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



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

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

City of Fayetteville Arkansas
City Council Meeting
April 18, 2017

A meeting of the Fayetteville City Council was held on April 18, 2017 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports, and Discussion Items.

Agenda Additions:

A. Consent:

1. Approval of the April 4, 2017 City Council Meeting Minutes.

   Approved

2. **STEVE LANDERS TOYOTA OF NORTHWEST ARKANSAS:** A resolution to award Bid # 17-24 and authorize the purchase of three 2017 Toyota Tacomas from Steve

Landers Toyota of Northwest Arkansas in the total amount of $65,400.00 for use by the Water and Sewer Operations Division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 84-17

3. **ARKANSAS MUNICIPAL EQUIPMENT, INC.:** A resolution to award Bid No. 17-23 and authorize the purchase of a Peterbilt 520 front load refuse truck with New Way Mammoth Body from Arkansas Municipal Equipment, Inc. in the amount of $240,592.00 for use by the Recycling and Trash Collection Division.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 85-17

4. **WILLIAMS TRACTOR:** A resolution to approve the purchase of six (6) Hustler Super Z Mowers from Williams Tractor of Fayetteville in the total amount of $62,345.00 pursuant to a state procurement contract for use by the Parks and Recreation Department.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 86-17

5. **SUPERIOR AUTOMOTIVE GROUP, TRANSPORTATION DEPT.:** A resolution to award Bid #17-26 and authorize the purchase of five (5) 2017 Ford F-550 trucks from Superior Automotive Group of Siloam Springs, Arkansas in the total amount of $313,256.00 for use by the Transportation Services Department.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 87-17

6. **SUPERIOR AUTOMOTIVE GROUP, WATER & SEWER DEPT:** A resolution to award Bid #17-26 and authorize the purchase of two (2) 2017 Ford F-550 diesel trucks and a Ford F-250 pickup truck from Superior Automotive Group of Siloam Springs, Arkansas in the total amount of $149,375.00 for use by the Water and Sewer Operations Division.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 88-17

7. **HILBILT SALES CORPORATION:** A resolution to award Bid #17-29 and authorize the purchase of a Clement Starlite 3829 dump trailer from Hilbilt Sales Corporation of Benton, Arkansas in the amount of $39,794.00 plus applicable taxes for use at the City Wastewater Treatment Facilities

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 89-17

8. **CH2M HILL ENGINEERS, INC:** A resolution to approve an Out-Of-Scope Agreement with CH2M Hill Engineers, Inc. in the amount of $19,998.00 for design revisions to the access road and berms at the Lake Sequoyah Sediment Removal Project.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 90-17

9. **WATERSHED CONSERVATION RESOURCE CENTER:** A resolution to approve Task Order No. 5 with the Watershed Conservation Resource Center in the amount of $100,500.00 for continued native vegetation establishment efforts and minor adjustments to existing restoration areas to enhance stream channel stability

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 91-17

10. **PLAY BY DESIGN, INC:** A resolution to award RFP No. 17-03 and authorize a contract with Play by Design, Inc. in the amount of $299,990.91 for the construction of the Rotary Club of Fayetteville playground at Kessler Mountain Regional Park, and to approve a project contingency in the amount of $30,000.00

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 92-17

11. **MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC:** A resolution to approve Amendment No. 6 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the amount of $100,000.00 for additional legal services related to the White River Water Quality Standards Petition to the Arkansas Pollution Control and Ecology Commission, to approve a project contingency in the amount of $20,000.00, and to approve a budget adjustment.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 93-17

B. Unfinished Business: NONE

C. New Business:

1. **BENCHMARK CONSTRUCTION OF NWA, INC:** A resolution to approve Change Order No. 2 to the contract with Benchmark Construction of NWA, Inc. in the amount of $195,377.00 for the construction of a bathroom and storage building at the Fire Department Training Facility, to approve a project contingency in the amount of $29,306.55, and to approve a budget adjustment.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 94-17

2. **FAYETTEVILLE COMMERCE PARK, PETER O. KOHLER, LLC:** A resolution to sell about 14.9 acres of land in the commerce district to Peter O. Kohler, LLC for $223,500.00.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 95-17

3. **VAC 17-5749 (495 W. PRAIRIE ST./INFILL GROUP):** An ordinance to approve VAC 17-5749 for property located at 423 West Prairie Street to vacate a portion of a drainage easement containing approximately 40 square feet.

    PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5965

4. **RZN 17-5734 (1722 N. STARR DR./ST. JOSEPH'S SCHOOL):** An ordinance to rezone that property described in rezoning petition RZN 17-5734 for about 26.09 acres located at 1722 North Starr Drive from r-a, residential agricultural and rsf-4, residential single family, 4 units per acre to p-1, institutional.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5966

5. **RZN 17-5732 (1840 W. POPLAR ST./POPLAR ST. MOBILE HOME PARK):** An ordinance to rezone that property described in rezoning petition RZN 17-5732 for about 9.20 acres located at 1840 West Poplar Street from rmf-24, residential multi family, 24 units per acre to cs, community services.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5967

6. **AMEND ORD. 3898, BOTANICAL GARDEN AND FAYETTEVILLE SCHOOLS AGREEMENT**: An ordinance to amend Ordinance 3898 by removing approximately 1.7 acres from the Lake Fayetteville Nature Study Center Reserve, to approve an amendment to the joint lease agreement with the Fayetteville School District to reflect the removal of the 1.7 acres, to approve an amendment to the Botanical Garden Land Lease Agreement with the Botanical Garden Society of the Ozarks, Inc. to add approximately 1.7 acres to the leased premises, and to approve an amendment to the Botanical Garden of the Ozarks Master Plan to add an operations center on the additional acreage.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5968

7. **UNIVERSITY OF ARKANSAS, WEST HOTZ DRIVE:** A resolution pursuant to ordinance No. 5652 to authorize motor vehicle access to West Hotz Drive from property owned by the University of Arkansas.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 96-17

8. **ENACT ARTICLE XXXI EQUIPMENT COMMITTEE AND ARTICLE XXXII SUBSTITUTION FOR ABSENT FELLOW CITY COUNCIL WARD MEMBER:** An ordinance to enact articles XXXI and XXXII of the Fayetteville Code to codify membership and duties of the equipment committee and to provide for a city council member to substitute for an absent ward representative on a standing city council committee.

   AT THE APRIL 18, 2017 CITY COUNCIL MEETING THIS ORDINANCE WAS TABLED INDEFINITELY

D. City Council Agenda Session Presentations:

E. City Council Tour:

F. Announcements:

Adjournment: 7:10 p.m.

City Council Meeting: **April 18, 2017** **Adjourn:** 7:10 pm

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

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

City Council Meeting: **April 18, 2017**

Subject:	**Consent**				
Motion To:		Approve			
Motion By:		Marsh			
Seconded:		Kinion			
A.1-A.11	**Tennant**	✓			
	Bunch	✓			
	La Tour	✓			
	Long	✓			
Approved	**Gray**	✓			
84-17	**Marsh**	✓			
93-17	**Kinion**	✓			
	Petty	✓			
	Mayor Jordan				

8-0

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

City Council Meeting: **April 18, 2017**

Subject:	NONE				
Motion To:					
Motion By:					
Seconded:					
Unfinished Business	**Tennant**				
	Bunch				
	La Tour				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Mayor Jordan				

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

City Council Meeting: **April 18, 2017**

Subject:	BENCHMARK CONSTRUCTION OF NWA, INC.				
Motion To:		Approve			
Motion By:		Long			
Seconded:		Gray			
C.1 New Business	**Tennant**	✓			
	Bunch	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
Approved	**Marsh**	✓			
94-17	**Kinion**	✓			
	Petty	✓			
	Mayor Jordan				

8-0

Subject:	FAYETTEVILLE COMMERCE PARK, PETER O. KOHLER, LLC				
Motion To:		Approve			
Motion By:		Kinion			
Seconded:		Marsh			
C.2 New Business	**Tennant**	✓			
	Bunch	✓			
	La Tour	✓			
	Long	✓			
Approved	**Gray**	✓			
	Marsh	✓			
95-17	**Kinion**	✓			
	Petty	✓			
	Mayor Jordan				

8-0

City Council Meeting: April 18, 2017

Subject:	VAC 17-5749 (495 W. PRAIRIE ST./INFILL GROUP)				
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Kinion	Kinion		
Seconded:		Marsh	Gray		
C.3 New Business	**Tennant**	✓	✓	✓	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
Approved	**Marsh**	✓	✓	✓	
	Kinion	✓	✓	✓	
5945	**Petty**	Recuse	Recuse	Recuse	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:	RZN 17-5734 (1722 N. STARR DR./ST. JOSEPH'S SCHOOL)				
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Long	Tennant		
Seconded:		Gray	Gray		
C.4 New Business	**Tennant**	✓	✓	✓	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
Approved	**Gray**	✓	✓	✓	
	Marsh	✓	✓	✓	
5946	**Kinion**	✓	✓	✓	
	Petty	✓	✓	✓	
	Mayor Jordan				
		8-0	8-0	8-0	

City Council Meeting: April 18, 2017

Subject:	RZN 17-5732 (1840 W.POPLAR ST./POPLAR ST. MOBILE HOME PARK)				
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Long	Marsh		
Seconded:		Marsh	Tennant		
C.5 New Business	Tennant	✓	✓	✓	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
Approve 5967	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Mayor Jordan				
		8-0	8-0	8-0	

Subject:	AMEND ORD. 3898, BOTANICAL GARDEN AND FAYETTEVILLE SCHOOLS AGREEMENT				
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Long	Gray		
Seconded:		Marsh	Marsh		
C.6 New Business	Tennant	✓	✓	✓	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
Approve 5968	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Mayor Jordan				
		8-0	8-0	8-0	

City Council Meeting: **April 18, 2017**

Subject:	**UNIVERSITY OF ARKANSAS, WEST HOTZ DRIVE**				
Motion To:		Approve			
Motion By:		Marsh			
Seconded:		La Tour			
C.7 New Business	**Tennant**	✓			
	Bunch	✓			
	La Tour	✓			
	Long	N			
	Gray	✓			
Approved	**Marsh**	✓			
	Kinion	N			
	Petty	✓			
	Mayor Jordan				

6-2

Subject:	**ENACT ARTICLE XXXI EQUIPMENT COMMITTEE AND ARTICLE XXXII SUBSTITUTION FOR ABSENT FELLOW CITY COUNCIL WARD MEMBER**				
Motion To:		Table Indefinitely			
Motion By:		Long			
Seconded:		Marsh			
C.8 New Business	**Tennant**	✓			
	Bunch	✓			
	La Tour	✓			
	Long	✓			
Tabled Indefinitely	**Gray**	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan				

8-0

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**

THRU: **Sondra Smith,** City Clerk

FROM: **Kit Williams,** City Attorney

DATE: **April 19, 2017**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of April 18, 2017**

1. A resolution to award bid # 17-24 and authorize the purchase of three 2017 Toyota Tacomas from Steve Landers Toyota of Northwest Arkansas in the total amount of $65,400.00 for use by the Water and Sewer Operations Division

2. A resolution to award bid no. 17-23 and authorize the purchase of a Peterbilt 520 front load refuse truck with New Way Mammoth body from Arkansas Municipal Equipment, Inc. in the amount of $240,592.00 for use by the Recycling and Trash Collection Division

3. A resolution to approve the purchase of six (6) Hustler Super Z mowers from Williams Tractor of Fayetteville in the total amount of $62,345.00 pursuant to a state procurement contract for use by the Parks and Recreation Department

4. A resolution to award bid #17-26 and authorize the purchase of five (5) 2017 Ford F-550 trucks from Superior Automotive Group of Siloam Springs, Arkansas in the total amount of $313,256.00 for use by the Transportation Services Department

5. A resolution to award bid #17-26 and authorize the purchase of two (2) 2017 Ford F-550 diesel trucks and a Ford F-250 pickup truck from Superior Automotive Group of Siloam Springs, Arkansas in the total amount of $149,375.00 for use by the Water and Sewer Operations Division

6. A resolution to award bid #17-29 and authorize the purchase of a Clement Starlite 3829 Dump Trailer from Hilbilt Sales Corporation of Benton, Arkansas in the amount of $39,794.00 plus applicable taxes for use at the City Wastewater Treatment Facilities

