.18
Bella Vista	22,841	26,461	7.37%	\$15,785.35
U of A	5,801	27,503	1.87%	\$5,501.11
Bentonville	33,801	35,301	10.91%	\$22,400.10
Washington County [‡]	1,868	203,065	0.60%	\$3,127.40
Benton County [‡]	5,339	221,339	1.72%	\$5,222.28
Rogers	54,897	58,895	17.72%	\$35,132.28
Springdale	68,088	70,747	21.98%	\$43,093.52
Fayetteville	65,457	73,580	21.13%	\$41,505.61
Program Totals	309,841		100.00%	\$231,000.00

Note: Budget year runs from January 1 through December 31 of each calendar year

* These dollar breakouts assume all jurisdictions participate

‡ Total population reflects the total county population including all incorporated areas

A. Minimum Control Measure #1:

Public Education and Outreach on Stormwater Impacts

Permit Requirements: Regulation 40 CFR 122.34(b)(1): “The permittee must implement a public education program to distribute educational materials to the community or conduct equivalent outreach activities about the impacts of stormwater discharges on water bodies and the steps that the public can take to reduce pollutants in stormwater runoff.”

Decision Process

The City of Fayetteville participates in monthly meetings of the NWA Stormwater Compliance Group. We also have representation on the NWA Stormwater Education Steering committee (public membership comprised of diverse backgrounds/interests) convenes at least once each year to review and evaluate program accomplishments and plan next steps. Both groups provide the localized input used to identify critical stormwater issues and target audiences and program methods and public relations strategies.

Applicable Public Education/Outreach BMPs

Develop and distribute electronic and printed educational materials

Input from both the MS4 Stormwater Compliance Group and Education Steering Committee guides the emphases of electronic and printed educational materials. Once topics have been identified, materials will be developed, adapted, and/or gathered for distribution at public meetings, in support of presentations, and with educational displays. Examples may include fact sheets, podcasts, e-learning modules, website content, newsletters, press releases, and PSAs.

Measureable Goals:

- A minimum of 20 electronic and printed educational materials will be developed.

- The number of educational materials distributed will be documented.

- MS4 Stormwater Compliance Group and Education Steering Committee meetings attendance will be documented.

Create displays and staff educational booths

Displays highlighting the annual topics of emphasis will be created and set up/staffed at libraries, banks, schools, local festivals, county fairs, etc.

Measureable Goal:

- Stormwater displays will be created and used at a minimum of 5 events/locales

Conduct stormwater programs for adult audiences

Educational presentations will be given to illustrate stormwater dynamics, identify potential pollutants and pathways, describe techniques to reduce stormwater pollution and encourage voluntary BMP implementation according to the annual topic/audience emphases outlined in the SWMP.

Measureable Goal:

- At least 10 stormwater education programs will be conducted for adult audiences

Conduct hand-on youth stormwater/water quality education programs

Educational programs for school youth will focus on the water cycle, watersheds, stormwater dynamics, water quality and pollution prevention using the EnviroScape surface runoff model, groundwater simulator, hands-on exercises from Project WET, Project WILD, and Project Learning Tree and creekside classrooms. Programs conducted will support the Arkansas State Frameworks/Common Core required curriculum.

Measureable Goals:

At least 20 stormwater education programs will be conducted for youth audiences

Responsible Party

The Northwest Arkansas Regional Planning and the University of Arkansas Cooperative Extension Service has contracted with the municipality to be responsible for the development and implementation of the public education efforts. A copy of that agreement is included in this plan.

Performance Standard:

Urban stormwater outreach/education programs will reach at least 32,729 residents (50% of the urbanized area population).

**Minimum Control Measure #1:
5 Year Implementation Schedule**

2015	2016	2017	2018	2019
<i>Topic Emphases:</i> Yard and garden management	<i>Topic Emphasis:</i> Automotive maintenance	<i>Topic Emphasis:</i> Septic system and pool maintenance	<i>Topic Emphasis:</i> Litter/trash management	<i>Topic Emphasis:</i> Irrigation management to minimize runoff/ disconnecting impervious surfaces
<i>Target Audience:</i> Homeowners and garden enthusiasts	<i>Target Audience:</i> Vehicle owners	<i>Target Audience:</i> Homeowners with septic systems/ pools	<i>Target Audience:</i> General public, homeowners	<i>Target Audience:</i> Homeowners and businesses with irrigation systems and guttering
<i>Rationale:</i> Improper yard waste disposal can clog storm drains and excess fertilizer and pesticide applications can contaminate stormwater with nutrients and chemicals	<i>Rationale:</i> Leaking automotive fluids and washing vehicles on paved surfaces allow oil, grease and chemicals to be carried in stormwater to local waterways	<i>Rationale:</i> Malfunctioning septic systems, improper handling and disposal of pool chemicals and emptying chlorinated pool water can impact stormwater quality	<i>Rationale:</i> Improper handling and disposal of litter can allow it to enter the storm drain system and impact stormwater quality	<i>Rationale:</i> Efficient irrigation conserves water and prevents it from entering the storm drain system while disconnecting impervious surfaces minimizes runoff by enhancing infiltration

B. Minimum Control Measure #2:

Public Involvement/Participation

Permit Requirements: The permittee must, at a minimum, comply with State and local public notice requirements when implementing a public involvement/participation program.

Decision Process

The City of Fayetteville participates in monthly meetings of the NWA Stormwater Compliance Group. We also have representation on the Stormwater Education Steering committee (public membership comprised of diverse backgrounds/interests) convenes at least once each year to review and evaluate program accomplishments and plan next steps. Both groups provide the localized input used to identify critical stormwater issues and target audiences and program methods and public relations strategies.

Applicable BMPs

Engage Residents in Stormwater Policy Development

Input from both the MS4 Stormwater Compliance Group and Education Steering Committee guides the emphases of electronic and printed educational materials. Once topics have been identified, materials will be developed, adapted, and/or gathered for distribution at public meetings, in support of presentations, and with educational displays. Examples may include fact sheets, podcasts, e-learning modules, website content, newsletters, press releases, and PSAs. (This item to be tracked and documented within Public Education/Outreach, MCM #1)

Measureable Goals:

The number of educational/announcements materials distributed will be documented. (see MCM #1)

MS4 Stormwater Compliance Group and Education Steering Committee meetings attendance will be documented. (see MCM #1)

Train and Utilize Volunteer Educators

“Train-the-trainer” processes will be used to engage public volunteers and educators in teaching stormwater and pollution prevention (e.g. Benton and Washington County Master Gardeners, Master Naturalists, LakeSmart Leaders, etc.)

Measureable Goal:

At least 5 train-the-trainer programs will be conducted.

Conduct Public Participation/Involvement Events

Citizen and youth groups will participate in public involvement events (litter pick up, establishing demonstration rain gardens, planting riparian vegetation, stenciling storm drain inlets, etc.).

Measureable Goal:

At least 5 public participation events will be coordinated.

Responsible Parties

The jurisdiction is responsible for the development and implementation of the public involvement and participation efforts, utilizing the services of the University of Arkansas Cooperative Extension Service (contracted through the Northwest Arkansas Regional Planning Commission).

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At least 5 public participation and involvement activities will be conducted.

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<i>Rationale:</i> Improper management of grass clippings and leaves can clog storm drains and excess fertilizer and pesticide applications can contaminate stormwater with nutrients and chemicals	<i>Rationale:</i> Improper handling/disposal of automotive fluids allow oil, gasoline and other vehicle fluids to be transported in stormwater to local waterways	<i>Rationale:</i> Malfunctioning septic systems, improper handling and disposal of pool chemicals and emptying chlorinated pool water can impact stormwater quality	<i>Rationale:</i> Improper handling and disposal of litter can allow it to enter the storm drain system and impact stormwater quality	<i>Rationale:</i> Efficient irrigation conserves water and prevents it from entering storm drain systems

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City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0598

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 4

RZN 17-5933 (1324 W. CLEVELAND ST./ARKANSAS LEGACY, LLC):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5933 FOR APPROXIMATELY 3.29 ACRES LOCATED AT 1324 WEST CLEVELAND STREET FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION AND RI-U, RESIDENTIAL INTERMEDIATE-URBAN SUBJECT TO A BILL OF ASSURANCE

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the 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 NC, Neighborhood Conservation and RI-U, Residential Intermediate-Urban subject to a Bill of Assurance.

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

2017-0598

Legistar File ID

11/7/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Andrew Garner

10/20/2017

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 17-5933: Rezone (1324 W. CLEVELAND ST./ARKANSAS LEGACY, LLC. 443): Submitted by COMMUNITY BY DESIGN, INC. for properties at 1324 W. CLEVELAND ST. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE, and contains approximately 3.29 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION and RI-U, RESIDENTIAL INTERMEDIATE-URBAN, subject to a Bill of Assurance.

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 NOVEMBER 7, 2017

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, Planning Director

FROM: Quin Thompson, Current Planner

DATE: October 20, 2017

SUBJECT: **RZN 17-5933: Rezone (1324 W. CLEVELAND ST./ARKANSAS LEGACY, LLC. 443):** Submitted by COMMUNITY BY DESIGN, INC. for properties at 1324 W. CLEVELAND ST. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE, and contains approximately 3.29 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION and RI-U, RESIDENTIAL INTERMEDIATE-URBAN, subject to a Bill of Assurance.

RECOMMENDATION:

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

BACKGROUND:

The property is located on the north side of Cleveland Street, just east of Razorback Road. The site contains two existing single-family homes that were constructed in the 1920's. The property contains approximately 3.29 acres, and is zoned RSF-4, Residential Single-family. The property is surrounded by a variety of land uses and zoning designations including the University of Arkansas campus across Cleveland Street to the south. The applicant owns a narrow sliver of land adjacent to the east that is undeveloped and currently zoned RMF-24, Residential Multi-family 24 units per acre.

Request: The property owner requests to rezone the western 1.41 acres of the property to NC, Neighborhood Conservation and the eastern 1.88 acres of the property to RI-U, Residential Intermediate-Urban, zoning districts as shown on the attached exhibits. The applicant has submitted a Bill of Assurance that will restrict the maximum density within the proposed RI-U portion to a maximum of 18 units per acre.

Land Use Compatibility: The proposed zoning is compatible with surrounding land uses, which display a wide range of residential types and densities, from established a low density single-family neighborhood pattern to the west, to a very high density student dormitory across Cleveland to the south. The proposed zoning places higher density multi-family development potential toward the east side of the property, adjacent to exiting multi-family development and RMF-24 zoned land, and begins to taper development potential adjacent to existing single-family

properties with the NC zone, in which only single-family residential units are allowed by right, with density capped at 10 units per acre. This strategy places the most intense and dense uses near existing similar uses, and further from single-family homes to the west.

Land Use Plan Analysis: The proposal is consistent with the goals of the City Plan 2030 Future Land Use Map, which designates this property as City Neighborhood Area, which anticipates a wide variety of land uses, including dense residential development and commercial uses where appropriate. The proposed zonings allow development patterns that encourage traditional town forms intended to decrease vehicle trips and create walkable environments. In staff opinion, increased residential density adjacent to the UARK campus is likely to result in developments meeting these goals.

DISCUSSION:

On September 25, 2017, the Planning Commission forwarded the proposal to City Council with a recommendation for approval passed by a vote of 9-0-0. Several commissioners stated on the record that the Bill of Assurance was unnecessary and they recommended the council not accept it. No public comment was made.

BUDGET/STAFF IMPACT:

N/A

Attachments:

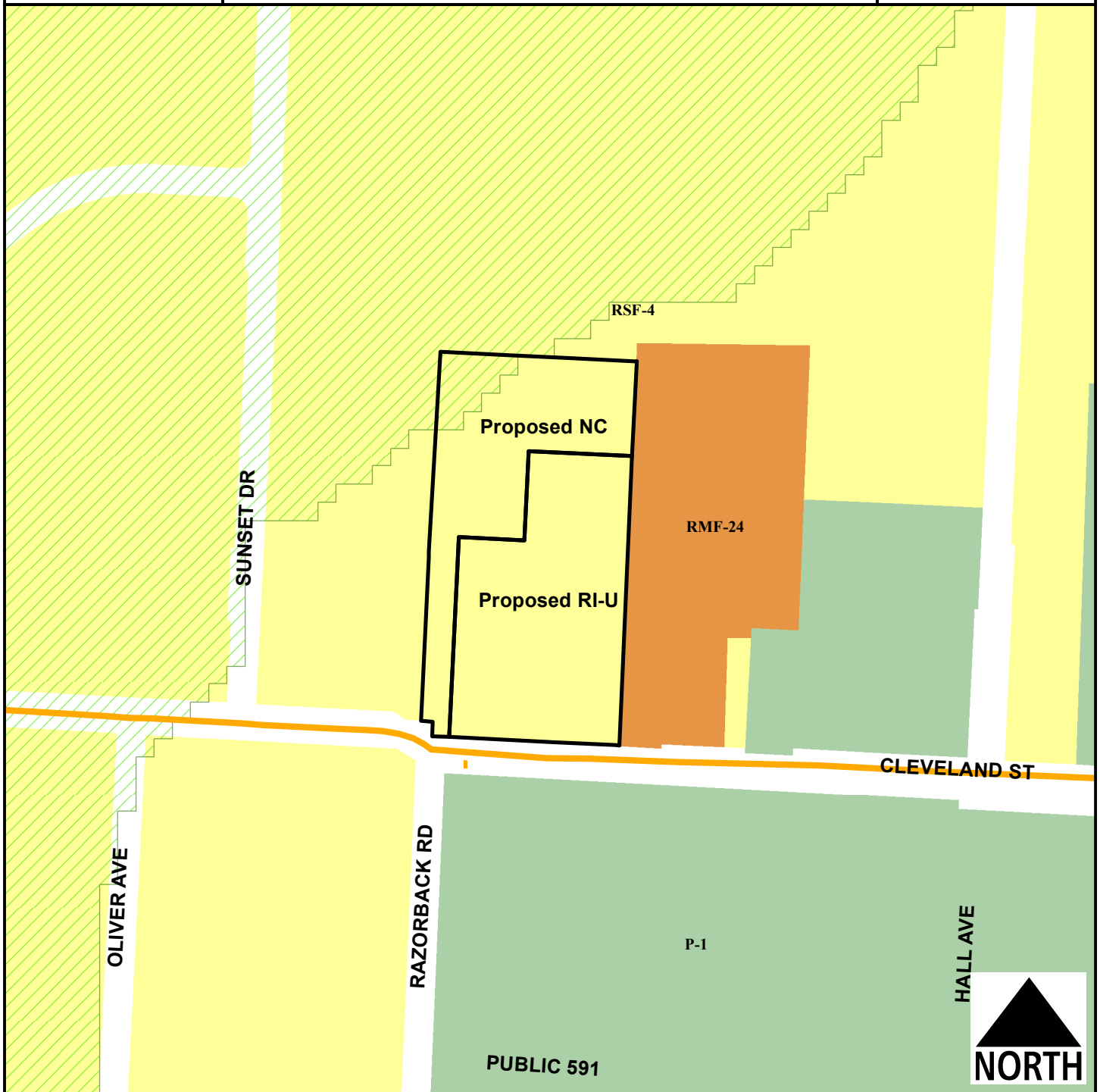
- Exhibit A
- Exhibit B
- Exhibit C
- Application
- Planning Commission Staff Report