7. A resolution to approve an out-of-scope agreement with CH2M Hill Engineers, Inc. in the amount of $19,998.00 for design revisions to the access road and berms at the Lake Sequoyah sediment removal project

8. A resolution to approve task order no. 5 with the Watershed Conservation Resource Center in the amount of $100,500.00 for continued native vegetation establishment efforts and minor adjustments to existing restoration areas to enhance stream channel stability

9. A resolution to award RFP no. 17-03 and authorize a contract with Play by Design, Inc. In the amount of $299,990.91 for the construction of the Rotary Club of Fayetteville Playground at Kessler Mountain Regional Park, and to approve a project contingency in the amount of $30,000.00

10. A resolution to approve amendment no. 6 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the amount of $100,000.00 for additional legal services related to the White River Water Quality Standards petition to the Arkansas Pollution Control and Ecology Commission, to approve a project contingency in the amount of $20,000.00, and to approve a budget adjustment

11. A resolution to approve change order no. 2 to the contract with Benchmark Construction of NWA, Inc. In the amount of $195,377.00 for the construction of a bathroom and storage building at the Fire Department Training Facility, to approve a project contingency in the amount of $29,306.55, and to approve a budget adjustment

12. A resolution to sell about 14.9 acres of land in the Commerce District to Peter O. Kohler, LLC for $223,500.00

13. An ordinance to approve VAC 17-5749 for property located at 423 West Prairie Street to vacate a portion of a drainage easement containing approximately 40 square feet

14. An ordinance to rezone that property described in rezoning petition RZN 17-5734 for about 26.09 acres located at 1722 North Starr Drive from R-A, Residential Agricultural and RSF-4, Residential Single Family, 4 units per acre to P-1, Institutional

15. An ordinance to amend ordinance 3898 by removing approximately 1.7 acres from the Lake Fayetteville Nature Study Center Reserve, to approve an amendment to the joint lease agreement with the Fayetteville School District to reflect the removal of the 1.7 acres, to approve an amendment to the Botanical Garden land lease agreement with the Botanical Garden Society of the Ozarks, Inc., to add approximately 1.7 acres to the leased premises, and to approve an amendment to the Botanical Garden of the Ozarks Master Plan to add an operations center on the additional acreage

16. A resolution pursuant to ordinance no. 5652 to authorize motor vehicle access to West Hotz Drive from property owned by the University of Arkansas

City of Fayetteville, Arkansas

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

Meeting Agenda - Final Agenda

Tuesday, April 18, 2017

5:30 PM

City Hall Room 219

City Council Meeting

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

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

A. 1 2016-0573

APPROVAL OF THE APRIL 4, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 2017-0159

STEVE LANDERS TOYOTA OF NORTHWEST ARKANSAS:

A RESOLUTION TO AWARD BID # 17-24 AND AUTHORIZE THE PURCHASE OF THREE 2017 TOYOTA TACOMAS FROM STEVE LANDERS TOYOTA OF NORTHWEST ARKANSAS IN THE TOTAL AMOUNT OF $65,400.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: STEVE LANDERS TOYOTA OF NORTHWEST ARKANSAS

A. 3 2017-0160

ARKANSAS MUNICIPAL EQUIPMENT, INC.:

A RESOLUTION TO AWARD BID NO. 17-23 AND AUTHORIZE THE PURCHASE OF A PETERBILT 520 FRONT LOAD REFUSE TRUCK WITH NEW WAY MAMMOTH BODY FROM ARKANSAS MUNICIPAL EQUIPMENT, INC. IN THE AMOUNT OF $240,592.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: ARKANSAS MUNICIPAL EQUIPMENT, INC.

A. 4 2017-0161

WILLIAMS TRACTOR:

A RESOLUTION TO APPROVE THE PURCHASE OF SIX (6) HUSTLER SUPER Z MOWERS FROM WILLIAMS TRACTOR OF FAYETTEVILLE IN THE TOTAL AMOUNT OF $62,345.00 PURSUANT TO A STATE PROCUREMENT CONTRACT FOR USE BY THE PARKS AND RECREATION DEPARTMENT

Attachments: WILLIAMS TRACTOR

A. 5 2017-0162

SUPERIOR AUTOMOTIVE GROUP, TRANSPORTATION DEPT.:

A RESOLUTION TO AWARD BID #17-26 AND AUTHORIZE THE PURCHASE OF FIVE (5) 2017 FORD F-550 TRUCKS FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE TOTAL AMOUNT OF $313,256.00 FOR USE BY THE TRANSPORTATION SERVICES DEPARTMENT

Attachments: SUPERIOR AUTOMOTIVE GROUP, TRANSPORTATION DEPT.

A. 6 2017-0163

SUPERIOR AUTOMOTIVE GROUP, WATER & SEWER DEPT.:

A RESOLUTION TO AWARD BID #17-26 AND AUTHORIZE THE PURCHASE OF TWO (2) 2017 FORD F-550 DIESEL TRUCKS AND A FORD F-250 PICKUP TRUCK FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE TOTAL AMOUNT OF $149,375.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: SUPERIOR AUTOMOTIVE GROUP, WATER & SEWER DEPT.

A. 7 2017-0174

HILBILT SALES CORPORATION:

A RESOLUTION TO AWARD BID #17-29 AND AUTHORIZE THE PURCHASE OF A CLEMENT STARLITE 3829 DUMP TRAILER FROM HILBILT SALES CORPORATION OF BENTON, ARKANSAS IN THE AMOUNT OF $39,794.00 PLUS APPLICABLE TAXES FOR USE AT THE CITY WASTEWATER TREATMENT FACILITIES

Attachments: HILBILT SALES CORPORATION

A. 8 2017-0172

CH2M HILL ENGINEERS, INC.:

A RESOLUTION TO APPROVE AN OUT-OF-SCOPE AGREEMENT WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF $19,998.00 FOR DESIGN REVISIONS TO THE ACCESS ROAD AND BERMS AT THE LAKE SEQUOYAH SEDIMENT REMOVAL PROJECT

Attachments: CH2M HILL ENGINEERS, INC.

A. 9 2017-0178

WATERSHED CONSERVATION RESOURCE CENTER:

A RESOLUTION TO APPROVE TASK ORDER NO. 5 WITH THE WATERSHED CONSERVATION RESOURCE CENTER IN THE AMOUNT OF $100,500.00 FOR CONTINUED NATIVE VEGETATION ESTABLISHMENT EFFORTS AND MINOR ADJUSTMENTS TO EXISTING RESTORATION AREAS TO ENHANCE STREAM CHANNEL STABILITY

Attachments: WATERSHED CONSERVATION RESOURCE CENTER

A. 10 2017-0191

PLAY BY DESIGN, INC.:

A RESOLUTION TO AWARD RFP NO. 17-03 AND AUTHORIZE A CONTRACT WITH PLAY BY DESIGN, INC. IN THE AMOUNT OF $299,990.91 FOR THE CONSTRUCTION OF THE ROTARY CLUB OF FAYETTEVILLE PLAYGROUND AT KESSLER MOUNTAIN REGIONAL PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $30,000.00

Attachments: PLAY BY DESIGN, INC.

A. 11 2017-0132

MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC:

A RESOLUTION TO APPROVE AMENDMENT NO. 6 TO THE CONTRACT WITH MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC IN THE AMOUNT OF $100,000.00 FOR ADDITIONAL LEGAL SERVICES RELATED TO THE WHITE RIVER WATER QUALITY STANDARDS PETITION TO THE ARKANSAS POLLUTION CONTROL AND ECOLOGY COMMISSION, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $20,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC
BA - MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC

B. Unfinished Business: NONE

C. New Business:

C. 1 2017-0180

BENCHMARK CONSTRUCTION OF NWA, INC.:

A RESOLUTION TO APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF $195,377.00 FOR THE CONSTRUCTION OF A BATHROOM AND STORAGE BUILDING AT THE FIRE DEPARTMENT TRAINING FACILITY, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $29,306.55, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: BENCHMARK CONSTRUCTION OF NWA, INC.
B.A._BENCHMARK CONSTRUCTION OF NWA, INC.

C. 2 2017-0170

FAYETTEVILLE COMMERCE PARK, PETER O. KOHLER, LLC:

A RESOLUTION TO SELL ABOUT 14.9 ACRES OF LAND IN THE COMMERCE DISTRICT TO PETER O. KOHLER, LLC FOR $223,500.00

Attachments: FAYETTEVILLE COMMERCE PARK, PETER O. KOHLER, LLC

C. 3 2017-0187

VAC 17-5749 (495 W. PRAIRIE ST./INFILL GROUP):

AN ORDINANCE TO APPROVE VAC 17-5749 FOR PROPERTY LOCATED AT 423 WEST PRAIRIE STREET TO VACATE A PORTION OF A DRAINAGE EASEMENT CONTAINING APPROXIMATELY 40 SQUARE FEET

Attachments: VAC 17-5749 (495 W. PRAIRIE ST./INFILL GROUP)

C. 4 2017-0182

RZN 17-5734 (1722 N. STARR DR./ST. JOSEPH'S SCHOOL):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5734 FOR ABOUT 26.09 ACRES LOCATED AT 1722 NORTH STARR DRIVE FROM R-A, RESIDENTIAL AGRICULTURAL AND RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO P-1, INSTITUTIONAL

Attachments: RZN 17-5734 (1722 N. STARR DR./ST. JOSEPH'S SCHOOL)

C. 5 2017-0186

RZN 17-5732 (1840 W.POPLAR ST./POPLAR ST. MOBILE HOME PARK):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5732 FOR ABOUT 9.20 ACRES LOCATED AT 1840 WEST POPLAR STREET FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE TO CS, COMMUNITY SERVICES

Attachments: RZN 17-5732 (1840 W. POPLAR ST./POPLAR ST. MOBILE HOME PARK)

C. 6 2017-0194

AMEND ORD. 3898, BOTANICAL GARDEN AND FAYETTEVILLE SCHOOLS AGREEMENT:

AN ORDINANCE TO AMEND ORDINANCE 3898 BY REMOVING APPROXIMATELY 1.7 ACRES FROM THE LAKE FAYETTEVILLE NATURE STUDY CENTER RESERVE, TO APPROVE AN AMENDMENT TO THE JOINT LEASE AGREEMENT WITH THE FAYETTEVILLE SCHOOL DISTRICT TO REFLECT THE REMOVAL OF THE 1.7 ACRES, TO APPROVE AN AMENDMENT TO THE BOTANICAL GARDEN LAND LEASE AGREEMENT WITH THE BOTANICAL GARDEN SOCIETY OF THE OZARKS, INC. TO ADD APPROXIMATELY 1.7 ACRES TO THE LEASED PREMISES, AND TO APPROVE AN AMENDMENT TO THE BOTANICAL GARDEN OF THE OZARKS MASTER PLAN TO ADD AN OPERATIONS CENTER ON THE ADDITIONAL ACREAGE

Attachments: AMEND ORD. 3898, BOTANICAL GARDEN AND FAYETTEVILLE SCHOOLS A(

C. 7 2017-0195

UNIVERSITY OF ARKANSAS, WEST HOTZ DRIVE:

A RESOLUTION PURSUANT TO ORDINANCE NO. 5652 TO AUTHORIZE MOTOR VEHICLE ACCESS TO WEST HOTZ DRIVE FROM PROPERTY OWNED BY THE UNIVERSITY OF ARKANSAS

Attachments: UNIVERSITY OF ARKANSAS, WEST HOTZ DRIVE

ADDITIONAL_ UNIVERSITY OF ARKANSAS, WEST HOTZ DRIVE

C. 8 2017-0176

ENACT ARTICLE XXXI EQUIPMENT COMMITTEE AND ARTICLE XXXII SUBSTITUTION FOR ABSENT FELLOW CITY COUNCIL WARD MEMBER:

AN ORDINANCE TO ENACT **ARTICLES XXXI** AND **XXXII** OF THE FAYETTEVILLE CODE TO CODIFY MEMBERSHIP AND DUTIES OF THE EQUIPMENT COMMITTEE AND TO PROVIDE FOR A CITY COUNCIL MEMBER TO SUBSTITUTE FOR AN ABSENT WARD REPRESENTATIVE ON A STANDING CITY COUNCIL COMMITTEE

Attachments: ENACT ARTICLE XXXI EQUIPMENT COMMITTEE AND ARTICLE XXXII SUBS

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.