RZN 17-5933

AR. LEGACY, LLC

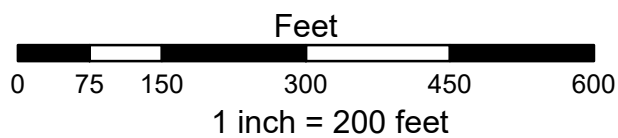
17-5933
EXHIBIT 'A'

Close Up View



Legend

- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



- RSF-4
- RMF-24
- P-1

17-5933
EXHIBIT 'B'

EXHIBIT #1 - SURVEY DESCRIPTIONS OF PROPERTY TO BE REZONED

WASHINGTON COUNTY PARCEL: 765-02582-000

STREET ADDRESS: 1324 W CLEVELAND ST FAYETTEVILLE, AR 72701

SURVEY DESCRIPTION: A PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 8, T-16-N, R-30-W, DESCRIBED AS BEGINNING AT A POINT WHICH IS S87°11'39"E 315.00 FEET FROM THE SW CORNER OF SAID NE1/4 OF THE SE1/4, SAID POINT OF BEGINNING BEING A CHISELED "X"; THENCE N2°20'54"E 164.50 FEET TO A FOUND IRON PIPE; THENCE N86°43'35"W 61.55 FEET TO A SET IRON PIN; THENCE S2°30'33"W 165.00 FEET TO A CHISELED "X"; THENCE S87°11'39"E 62.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.23 ACRES, MORE OR LESS, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

WASHINGTON COUNTY PARCEL: 765-02590-000

STREET ADDRESS: 1326 W CLEVELAND ST FAYETTEVILLE, AR 72701

SURVEY DESCRIPTION: A PART OF THE NE1/4 OF THE SE1/4 OF SECTION 8, T-16-N, R-30-W DESCRIBED AS BEGINNING AT A POINT WHICH IS S87°11'39"E 165.00 FEET FROM THE SW CORNER OF SAID NE1/4 OF THE SE1/4, SAID POINT OF BEGINNING BEING A SET IRON PIN; THENCE S87°11 '39"E 88.00 FEET TO A CHISELED "X"; THENCE N2°30'33"E 165.00 FEET TO A SET IRON PIN; THENCE S86°43'35"E 61.55 FEET TO A FOUND IRON PIPE; THENCE N2°34'33"E 363.50 FEET TO A FOUND IRON PIN; THENCE N86°57'10"W 149.82 FEET TO A FOUND IRON PIN; THENCE S2°31'32"W 528.63 FEET TO THE POINT OF BEGINNING, CONTAINING 1.58 ACRES, MORE OR LESS, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

WASHINGTON COUNTY PARCEL: 765-02588-000

STREET ADDRESS: 1338 W CLEVELAND ST FAYETTEVILLE, AR 72701

SURVEY DESCRIPTION: A PART OF THE N1/2 OF THE SE1/4 OF SECTION 8, T-16-N, R-30-W DESCRIBED AS BEGINNING AT THE SW CORNER OF THE NE1/4 OF SAID SE1/4; THENCE S87°11'39"E 165.00 FEET TO A SET IRON PIN; THENCE N2°31'32"E 528.63 FEET TO A FOUND IRON PIN; THENCE N87°22'00"W 176.44 FEET TO A SET IRON PIN WHICH IS 11.3 FEET WEST OF THE EAST LINE OF THE NW1/4 OF THE SE1/4; THENCE S3°20'55"W 279.16 FEET TO A FOUND IRON PIPE WHICH IS 15.4 FEET WEST OF THE EAST LINE OF THE NW1/4 OF THE SE1/4; THENCE S2°43'35"W 228.84 FEET TO A FOUND IRON PIN; THENCE S86°50'49"E 16.25 FEET TO A SET IRON PIN; THENCE ALONG THE WEST LINE OF SAID NE1/4 OF THE SE1/4, S2°30'33"W 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.17 ACRES, MORE OR LESS, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

PROPERTY TO BE REZONED FROM RSF4 TO NEIGHBORHOOD CONSERVATION – 1.41 ACRES

SURVEY DESCRIPTION: A PART OF THE N1/2 OF THE SE1/4 OF SECTION 8, T-16-N, R-30-W DESCRIBED AS BEGINNING AT THE SW CORNER OF THE NE1/4 OF SAID SE1/4; THENCE S87°11'39"E 23.75 FEET; THENCE N2°43'35"E 275.00 FEET; THENCE S87°11'39"E 90.00 FEET; THENCE N2°43'35"E 123.00 FEET; THENCE S87°11'39"E 142.74 FEET; THENCE N2°43'35"E 130.23 FEET; THENCE N86°57'10"W 93.34 FEET TO A FOUND IRON PIN; THENCE N87°22'00"W 176.44 FEET TO A SET IRON PIN WHICH IS 11.3 FEET WEST OF THE EAST LINE OF THE NW1/4 OF THE SE1/4; THENCE S3°20'55"W 279.16 FEET TO A FOUND IRON PIPE WHICH IS 15.4 FEET WEST OF THE EAST LINE OF THE NW1/4 OF THE SE1/4; THENCE S2°43'35"W 228.84 FEET TO A FOUND IRON PIN; THENCE S86°50'49"E 16.25 FEET TO A SET IRON PIN; THENCE ALONG THE WEST LINE OF SAID NE1/4 OF THE SE1/4, S2°30'33"W 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.41 ACRES, MORE OR LESS, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

PROPERTY TO BE REZONED FROM RSF4 TO RESIDENTIAL INTERMEDIATE URBAN – 1.88 ACRES

SURVEY DESCRIPTION: A PART OF THE N1/2 OF THE SE1/4 OF SECTION 8, T-16-N, R-30-W DESCRIBED AS BEGINNING AT A POINT WHICH IS S87°11'39"E 165.00 FEET FROM THE SW CORNER OF NE1/4 OF THE SE1/4, SAID POINT OF BEGINNING BEING A SET IRON PIN; THENCE S87°11 '39"E 88.00 FEET TO A CHISELED "X"; THENCE S87°11 '39"E 5.00 FEET; THENCE N2°30'33"E 398.00 FEET; THENCE N87°11'39"W 142.74 FEET; THENCE S2°43'35"W 123.00 FEET; THENCE N87°11'39"W 90.00 FEET; THENCE S2°43'35"W 275.00 FEET; THENCE S87°11'39"E 141.25 FEET TO THE POINT OF BEGINNING, CONTAINING 1.88 ACRES, MORE OR LESS, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

BILL OF ASSURANCE
FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") **Arkansas Legacy 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. In the area proposed to be rezoned to Residential Intermediate - Urban (RI_U), development of the property will be limited to a residential density of no more than 18 units per acre.

2. 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, Paul E. Jeske, as the owner, developer or buyer (Petitioner) voluntarily offer all such assurances and sign my name below.

8/25/2017
Date

Paul E. Jeske
Printed Name

2870 Riverside Drive S
Address
Salem, OR 97306

Paul E. Jeske
Signature

NOTARY OATH

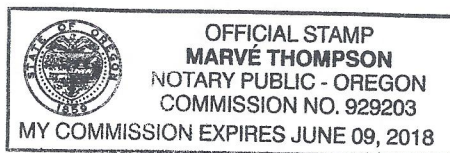
STATE OF OREGON }
COUNTY OF MARION }

And now on this the 25th day of August, 2017 appeared before me, Marv Thompson, 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.

My Commission Expires:

6/9/2018

[Signature]
NOTARY PUBLIC



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 ☒ Representative

Applicant (person making request):

Name: Arkansas Legacy LLC

ATTN: Paul Jeske

Address: 5647 Knox St.

Merriam, KS 66203

E-mail: jeske.paul@yahoo.com

Phone:

() 503.930.6709

() _____

Fax:

() _____

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

Name: Community By Design LLC

ATTN: Brian Teague

Address: 100 W Center St. Suite 300

Fayetteville, AR 72701

E-mail: brian@communitybydesignllc.com

Phone:

() 479.790.6775

() _____

Fax:

() _____

Site Address / Location: 1324, 1326, 1338 W Cleveland Street
Fayetteville, AR 72701

Current Zoning District: RMF24 & RSF4

Requested Zoning District: RMF24, RI-U, NC

Assessor's Parcel Number(s) for subject property: 765-02588-000, 765-02590-000, 765-02582-000

FINANCIAL INTERESTS

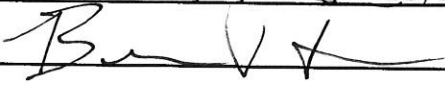
The following entities and / or people have financial interest in this project:

Arkansas Legacy 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): Community By-Design LLC, Brian Teague

Date: 2/28/17

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.)*

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

Arkansas Legacy LLC
Name (printed): Paul Jeske, Manager

5647 Knox St.
Address: Merriam, KS 66203

Signature: 

Date: 8/25/2017

Phone:

() 503.930.6709

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: Quin Thompson, Planner **UPDATED 10-10-2017**

MEETING DATE: ~~October 9, 2017~~

SUBJECT: **RZN 17-5933: Rezone (1324 W. CLEVELAND ST./ARKANSAS LEGACY, LLC. 443):** Submitted by COMMUNITY BY DESIGN, INC. for properties at 1324 W. CLEVELAND ST. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE, and contains approximately 3.29 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION and RI-U, RESIDENTIAL INTERMEDIATE-URBAN, subject to a Bill of Assurance.

RECOMMENDATION:

Staff recommends forwarding **RZN 17-5933** to the City Council with a recommendation of approval, based on the findings herein.

BACKGROUND:

The property is located on the north side of Cleveland Street, just east of Razorback Road. The site contains two existing single-family homes that were constructed in the 1920's. The property contains approximately 3.29 acres, and is zoned RSF-4, Residential Single-family. The property is surrounded by a variety of land uses and zoning designations including the University of Arkansas campus across Cleveland Street to the south. The applicant owns a narrow sliver of land adjacent to the east that is undeveloped and currently zoned RMF-24, Residential Multi-family 24 units per acre. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single-family/Undeveloped	RSF-4, Residential Single-Family
South	UARK Student Housing	P-1, Institutional
East	Fraternity House	RMF-24, Residential Multi-Family
West	Single-family Homes	RSF-4, Residential Single-Family

DISCUSSION:

Request: The property owner requests to rezone the western 1.41 acres of the property to NC, Neighborhood Conservation and the eastern 1.88 acres of the property to RI-U, Residential Intermediate-Urban, zoning districts as shown on the attached exhibits. The applicant has submitted a Bill of Assurance that will restrict the maximum density within the proposed RI-U portion to a maximum of 18 units per acre.

Public Comment: Staff has received questions from the public, but no comments either in support or against the proposal.

INFRASTRUCTURE:

- Streets:** The site has direct access to Cleveland Street.
- Water:** Public water is available to the site. There is a 6-inch line along Cleveland Street and a 12-inch line that runs north and south along the west property line.
- Sewer:** Public sewer is available to the site. There is an 8-inch line along Cleveland Street.
- Drainage:** Standard improvements and requirements for drainage will be required for any development. This property is not affected by the 100-year floodplain or the Streamside Protection Zones.
- Fire:** This development will be protected by Engine 2 located at 708 N. Garland Avenue. It is 1 mile from the station with an anticipated response time of 3 minutes to the beginning of the development. The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.
- Police:** The Police Department had no comment.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as **City Neighborhood Area**. City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multi-family. City Neighborhood Areas encourage complete, compact and connected neighborhoods and non-residential uses are intended to serve the residents of Fayetteville, rather than a regional population. While they encourage dense development patterns, they do recognize existing conventional strip commercial developments and their potential for future redevelopment in a more efficient urban layout.*

City Neighborhood Guiding Policies:

- a. Protect adjoining properties from the potential adverse impacts associated with non-residential uses adjacent to and within residential areas with proper mitigation measures that address scale, massing, traffic, noise, appearance, lighting, drainage, and effects on property values.
- b. Provide non-residential uses that are accessible for the convenience of individuals living in residential districts and where compatibility with existing desirable development patterns occurs.
- c. Reduce the length and number of vehicle trips generated by residential development by enhancing the accessibility to these areas; encourage walkability as part of the street function.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The proposal to rezone the property to a mixture of NC and RI-U zoning districts, will allow the property to be developed with medium density residential uses that are consistent with City policies and goals for the neighborhood.

Land Use Compatibility: The proposed zoning is compatible with surrounding land uses, which display a wide range of residential types and densities, from established a low density single-family neighborhood pattern to the west, to a very high density student dormitory across Cleveland to the south. The proposed zoning places higher density multi-family development potential toward the east side of the property, adjacent to exiting multi-family development and RMF-24 zoned land, and begins to taper development potential adjacent to existing single-family properties with the NC zone, in which only single-family residential units are allowed by right, with density capped at 10 units per acre. This strategy places the most intense and dense uses near existing similar uses, and further from single-family homes to the west.

Land Use Plan Analysis: The proposal is consistent with the goals of the City Plan 2030 Future Land Use Map, which designates this property as City Neighborhood Area, which anticipates a wide variety of land uses, including dense residential development and commercial uses where appropriate. The proposed zonings allow development patterns that encourage traditional town forms intended to decrease vehicle trips and create walkable environments. In staff opinion, increased residential density adjacent to the UARK campus is likely to result in developments meeting these goals.

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

Finding: Given the proximity to the UARK campus, and the high density and intensity of use that this institution generates, staff finds the proposed rezoning from low density suburban zoning to an intermediate density is justified. The proposal will create opportunity for appropriate infill development, the first goal of City Plan 2030.