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 Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

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

Interpreters or Telecommunications Devise 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.

Legistar ID No.: 2017-0195

AGENDA REQUEST FORM

FOR: Council Meeting of April 18, 2017

FROM: City Council Transportation Committee
City Council Member Matthew Petty, Chair

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION PURSUANT TO ORDINANCE NO. 5652 TO AUTHORIZE MOTOR VEHICLE ACCESS TO WEST HOTZ DRIVE FROM PROPERTY OWNED BY THE UNIVERSITY OF ARKANSAS

APPROVED FOR AGENDA:

City Council Member Matthew Petty
Transportation Committee Chair

4/10/2017
Date

Asst. City Attorney Blake Pennington

4/5/17
Date

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

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

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

City of Fayetteville Arkansas
City Council Meeting
April 4, 2017

A meeting of the Fayetteville City Council was held on April 4, 2017 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Adella Gray, Sarah Marsh, Matthew Petty, Justin Tennant, Sarah Bunch, John La Tour, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Alderman Justin Tennant arrived at 5:40 p.m. Alderman Mark Kinion was absent.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports, and Discussion Items:

Nominating Committee Report-A&P Commission Nominees:

Alderman Bunch presented the Nominating Committee Advertising & Promotion Commission report and recommended the appointments as submitted.

A copy of the report is attached.

Alderman Marsh: The Nominating Committee did not have an opportunity to interview these candidates. I will be voting no on a procedural basis. A process is important and we should be consistent in all of our nominations. I'm not voting against these particular applicants.

UNOFFICIAL

Alderman Petty: The city had these applicant names for almost three weeks for the A&P Commission. In the past when the Nominating Committee wanted to have an input over A&P Commission nominations they have interviewed the applicants prior to the names being considered by the A&P Commission so the Commission could have the Nominating Committees opinions in hand whenever they made their recommendation to Council. The City Attorney memos in the past have said it is improper for the City Council to consider other names after the A&P Commission has made their nominations. It is a statutory process that the Commission makes the nominations themselves. It is appropriate to involve the Nominating Committee, but the proper procedure is for the applicants to be interviewed in the time between when the applications are received and the Commission considers the names.

Alderman Long moved to approve the Nominating Committee Advertising & Promotion Commission Report as read. Alderman Gray seconded the motion. Upon roll call the motion passed 4-1. Alderman Petty, Bunch, Long, and Gray voting yes. Alderman La Tour abstained. Alderman Tennant and Kinion were absent.

Agenda Additions:

Consent:

Approval of the March 21, 2017 City Council Meeting Minutes.

Approved

Wings Avionics, Inc.: A resolution to approve a three year lease agreement with Wings Avionics, Inc. for the airport hangar at 421 Ernest Lancaster Drive for rent in the amount of $1,606.49 per month.

Resolution 81-17 as recorded in the office of the City Clerk

Cato Springs Trail Airspace Permit: A resolution to approve an Airspace Permit Agreement with the Arkansas State Highway and Transportation Department for the Cato Springs Trail crossing of Highway 71 and Interstate 49.

Resolution 82-17 as recorded in the office of the City Clerk

Alderman Marsh moved to accept the Consent Agenda as read. Alderman La Tour seconded the motion. Upon roll call the motion passed 6-0. Alderman Petty, Bunch, La Tour, Long, Gray, and Marsh voting yes. Alderman Tennant and Kinion were absent.

Unfinished Business: None

UNOFFICIAL

New Business:

Progressive Trail Design, LLC: A resolution to authorize a contract with Progressive Trail Design, LLC for the construction of new trails and improvements to existing trails in accordance with the Kessler Mountain Trails Master Plan in the amount of $296,721.87, and to approve a project contingency in the amount of $44,508.28.

Ken Eastin, Park Planner gave a brief description of the resolution.

Mayor Jordan: Good work, Ken. Thank you.

City Attorney Kit Williams: I'm getting excited about this. This looks better than I could have imagined. Thanks for your work.

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

Resolution 83-17 as recorded in the office of the City Clerk

VAC 17-5725 (SW of Jewell Rd. & N. Salem Rd./Villas at Forest Hills Lot 33): An ordinance to approve VAC 17-5725 for property located at Lot 33 of Villas at Forest Hills, Southwest of West Jewell Road and North Salem Road to vacate an access easement.

City Attorney Kit Williams read the ordinance.

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

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

UNOFFICIAL

Ordinance 5962 as Recorded in the office of the City Clerk

Amend §33.350 Active Transportation Advisory Committee: An ordinance to amend §33.350 **Purpose and Establishment** of Article XXIII **Active Transportation Advisory Committee** of the Fayetteville Code to expand the scope of the committee's duties and to establish a time for the election of the committee chair.

City Attorney Kit Williams read the ordinance.

Matthew Mihalevich, Trails Coordinator and Active Transportation Advisory Committee staff representative gave a brief description of the ordinance.

Mayor Jordan: This is something I brought back for reconsideration after a vote a couple of months ago. Council members Marsh and Petty have worked on this with staff. I appreciate your input on this.

Paxton Roberts, Chairman of the Active Transportation Advisory Committee: This ordinance revision has been discussed at length within the committee. It is unanimously supported. We know this is an advisory role and we appreciate you being willing to receive input. There are a lot of opportunities to make some significant changes that could increase the mobility for all residents in the city. The city has done a wonderful job building out the trail network. Some of the last mild problems are on the roads. I think expanding the scopes so we can give input on these roads and to incorporate protected bike lanes, crosswalks, and signals would make a big difference.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

Mayor Jordan: Thank you to everyone for all the work they did on this.

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

Ordinance 5963 as Recorded in the office of the City Clerk

UNOFFICIAL

Amend §72.58 Off-Street Parking Facilities; Rules and Rates: An ordinance to Amend §72.58 **Off-Street Parking Facilities; Rules and Rates** of the City Code to provide greater flexibility for event parking in city managed parking facilities, and to make technical revisions.

City Attorney Kit Williams read the ordinance.

Justin Clay, Parking Manager gave a brief description of the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams: I have just started using event parking and find it very convenient. Has it worked out for the city, money wise?

Justin Clay: It does generate revenue for the city. It offers convenience to event goers and the general public who view it as a premium service when it comes to parking.

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

Ordinance 5964 as Recorded in the office of the City Clerk

Announcements:

Don Marr, Chief of Staff: The city is seeking nominations for our City of Fayetteville 2017 Historic Preservation awards. The deadline is Friday at 5:00 p.m. Information can be found on the city website.

April 12, 2017 from 4:00 p.m. to 7:00 p.m. at the Ozark Natural Foods community room, Ozark Regional Transit has a public input session for a rapid bus transit pilot program study. It's being funded with the Walton Family Foundation.

The Clabber Creek Trail ribbon cutting and tour will be on Thursday at 3:30 p.m.

UNOFFICIAL

The construction project on the College Avenue improvements will begin in April and go through November. This week between 6:00 a.m. and 4:00 p.m., milling and overlay work is taking place on the east side of North Street between College Avenue and Mission. That street will be closed during those periods. Please take this into consideration with your commute.

On April 8, 2017 from 9:00 a.m. to 11:00 a.m. at the Kessler Mountain Regional Park concession stand building, the Parks Department is taking a Parks Capital Improvement project input from citizens. This is the third and final input session.

The baseball season has begun at the U of A and fireworks have been approved for their baseball events. If you live near Baum Stadium, fireworks could be displayed.

The Community Development Block Grant photo reception will be on April 19, 2017 from 2:00 p.m. to 4:00 p.m. at the Fayetteville Senior Activity and Wellness Center. It is a chance to see how your CDBG money is utilized.

City Attorney Kit Williams: I have some good news from the Arkansas Supreme Court. They issued their mandate in the City Hospital case, which officially ends the case. It was determined that what we did was correct. We followed the Stone deeds intent properly and legally. The closing of the City Hospital land sale to the library can now go forward.

City Council Agenda Session Presentations:

Agenda Session Presentation - Fayetteville Energy Action Plan by Peter Nierengarten.

City Council Tour: None

Adjournment: 6:09 p.m.

_____ _____

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

UNOFFICIAL

CITY OF Fayetteville ARKANSAS

STAFF MEMO

TO: Mayor and City Council

FROM: Chris Brown, P.E., City Engineer

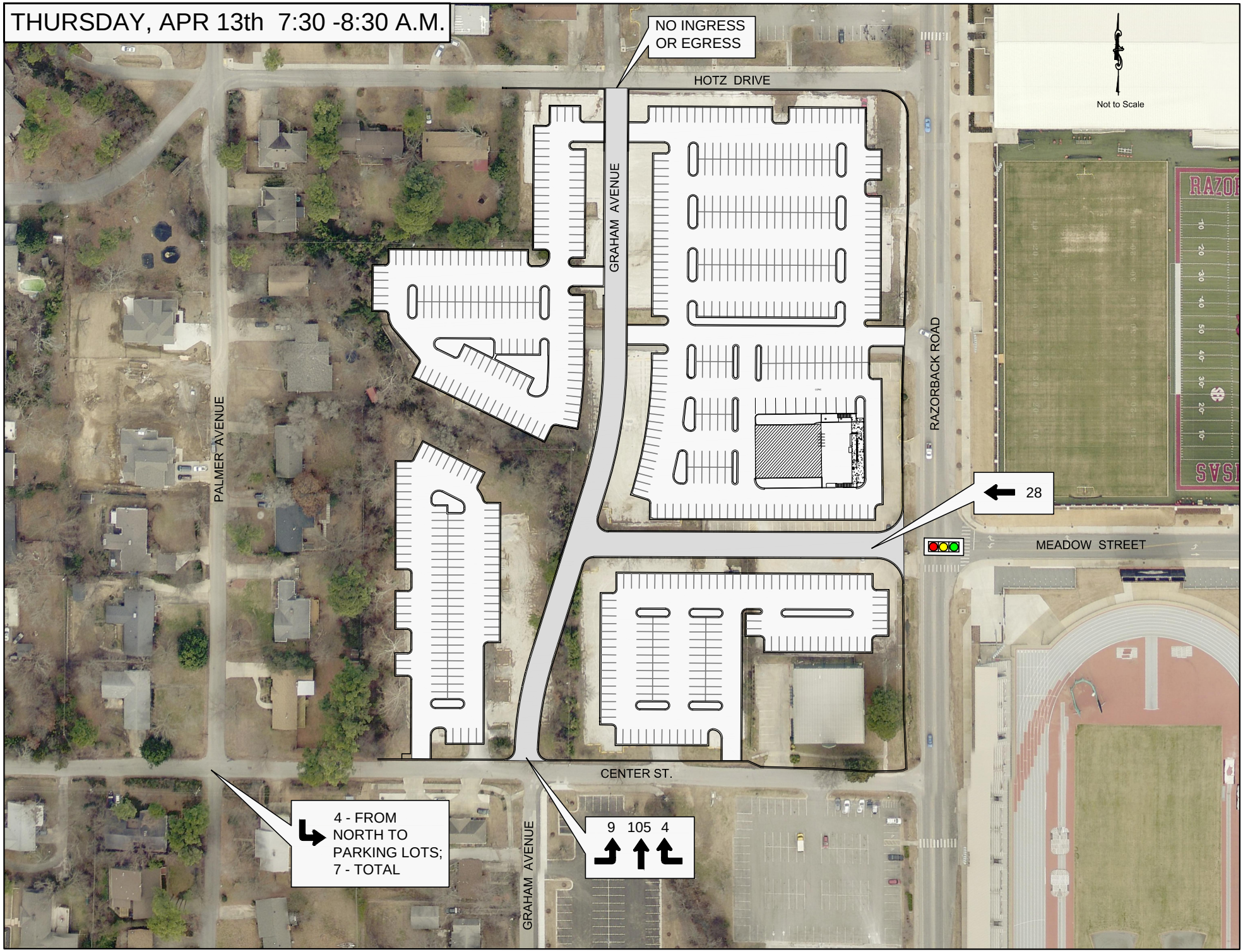
DATE: 4/17/2017

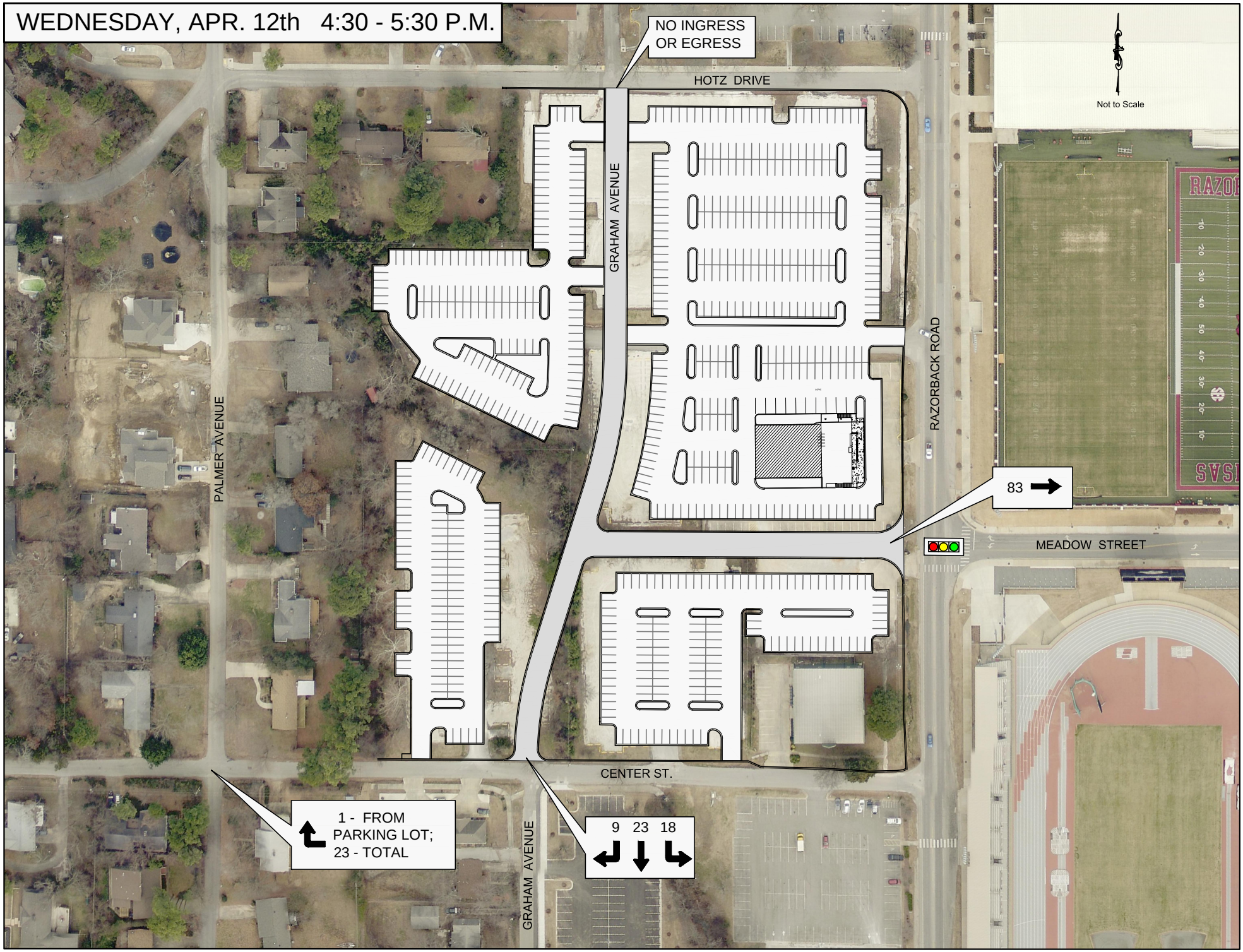
SUBJECT: **Traffic Observations for U of A Parking Lot-Data Taken on April 12, 2017**

On April 12th, City staff collected a third set of data on traffic entering and exiting the recently constructed parking lots west of Razorback Road.

As noted with past counts, there is little traffic accessing the parking lots from neighborhood streets to the west. Counts taken between 7:30 and 8:30 am of traffic entering the lots indicate the majority of traffic entering along Graham Avenue, but only 4 vehicles entering the lot after traveling south on Palmer. Afternoon traffic exiting the parking lot during the 4:30 to 5:30 pm period mostly leaves via the signalized intersection of Meadow and Razorback; smaller numbers exit to the south, but only 1 vehicle was observed leaving the parking lot and heading north on Palmer. There were 22 vehicles that came from other locations and turned north on Palmer during the same time period.

As noted previously, the parking lots do not appear to be a significant generator of traffic filtering through the neighborhoods to the west of the lots.


THURSDAY, APR 13th 7:30 -8:30 A.M.
NO INGRESS
OR EGRESS
HOTZ DRIVE
GRAHAM AVENUE
PALMER AVENUE
RAZORBACK ROAD
Not to Scale
28
MEADOW STREET
CENTER ST.
4 - FROM
NORTH TO
PARKING LOTS;
7 - TOTAL
GRAHAM AVENUE
9 105 4


WEDNESDAY, APR. 12th 4:30 - 5:30 P.M.
NO INGRESS
OR EGRESS
HOTZ DRIVE
Not to Scale
GRAHAM AVENUE
PALMER AVENUE
RAZORBACK ROAD
83
MEADOW STREET
CENTER ST.
1 - FROM
PARKING LOT;
23 - TOTAL
9 23 18
GRAHAM AVENUE

Smith, Sondra

From: Schaffer, Archie <archie.schaffer@tyson.com>
Sent: Thursday, April 13, 2017 3:05 PM
To: Smith, Sondra
Cc: Schaffer, Archie
Subject: Petition to Fayetteville City Council
Attachments: Petition on Hotz Parking Lot.pdf

Sondra—
Attached is a petition pertaining to the Hotz Parking Lot matter.
Please forward to all City Council members.
Thank you.
Archie Schaffer…

Archie Schaffer III
Consultant
Tyson Foods, Inc.

479-290-7232 Office
479-290-4028 Fax
archie.schaffer@tyson.com

This email and any files transmitted with it are confidential and intended solely for the use of the addressee. If you are not the intended addressee, then you have received this email in error and any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. Please notify us immediately of your unintended receipt by reply and then delete this email and your reply. Tyson Foods, Inc. and its subsidiaries and affiliates will not be held liable to any person resulting from the unintended or unauthorized use of any information contained in this email or as a result of any additions or deletions of information originally contained in this email.

TO: City Council
Fayetteville, Arkansas

The undersigned residents are opposed to the proposed ordinance that would allow open access to West Hotz Drive from the large UA parking lots between Hotz Drive and Center Streets.

NAME	NAME
1404 West Cleveland Address	Address
NAME	NAME
Address	Address

Please send the signed petitions to:

Sondra Smith ssmith@ci.fayetteville.ar.us (she will send to all Aldermen)

Ward 1, Position 1	Adella Gray	(479) 442-4958	ward1_pos1@ci.fayetteville.ar.us
Ward 1, Position 2	Sarah Marsh	(479) 287-4054	ward1_pos2@ci.fayetteville.ar.us
Ward 2, Position 1	Mark Kinion	(479) 442-7868	ward2_pos1@ci.fayetteville.ar.us
Ward 2, Position 2	Matthew Petty	(479) 595-8703	citycouncil@matthewpetty.org
Ward 3, Position 1	Justin Tennant	(479) 387-8462	ward3_pos1@ci.fayetteville.ar.us
Ward 3, Position 2	Sarah Bunch	(479) 601-1396	ward3_pos2@ci.fayetteville.ar.us
Ward 4, Position 1	John LaTour	(479) 443-7878	ward4_pos1@ci.fayetteville.ar.us
Ward 4, Position 2	Alan Long	(479) 304-0585	ward4_pos2@ci.fayetteville.ar.us

Mayor Mayor Lioneld Jordan (479) 575-8330 mayor@ci.fayetteville.ar.us

Johnson, Kimberly

From: Smith, Sondra
Sent: Monday, April 17, 2017 12:41 PM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; citycouncil@matthewpetty.org; Marr, Don; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Jordan, Lioneld; Lynch, Rhonda; Norton, Susan; Smith, Lorinda; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Bunch, Sarah; La Tour, John; Long, Alan
Cc: Barbara Fraleigh
Subject: Proposed Ordinance regarding W. Hotz Drive

Dear Ms. Fraleigh,

The April 18, 2017 City Council Final Agenda has already been sent out. I am forwarding your email to the City Council and Mayor Jordan as requested. Your email will be filed in our 4/18/17 Archived Agenda.

Thank you,
Sondra

From: Barbara Fraleigh [mailto:barbara.fraleigh@gmail.com]
Sent: Monday, April 17, 2017 8:58 AM
To: Smith, Sondra
Cc: Williams, Kit
Subject: Proposed Ordinance regarding W. Hotz Drive

Dear Ms. Smith,

Please distribute my email for inclusion in tomorrow evening's City Council meeting information. Thank you for your assistance.

~~~
~~~

I ask that you oppose the University's request to open the Hotz Drive access. Razorback Road is a state highway and designed to handle a large volume of traffic. Recent improvements along Razorback, including the addition of traffic signals near University parking lots, have greatly improved traffic flow.

Thank you for your consideration of this important matter.

Best wishes,

--

Barbara Fraleigh
1624 W. Halsell Road
Fayetteville, AR 72701

Smith, Sondra

From: Barbara Fraleigh <barbara.fraleigh@gmail.com>
Sent: Friday, April 14, 2017 2:44 PM
To: Smith, Sondra
Subject: Petition Opposing Hotz Drive Access to UA
Attachments: Petition Opposed to Hotz Drive Access 4-2017.pdf

Dear Ms. Smith,

Please accept this petition for the upcoming discussion of the proposed Hotz Drive access from the UA lot into the University Heights neighborhood.

While I understand the University's need to accommodate it's commuters, I am opposed to the additional traffic that opening this lot through our neighborhood will generate.

Thank you so much for all that you do for our wonderful city.

Best wishes,
Barbara Fraleigh

--
Barbara Fraleigh
1624 W. Halsell Road

TO: City Council
Fayetteville, Arkansas

The undersigned residents are opposed to the proposed ordinance that would allow open access to West Hotz Drive from the large UA parking lots between Hotz Drive and Center Streets.

Barbara Fraleigh
NAME

1624 W. Halsell Road
Address

NAME

Address

NAME

Address

NAME

Address

Please send the signed petitions to:

Sondra Smith ssmith@ci.fayetteville.ar.us (she will send to all Aldermen)

Ward 1, Position 1	Adella Gray	(479) 442-4958	ward1_pos1@ci.fayetteville.ar.us
Ward 1, Position 2	Sarah Marsh	(479) 287-4054	ward1_pos2@ci.fayetteville.ar.us
Ward 2, Position 1	Mark Kinion	(479) 442-7868	ward2_pos1@ci.fayetteville.ar.us
Ward 2, Position 2	Matthew Petty	(479) 595-8703	citycouncil@matthewpetty.org
Ward 3, Position 1	Justin Tennant	(479) 387-8462	ward3_pos1@ci.fayetteville.ar.us
Ward 3, Position 2	Sarah Bunch	(479) 601-1396	ward3_pos2@ci.fayetteville.ar.us
Ward 4, Position 1	John LaTour	(479) 443-7878	ward4_pos1@ci.fayetteville.ar.us
Ward 4, Position 2	Alan Long	(479) 304-0585	ward4_pos2@ci.fayetteville.ar.us

Mayor Mayor Lioneld Jordan (479) 575-8330 mayor@ci.fayetteville.ar.us

Johnson, Kimberly

From: Smith, Sondra
Sent: Monday, April 17, 2017 12:28 PM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; citycouncil@matthewpetty.org; Marr, Don; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Jordan, Lioneld; Lynch, Rhonda; Norton, Susan; Smith, Lorinda; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Bunch, Sarah; La Tour, John; Long, Alan
Cc: Bill Moeller
Subject: Proposed Ordinance Permitting Access From University Parking Lot to Hotz Drive

From: Bill Moeller [mailto:wam7630-gen@yahoo.com]
Sent: Sunday, April 16, 2017 7:59 PM
To: Smith, Sondra
Subject: Proposed Ordinance Permitting Access From University Parkiing Lot to Hotz Drive

Please forward this message to all members of the City Council and the Mayor. Thanks.