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

Finding: The site has access to Cleveland Street, a fully improved two lane street. The proposed zoning would allow uses likely to increase traffic in an area that can be congested at times. Future development is likely to contribute to traffic and potential congestion at this location. Street conditions will be evaluated for traffic danger at the time of development, and improvements required as necessary to mitigate any issues.

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: Rezoning the property from RSF-4 to NC and RI-U will allow residential development at significantly higher densities than currently allowed, however that development should not undesirably increase the load on public services. The Police and Fire Departments have expressed no 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 17-5933** to the City Council with a recommendation for approval as proposed, subject to a Bill of Assurance.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>October 9, 2017</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: JOHNSON, MOTION TO FORWARD TO CITY COUNCIL WITH A RECOMMENDATION FOR APPROVAL.			
Second: SCROGGIN			
Vote: 9-0-0			
CITY COUNCIL ACTION: Required <u>YES</u>			
Date: <u>November 20, 2017</u>	☐ Approved	☐ Denied	

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - o §161.07, RSF-4, Residential Single-family/4 units per acre
 - o §161.11, RI-U, Residential Intermediate-Urban
 - o 161.29, NC, Neighborhood Conservation
- Fire Department Comments
- Request Letter
- Proposed Rezoning Exhibit
- Bill of Assurance
- One Mile Map
- Close Up Map
- Current Land Use Map
- Future Land Use Map

UDC SECTIONS

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 12a	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; Ord. No. [5945](#), §8, 1-17-17)

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
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(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)

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 four (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	Cluster 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

(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>; Ord. No. [5921](#), §1, 11-1-16; Ord. No. [5945](#), §§ 5, 7—9, 1-17-17)

G:\ETC\Development Services Review\2017\Development Review\17-5933 RZN 1324 W. Cleveland St. (Ar. Legacy, LLC) 443\03 Planning Commission\10-09-2017\Comments and Redlines



The City of Fayetteville Fire Department
303 W. Center St. Fayetteville, AR. 72701

Phone (479) 575-8365 Fax (479) 575-0471

To: Community by Design, Jesse Fulcher
From: Will Beeks, Assistant Fire Marshal
Date: May 12, 2015
Re: RZN 15-5066

This development will be protected by Engine 2 located at 708 N Garland.
It is 1 miles from the station with an anticipated response time of 3 minutes to the beginning of the development.

The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.

If you have any questions please feel free to contact me.

Captain Will Beeks
Fayetteville Fire Department

August 30, 2017
Via Hand Delivery

Mr. Andrew Garner
Zoning and Development Administrator
City of Fayetteville
125 West Mountain Street
Fayetteville, Arkansas 72701

RE: Rezoning Request for Properties at 1324, 1326, and 1338 West Cleveland Street
Submittal Package

Mr. Garner,

As a representative of Arkansas Legacy, LLC, owner of 3.98 acres on 3 separate parcels located at 1324, 1326, and 1338 West Cleveland Street, I respectfully request the City of Fayetteville to approve an ordinance to rezone the portions of the subject properties currently zoned Residential Single Family 4 unit per acre (RSF-4) to a combination of Neighborhood Conservation (NC) and Residential Intermediate – Urban (RI-U). The area currently zoned RSF-4 totals approximately 3.29 acres. The proposal is to re-zone the 3.29 acres to 1.41 acres NC and 1.88 acres RI-U in accordance with Exhibit #5 – Proposed Zoning Map.

The portion of the property currently zoned RMF-24 will keep this zoning classification. A Bill of Assurance is proposed by the owner that would limit density to no more than 18 units per acre on the property proposed to be rezoned to RI-U.

Please find the following documents required for processing the rezoning request:

- One (1) PDF copy of a completed and signed rezoning application.
- One (1) PDF copy of Exhibit #1 – Survey Description of Property to be Rezoned.
- One (1) PDF copy of Exhibit #2 – County Parcel Map.
- One (1) PDF copy of Exhibit #3 – Written Description of Request per City of Fayetteville rezoning application.
- One (1) PDF copy of Exhibit #4 – Bill of Assurance proposed with this rezoning application.
- One (1) PDF copy of Exhibit #5 – Proposed Zoning Map.
- One (1) compact disc with PDF copies of the documents listed above.
- One (1) check for \$330.00

Please let me know if you have any questions or if you need additional information in order to process this request.

Sincerely,



Brian Teague
Community By Design

EXHIBIT #3 - WRITTEN DESCRIPTION OF REQUEST PER THE CITY OF FAYETTEVILLE REZONING APPLICATION

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

The subject properties are currently owned by Arkansas Legacy, LLC. There are no proposed or pending property sales.

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

The existing zoning does not allow development consistent with the City Plan 2030 or the City Neighborhood Future Land Use designation. This is the primary reason for the zoning change request. According to City Plan 2030, the City Neighborhood Future Land Use designation attached to the property encourages denser development. The existing RSF-4 zoning district encourages low density development and the large lot size and the street frontage requirements of this district prevent the construction of the unit types as envisioned in the City plan.

The proposed Residential Intermediate – Urban (RI-U) and Neighborhood Conservation (NC) zoning districts encourage higher density consistent with City Plan 2030 and the City Neighborhood Future Land Use designation but at a scale that is very similar to that of single-family homes. The zoning change will allow for the highest and best use of the property in a manner consistent with the City's long range planning goals.

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

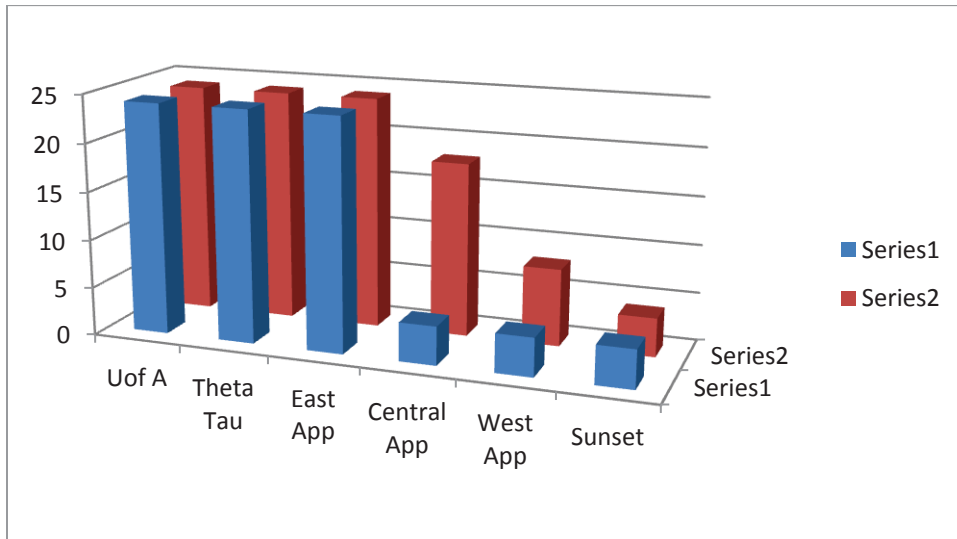
The proposed zoning is designed to be sensitive to the surrounding neighborhood. The area proposed for the zoning change is a unique transitional location. The complexity and special nature of the site is apparent when considering the property from both east to west and north to south perspectives. The zoning requested is a 'transitional approach' from the high density (University use) on the east side to the residential use on the west side. The proposed zoning will create an east to west transition in the neighborhood going from RMF-24 to RI-U to Neighborhood Conservation to RSF-4. This is a very neighborhood friendly approach and ensures that building sizes and density of the units are appropriate to the area.

On the north to south axis there is also a transition. Going from a 10 story University dormitory to the south (the equivalent of an RMF-40+ or Downtown Core Zoning) the proposed zoning change would transition to the RSF-4 district to the north.

Zoning restrictions on density and height associated with the proposed zoning categories will create density, traffic and appearance that is compatible with and positively contribute to the surrounding neighborhood.

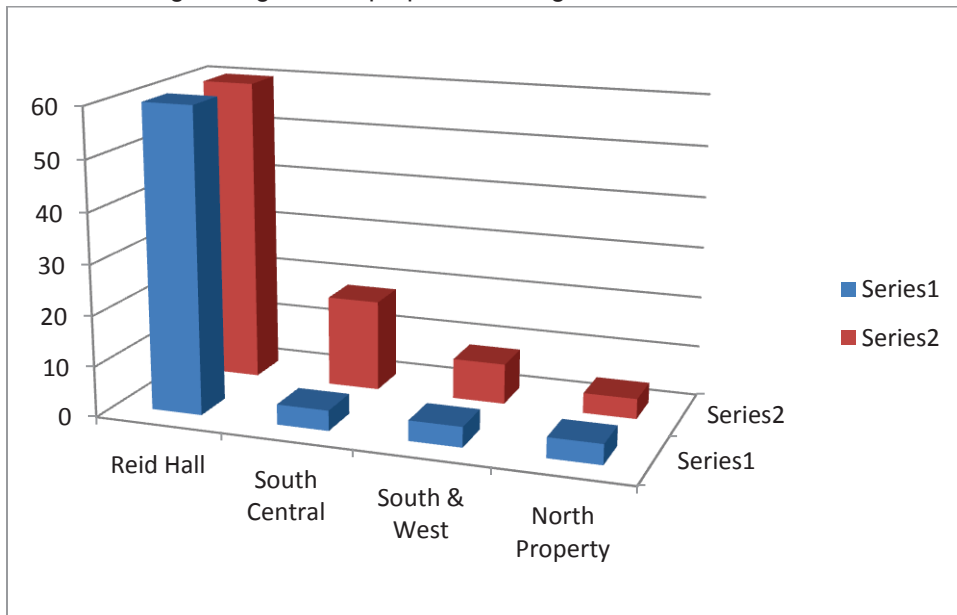
East to West Transition

Blue is current zoning, red is proposed zoning.



South to North Transition

Blue is existing zoning, Red is proposed zoning.



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

Water and Sewer is available. A 12" water main runs north to the south across the property along its west property line. A 6" water main runs west to east in the Cleveland Street Right of Way. An 8" sanitary sewer main also runs west to east in the Cleveland Street Right of Way.

- 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 with the attached Bill of Assurance is highly consistent with the City of Fayetteville Future Land Use Plan and City Plan 2030.

As mentioned previously, the City of Fayetteville Future Land Use Plan designates the property as "City Neighborhood". The written goals of this designation suggest a transition away from the lower-density, single-use neighborhoods to the west to a denser type development with a mixture of both residential and nonresidential use. The property was likely given this designation due to its close proximity to the University of Arkansas, Leverett Elementary School, and other jobs / retail that are within a short walk from the property. The locations proximity to multiple walkable amenities and the existing transit stop immediately adjacent to the property will make it possible for development of this property to significantly contribute to the goals and objectives of the City Neighborhood Future Land Use designation.

Existing City Planning Goals

Contributions made by proposed zoning categories

<u>City Plan 2030 Goal 1</u> - We will make appropriate infill and revitalization our highest priorities. - Objective d – Promote densest development around logical future transit stops. - Objective g – Encourage new development that supports and complements the unique characteristics and economic values of employment clusters in and around downtown and the U of A.	The proposed zoning categories would provide housing on relatively undeveloped land. The land is immediately adjacent to the University of Arkansas and adjacent to existing homes. The development would support and complement the existing neighborhood and the housing and social needs of the area. The proposed zoning would encourage use of the existing transit stop. The homes would provide housing for University employees within walking distance. Children living within the master plan could easily walk to nearby Leverett Elementary.
<u>City Plan 2030 Goal 2</u> - We will discourage suburban sprawl. Accommodating growth in the center of the city preserves farms and forests on the edge.	Development of a medium density housing at a single-family scale in this location will reduce the need for less dense development further away from the center of the City.
<u>City Plan 2030 Goal 3</u> - We will make traditional town form the standard. - Objective a – Require new growth that results in neighborhoods, districts, and corridors that are: - compact - via denser housing; meaningful open spaces & preserves; small blocks - complete - via varied housing; mixed uses; civic uses; jobs-housing mix in the neighborhoods - connected - via street-oriented buildings; interconnected streets; interconnected greenways & trails - Objective b – Prepare a transit-worthy community: densify in highly walkable areas along logical future transit routes, and anticipate rail, street cars and other alternative transit modes	The proposed zoning categories will encourage development in a manner consistent with 'traditional town form.' The development would be compact and connected via street oriented buildings and interconnected sidewalks. With its walkable location the property lends itself to more dense housing. In addition to the already walkable location, the transit stop immediately adjacent to the property will further encourage residents to be less dependent on the car for transportation. Connected with tree-lined lanes, sidewalks, and pedestrian pathways, planned open spaces for the property will provide a high quality area for interaction between the neighbors.
<u>City Plan 2030 Goal 4</u> - We will grow a livable transportation network. - Objective a – Community design should precede and outrank traffic planning. - Objective b – Make walkable, cyclist friendly road designs with slow design speeds, and block and	The location of the property and the medium density design is very pedestrian friendly. The existing transit stop adjacent to the property will be an important asset for residents and offer transportation options that do not include the car.

street layouts the standard; walkability is a part of the street function. • Objective f - Commit to evolving a rich menu of transit choices, including citywide and regional mass transit. • Objective h - Plan employment in locations with access to walkable amenities and transit rather than in isolated locations.	The proposed zoning will help to create a very livable space within the development and minimize the impact to the surrounding neighborhood.
<u>City Plan 2030 Goal 5</u> - We will assemble an enduring green network. • Objective a – Vigilantly nurture a continuum of greenspace, including riparian buffer areas, canopy restoration and protection, small neighborhood parks and squares, major parks and recreation facilities, greenways and trails, and large-scale preserves.	Zoning requirements for preserving existing mature trees and creating 'green spaces' will be met or exceeded. Greenways along planned pedestrian pathways will preserve many existing mature trees. A small green space for use by residents of the neighborhood will be provided which will preserve many mature trees.
<u>City Plan 2030 Goal 6</u> - We will create opportunities for attainable housing • Objective a – Increase housing choices by encouraging a mixture of housing types and sizes and dispersed throughout the city. • Objective c – Establish partnerships with non-profit and private entities to facilitate the development of attainable workforce housing. • Objective d - Make housing relatively more affordable by influencing cost of living items such as utilities and transportation. Complete, compact and connected neighborhoods are pedestrian-friendly and provide everyday services within walking distance, allowing residents to reduce transportation costs, which could positively affect their ability to obtain housing.	The proposed combination of zoning categories requested creates an opportunity to develop a mixture of housing types and sizes that will allow residents to age in place. The goal is not to create a monoculture, but to build a range of unit types that will provide the opportunity for someone to live out their entire lives in the neighborhood. The proposed zoning and potential development will create attainable housing in two ways. Since there is a range of housing types, smaller houses will be available that will be more affordable simply due to their smaller square footage. On average, residents of Northwest Arkansas pay more for their transportation than they do for their housing. The zoning development will provide the option to significantly reduce and in some cases nearly eliminate the cost of personal auto transportation. No similar neighborhood exists in the area immediately adjacent to the University campus.

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

As stated previously, the existing zoning does not allow development consistent with the City Plan 2030 or the City Neighborhood Future Land Use designation. This is the primary reason for the zoning change request.

The proposed zoning is highly consistent with the planning objectives, principles, and policies of the City of Fayetteville Future Land Use Plan and City Plan 2030. The proposed zoning seems justified and needed at this time.

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

Traffic studies provided for analysis of the approved Project Cleveland (R-PZD 12-4079) showed that it would not have a significant impact to traffic on the surrounding streets and that levels of service on surrounding streets would not be significantly impacted. Separated by only 189 feet from the approved Project Cleveland PZD, The potential development levels associated with these zoning categories is much lower than the Project Cleveland. Given its close proximity and

while containing significantly less dwelling units, the requested zoning should not have a significant impact on traffic conditions either.

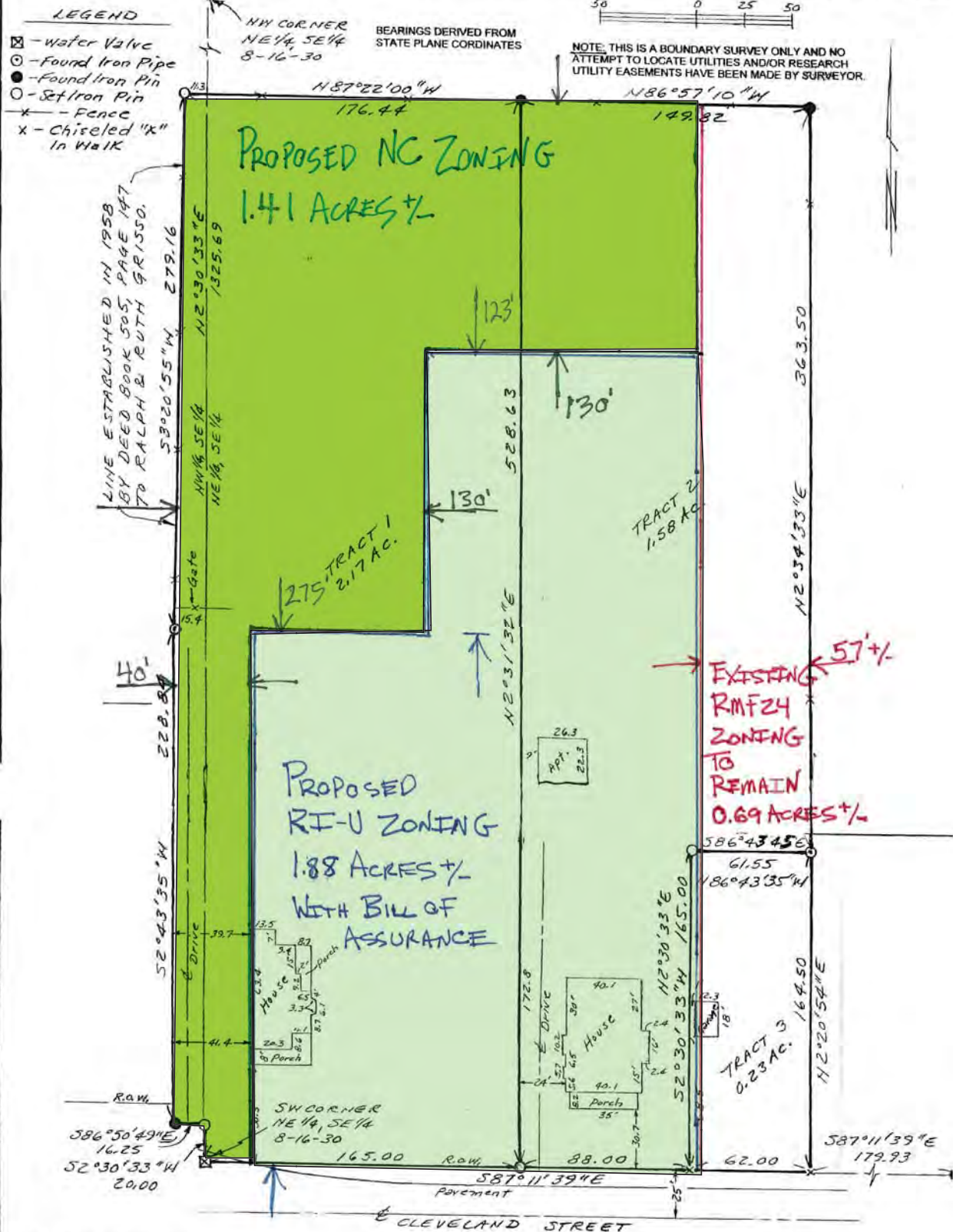
h. Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Rezoning the property as requested with a Bill of Assurance would not significantly increase the load to public services.

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

If the subject property was developed under the existing zoning classification, then many of the goals, objectives, and principles of the City of Fayetteville Future Land Use Plan and City Plan 2030 could not be met. Rezoning the property to the unique combination of zones would allow the goals, objectives, and principles of the City of Fayetteville Future Land Use Plan and City Plan 2030 to be met. (See discussion of contribution to City goals in part e.)

PROPOSED ZONING MAP - EXHIBIT #5 1" = 50' (11" x 17")



TRACT 1 DESCRIPTION

A PART OF THE N1/2 OF THE SE1/4 OF SECTION 8, T-16-N, R-30-W DESCRIBED AS BEGINNING AT THE SW CORNER OF THE NE1/4 OF SAID SE1/4; THENCE S87°11'39"E 165.00 FEET TO A SET IRON PIN; THENCE N2°31'32"E 528.63 FEET TO A FOUND IRON PIN; THENCE N87°22'00"W 176.44 FEET TO A SET IRON PIN WHICH IS 11.3 FEET WEST OF THE EAST LINE OF THE NW1/4 OF THE SE1/4; THENCE S3°20'55"W 279.16 FEET TO A FOUND IRON PIPE WHICH IS 15.4 FEET WEST OF THE EAST LINE OF THE NW1/4 OF THE SE1/4; THENCE S2°43'35"W 228.84 FEET TO A FOUND IRON PIN; THENCE S86°50'49"E 16.25 FEET TO A SET IRON PIN; THENCE ALONG THE WEST LINE OF SAID NE1/4 OF THE SE1/4, S2°30'33"W 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.17 ACRES, MORE OR LESS, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

TRACT 2 DESCRIPTION

A PART OF THE NE1/4 OF THE SE1/4 OF SECTION 8, T-16-N, R-30-W DESCRIBED AS BEGINNING AT A POINT WHICH IS S87°11'39"E 165.00 FEET FROM THE SW CORNER OF SAID NE1/4 OF THE SE1/4, SAID POINT OF BEGINNING BEING A SET IRON PIN; THENCE S87°11'39"E 88.00 FEET TO A CHISELED "X"; THENCE N2°30'33"E 165.00 FEET TO A SET IRON PIN; THENCE S86°43'35"E 61.55 FEET TO A SET IRON PIN; THENCE N2°34'33"E 363.50 FEET TO A FOUND IRON PIPE; THENCE N86°57'10"W 149.82 FEET TO A FOUND IRON PIN; THENCE S2°31'32"W 528.63 FEET TO THE POINT OF BEGINNING, CONTAINING 1.58 AC.

TRACT 3 DESCRIPTION

A PART OF THE NE1/4 OF THE SE1/4 OF SECTION 8, T-16-N, R-30-W DESCRIBED AS BEGINNING AT A POINT WHICH IS S87°11'39"E 315.00 FEET FROM THE SW CORNER OF SAID NE1/4 OF THE SE1/4, SAID POINT OF BEGINNING BEING A CHISELED "X"; THENCE N2°20'54"E 164.50 FEET TO A FOUND IRON PIPE; THENCE N86°43'35"W 61.55 FEET TO A SET IRON PIN; THENCE S2°30'33"W 165.00 FEET TO A CHISELED "X"; THENCE S87°11'39"E 62.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.23 ACRES, MORE OR LESS, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

PLAT OF SURVEY FOR THE JESKE FAMILY

DATE: 2/27/27
SCALE: 1" = 50'
DRAWN BY: DA
JOB NO.: A-33
HEMINGWAY
AD PLS

BILL OF ASSURANCE FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") **Arkansas Legacy 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. In the area proposed to be rezoned to Residential Intermediate - Urban (RI_U), development of the property will be limited to a residential density of no more than 18 units per acre.

2. 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, Paul E. Jeske, as the owner, developer or buyer (Petitioner) voluntarily offer all such assurances and sign my name below.

8/25/2017
Date

Paul E. Jeske
Printed Name

2870 Riverside Drive S
Address
Salem, OR 97306

Paul E. Jeske
Signature

NOTARY OATH

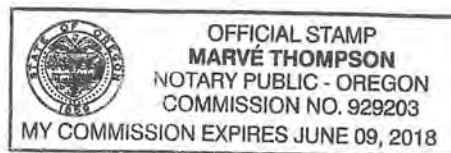
STATE OF OREGON }
COUNTY OF MARION }

And now on this the 25th day of August, 2017 appeared before me, Marv Thompson, 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.

[Signature]
NOTARY PUBLIC

My Commission Expires:

6/9/2018



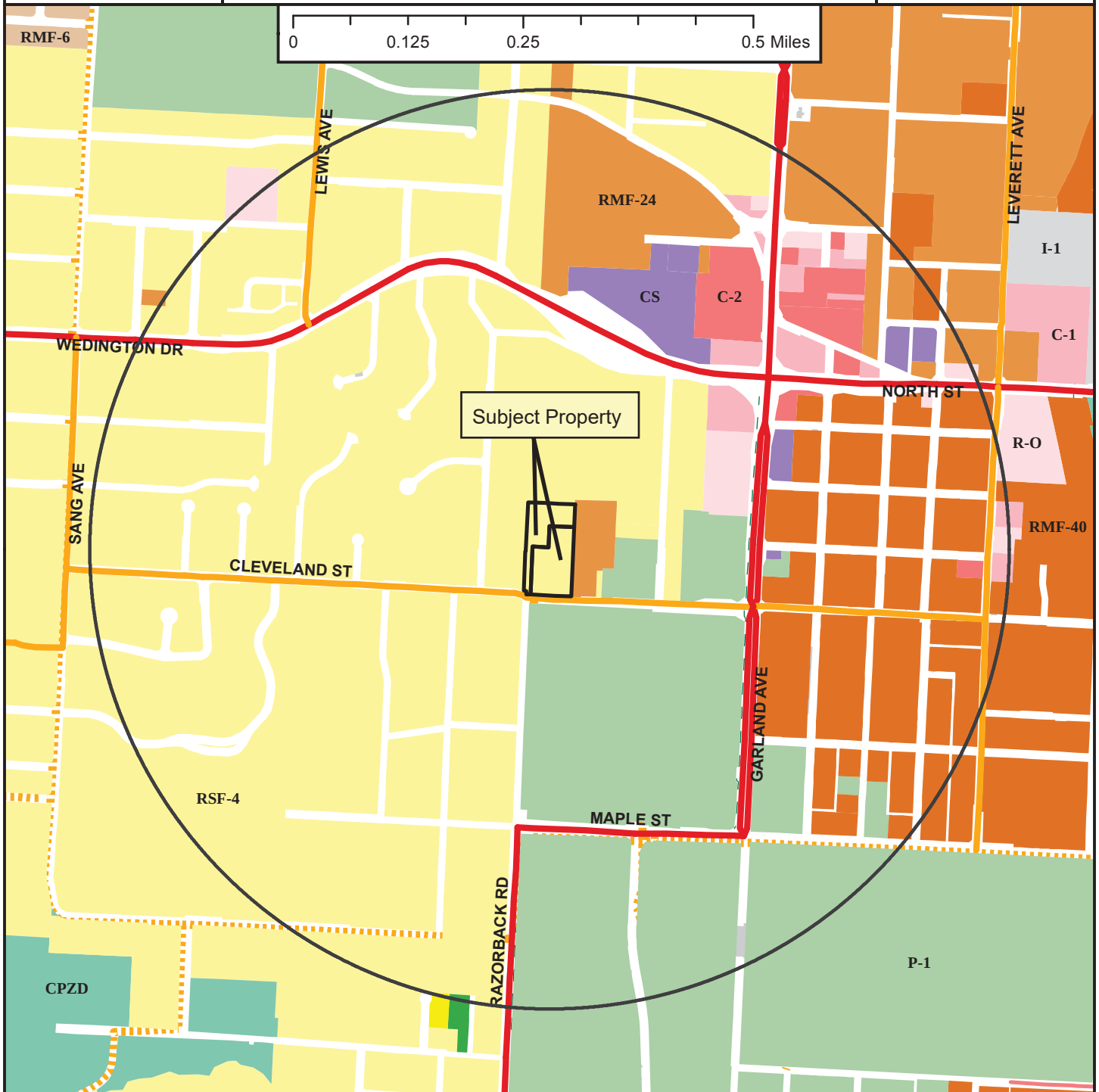
RZN 17-5933

AR. LEGACY, LLC

One Mile View

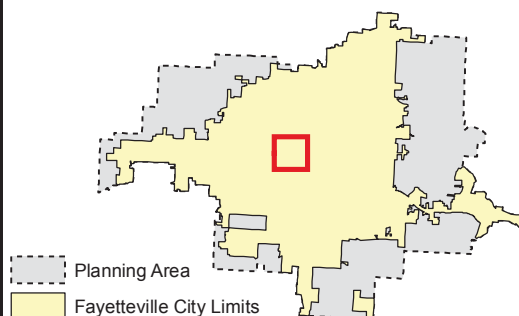


0 0.125 0.25 0.5 Miles



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**
- Residential-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