We would like to add our voices to the many others opposed to this ordinance. From our point of view, the underlying issue here is whether thru traffic should be routed through residential neighborhoods, or whether it should be directed out onto main roads, arterials, and highways. This parking lot is designed for commuting students and university staff. Those who live in our neighborhood will very likely find it more convenient to walk directly to their destination rather than drive to the parking lot, which is really no more convenient than walking directly. That means nearly all of the the traffic to and from the lot will be through traffic, and not local traffic. We see this as a safety issue as well as a noise and nuisance one. This is particularly true of Thomas Ave which is very narrow and has no sidewalks, and which would provide the most direct and attractive route from the lot to Markham Road--the obvious choice for cars headed north and west.
One possible compromise that we would suggest you consider is to permit exit as shown, but install barriers (not simply signage) restricting exiting traffic to right hand turns only. This would direct all exiting traffic to Razorback Road. We are familiar with the objections to this approach, but that makes the choice clearer. Whom do you choose to inconvenience more--the neighborhood or the commuters?

We urge you to vote in favor of the neighborhood.

Margaret and Bill Moeller

Smith, Sondra

From: BRIAN NOLAND <bnoland@prodigy.net>
Sent: Thursday, April 13, 2017 1:02 PM
To: Smith, Sondra
Cc: Ann Noland
Subject: Petition for Proposed W. Hotz Drive Access
Attachments: Petition for Hotz Drive 04_13_2017.pdf

Sondra,

Attached is a signed petition from my wife and me in opposition to the proposed ordinance allowing access to West Hotz Drive from the U of A Parking lots between Hotz and Center Street.

Thanks,
Brian and Ann Noland
Property owners of 1652 W. Markham Road

TO: City Council
Fayetteville, Arkansas

The undersigned residents are opposed to the proposed ordinance that would allow open access to West Hotz Drive from the large UA parking lots between Hotz Drive and Center Streets.

Ann M. Noland
NAME Ann M. Noland

1652 W. Markham
Address

Brian Noland
NAME

1652 W. Markham
Address

NAME

Address

NAME

Address

Please send the signed petitions to:

Sondra Smith ssmith@ci.fayetteville.ar.us (she will send to all Aldermen)

Ward 1, Position 1	Adella Gray	(479) 442-4958	ward1_pos1@ci.fayetteville.ar.us
Ward 1, Position 2	Sarah Marsh	(479) 287-4054	ward1_pos2@ci.fayetteville.ar.us
Ward 2, Position 1	Mark Kinion	(479) 442-7868	ward2_pos1@ci.fayetteville.ar.us
Ward 2, Position 2	Matthew Petty	(479) 595-8703	citycouncil@matthewpetty.org
Ward 3, Position 1	Justin Tennant	(479) 387-8462	ward3_pos1@ci.fayetteville.ar.us
Ward 3, Position 2	Sarah Bunch	(479) 601-1396	ward3_pos2@ci.fayetteville.ar.us
Ward 4, Position 1	John LaTour	(479) 443-7878	ward4_pos1@ci.fayetteville.ar.us
Ward 4, Position 2	Alan Long	(479) 304-0585	ward4_pos2@ci.fayetteville.ar.us

Mayor Mayor Lioneld Jordan (479) 575-8330 mayor@ci.fayetteville.ar.us

Razorback Road & Hotz
C. 7 2017-0195
04/18/17 City Council Meeting

Smith, Sondra

From: Cynthia Creel <cynthiaacreel@gmail.com>
Sent: Wednesday, April 12, 2017 8:37 PM
To: Smith, Sondra
Subject: UA Parking Lot Ordinance
Attachments: UA Parking Lot Ordinance Signed.pdf.pdf

Please see Signed UA Parking Lot Ordinance
and pass on to the Aldermen My opposition
Thank you,

--
Cindy Creel
479-530-8575
cynthiaacreel@gmail.com

Petition.pdf Open with

TO: City Council
Fayetteville, Arkansas

The undersigned residents are opposed to the proposed ordinance that would allow open access to the large UA parking lots between Hotz Drive and Center Streets.

Cynthia Creel

NAME	NAME
Address	Address
NAME	NAME
Address	Address

Please send the signed petitions to:

Sondra Smith ssmith@ci.fayetteville.ar.us (she will send to all Aldermen)

Ward 1, Position 1	Adella Gray	(479) 442-4958	ward1_pos1@ci.fayetteville.ar.us
Ward 1, Position 2	Sarah Marsh	(479) 287-4054	ward1_pos2@ci.fayetteville.ar.us
Ward 2, Position 1	Mark Kinion	(479) 442-7868	ward2_pos1@ci.fayetteville.ar.us
Ward 2, Position 2	Matthew Petty	(479) 595-8703	citycouncil@matthewpetty.org
Ward 3, Position 1	Justin Tennant	(479) 387-8462	ward3_pos1@ci.fayetteville.ar.us
Ward 3, Position 2	Sarah Bunch	(479) 601-1396	ward3_pos2@ci.fayetteville.ar.us
Ward 4, Position 1	John LaTour	(479) 443-7878	ward4_pos1@ci.fayetteville.ar.us
Ward 4, Position 2	Alan Long	(479) 304-0585	ward4_pos2@ci.fayetteville.ar.us
Mayor	Mayor Lioneld Jordan	(479) 575-8330	mayor@ci.fayetteville.ar.u

Page 1 / 2

RECEIVED
APR 17 2017
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

TO: City Council
Fayetteville, Arkansas

The undersigned residents are opposed to the proposed ordinance that would allow open access to West Hotz Drive from the large UA parking lots between Hotz Drive and Center Streets.

DAVID W. HART	
NAME	NAME
1549 MARKHAM RD	
Address	Address
Emily R. Hart	
NAME	NAME
1549 Markham Rd.	
Address	Address

Please send the signed petitions to:

Sondra Smith ssmith@ci.fayetteville.ar.us (she will send to all Aldermen)

Ward 1, Position 1	Adella Gray	(479) 442-4958	ward1_pos1@ci.fayetteville.ar.us
Ward 1, Position 2	Sarah Marsh	(479) 287-4054	ward1_pos2@ci.fayetteville.ar.us
Ward 2, Position 1	Mark Kinion	(479) 442-7868	ward2_pos1@ci.fayetteville.ar.us
Ward 2, Position 2	Matthew Petty	(479) 595-8703	citycouncil@matthewpetty.org
Ward 3, Position 1	Justin Tennant	(479) 387-8462	ward3_pos1@ci.fayetteville.ar.us
Ward 3, Position 2	Sarah Bunch	(479) 601-1396	ward3_pos2@ci.fayetteville.ar.us
Ward 4, Position 1	John LaTour	(479) 443-7878	ward4_pos1@ci.fayetteville.ar.us
Ward 4, Position 2	Alan Long	(479) 304-0585	ward4_pos2@ci.fayetteville.ar.us

Mayor	Mayor Lioneld Jordan	(479) 575-8330	mayor@ci.fayetteville.ar.us

Razorback Road & Hotz
C. 7 2017-0195
04/18/17 City Council Meeting

Smith, Sondra

From: Ethel C. Simpson <esimpson@uark.edu>
Sent: Thursday, April 13, 2017 4:23 PM
To: Smith, Sondra
Subject: opposed to UA parking lot ordinance

Please forward this post to the City Council.

I am writing to oppose opening the new parking lot on the west side of Razorback Road to allow traffic through University Heights. This is an old neighborhood with narrow streets, eccentric intersections, a couple of hills that limit visibility. It also has few paved pedestrian walks. Many houses along the streets near the parking lot and others that would be affected by the new traffic patterns are occupied by several residents, generally with so many cars per house that some must park in the street. The neighborhood is home to older citizens, and there are also young children who attend the neighborhood schools. Residents and others use our neighborhood for jogging and walking, desirable habits in a walkable city.All these considerations make it likely that increased traffic would at least be a headache, and in case of a fire or an emergency requiring an ambulance, they could create a catastrophe. The Razorback rooters would be merrily on their way, or not so merrily congested in the neighborhood maze, and we, the permanent and taxpaying residents, would suffer the inconvenience or worse.

The parking lot appears to have been designed, and the streets and traffic controls increased, to create a smooth exit along Razorback road, a state highway. Please continue to use these measures to deal with the traffic, and let those of us who live here have the tranquil and safe neighborhood we cherish so greatly.

Ethel C. Simpson
409 N. Oliver Avenue
Fayetteville AR 72701
(479) 442-2925

TO: City Council
Fayetteville, Arkansas

The undersigned residents are opposed to the proposed ordinance that would allow open access to West Hotz Drive from the large UA parking lots between Hotz Drive and Center Streets.

Ethel C. Simpson	
NAME	NAME
409 N Oliver Avenue	
Address	Address
NAME	NAME
Address	Address

Please send the signed petitions to:

Sondra Smith ssmith@ci.fayetteville.ar.us (she will send to all Aldermen)

Ward 1, Position 1	Adella Gray	(479) 442-4958	ward1_pos1@ci.fayetteville.ar.us
Ward 1, Position 2	Sarah Marsh	(479) 287-4054	ward1_pos2@ci.fayetteville.ar.us
Ward 2, Position 1	Mark Kinion	(479) 442-7868	ward2_pos1@ci.fayetteville.ar.us
Ward 2, Position 2	Matthew Petty	(479) 595-8703	citycouncil@matthewpetty.org
Ward 3, Position 1	Justin Tennant	(479) 387-8462	ward3_pos1@ci.fayetteville.ar.us
Ward 3, Position 2	Sarah Bunch	(479) 601-1396	ward3_pos2@ci.fayetteville.ar.us
Ward 4, Position 1	John LaTour	(479) 443-7878	ward4_pos1@ci.fayetteville.ar.us
Ward 4, Position 2	Alan Long	(479) 304-0585	ward4_pos2@ci.fayetteville.ar.us

Mayor Mayor Lioneld Jordan (479) 575-8330 mayor@ci.fayetteville.ar.us

Smith, Sondra

From: Gail Leftwich <leftwich@uark.edu>
Sent: Friday, April 14, 2017 2:05 PM
To: Smith, Sondra
Subject: Proposed ordinance
Attachments: ordinance.docx; IMG_1042.JPG

Dear Ms. Smith,

Please find attached a letter and a petition concerning the proposed ordinance which would open access from the large parking lots on Razorback to West Hotz Drive. Thank you.

Gail Leftwich

TO: City Council
Fayetteville, Arkansas

The undersigned residents are opposed to the proposed ordinance that would allow open access to West Hot
the large UA parking lots between Hotz Drive and Center Streets.

GAIL LEFTWICH
NAME

NAME

668 GRAY AVE
Address

Address

JOE PAUL
NAME

NAME

668 GRAY AVE
Address

Address

Please send the signed petitions to:

Sondra Smith ssmith@ci.fayetteville.ar.us (she will send to all Alderman)

Ward 1, Position 1	Adella Gray	(479) 442-4958	ward1_pos1@ci.fayetteville.ar.us
Ward 1, Position 2	Sarah Marsh	(479) 287-4054	ward1_pos2@ci.fayetteville.ar.us
Ward 2, Position 1	Mark Kinion	(479) 442-7868	ward2_pos1@ci.fayetteville.ar.us
Ward 2, Position 2	Matthew Petty	(479) 595-8703	citycouncil@matthewpetty.org
Ward 3, Position 1	Justin Tennant	(479) 387-8482	ward3_pos1@ci.fayetteville.ar.us
Ward 3, Position 2	Sarah Bunch	(479) 601-1396	ward3_pos2@ci.fayetteville.ar.us
Ward 4, Position 1	John LaTour	(479) 443-7878	ward4_pos1@ci.fayetteville.ar.us
Ward 4, Position 2	Alan Long	(479) 304-0585	ward4_pos2@ci.fayetteville.ar.us

Gail Leftwich
668 Gray Ave.
Fayetteville AR 72701

Dear City Council Members,

Thank you so much for giving your time and energy to represent the various neighborhoods in our city. I appreciate your generosity.

I would like to address a particular issue so that you might have an insight on how a proposed ordinance might affect our particular neighborhood.

The proposed ordinance would open access to West Hotz Drive from the large UA parking lots between Hotz Drive and Center Streets.