Planning Commission

October 9, 2017

Agenda Item 6

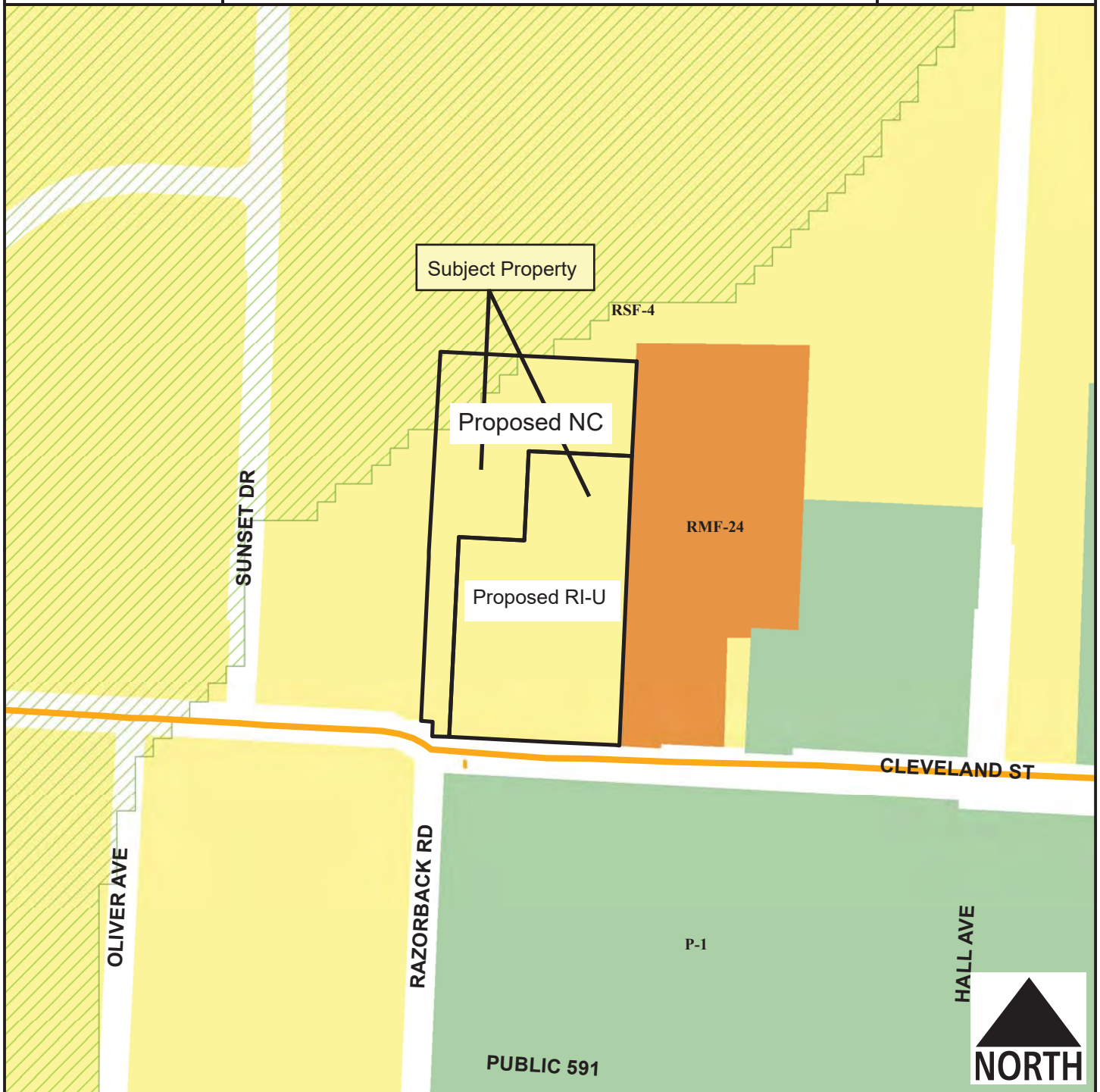
17-5933 Arkansas Legacy, LLC

Page 22 of 25

RZN 17-5933

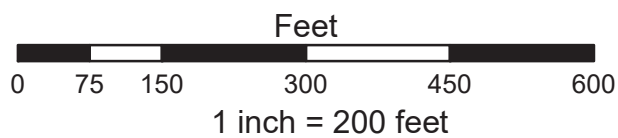
AR. LEGACY, LLC

Close Up View



Legend

- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



- RSF-4
- RMF-24
- P-1

Planning Commission

October 9, 2017

Agenda Item 6

17-5933 Arkansas Legacy, LLC

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RZN 17-5933

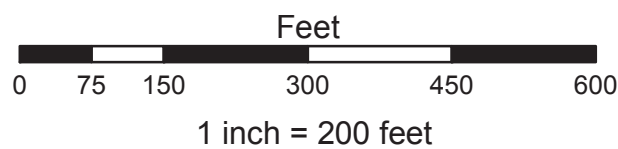
Current Land Use

AR. LEGACY, LLC



**Streets Existing
MSP Class**

-  COLLECTOR
-  Trail (Proposed)
-  Planning Area
-  Fayetteville City Limits



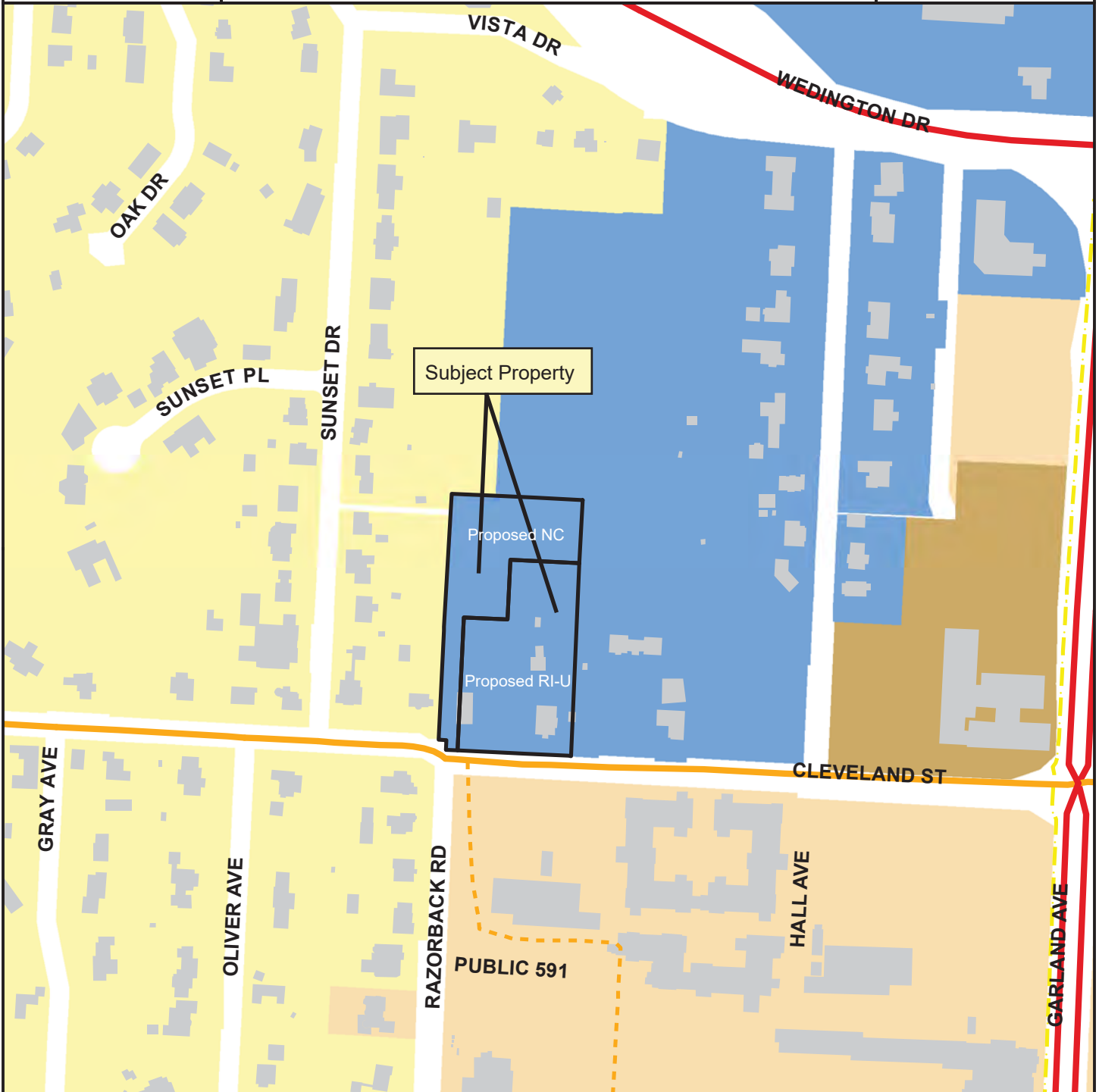
FEMA Flood Hazard Data

-  100-Year Floodplain
-  Floodway

RZN 17-5933

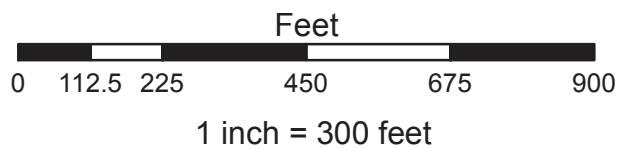
Future Land Use

AR. LEGACY, LLC



Legend

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



FUTURE LAND USE 2030

- Residential Neighborhood Area
- City Neighborhood Area
- Urban Center Area
- Civic Institutional
- Non-Municipal Government

Planning Commission

October 9, 2017

Agenda Item 6

17-5933 Arkansas Legacy, LLC

Page 25 of 25



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0610

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 5

CENTRAL EMERGENCY MEDICAL SERVICES:

A RESOLUTION TO APPROVE THE SALE OF THE PROPERTY AND BUILDING AT 833 NORTH CROSSOVER ROAD TO CENTRAL EMERGENCY MEDICAL SERVICES FOR USE AS AN AMBULANCE STATION FOR \$175,000.00 AND TO APPROVE MAYOR JORDAN'S EXECUTION OF A DEED AND ANY OTHER NECESSARY DOCUMENTS TO EFFECTUATE THIS SALE

WHEREAS, the need and proposed use of this old fire station on Highway 265 will assist CEMS to better provide emergency services to southeast Fayetteville residents; and

WHEREAS, consideration of the facilitation of emergency medical services to these Fayetteville residents and the likely savings to the City which contractually is required to provide financial support to CEMS justifies receiving \$2,000 less than the higher bid for this property.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the sale of the property and building at 833 North Crossover Road to Central Emergency Medical Services for use as an ambulance station for \$175,000.00 and to approve Mayor Jordan's execution of a deed and any other necessary documents to effectuate this sale.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a deed limitation to ensure that the use of this property shall be and remain to be for Central Emergency Medical Services provision of ambulance and other governmental type services.

City of Fayetteville Staff Review Form

2017-0610

Legistar File ID

11/7/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

10/18/2017

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution awarding Bid 17-69, Sale of Property—833 N. Crossover, to Central EMS in the amount of \$175,000.

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 # 174-17

Original Contract Number:

Approval Date:

Comments:



MEETING OF NOVEMBER 7, 2017

TO: Mayor and City Council

FROM: David Dayringer, Fire Chief

DATE: October 18, 2017

SUBJECT: Staff recommends approval of a resolution awarding Bid 17-69, Sale of Property—833 N. Crossover, to Central EMS in the amount of \$175,000.

RECOMMENDATION:

Staff recommends approval of a resolution awarding Bid 17-69, Sale of Property—833 N. Crossover, to Central EMS in the amount of \$175,000.

BACKGROUND:

City Council established that this land is no longer needed for municipal purposes and approved the sale of the property at 833 N. Crossover per Resolution 174-17.

DISCUSSION:

Two Bids were received for the property. On-Time Appraisals, LLC in the amount of \$177,000 and Central EMS in the amount of \$175,000. Staff recommends accepting the lower bid of \$175,000 from Central EMS because there are compelling reasons to accept the lower bid for the interest of public safety. The Fayetteville Fire Department agrees with the Central EMS statements in the Official Bid Tabulation Sheet:

“Central EMS intends to continue this property’s original use as a substation for delivery of lifesaving emergency care and transport by ambulance. The property is an ideal permanent location for the ambulance serving southeast Fayetteville and surrounding areas which is currently in a leased facility one mile south of this property. This substation responded to 2,134 calls in 2016 and is on track to respond to 2,237 calls in 2017. Central EMS operates in the City of Fayetteville and Washington County as the exclusive 911 provider of emergency and non-emergency ambulance, and medical dispatch. In addition to ambulance service, Central EMS also provides ambulance coverage at community events and all school football games including The University of Arkansas, provides infection control, clinical and medical direction, emergency management activities, and education for fire departments in our service area.”

We believe it is in the citizens best interest to have a permanent location for Central EMS on the East side of the City to better provide emergency services. This location will maintain the benchmark response times established by the Washington County Regional Ambulance Authority of 9 minutes or less 85% of the time. This standard contributes directly to the current high levels of cardiac arrest survival rates.

BUDGET/STAFF IMPACT:

The funds received through the sale of this property will be added to the Fire Department Capital Improvement Plan.

Attachments:

Final Bid Tabulation Sheet, Bid Documents, Notice of Public Hearing Documents



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

**TO: Mayor Jordan
City Council**

**CC: Don Marr, Chief of Staff
Paul Becker, Chief Financial Officer
Chief Dayringer**

FROM: Kit Williams, City Attorney

DATE: October 23, 2017

RE: Sale of 833 North Crossover

The City Administration has recommended the sale of the old fire station property on Highway 265 to Central Emergency Medical Services for \$175,000.00 rather than the \$177,000.00 offered by On-Time Appraisals, LLC.

The Fire Department "recommends accepting the lower bid of \$175,000 from Central EMS because there are compelling reasons. . . for the interest of public safety." CEMS states that the "property is an ideal permanent location for the ambulance serving southeast Fayetteville and surrounding area. . . ." CEMS also states: "We believe it is in the citizens best interest to have a permanent location for Central EMS on the east side of the City to better provide emergency services. . . . (This location) contributes, directly to the current high levels of cardiac arrest survival rates." Agenda memo.

The facilitation and improvement of public health and safety are valid factors and legitimate consideration that can be considered by the City Council to determine the best bid for this property. In addition, the City of Fayetteville has long purchased ambulance services for our citizens from CEMS so that cost savings for CEMS will allow its continued operation without additional expenses being passed to the City and others. Therefore,

the proposed sale of the property could be justified not only for the health and safety concerns for our citizens, but also in anticipated long-term savings of necessary revenue to fund CEMS operations.