In 2013/2014, the City Council blocked the north access of the aforementioned parking lots due in part to pedestrian safety. Sufficient improvements to the sidewalk system since that time have not yet improved to the point of providing pedestrian safety. In addition, many of the streets through which the student-aged drivers would have traverse to exit the area are narrow, and simply not equipped to handle the large volumes of traffic which would result from the passage of this ordinance. These young, somewhat inexperienced drivers would potentially endanger the safety particularly of the children, pets and elderly in our established neighborhoods, but in truth, the entire neighborhood would be adversely affected.

We have invested our future in our neighborhoods and have fought hard to maintain a safe environment for all. Please do not let this ordinance go through. Our lives depend on this.

Thank you for listening.

Gail Leftwich

Razorback Road & Hotz
C. 7 2017-0195
04/18/17 City Council Meeting

Smith, Sondra

From: Joyce Feldman <feldman.joyce@gmail.com>
Sent: Thursday, April 13, 2017 6:03 PM
To: Smith, Sondra
Subject: Parking access

TO: City Council Fayetteville, Arkansas The undersigned residents are opposed to the proposed ordinance that would allow open access to West Hotz Drive from the large UA parking lots between Hotz Drive and Center Streets.

NAME _____William and Joyce Feldman_____ Address 16 N. Sang Ave. Fayetteville, AR 72701__
_____

Please send the signed petitions to: Sondra Smith ssmith@ci.fayetteville.ar.us (she will send to all Aldermen)

Ward 1, Position 1 Adella Gray (479) 442-4958 ward1_pos1@ci.fayetteville.ar.us Ward 1, Position 2 Sarah Marsh (479) 287-4054 ward1_pos2@ci.fayetteville.ar.us Ward 2, Position 1 Mark Kinion (479) 442-7868 ward2_pos1@ci.fayetteville.ar.us Ward 2, Position 2 Matthew Petty (479) 595-8703 citycouncil@matthewpetty.org Ward 3, Position 1 Justin Tennant (479) 387-8462 ward3_pos1@ci.fayetteville.ar.us Ward 3, Position 2 Sarah Bunch (479) 601-1396 ward3_pos2@ci.fayetteville.ar.us Ward 4, Position 1 John LaTour (479) 443-7878 ward4_pos1@ci.fayetteville.ar.us Ward 4, Position 2 Alan Long (479) 304-0585 ward4_pos2@ci.fayetteville.ar.us Mayor Mayor Lioneld Jordan (479) 575-8330 mayor@ci.fayetteville.ar.us

It was our understanding after much discussion that there was agreement that these lots would not have access to or from West Hotz Drive.

William and Joyce Feldman

Smith, Sondra

From: Nancy McCartney <nmccartn@hotmail.com>
Sent: Monday, April 17, 2017 6:32 PM
To: Smith, Sondra
Subject: Ordinance No. 5652

I do hope you will not approve of this action: A Resolution Pursuant to Ordinance No. 5652 to Authorize Motor Vehicle Access to West Hotz Drive from Property Owned by the University of Arkansas.

Our neighborhood is quiet (usually) and filled with dogs, kids, and walkers. However, I no longer walk due to the increased traffic that barrels along narrow streets without sidewalks but big ditches. Cars do not stop for stop signs. Corners are obstructed by vegetation so that no one can see what is coming unless you do stop and proceed cautiously. (There is some regulation that expects corners to be cleared 25' back I think, but this is ignored and not enforced). These streets are not designed for high speed traffic.

Example: every weekday Sept-June I travel in a sedan east on Maple, make a left turn on Gray, and proceed to work. At least 2x a month, someone runs the stop sign at that intersection and nearly t-bones me. Since I cannot see the traffic coming up the hill on Maple, I am in danger of being hit from that direction, also. The increase in traffic of people presumably racing down the street to the University has occurred in the last 5 years. I expect to be hit sometime there in spite of being slow and cautious. Then I have to make another left turn from Cardwell onto Oliver where again I cannot see what is coming up behind that little rise until I am in the middle of the street making the turn. That's also nerve wracking. Fast cars that do not stop make these places very dicey.

Our neighborhood is filled with charming but difficult areas like the ones I just described. Please don't make them any more dangerous!

Razorback Road & Hotz
C. 7 2017-0195
04/18/17 City Council Meeting

TO: City Council
Fayetteville, Arkansas

The undersigned residents are opposed to the proposed ordinance that would allow open access to West Hotz Drive from the large UA parking lots between Hotz Drive and Center Streets.

Lisa Orton / Lisa M. Orton
NAME

1663 W Halsell Rd.
Address

Joe C. Lewis
NAME

1704 W. Halsell Rd
Address

Stephan Guinn / Steph Guinn
NAME

1844 W. Halsell Rd
Address

Dawn & Robert Koser
NAME

1777 W. Halsell Rd. 72701
Address

Please send the signed petitions to:

Sondra Smith ssmith@ci.fayetteville.ar.us (she will send to all Aldermen)

Ward 1, Position 1	Adella Gray	(479) 442-4958	ward1_pos1@ci.fayetteville.ar.us
Ward 1, Position 2	Sarah Marsh	(479) 287-4054	ward1_pos2@ci.fayetteville.ar.us
Ward 2, Position 1	Mark Kinion	(479) 442-7868	ward2_pos1@ci.fayetteville.ar.us
Ward 2, Position 2	Matthew Petty	(479) 595-8703	citycouncil@matthewpetty.org
Ward 3, Position 1	Justin Tennant	(479) 387-8462	ward3_pos1@ci.fayetteville.ar.us
Ward 3, Position 2	Sarah Bunch	(479) 601-1396	ward3_pos2@ci.fayetteville.ar.us
Ward 4, Position 1	John LaTour	(479) 443-7878	ward4_pos1@ci.fayetteville.ar.us
Ward 4, Position 2	Alan Long	(479) 304-0585	ward4_pos2@ci.fayetteville.ar.us

Mayor Mayor Lioneld Jordan (479) 575-8330 mayor@ci.fayetteville.ar.us

TO: City Council
Fayetteville, Arkansas

The undersigned residents are opposed to the proposed ordinance that would allow open access to West Hotz Drive from the large UA parking lots between Hotz Drive and Center Streets.

E. Jane Scroggs E. Jane Scroggs
NAME

1852 W. Halsell Rd, Fay - 72701-3907
Address

NAME

Address

Nee Kara S
NAME

1666 W. Hulsell Rd, Fay 72701
Address

NAME

Address

Please send the signed petitions to:

Sondra Smith ssmith@ci.fayetteville.ar.us (she will send to all Aldermen)

Ward 1, Position 1	Adella Gray	(479) 442-4958	ward1_pos1@ci.fayetteville.ar.us
Ward 1, Position 2	Sarah Marsh	(479) 287-4054	ward1_pos2@ci.fayetteville.ar.us
Ward 2, Position 1	Mark Kinion	(479) 442-7868	ward2_pos1@ci.fayetteville.ar.us
Ward 2, Position 2	Matthew Petty	(479) 595-8703	citycouncil@matthewpetty.org
Ward 3, Position 1	Justin Tennant	(479) 387-8462	ward3_pos1@ci.fayetteville.ar.us
Ward 3, Position 2	Sarah Bunch	(479) 601-1396	ward3_pos2@ci.fayetteville.ar.us
Ward 4, Position 1	John LaTour	(479) 443-7878	ward4_pos1@ci.fayetteville.ar.us
Ward 4, Position 2	Alan Long	(479) 304-0585	ward4_pos2@ci.fayetteville.ar.us

Mayor Mayor Lioneld Jordan (479) 575-8330 mayor@ci.fayetteville.ar.us

FOR access to West Hotz Drive

Why we are **for** the proposed ordinance that would allow open access to West Hotz Drive from the large UA parking lots (Lot #74) between Hotz Drive and Center Streets.

Here are some of our reasons:

1 **Pedestrian Safety:** The route traveled by university students, university staff and alumni from the north from Sang to Cross to Markum to get to UofA Parking Lot #74 comes directly down Palmer. There are only entrances to this major parking lot off of Razorback and Center. This new entrance would give a direct entrance from the north off of Thomas Street. This would avoid the 5 street intersections at Palmer and Hotz and keep traffic away from the Hotz Park, which attracts many families and children.

2 **Connectivity:** Flow of traffic onto Thomas north would allow less congestion on Palmer, Hotz and Center streets. Students and staff are going to use this pathway from the north so this connectivity is necessary for normal traffic flow. A recent traffic survey (taken during a time when Palmer was closed to build sidewalks) seemed to indicate there was insignificant traffic flow down Palmer to Lot #74. If this were true then this also would indicate insignificant traffic flow coming down Thomas St. to a north entrance.

3 **Road width's:** The roads in question in our neighborhood Palmer, Hotz, Center, Thomas, Markum, Cross are all narrow neighborhood streets. No one road is better than the other to handle traffic congestion.

4 **Major Events:** Palmer Ave. serves as an alternative route for all UofA major events. Those events include all football games, basketball games, UA graduation, High School graduations, and Wal-Mart Stockholders meetings and out door track meets. A north entrance to Thomas St. would alleviate traffic congestion after major events. Currently cars block Palmer Ave up to an hour after UA major events.

PETITION ALLOWING EXIT AND ENTRANCE INTO THE RAZORBACK PARKING LOT FROM HOTZ ROAD

NAME	ADDRESS	DATE
Jon C. Rubenow	1850 Pratt Drive Fayetteville, AR	04/12/17
JANE KAY 466-5949	35 SOUTH HARTMAN FAY, AR janerayphotography@gmail.com	4.12.17
Mary E. Kinsey	1606 Markham Road Fayetteville AR 72701	4/12/17
John O Kinsey	1606 MARKham Rd Fayetteville AR 72701	4/12/17
Albert Tjadinton	114 N. Palmer Ave Fayetteville AR 72701	4/17/17
Michael Fogleman	1579 W. Hotz Dr. Fayetteville, AR 72701	04/17/17
Amber Dunham	146 N Palmer Ave Fayetteville, AR 72701	04/17/17
Jacob Herthoff	177 N Palmer Ave Fayetteville, AR, 72701	04/17/17
Kelly Dunham	146 N Palmer Ave Fayetteville, AR 72701	4/17/17
Colson Tester	191 N Palmer Ave, Fayetteville, AR 72701	4/17/17
Justin Setser	15 N Palmer Ave, Fayetteville, AR 72701	4/17/17
	146 N Palmer Ave Fayetteville, AR 72701	4/17/17
Stephn Aguilar	205 N Palmer Ave Fayetteville, AR 72701	4/17/17
Jake Lewis	205 N Palmer Ave Fayetteville, AR 72701	4/17/17
Weston Snow	205 N Palmer Ave Fayetteville, AR 72701	4/17/17
Daniel Calvin	205 N Palmer Ave. Fayetteville, AR 72701	4/17/17

PETITION ALLOWING EXIT AND ENTRANCE INTO THE RAZORBACK PARKING LOT FROM HOTZ ROAD

NAME	ADDRESS	DATE
Rebecca Loyd	104 N. Palmer Fay 72701	4-3-17
Mary Deyo	25 S Graham, Fay 72701	4-10-17
[illegible]	25 S. Graham Ave Fay 72701	4-10-17
[illegible]	1517 W. Center Fay 72701	4-10-17
Carol Lester	345 Palmer Ave	4-10-17
[illegible]	345 Palmer Ave	4-10-17
Thelma Bohannon	48 S. Palmer Ave	4-10-17
Tom Bohannon	48 S. Palmer AR	4-10-17
Rocky Lester	9 S. Palmer	4-10-17
Jim Lester	9 S. Palmer	4-10-17
[illegible]		
[illegible]	106 N. Palmer Fayetteville 72701	4/4/17
Molly K. Davidson	77 N. Palmer Ave, Fay. 72701	4/10/17
John H. Davidson	77 N Palmer Ave Fayetteville 72701	4-10-17
Suzanne Hobbs	55 N. Palmer Ave. Fayetteville 72701	4/10/17
Allen Baker	19 N Palmer Ave Fayetteville AR	4/10/17

PETITION ALLOWING EXIT AND ENTRANCE INTO THE RAZORBACK PARKING LOT FROM HOTZ ROAD

NAME	ADDRESS	DATE
Sean Reagan	35 N. Palmer Ave	4-17-17
Joel Montgomery	15 N. Palmer Ave	4/17/17
Margaret Wilson	22 N Palmer Av	4/17/17

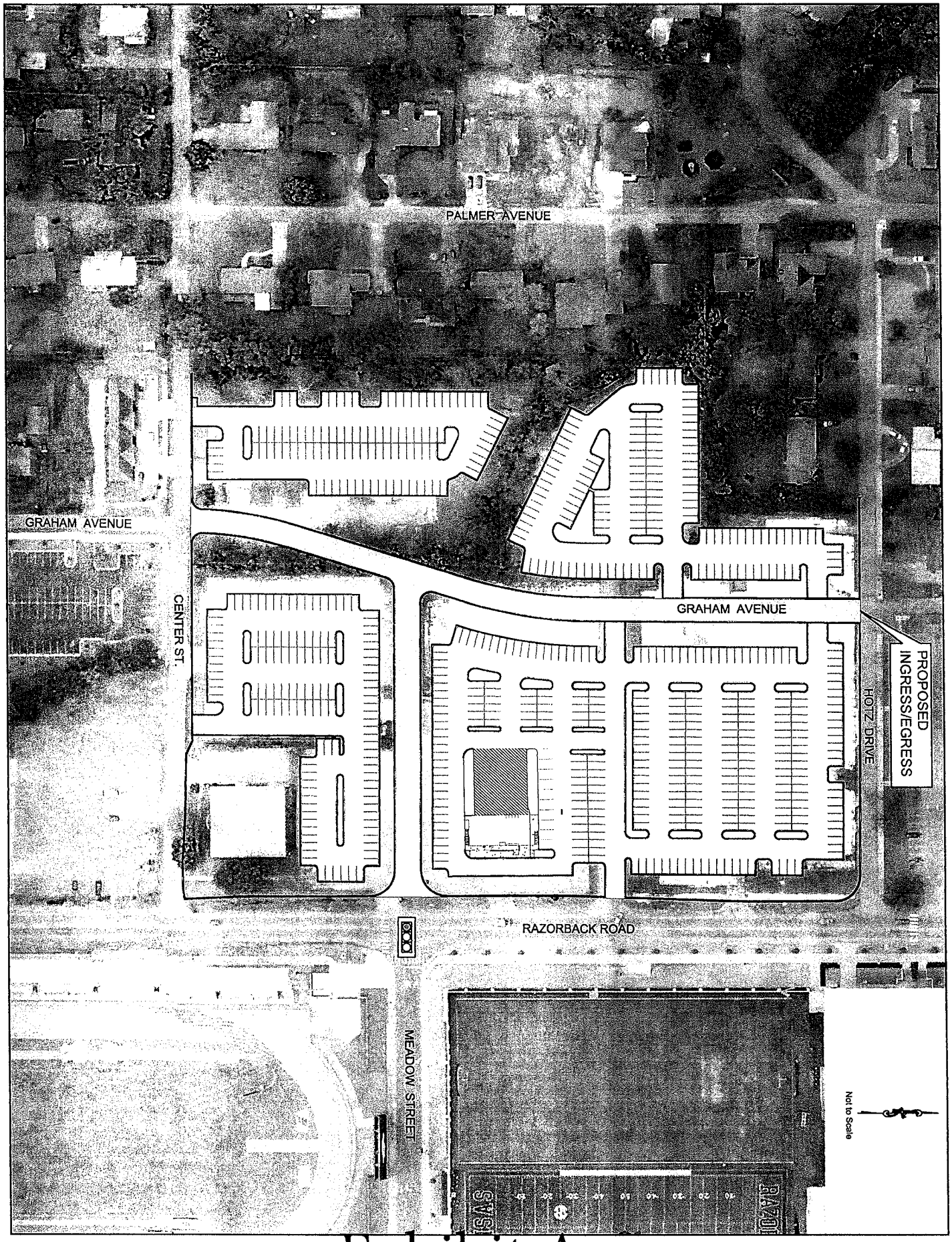

PALMER AVENUE
GRAHAM AVENUE
CENTER ST.
GRAHAM AVENUE
PROPOSED INGRESS/EGRESS
HOTZ DRIVE
RAZORBACK ROAD
MEADOW STREET
Not to Scale

Exhibit A

City of Fayetteville, Arkansas

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

Meeting Agenda - Tentative Agenda

Tuesday, April 11, 2017

4:30 PM

City Hall Room 326

City Council Agenda Session

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

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions

A. Consent:

A. 1 2016-0573

APPROVAL OF THE APRIL 4, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 2017-0159

STEVE LANDERS TOYOTA OF NORTHWEST ARKANSAS:

A RESOLUTION TO AWARD BID # 17-24 AND AUTHORIZE THE PURCHASE OF THREE 2017 TOYOTA TACOMAS FROM STEVE LANDERS TOYOTA OF NORTHWEST ARKANSAS IN THE TOTAL AMOUNT OF $65,400.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: STEVE LANDERS TOYOTA OF NORTHWEST ARKANSAS

A. 3 2017-0160

ARKANSAS MUNICIPAL EQUIPMENT, INC.:

A RESOLUTION TO AWARD BID NO. 17-23 AND AUTHORIZE THE PURCHASE OF A PETERBILT 520 FRONT LOAD REFUSE TRUCK WITH NEW WAY MAMMOTH BODY FROM ARKANSAS MUNICIPAL EQUIPMENT, INC. IN THE AMOUNT OF $240,592.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: ARKANSAS MUNICIPAL EQUIPMENT, INC.

A. 4 2017-0161

WILLIAMS TRACTOR:

A RESOLUTION TO APPROVE THE PURCHASE OF SIX (6) HUSTLER SUPER Z MOWERS FROM WILLIAMS TRACTOR OF FAYETTEVILLE IN THE TOTAL AMOUNT OF $62,345.00 PURSUANT TO A STATE PROCUREMENT CONTRACT FOR USE BY THE PARKS AND RECREATION DEPARTMENT

Attachments: WILLIAMS TRACTOR

A. 5 2017-0162

SUPERIOR AUTOMOTIVE GROUP, TRANSPORTATION DEPT.:

A RESOLUTION TO AWARD BID #17-26 AND AUTHORIZE THE PURCHASE OF FIVE (5) 2017 FORD F-550 TRUCKS FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE TOTAL AMOUNT OF $313,256.00 FOR USE BY THE TRANSPORTATION SERVICES DEPARTMENT

Attachments: SUPERIOR AUTOMOTIVE GROUP, TRANSPORTATION DEPT.

A. 6 2017-0163

SUPERIOR AUTOMOTIVE GROUP, WATER & SEWER DEPT.:

A RESOLUTION TO AWARD BID #17-26 AND AUTHORIZE THE PURCHASE OF TWO (2) 2017 FORD F-550 DIESEL TRUCKS AND A FORD F-250 PICKUP TRUCK FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE TOTAL AMOUNT OF $149,375.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: SUPERIOR AUTOMOTIVE GROUP, WATER & SEWER DEPT.

A. 7 2017-0174

HILBILT SALES CORPORATION:

A RESOLUTION TO AWARD BID #17-29 AND AUTHORIZE THE PURCHASE OF A CLEMENT STARLITE 3829 DUMP TRAILER FROM HILBILT SALES CORPORATION OF BENTON, ARKANSAS IN THE AMOUNT OF $39,794.00 PLUS APPLICABLE TAXES FOR USE AT THE CITY WASTEWATER TREATMENT FACILITIES

Attachments: HILBILT SALES CORPORATION

A. 8 2017-0172

CH2M HILL ENGINEERS, INC.:

A RESOLUTION TO APPROVE AN OUT-OF-SCOPE AGREEMENT WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF $19,998.00 FOR DESIGN REVISIONS TO THE ACCESS ROAD AND BERMS AT THE LAKE SEQUOYAH SEDIMENT REMOVAL PROJECT

Attachments: CH2M HILL ENGINEERS, INC.

A. 9 2017-0178

WATERSHED CONSERVATION RESOURCE CENTER:

A RESOLUTION TO APPROVE TASK ORDER NO. 5 WITH THE WATERSHED CONSERVATION RESOURCE CENTER IN THE AMOUNT OF $100,500.00 FOR CONTINUED NATIVE VEGETATION ESTABLISHMENT EFFORTS AND MINOR ADJUSTMENTS TO EXISTING RESTORATION AREAS TO ENHANCE STREAM CHANNEL STABILITY

Attachments: WATERSHED CONSERVATION RESOURCE CENTER

A. 10 2017-0191

PLAY BY DESIGN, INC.:

A RESOLUTION TO AWARD RFP NO. 17-03 AND AUTHORIZE A CONTRACT WITH PLAY BY DESIGN, INC. IN THE AMOUNT OF $299,990.91 FOR THE CONSTRUCTION OF THE ROTARY CLUB OF FAYETTEVILLE PLAYGROUND AT KESSLER MOUNTAIN REGIONAL PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $30,000.00

Attachments: PLAY BY DESIGN, INC.

A. 11 2017-0132

MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC:

A RESOLUTION TO APPROVE AMENDMENT NO. 6 TO THE CONTRACT WITH MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC IN THE AMOUNT OF $100,000.00 FOR ADDITIONAL LEGAL SERVICES RELATED TO THE WHITE RIVER WATER QUALITY STANDARDS PETITION TO THE ARKANSAS POLLUTION CONTROL AND ECOLOGY COMMISSION, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $20,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC
BA - MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC

B. Unfinished Business: NONE

C. New Business:

C. 1 2017-0180

BENCHMARK CONSTRUCTION OF NWA, INC.:

A RESOLUTION TO APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF $195,377.00 FOR THE CONSTRUCTION OF A BATHROOM AND STORAGE BUILDING AT THE FIRE DEPARTMENT TRAINING FACILITY, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $29,306.55, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: BENCHMARK CONSTRUCTION OF NWA, INC.
B.A._BENCHMARK CONSTRUCTION OF NWA, INC.

C. 2 2017-0170

FAYETTEVILLE COMMERCE PARK, PETER O. KOHLER, LLC:

A RESOLUTION TO SELL ABOUT 14.9 ACRES OF LAND IN THE COMMERCE DISTRICT TO PETER O. KOHLER, LLC FOR $223,500.00

Attachments: FAYETTEVILLE COMMERCE PARK, PETER O. KOHLER, LLC

C. 3 2017-0187

VAC 17-5749 (495 W. PRAIRIE ST./INFILL GROUP):

AN ORDINANCE TO APPROVE VAC 17-5749 FOR PROPERTY LOCATED AT 423 WEST PRAIRIE STREET TO VACATE A PORTION OF A DRAINAGE EASEMENT CONTAINING APPROXIMATELY 40 SQUARE FEET

Attachments: VAC 17-5749 (495 W. PRAIRIE ST./INFILL GROUP)

C. 4 2017-0182

RZN 17-5734 (1722 N. STARR DR./ST. JOSEPH'S SCHOOL):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5734 FOR ABOUT 26.09 ACRES LOCATED AT 1722 NORTH STARR DRIVE FROM R-A, RESIDENTIAL AGRICULTURAL AND RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO P-1, INSTITUTIONAL

Attachments: RZN 17-5734 (1722 N. STARR DR./ST. JOSEPH'S SCHOOL)

C. 5 2017-0186

RZN 17-5732 (1840 W.POPLAR ST./POPLAR ST. MOBILE HOME PARK):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5732 FOR ABOUT 9.20 ACRES LOCATED AT 1840 WEST POPLAR STREET FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE TO CS, COMMUNITY SERVICES

Attachments: RZN 17-5732 (1840 W. POPLAR ST./POPLAR ST. MOBILE HOME PARK)

C. 6 2017-0194

AMEND ORD. 3898, BOTANICAL GARDEN AND FAYETTEVILLE SCHOOLS AGREEMENT:

AN ORDINANCE TO AMEND ORDINANCE 3898 BY REMOVING APPROXIMATELY 1.7 ACRES FROM THE LAKE FAYETTEVILLE NATURE STUDY CENTER RESERVE, TO APPROVE AN AMENDMENT TO THE JOINT LEASE AGREEMENT WITH THE FAYETTEVILLE SCHOOL DISTRICT TO REFLECT THE REMOVAL OF THE 1.7 ACRES, TO APPROVE AN AMENDMENT TO THE BOTANICAL GARDEN LAND LEASE AGREEMENT WITH THE BOTANICAL GARDEN SOCIETY OF THE OZARKS, INC. TO ADD APPROXIMATELY 1.7 ACRES TO THE LEASED PREMISES, AND TO APPROVE AN AMENDMENT TO THE BOTANICAL GARDEN OF THE OZARKS MASTER PLAN TO ADD AN OPERATIONS CENTER ON THE ADDITIONAL ACREAGE

Attachments: AMEND ORD. 3898, BOTANICAL GARDEN AND FAYETTEVILLE SCHOOLS A(

C. 7 2017-0195

UNIVERSITY OF ARKANSAS, WEST HOTZ DRIVE:

A RESOLUTION PURSUANT TO ORDINANCE NO. 5652 TO AUTHORIZE MOTOR VEHICLE ACCESS TO WEST HOTZ DRIVE FROM PROPERTY OWNED BY THE UNIVERSITY OF ARKANSAS

Attachments: UNIVERSITY OF ARKANSAS, WEST HOTZ DRIVE

Matthew Petty Form 2017-0195

C. 8 2017-0176

ENACT ARTICLE XXXI EQUIPMENT COMMITTEE AND ARTICLE XXXII SUBSTITUTION FOR ABSENT FELLOW CITY COUNCIL WARD MEMBER:

AN ORDINANCE TO ENACT **ARTICLES XXXI** AND **XXXII** OF THE FAYETTEVILLE CODE TO CODIFY MEMBERSHIP AND DUTIES OF THE EQUIPMENT COMMITTEE AND TO PROVIDE FOR A CITY COUNCIL MEMBER TO SUBSTITUTE FOR AN ABSENT WARD REPRESENTATIVE ON A STANDING CITY COUNCIL COMMITTEE

Attachments: ENACT ARTICLE XXXI EQUIPMENT COMMITTEE AND ARTICLE XXXII SUB(

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 Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0573

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Minutes

Agenda Number: A. 1

APPROVAL OF THE APRIL 4, 2017 CITY COUNCIL MEETING MINUTES.