If the City Council will agree to this reduced price to allow "a permanent location for Central EMS on the east side of the City to better provide emergency services," (CEMS statement) the City should limit use of the property by its deed to an ambulance facility, Use Unit 1 *City-Wide uses by right*, Use Unit 3 *Public Protection and Utility Facilities* and Use Unit 5 *Government Facilities*. This limitation provides further justification to sell this property for \$2,000.00 less than the other bid.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE THE SALE OF THE PROPERTY AND BUILDING AT 833 NORTH CROSSOVER ROAD TO CENTRAL EMERGENCY MEDICAL SERVICES FOR USE AS AN AMBULANCE STATION FOR \$175,000.00 AND TO APPROVE MAYOR JORDAN'S EXECUTION OF A DEED AND ANY OTHER NECESSARY DOCUMENTS TO EFFECTUATE THIS SALE

WHEREAS, the need and proposed use of this old fire station on Highway 265 will assist CEMS to better provide emergency services to southeast Fayetteville residents; and

WHEREAS, consideration of the facilitation of emergency medical services to these Fayetteville residents and the likely savings to the City which contractually is required to provide financial support to CEMS justifies receiving \$2,000 less than the higher bid for this property.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the sale of the property and building at 833 North Crossover Road to Central Emergency Medical Services for use as an ambulance station for \$175,000.00 and to approve Mayor Jordan's execution of a deed and any other necessary documents to effectuate this sale.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a deed limitation to ensure that the use of this property shall be and remain to be for Central Emergency Medical Services provision of ambulance and other governmental type services.

PASSED and APPROVED this 7th day of November, 2017.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA SMITH, City Clerk/Treasurer



Sale of Property - 833 N. Crossover Rd.

Bid No. 17-69

Official Bid Tabulation

Lioneld Jordan, Mayor
Number of Addendums: 0

Bidder		
	Central EMS	On Time Appraisals, LLC
Section A: Purchase Price (from Bidder to City)		
Description	Total Base Bid	Total Base Bid
Total Bid for Property in US Dollars from the Bidder for Property located at 833 N. Crossover Rd. Minimum Bid of \$162,000 required	\$175,000.00	\$177,000.00
Section B: Intended Use		
Describe the bidder's intended use for the property based on the price offered.	Central EMS intends to continue this property's original use as a substation for delivery of lifesaving emergency care and transport by ambulance. The property is an ideal permanent location for the ambulance serving southeast Fayetteville and surrounding areas which is currently in a leased facility one mile south of this property. This substation responded to 2,134 calls in 2016 and is on track to respond to 2,237 calls in 2017.	Bidder intends to use the property as a real estate appraisal office.
Section C: Community Benefit		
Describe any benefits to the community known or expected based on bid	Central EMS operates in the City of Fayetteville and Washington County as the exclusive 911 provider of emergency and non-emergency ambulance, and medical dispatch. In addition to ambulance service, Central EMS also provides ambulance coverage at community events and all school football games including the University of Arkansas, provides infection control, clinical and medical direction, emergency management activities, and education for fire departments in our service area.	Real estate appraisals are the cornerstone to providing security for mortgage based lending. They also support estates, individuals, and governing bodies by evaluating real assets.
Section D: Conditions of Sale		
List any conditions of this sale from the Bidder	A. Evidence room removed from garage. control policy issued by licensed operator.	Buyer expects the City Council to re-zone the subject property to residential office or higher commercial zoning. Buyer expects current electrical, plumbing, water, sewer, and fire protection/suppression systems to satisfy current code requirements.
Section E: Other		
List any additional factors the Bidder discloses to the City of Fayetteville	Use Unit 5 - Government Facilities. The City of Fayetteville owns and operates the Washington County Regional Ambulance Authority along with Washington County and the other eleven cities of the Interlocal Agreement for Ambulance Service effective January 1, 2016 - December 31, 2020.	Buyer regularly performs real estate appraisals for the Arkansas Highway Department and the Cities of Fayetteville, Springdale, Rogers, Bentonville, Tontitown, Centerton, Cave Springs, Farmington, Bella Vista, and Siloam Springs.

CERTIFIED:

A. Rennie
A. Rennie, Purchasing Manager

[Signature]
Witness

10/13/17

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

Bid 17-69, Sale of Property - 833 N. Crossover Rd.

BID FORM

Name of Bidder: Central EMS

EXECUTION OF BID: Any Conditions of Sale shall be provided by Bidder sealed with offer/bid. The bid form provided in this document shall be completed in its entirety. Bidders will not be allowed to make corrections to bid after the bid deadline.

Bid Disclaimer: The City of Fayetteville reserves the right to sell this property based on the best interest of the City as deemed by the Fayetteville City Council, which may include but is not limited to the intended use, community benefit, purchase price, conditions of sale, and other considerations. Due to the fact City Council will be evaluating the sale of this property, Bidders are encouraged to completely fill out the bid form. Alterations in bid will not be allowed after the bid deadline; therefore, Bidders are encouraged to bid on most favorable terms available.

Section A: Purchase Price (from Bidder to the City)

Total Bid for Property in US DOLLARS from the Bidder for property located at 833 N. Crossover Rd.
Minimum Bid of \$162,000 required

\$ 175,000
Amount payable to the City of Fayetteville, AR.
Minimum Bid of \$162,000 required

Section B: Intended Use

Describe the Bidder's intended use for the property based on the price offered

Central EMS intends to continue this property's original use as a substation for delivery of lifesaving emergency care and transport by ambulance. This property is an ideal permanent location for the ambulance serving southeast Fayetteville and surrounding areas which is currently in a leased facility one mile south of this property. This substation responded to 2134 calls in 2016 and is on track to respond to 2237 calls in 2017.

Section C: Community Benefit

Describe any benefits to the community known or expected based on bid

Central EMS operates in the City of Fayetteville and Washington County as the exclusive 911 provider of emergency and non-emergency ambulance, and medical dispatch. In addition to ambulance service, Central EMS also provides ambulance coverage at community events and all school football games including the University of Arkansas, provides infection control, clinical and medical direction, emergency management activities, and education for fire departments in our service area.

Section D: Conditions of Sale

List any conditions of this sale from the Bidder

- A. Evidence room removed from garage.
- B. Termite control policy issued by licensed operator.

Section E: Other

List any additional factors the Bidder discloses to the City of Fayetteville

Use Unit 5 - Government Facilities

The City of Fayetteville owns and operates the Washington County Regional Ambulance Authority along with Washington County and the other eleven cities of the Interlocal Agreement for Ambulance Service effective January 1, 2016 - December 31, 2020.

Upon signing this Bid, the bidder certifies:

1. Bidder has read and agrees to the requirements set forth in this proposal, including all specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
3. 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.
4. 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.
5. 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

X _____ 2.) RELATIONSHIP EXISTS (Please explain): City of Fayetteville is a member of WCRAA

Unsigned bids will be rejected. Items marked * are mandatory for consideration. Seal shall be included as applicable based on the company structure of the Bidder.

*Bid Submitted on this 11th day of October 2017.

*NAME OF BIDDER: Washington County Regional Ambulance Authority

*D/B/A or Corporation Name Central EMS

*ADDRESS: 645 S School Ave

*CITY: Fayetteville *STATE: AR *ZIP: 72701

*PHONE: (479) 521-5801 FAX: (479) 521-1690

*E-MAIL: omcadoo@centralems.org

*BY: (PRINTED NAME) Becky Stewart

*AUTHORIZED SIGNATURE: 

*TITLE: Chief

DUNS NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: 26-2943469

* COMPANY SEAL (If applicable) :

* Acknowledge Addendums (shall be acknowledged as applicable by all bidders):

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____



October 5, 2017

Mr. Kit Williams
City Attorney
City of Fayetteville, AR

Re: Sealed Bid Sale – 833 N. Crossover Rd., Fayetteville, AR

Dear Mr. Williams:

Mr. Stuart Sanders and On Time Appraisals, LLC have been excellent customers of Arvest Bank for many years. As the account manager for this relationship I am sending this letter at the request of Mr. Sanders. Mr. Sanders will be submitting a sealed bid for the purchase of real estate located at 833 N. Crossover Rd., Fayetteville, AR on or before the due date of October 12, 2017. Arvest Bank will make a loan that, with a cash down payment from Mr. Sanders, will support a purchase price up to \$177,000 for the above referenced real estate.

If you have any questions or require any additional information, please feel free to contact me at (479) 575-1109

Sincerely,

A handwritten signature in dark ink, appearing to read "C. Shy", written over the printed name "Craig A. Shy".

Craig A. Shy
Executive Vice President
Loan Manager

Bid 17-69, Sale of Property - 833 N. Crossover Rd.

BID FORM

Name of Bidder: On Time Appraisals LLC, Stuart H. Sanders, Member

EXECUTION OF BID: Any Conditions of Sale shall be provided by Bidder sealed with offer/bid. The bid form provided in this document shall be completed in its entirety. Bidders will not be allowed to make corrections to bid after the bid deadline.

Bid Disclaimer: The City of Fayetteville reserves the right to sell this property based on the best interest of the City as deemed by the Fayetteville City Council, which may include but is not limited to the intended use, community benefit, purchase price, conditions of sale, and other considerations. Due to the fact City Council will be evaluating the sale of this property, Bidders are encouraged to completely fill out the bid form. Alterations in bid will not be allowed after the bid deadline; therefore, Bidders are encouraged to bid on most favorable terms available.

Section A: Purchase Price (from Bidder to the City)

Total Bid for Property in US DOLLARS from the Bidder for property located at 833 N. Crossover Rd.
Minimum Bid of \$162,000 required

\$ 177,000.00

Amount payable to the City of Fayetteville, AR.
Minimum Bid of \$162,000 required

Section B: Intended Use

Describe the Bidder's intended use for the property based on the price offered

Bidder intends to use the property as a real estate appraisal office.

Section C: Community Benefit

Describe any benefits to the community known or expected based on bid

Real estate appraisals are the cornerstone to providing security for mortgage-based lending. They also support estates, individuals and governing bodies by evaluating real assets.

Section D: Conditions of Sale

List any conditions of this sale from the Bidder

Buyer expects the City Council to re-zone the subject property to Residential Office or higher commercial zoning. Buyer expects current electrical, plumbing, water, sewer & fire protection/suppression systems to satisfy current code requirements.

Section E: Other

List any additional factors the Bidder discloses to the City of Fayetteville

Buyer regularly performs real estate appraisals for the Arkansas Highway Department and the Cities of Fayetteville, Springdale, Rogers, Bentonville, Pontitum, Centerton, Cave Springs, Farmington, Bella Vista and Siloam Springs.

Upon signing this Bid, the bidder certifies:

1. Bidder has read and agrees to the requirements set forth in this proposal, including all specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
3. 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.
4. 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.
5. 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

X 2.) RELATIONSHIP EXISTS (Please explain): See Section E

Unsigned bids will be rejected. Items marked * are mandatory for consideration. Seal shall be included as applicable based on the company structure of the Bidder.

*Bid Submitted on this 11th day of October 2017.

*NAME OF BIDDER: Stuart Sanders

*D/B/A or Corporation Name On Time Appraisals LLC

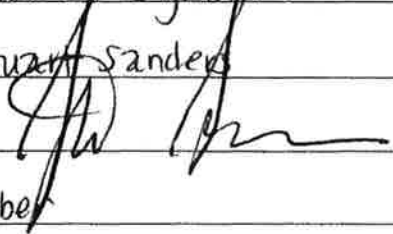
*ADDRESS: 19592 Mount T-Bo Lane

*CITY: Elkins *STATE: AR *ZIP: 72727

*PHONE: 479-236-4671 FAX: _____

*E-MAIL: ontimeappraisals7@gmail.com

*BY: (PRINTED NAME) Stuart Sanders

*AUTHORIZED SIGNATURE: 

*TITLE: Owner / Member

DUNS NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: 46-1918847

* COMPANY SEAL (if applicable) :

* Acknowledge Addendums (shall be acknowledged as applicable by all bidders):

Addendum No. A Dated: 6/23/17 Acknowledged by: [Signature]

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Certificate of Sign Posting



I, Harley Hunt,

attest that the above sign was posted on October 18, 2017 at 833 N. Crossover Road.

Harley Hunt

(signature of person completing the sign posting)

Certificate of Mailing

I hereby certify that a true and correct copy of the attached written notice was placed in the U.S. mail, first-class, postage prepaid this 18th day of October, 2017 and

addressed as follows:

Name: David S. Randle Revocable Trust

Street: 1767 E. Overland Dr.

City, State, Zip Fayetteville, AR 72703

Name: Southwestern Electric Power Company

Street: P.O. Box 16428

City, State Zip: Columbus, OH 43215

Name: Philip Hadfield

Street: 42 W. Louise St.

City, State, Zip Fayetteville, AR 72701

Name: Howard, Linda Rose and Lyndel Gary

Street: 729 N. Rockcliff Rd.

City, State, Zip Fayetteville, AR 72701

Granville Wynn

(name of person completing the mailing)

A handwritten signature in cursive script, appearing to read "Granville Wynn", is written over a horizontal line.

(signature of person completing the mailing)



October 18, 2017

David S. Randle Revocable Trust
1767 E Overland DR
Fayetteville, AR 72703

To Whom It May Concern,

NOTICE OF PUBLIC HEARING

A meeting of the City of Fayetteville City Council will be held on **November 7, 2017** at 5:30 p.m., in room 219, Fayetteville Administration Building at 113 W. Mountain Street, Fayetteville, Arkansas, 72701. The following item is required to be published in the local newspaper pursuant to the Code of Ordinances of the City of Fayetteville and will be heard at the **November 7, 2017** Fayetteville City Council meeting.

Bid 17-69, Sale of Property-833 N. Crossover Rd.: Submitted by CITY STAFF for property located 833 N. CROSSOVER ROAD. The sale of this property is intended to be considered and discussed at City Council meeting to be held in Room 219 of City Hall, 113 W. Mountain, Fayetteville, AR 72701.

Sincerely,

A handwritten signature in dark ink, appearing to read "David Dayringer", is written over a horizontal line.

David Dayringer
Fire Chief
Fayetteville Fire Department



October 18, 2017

Southwestern Electric Power Company
P.O. Box 16428
Columbus, OH 43215

To Whom It May Concern,

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Sincerely,

A handwritten signature in black ink, appearing to read "David Dayringer".

David Dayringer
Fire Chief
Fayetteville Fire Department



October 18, 2017

Philip Hadfield
42 W. Louise St.
Fayetteville, AR 72701

To Whom It May Concern,

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Sincerely,

A handwritten signature in cursive script, appearing to read "David Dayringer".

David Dayringer
Fire Chief
Fayetteville Fire Department



CITY OF
FAYETTEVILLE
ARKANSAS

October 18, 2017

Howard, Linda Rose and Lyndel Gary
729 N. Rockcliff Rd.
Fayetteville, AR 72701

To Whom It May Concern,

NOTICE OF PUBLIC HEARING

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Sincerely,

David Dayringer
Fire Chief
Fayetteville Fire Department

Wynn, Granville

From: Harrison, Andy
Sent: Tuesday, October 17, 2017 2:46 PM
To: Wynn, Granville
Subject: FW: Notice of Public Hearing for Newspaper

Granville,

The email below is all I will get from the paper until the affidavit of publication comes in.

Thank you.

Andy Harrison
Development Coordinator
Planning Division
125 W. Mountain
City of Fayetteville, Arkansas 72701
aharrison@fayetteville-ar.gov
T 479.575.8267 | F 479.575.8202
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Cathy Wiles [<mailto:cwiles@nwadg.com>]
Sent: Tuesday, October 17, 2017 2:50 PM
To: Harrison, Andy <aharrison@fayetteville-ar.gov>
Subject: RE: Notice of Public Hearing for Newspaper

Scheduled for Friday 10/20 cost is \$41.60

Thanks
Cathy

 **Cathy Wiles**
Classified Sales Manager | cwiles@nwadg.com
479-571-6421 |  

Northwest Arkansas Democrat-Gazette www.nwadg.com
Our community. Our paper.

212 N. East Ave. Fayetteville, AR 72701

From: Harrison, Andy [<mailto:aharrison@fayetteville-ar.gov>]
Sent: Tuesday, October 17, 2017 2:31 PM
To: Cathy Wiles
Subject: FW: Notice of Public Hearing for Newspaper

Cathy,

Can you get this into Friday's edition, please?

Andy Harrison

Development Coordinator

Planning Division

125 W. Mountain

City of Fayetteville, Arkansas 72701

aharrison@fayetteville-ar.gov

T 479.575.8267 | F 479.575.8202

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



CITY OF
FAYETTEVILLE
ARKANSAS

From: Wynn, Granville

Sent: Tuesday, October 17, 2017 2:23 PM

To: Harrison, Andy <aharrison@fayetteville-ar.gov>

Cc: Hardin, Brad <bhardin@fayetteville-ar.gov>; Hunt, Harlan <hhunt@fayetteville-ar.gov>

Subject: Notice of Public Hearing for Newspaper

Andy,

I have attached the Notice of Public Hearing with regards to the Sale of Property at 833 N. Crossover Rd. for the newspaper.

Thanks.

Granville

Granville Wynn

Financial Analyst

Fayetteville Fire Department

City of Fayetteville, Arkansas 72701

gwynn@fayetteville-ar.gov

T 479.718.7613 | F 479.575.8365

FAYETTEVILLE FIRE DEPARTMENT

[Website](#) | [Facebook](#) | [Twitter](#) |



CITY OF
FAYETTEVILLE
ARKANSAS



NORTHWEST ARKANSAS Democrat Gazette

P.O. BOX 1507, FAYETTEVILLE, AR 72701 • 479-442-1000 • FAX 479-445-1190 • WWW.NWGAZ.COM

AFFIDAVIT OF PUBLICATION

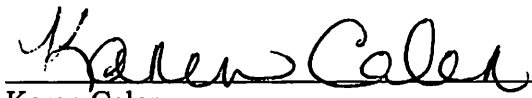
I Karen Caler, do solemnly swear that I am the Legal Clerk of the Northwest Arkansas Democrat-Gazette, printed and published in Washington County and Benton County, Arkansas, and of bona fide circulation, that from my own personal knowledge and reference to the files of said publication, the advertisement of:

CITY OF FAYETTEVILLE
Public Hearing

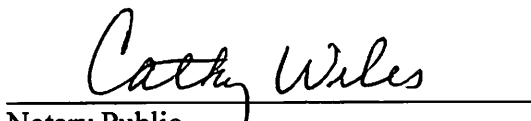
Was inserted in the Regular Edition on:

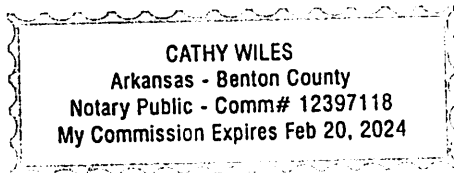
October 20, 2017

Publication Charges: \$ 41.60


Karen Caler

Subscribed and sworn to before me
This 24 day of Oct, 2017.


Notary Public
My Commission Expires: 2/20/2024



****NOTE****

Please do not pay from Affidavit.
Invoice will be sent.

NOTICE OF PUBLIC HEARING

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74313883 Oct. 20, 2017

===== TRANSACTION RECORD =====
NW ARK NEWSPAPERS LLC
212 N EAST AVE
FAYETTEVILLE, AR 72702
United States
WWW.NWADG.COM

TYPE: Purchase

ACCT: Visa \$ 41.60 USD

CARDHOLDER NAME : City of Fayetteville
CARD NUMBER : #####2501
DATE/TIME : 23 Oct 17 09:46:17
REFERENCE # : 001 0479453 M
AUTHOR. # : 076554
TRANS. REF. : C6014528

Approved - Thank You 100

Please retain this copy for your records.

Cardholder will pay above amount to
card issuer pursuant to cardholder
agreement.

=====



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0616

Agenda Date: 11/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 6

VIP CLUB:

AN ORDINANCE TO APPROVE THE APPLICATION OF SAMI AMMAR HADDAJI, ON BEHALF OF VIP CLUB FOR A PERMIT TO OPERATE AS A PRIVATE CLUB IN THE CITY OF FAYETTEVILLE AT 326 NORTH WEST AVENUE #6

WHEREAS, the Arkansas State Code definition of private club was amended to delete “regularly paying annual dues of not less than five dollars (\$5.00) per member” from the requirement that a private club “must have not fewer than one hundred (100) members,” and;

WHEREAS, Act 1112 of 2017, which amended the permitting procedure set forth in Ark. Code Ann. § 3-9-222 for private clubs in the State of Arkansas, requires the City Council to approve “by ordinance an application for a permit to operate as a private club” before the applicant can submit the application to the state Alcoholic Beverage Control Division.

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 approves the application of Sami Ammar Haddaji, on behalf of VIP Club, a copy of which is attached to the agenda request form, for a permit to operate as a private club in the City of Fayetteville at 326 North West Avenue #6.

City of Fayetteville Staff Review Form

2017-0616

Legistar File ID

11/7/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Kit Williams

10/24/2016

City Attorney /
General Government Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

An ordinance to approve the application of Sami Ammar Haddaji, on behalf of VIP Club for a permit to operate as a private club in the City of Fayetteville at 326 N. West Ave. #6

Budget Impact:

NA	NA
Account Number	Fund
NA	NA
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 #

Original Contract Number:

Approval Date:

Comments:

Legistar
2017-0616

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE APPLICATION OF SAMI AMMAR HADDAJI, ON BEHALF OF VIP CLUB FOR A PERMIT TO OPERATE AS A PRIVATE CLUB IN THE CITY OF FAYETTEVILLE AT 326 NORTH WEST AVENUE #6

WHEREAS, the Arkansas State Code definition of private club was amended to delete “regularly paying annual dues of not less than five dollars (\$5.00) per member” from the requirement that a private club “must have not fewer than one hundred (100) members,” and;

WHEREAS, Act 1112 of 2017, which amended the permitting procedure set forth in Ark. Code Ann. § 3-9-222 for private clubs in the State of Arkansas, requires the City Council to approve “by ordinance an application for a permit to operate as a private club” before the applicant can submit the application to the state Alcoholic Beverage Control Division.

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 approves the application of Sami Ammar Haddaji, on behalf of VIP Club, a copy of which is attached to the agenda request form, for a permit to operate as a private club in the City of Fayetteville at 326 North West Avenue #6.

PASSED and APPROVED this 7th day of November, 2017.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA SMITH, City Clerk/Treasurer

BALL & MOURTON, LTD., PLLC

E.J. BALL (1917-2004)
KENNETH R. MOURTON
JASON GILBERT

A Professional Limited Liability Company
Attorneys at Law
Est. 1950

Post Office Box 1948
Fayetteville, AR 72702

Uptown Professional Offices
3608 N. Steele Blvd.
Suite 202
Fayetteville, AR 72703

Telephone: (479) 442-6213
Facsimile: (479) 442-6233
www.ballandmourton.com

October 23, 2017

VIA: HAND DELIVERY

Mr. Kit Williams
City of Fayetteville
City Attorney
113 West Mountain Street, Suite 302
Fayetteville, AR 72701

RE: Act 1112 of 2017

Dear Kit:

Pursuant to our telephone conference today, I am requesting that the application by VIP Club for a private club permit be added to the City Council agenda for November 7, 2017, for approval of said private club by City Ordinance as required by Act 1112 of 2017.

The information regarding the private club is as follows:

Non-Profit Corporation:	VIP Club
Location:	326 North West Avenue #6 Fayetteville, AR 72701
Applicant on behalf of VIP Club:	Sami Ammar Haddaji 2128 North Garland Avenue #1 Fayetteville, AR 72704 479-228-8530

Please let me know if you need any additional information.

K:\doc\oct\kit williams 10-23-2017

RECEIVED

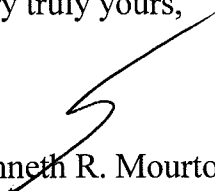
OCT 23 2017

CITY ATTORNEY'S OFFICE

Mr. Kit Williams
October 23, 2017
Page 2

With highest personal regards.

Very truly yours,



Kenneth R. Mourton

KRM:ac



- ★ Unit Number
- Other Address
- Verification Parcel
- ★ Address Verification

326 N West Ave

GIS Office, 10/25/2017

0.05Miles



Agenda Session
10-31-17

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, October 31, 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:

1. 2017-0538

MONTHLY FINANCIAL REPORT - PAUL BECKER

Agenda Additions

A. Consent:

A.1 2016-0586

APPROVAL OF THE OCTOBER 17, 2017 CITY COUNCIL MEETING MINUTES.

VA. 2 2017-0601

BID #17-50 JA RIGGS TRACTOR COMPANY:

A RESOLUTION TO AWARD BID #17-50 AND AUTHORIZE THE PURCHASE OF A CATERPILLAR 930M FOUR-WHEEL DRIVE ARTICULATED LOADER FROM JA RIGGS TRACTOR COMPANY OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$175,962.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: BID #17-50 JA RIGGS TRACTOR COMPANY

A. 3 2017-0597**PROFESSIONAL TURF PRODUCTS, L.P.:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A TORO GROUND MASTER 4000D FROM PROFESSIONAL TURF PRODUCTS, L.P. OF LENEXA, KANSAS IN THE AMOUNT OF \$65,156.88, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: PROFESSIONAL TURF PRODUCTS, L.P.
 BA PROFESSIONAL TURF PRODUCTS, L.P.

A. 4 2017-0599**ALAMO INDUSTRIAL:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF AN ALAMO RIDGERUNNER REMOTE CONTROL SLOPE MOWER FROM ALAMO INDUSTRIAL OF SEGUIN, TEXAS IN THE AMOUNT OF \$48,220.66, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: ALAMO INDUSTRIAL
 BA ALAMO INDUSTRIAL

A. 5 2017-0602**MHC KENWORTH:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2018 KENWORTH T800 TRUCK TRACTOR FROM MHC KENWORTH OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$135,052.44, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT, FOR USE BY THE WASTEWATER TREATMENT DIVISION

Attachments: MHC KENWORTH

A.6 2017-0583**HAZMAT SERVICES REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,603.00 RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED FROM WASHINGTON COUNTY AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: HAZMAT SERVICES REVENUE
 BA HAZMAT SERVICES REVENUE

A.7 2017-0584**2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT THROUGH THE BOSTON MOUNTAIN SOLID WASTE DISTRICT IN THE AMOUNT OF \$8,000.00 FOR THE PURCHASE OF FOOD WASTE CARTS FOR THE COMPOSTING PROGRAM, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: 2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT
 BA 2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT

A.8 2017-0603**CAMPBELL BELL PROPERTY OWNERS ASSOCIATION, INC.:**

A RESOLUTION TO APPROVE A LEASE AGREEMENT WITH THE CAMPBELL BELL PROPERTY OWNERS ASSOCIATION, INC. FOR FOURTEEN (14) PARKING SPACES IN FAYETTEVILLE MUNICIPAL PARKING LOT 1, LOCATED AT 160 WEST MOUNTAIN STREET, FOR AN ADDITIONAL FIVE (5) YEARS AT A MONTHLY COST OF \$50.00 PER PARKING SPACE

Attachments: CAMPBELL BELL PROPERTY OWNERS ASSOCIATION, INC.

~~A. 9~~ 2017-0606

BLOCKER & WALLACE SERVICE, LLC:

A RESOLUTION TO AUTHORIZE A SERVICE CONTRACT WITH BLOCKER & WALLACE SERVICE, LLC IN THE TOTAL AMOUNT OF \$31,355.18 FOR THE REPAIR OF TWO MECHANICAL BLOWER UNITS USED AT THE WEST SIDE WATER RESOURCE RECOVERY FACILITY

Attachments: BLOCKER & WALLACE SERVICE, LLC

~~A. 10~~ 2017-0608

RFP #17-06 COLLECTION BUREAU OF AMERICA, LTD:

A RESOLUTION TO AWARD RFP #17-06 AND AUTHORIZE A ONE YEAR CONTRACT WITH COLLECTION BUREAU OF AMERICA, LTD FOR ACCOUNT COLLECTION SERVICES WITH AN OPTION TO RENEW FOR UP TO FOUR (4) ADDITIONAL ONE YEAR TERMS

Attachments: RFP #17-06 COLLECTION BUREAU OF AMERICA, LTD.pdf

~~A. 11~~ 2017-0613

ARKANSAS ROOFING KOMPANY CONWAY, INC. CHANGE ORDER 2:

A RESOLUTION TO APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH ARKANSAS ROOFING KOMPANY CONWAY, INC. IN THE AMOUNT OF \$55,000.00 BY EXPANDING THE PROJECT SCOPE TO INCLUDE REHABILITATION OF THE SOUTH DELTA AVIATION HANGAR ROOF AND INSTALLATION OF GUTTERS ON THE WINGS AVIONICS HANGAR

Attachments: ARKANSAS ROOFING KOMPANY CONWAY, INC. CHANGE ORDER 2

~~A.12~~ 2017-0596

GRANICUS, INC.:

A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO THE CONTRACT WITH GRANICUS, INC. IN THE AMOUNT OF \$1,140.00 FOR THE PURCHASE OF A VIRTUAL PERFORMANCE ACCELERATOR, AND TO APPROVE AN ANNUAL 10% PROJECT CONTINGENCY FOR THE PURCHASE OF SOFTWARE, MAINTENANCE, AND LICENSES FOR THE GRANICUS SYSTEM

Attachments: GRANICUS, INC.

~~A.13~~ 2017-0609

L.D. 'ABBY' ABBIATTI BOAT RAMP:

A RESOLUTION TO NAME THE BOAT RAMP AT LAKE FAYETTEVILLE THE "L.D. 'ABBY' ABBIATTI BOAT RAMP" IN HONOR OF THE LATE L.D. ABBIATTI

Attachments: L.D. 'ABBY' ABBIATTI BOAT RAMP

B. Unfinished Business:

~~B.1~~ 2017-0532

SMALL CELL COMMUNICATIONS FACILITIES:

AN ORDINANCE TO ENACT § 110.03 SMALL CELL FACILITIES AND NETWORKS INTO CHAPTER 110: TELECOMMUNICATION FRANCHISE, BILLPOSTING, AND SMALL CELL FACILITIES AND NETWORKS

Attachments: SMALL CELL COMMUNICATIONS FACILITIES

At the October 17, 2017 City Council Meeting this ordinance was left on the second reading.

At the October 3, 2017 City Council Meeting this ordinance was left on the first reading.

 B. 2 2017-0564**RZN 17-5925: (820 S. GOVERNMENT AVE./BARNES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5925 FOR APPROXIMATELY 1.73 ACRES LOCATED AT 820 SOUTH GOVERNMENT AVENUE FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE, MSC, MAIN STREET CENTER, AND I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL TO I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL

Attachments: RZN 17-5925: (820 S. GOVERNMENT AVE./BARNES)

At the October 17, 2017 City Council Meeting this ordinance was left on the second reading.

C. New Business: **C.1** 2017-0600**BID #17-49 DIAMOND INTERNATIONAL TRUCKS, INC.:**

A RESOLUTION TO AWARD BID #17-49 AND AUTHORIZE THE PURCHASE OF FIVE (5) INTERNATIONAL 7300 4X2 RECYCLING TRUCKS WITH KANN BODIES FROM DIAMOND INTERNATIONAL TRUCKS, INC. D/B/A SUMMIT TRUCK GROUP OF LOWELL, ARKANSAS IN THE TOTAL AMOUNT OF \$845,500.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: BID #17-49 DIAMOND INTERNATIONAL TRUCKS, INC.

 C. 2 2017-0604**ARKANSAS CRIME INFORMATION CENTER BID WAIVER:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING THROUGH 2022, AND TO AUTHORIZE PAYMENTS TO THE ARKANSAS CRIME INFORMATION CENTER FOR FEES RELATED TO STATE COMPUTER AND TELEPROCESSING TRANSACTIONS IN 2017

Attachments: ARKANSAS CRIME INFORMATION CENTER BID WAIVER

(Move
to
Consent
last)

C.3

2017-0612

Change

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION:

to
Resolution

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A ONE-YEAR CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$41,505.61 FOR A STORMWATER EDUCATION PROGRAM FOR 2018

Attachments:

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

C.4

2017-0598

RZN 17-5933 (1324 W. CLEVELAND ST./ARKANSAS LEGACY, LLC):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5933 FOR APPROXIMATELY 3.29 ACRES LOCATED AT 1324 WEST CLEVELAND STREET FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION AND RI-U, RESIDENTIAL INTERMEDIATE-URBAN SUBJECT TO A BILL OF ASSURANCE

Attachments:

RZN 17-5933 (1324 W. CLEVELAND ST./ARKANSAS LEGACY, LLC)

C.5

2017-0610

CENTRAL EMERGENCY MEDICAL SERVICES:

A RESOLUTION TO APPROVE THE SALE OF THE PROPERTY AND BUILDING AT 833 NORTH CROSSOVER ROAD TO CENTRAL EMERGENCY MEDICAL SERVICES FOR USE AS AN AMBULANCE STATION FOR \$175,000.00 AND TO APPROVE MAYOR JORDAN'S EXECUTION OF A DEED AND ANY OTHER NECESSARY DOCUMENTS TO EFFECTUATE THIS SALE

Attachments:

CENTRAL EMERGENCY MEDICAL SERVICES

C.6

2017-0616

VIP CLUB:

AN ORDINANCE TO APPROVE THE APPLICATION OF SAMI AMMAR HADDAJI, ON BEHALF OF VIP CLUB FOR A PERMIT TO OPERATE AS A PRIVATE CLUB IN THE CITY OF FAYETTEVILLE AT 326 NORTH WEST AVENUE #6

Attachments:

VIP CLUB

D. City Council Agenda Session Presentations:

E. City Council Tour:

F. Announcements:

G. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE

Pre Agenda Session 10/25/17

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, October 31, 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:

✓ 2017-0538

MONTHLY FINANCIAL REPORT - PAUL BECKER

Agenda Additions

A. Consent:

✓ A.1 2016-0586

APPROVAL OF THE OCTOBER 17, 2017 CITY COUNCIL MEETING MINUTES.

(A.2) 2017-0600

BID # 17-49 DIAMOND INTERNATIONAL TRUCKS, INC.:

A RESOLUTION TO AWARD BID # 17-49 AND AUTHORIZE THE PURCHASE OF FIVE (5) INTERNATIONAL 7300 4X2 RECYCLING TRUCKS WITH KANN BODIES FROM DIAMOND INTERNATIONAL TRUCKS, INC. D/B/A SUMMIT TRUCK GROUP OF LOWELL, ARKANSAS IN THE TOTAL AMOUNT OF \$845,500.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: DIAMOND INTERNATIONAL TRUCKS, INC.

✓
A3 2017-0601

BID #17-50 JA RIGGS TRACTOR COMPANY:

A RESOLUTION TO AWARD BID #17-50 AND AUTHORIZE THE PURCHASE OF A CATERPILLAR 930M FOUR-WHEEL DRIVE ARTICULATED LOADER FROM JA RIGGS TRACTOR COMPANY OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$175,962.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: BID #17-50 JA RIGGS TRACTOR COMPANY

✓
A4 2017-0597

PROFESSIONAL TURF PRODUCTS, L.P.:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A TORO GROUND MASTER 4000D FROM PROFESSIONAL TURF PRODUCTS, L.P. OF LENEXA, KANSAS IN THE AMOUNT OF \$65,156.88, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: PROFESSIONAL TURF PRODUCTS, L.P.
 BA PROFESSIONAL TURF PRODUCTS, L.P.

✓
A5 2017-0599

ALAMO INDUSTRIAL:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF AN ALAMO RIDGERUNNER REMOTE CONTROL SLOPE MOWER FROM ALAMO INDUSTRIAL OF SEGUIN, TEXAS IN THE AMOUNT OF \$48,220.66, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: ALAMO INDUSTRIAL
 BA ALAMO INDUSTRIAL

✓
A6 2017-0602

MHC KENWORTH:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2018 KENWORTH T800 TRUCK TRACTOR FROM MHC KENWORTH OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$135,052.44, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT, FOR USE BY THE WASTEWATER TREATMENT DIVISION

✓
A7 2017-0583

Attachments: MHC KENWORTH

HAZMAT SERVICES REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,603.00 RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED FROM WASHINGTON COUNTY AND INCREASING THE RELATED EXPENSE BUDGET

✓
A8 2017-0584

Attachments: HAZMAT SERVICES REVENUE
BA_HAZMAT SERVICES REVENUE

2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT:

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT THROUGH THE BOSTON MOUNTAIN SOLID WASTE DISTRICT IN THE AMOUNT OF \$8,000.00 FOR THE PURCHASE OF FOOD WASTE CARTS FOR THE COMPOSTING PROGRAM, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: 2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT
BA_2017 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT

A. ✓9

2017-0603**CAMPBELL BELL PROPERTY OWNERS ASSOCIATION, INC.:**

A RESOLUTION TO APPROVE A LEASE AGREEMENT WITH THE CAMPBELL BELL PROPERTY OWNERS ASSOCIATION, INC. FOR FOURTEEN (14) PARKING SPACES IN FAYETTEVILLE MUNICIPAL PARKING LOT 1, LOCATED AT 160 WEST MOUNTAIN STREET, FOR AN ADDITIONAL FIVE (5) YEARS AT A MONTHLY COST OF \$50.00 PER PARKING SPACE

Attachments: CAMPBELL BELL PROPERTY OWNERS ASSOCIATION, INC.

A. ✓10

2017-0606**BLOCKER & WALLACE SERVICE, LLC:**

A RESOLUTION TO AUTHORIZE A SERVICE CONTRACT WITH BLOCKER & WALLACE SERVICE, LLC IN THE TOTAL AMOUNT OF \$31,355.18 FOR THE REPAIR OF TWO MECHANICAL BLOWER UNITS USED AT THE WEST SIDE WATER RESOURCE RECOVERY FACILITY

Attachments: BLOCKER & WALLACE SERVICE, LLC

A. ✓11

2017-0608**RFP # 17-06 COLLECTION BUREAU OF AMERICA, LTD:**

A RESOLUTION TO AWARD RFP #17-06 AND AUTHORIZE A ONE YEAR CONTRACT WITH COLLECTION BUREAU OF AMERICA, LTD FOR ACCOUNT COLLECTION SERVICES WITH AN OPTION TO RENEW FOR UP TO FOUR (4) ADDITIONAL ONE YEAR TERMS

Attachments: RFP #17-06 COLLECTION BUREAU OF AMERICA, LTD.pdf

A. ✓12

2017-0613**SOUTH DELTA CHANGE ORDER 2:**

Attachments: South Delta Change Order 1

A.V13 2017-0596**GRANICUS, INC.:**

A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO THE CONTRACT WITH GRANICUS, INC. IN THE AMOUNT OF \$1,140.00 FOR THE PURCHASE OF A VIRTUAL PERFORMANCE ACCELERATOR, AND TO APPROVE AN ANNUAL 10% PROJECT CONTINGENCY FOR THE PURCHASE OF SOFTWARE, MAINTENANCE, AND LICENSES FOR THE GRANICUS SYSTEM

Attachments: SRFSRMGranicus

B. Unfinished Business:**B.V1** 2017-0532**SMALL CELL COMMUNICATIONS FACILITIES:**

AN ORDINANCE TO ENACT § 110.03 SMALL CELL FACILITIES AND NETWORKS INTO CHAPTER 110: TELECOMMUNICATION FRANCHISE, BILLPOSTING, AND SMALL CELL FACILITIES AND NETWORKS

Attachments: SMALL CELL COMMUNICATIONS FACILITIES

At the October 17, 2017 City Council Meeting this ordinance was left on the second reading. At the October 3, 2017 City Council Meeting this ordinance was left on the first reading.

B.V2 2017-0564**RZN 17-5925: (820 S. GOVERNMENT AVE./BARNES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5925 FOR APPROXIMATELY 1.73 ACRES LOCATED AT 820 SOUTH GOVERNMENT AVENUE FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE, MSC, MAIN STREET CENTER, AND I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL TO I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL

Attachments: RZN 17-5925: (820 S. GOVERNMENT AVE./BARNES)

At the October 17, 2017 City Council Meeting this ordinance was left on the second reading.

C. New Business:

C. 1

2017-0609**L.D. 'ABBY' ABBIATTI BOAT RAMP:**

A RESOLUTION TO NAME THE BOAT RAMP AT LAKE FAYETTEVILLE THE "L.D. 'ABBY' ABBIATTI BOAT RAMP" IN HONOR OF THE LATE L.D. ABBIATTI

Attachments: L.D. 'ABBY' ABBIATTI BOAT RAMP

✓ 2

2017-0604**ARKANSAS CRIME INFORMATION CENTER BID WAIVER:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING THROUGH 2022, AND TO AUTHORIZE PAYMENTS TO THE ARKANSAS CRIME INFORMATION CENTER FOR FEES RELATED TO STATE COMPUTER AND TELEPROCESSING TRANSACTIONS IN 2018

Attachments: Arkansas Crime Information Center Fees.pdf

C. 3

2017-0612**NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A ONE-YEAR CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$41,505.61 FOR A STORMWATER EDUCATION PROGRAM FOR 2018

Attachments: NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

C. 4

2017-0598**RZN 17-5933 (1324 W. CLEVELAND ST./ARKANSAS LEGACY, LLC):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5933 FOR APPROXIMATELY 3.29 ACRES LOCATED AT 1324 WEST CLEVELAND STREET FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION AND RI-U, RESIDENTIAL INTERMEDIATE-URBAN SUBJECT TO A BILL OF ASSURANCE

CV5 2017-0610

CENTRAL EMERGENCY MEDICAL SERVICES:

A RESOLUTION TO APPROVE THE SALE OF THE PROPERTY AND BUILDING AT 833 NORTH CROSSOVER ROAD TO CENTRAL EMERGENCY MEDICAL SERVICES FOR USE AS AN AMBULANCE STATION FOR \$175,000.00 AND TO APPROVE MAYOR JORDAN'S EXECUTION OF A DEED AND ANY OTHER NECESSARY DOCUMENTS TO EFFECTUATE THIS SALE

Attachments: SRF SRM Final Bid Tab Sheet

CV6 2017-0616

VIP CLUB:

AN ORDINANCE TO APPROVE THE APPLICATION OF SAMI AMMAR HADDAJI, ON BEHALF OF VIP CLUB FOR A PERMIT TO OPERATE AS A PRIVATE CLUB IN THE CITY OF FAYETTEVILLE AT 326 NORTH WEST AVENUE #6

Attachments: Legistar Packet - Private Club VIP Club

*Ask GIS for map***D. City Council Agenda Session Presentations:****E. City Council Tour:****F. Announcements:****G. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**