City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0159

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: A. 2

STEVE LANDERS TOYOTA OF NORTHWEST ARKANSAS:

A RESOLUTION TO AWARD BID # 17-24 AND AUTHORIZE THE PURCHASE OF THREE 2017 TOYOTA TACOMAS FROM STEVE LANDERS TOYOTA OF NORTHWEST ARKANSAS IN THE TOTAL AMOUNT OF $65,400.00 FOR USE BY THE WATER AND SEWER OPERATIONS 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 # 17-24 and authorizes the purchase of three 2017 Toyota Tacomas from Steve Landers Toyota of Northwest Arkansas in the total amount of $65,400.00 for use by the Water and Sewer Operations Division.

City of Fayetteville Staff Review Form

2017-0159

Legistar File ID

4/18/2017

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

Jesse Beeks/Sara Glenn	3/29/2017	Fleet Operations / Transportation Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to authorize the purchase of three 2017 Toyota Tacomas from the lowest bid received through Bid 17-24 in the amount of $21,800 each, for a total of $65,400 available through Steve Landers Toyota of Rogers, AR for use in the Water & Sewer Department.

Budget Impact:

9700.770.1920-5802.00	Shop
Account Number	Fund
02078.2016	Light/Medium Trucks
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	545,582.00
		Funds Obligated	$	-
		Current Balance	**$**	**545,582.00**
Does item have a cost?	Yes	Item Cost	$	65,400.00
Budget Adjustment Attached?	NA	Budget Adjustment		
		Remaining Budget	**$**	**480,182.00**

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 18, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: March 29, 2017

SUBJECT: Purchase of three Compact Trucks for Water & Sewer Department

---

RECOMMENDATION:
City Council approve the purchase of three 2017 Toyota Tacomas from the lowest bid received through Bid 17-24 in the amount of $21,800 each, for a total of $65,400 available through Steve Landers Toyota of Rogers, AR for use in the Water & Sewer Department.

BACKGROUND:
Unit 2117 is a 2008 Ford Ranger used by the Meter department. It has now reached 111% of its original purchase price in life to date maintenance cost.

Unit 2118 is a 2008 Ford Ranger used by the Meter department. It has now reached 86% of its original purchase price in life to date maintenance cost.

Unit 2128 is a 2008 Ford Ranger used by the Meter department. It has now reached 116% of its original purchase price in life to date maintenance cost.

These vehicles constantly start and stop all day long, which causes a lot of wear and tear on the vehicle.

DISCUSSION:
Fleet recommends the purchase of three 2017 Toyota Tacomas from the lowest bid received through Bid 17-24 in the amount of $21,800 each, for a total of $65,400 available through Steve Landers Toyota of Rogers, AR for use in the Water & Sewer 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 purchase was approved by the Equipment Committee March 28, 2017.

Attachments:
Bid Tab

CITY OF Fayetteville ARKANSAS

Bid: 17-24
DATE: 02.22.2017
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 17-24, Intermediate 2WD Pickup Trucks

Official Bid Tabulation

			Chevrolet of Fayetteville	Steve Landers Toyota of NWA	Superior Automotive Group - Opt 1	Superior Automotive Group - Opt 2
		Model	2017 Chevy Colorado	2017 Toyota Tacoma	2017 Chevy Colorado -4 Cyl	2018 Chevy Colorado -6 Cyl
Item	Description	QTY	Price Per Unit	Price Per Unit	Price Per Unit	Price Per Unit
1	Intermediate 2WD Pickup Truck	3	$ 21,862.00	$ 21,800.00	$ 21,853.00	$ 23,272.00
	Total Based on Estimate		$ 65,586.00	$ 65,400.00	$ 65,559.00	$ 69,816.00

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

CERTIFIED: A. Rennie
A. Rennie, Purchasing Manager

Witness

2/27/17
Date

City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0160

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: A. 3

ARKANSAS MUNICIPAL EQUIPMENT, INC.:

A RESOLUTION TO AWARD BID NO. 17-23 AND AUTHORIZE THE PURCHASE OF A PETERBILT 520 FRONT LOAD REFUSE TRUCK WITH NEW WAY MAMMOTH BODY FROM ARKANSAS MUNICIPAL EQUIPMENT, INC. IN THE AMOUNT OF $240,592.00 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 No. 17-23 and authorizes the purchase of a Peterbilt 520 Front Load Refuse Truck with New Way Mammoth Body from Arkansas Municipal Equipment, Inc. in the amount of $240,592.00 for use by the Recycling and Trash Collection Division.

City of Fayetteville Staff Review Form

2017-0160

Legistar File ID

4/18/2017

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

Jesse Beeks/Sara Glenn	3/29/2017	Fleet Operations / Transportation Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to authorize the purchase of a Peterbilt 520 Front Load Refuse Truck with New Way Mammoth body was the lowest bid received through Bid 17-23 in the amount of $240,592.00 available through Arkansas Municipal Equipment, Inc. of Poyen, AR for use in the Recycling and Trash Department.

Budget Impact:

9700.770.1920-5802.00	Shop
Account Number	Fund
02082.2016	Solid Waste Equipment
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	755,000.00
		Funds Obligated	$	-
		Current Balance	**$**	**755,000.00**
Does item have a cost?	Yes	Item Cost	$	240,592.00
Budget Adjustment Attached?	NA	Budget Adjustment		
		Remaining Budget	**$**	**514,408.00**

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 18, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: March 29, 2017

SUBJECT: Purchase of one Front Loader for Recycling & Trash Collection

---

RECOMMENDATION:
City Council approve the purchase of a Peterbilt 520 Front Load Refuse Truck with New Way Mammoth body was the lowest bid received through Bid 17-23 in the amount of $240,592.00 available through Arkansas Municipal Equipment, Inc. of Poyen, AR for use in the Recycling and Trash Department.

BACKGROUND:
Unit 4002 is a 2010 Autocar WX64 Front load Refuse Truck that has met its 7 year life expectancy and has 71% of life to date maintenance cost. The City owns 9 Front Loaders, 7 that run every day. This is a high use item that is essential to Recycling and Trash Collection's Fleet.

DISCUSSION:
Fleet recommends the purchase of a Peterbilt 520 Front Load Refuse Truck with New Way Mammoth body was the lowest bid received through Bid 17-23 in the amount of $240,592.00 available through Arkansas Municipal Equipment, Inc. of Poyen, AR for use in the Recycling and Trash Department.

BUDGET/STAFF IMPACT:
Sufficient funds have been budgeted and collected for this purchase.

This purchase was approved by the Equipment Committee on March 28, 2017.

Attachments:
Bid Tab

CITY OF Fayetteville ARKANSAS

Bid: 17-23
DATE: 2.22.2017
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 17-23, Front Load Refuse Truck

Official Bid Tabulation

			Arkansas Municipal Equipment, Inc.	Peterbilt of Fort Smith	Shipley Motor Co - Option 1	Shipley Motor Co - Option 2
		Model	Peterbilt 520/ New Way Mammoth	Peterbilt 520/ Labrie Superduty	Mack MRU613/ New Way Mammoth	Mack MRU613/ Labrie Superduty
Item	Description	Each	Extended Price	Extended Price	Extended Price	Extended Price
1	Front Load Refuse Truck	1	$240,592.00	$259,250.00	$241,967.00	$263,583.00

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

CERTIFIED: A Rennie
A. Rennie, Purchasing Manager

Witness

2/27/17
Date:

City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0161

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: A. 4

WILLIAMS TRACTOR:

A RESOLUTION TO APPROVE THE PURCHASE OF SIX (6) HUSTLER SUPER Z MOWERS FROM WILLIAMS TRACTOR OF FAYETTEVILLE IN THE TOTAL AMOUNT OF $62,345.00 PURSUANT TO A STATE PROCUREMENT CONTRACT FOR USE BY THE PARKS AND RECREATION DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of six (6) Hustler Super Z mowers from Williams Tractor of Fayetteville in the total amount of $62,345.00, pursuant to a state procurement contract, for use by the Parks and Recreation Department.

City of Fayetteville Staff Review Form

2017-0161

Legistar File ID

4/18/2017

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

Jesse Beeks/Sara Glenn	3/29/2017	Fleet Operations / Transportation Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to authorize the purchase of one Hustler 60" Super Z with rear discharge and canopy for $10,815.00, two Hustler 72" Super Z with stripers and canopies for $10,978.00 each, three Hustler 60" Super Z with canopies for $9,858.00 each. All prices are the State Contract price with the addition of $275.00 for canopies for a total of $62,345.00 available through William's Tractor of Fayetteville, AR for use by the Parks Department.

Budget Impact:

9700.770.1920-5802.00	Shop
Account Number	Fund
02083.2016 & 2017	Tractors / Mowers
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	277,935.00
		Funds Obligated	$	-
		Current Balance	**$**	**277,935.00**
Does item have a cost?	Yes	Item Cost	$	62,345.00
Budget Adjustment Attached?	NA	Budget Adjustment		
		Remaining Budget	**$**	**215,590.00**

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 18, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: March 29, 2017

SUBJECT: Purchase of six Mowers for Parks Department

RECOMMENDATION:
City Council approve the purchase of one Hustler 60" Super Z with rear discharge and canopy for $10,815.00, two Hustler 72" Super Z with stripers and canopies for $10,978.00 each, three Hustler 60" Super Z with canopies for $9,858.00 each. All prices are the State Contract price with the addition of $275.00 each for canopies for a total of $62,345.00 available through William's Tractor of Fayetteville, AR for use by the Parks Department.

BACKGROUND:
Unit 5027 is a 2012 60” Hustler Super Z mower with 104% of its original purchase price in life to date maintenance cost.

Unit 5038 is a 2013 72” Hustler Super Z mower with 79% of its original purchase price in life to date maintenance cost.

Unit 5039 is a 2013 72” Hustler Super Z mower with 88% of its original purchase price in life to date maintenance cost.

Unit 5040 is a 2013 60” Hustler Super Z mower with 80% of its original purchase price in life to date maintenance cost.

Unit 5041 is a 2013 60” Hustler Super Z mower with 81% of its original purchase price in life to date maintenance cost.

Unit 5042 is a 2013 60” Hustler Super Z mower with 85% of its original purchase price in life to date maintenance cost.

DISCUSSION:
Fleet recommends the purchase of one Hustler 60" Super Z with rear discharge and canopy for $10,815.00, two Hustler 72" Super Z with stripers and canopies for $10,978.00 each, three Hustler 60" Super Z with canopies for $9,858.00 each. All prices are the State Contract price with the addition of $275.00 each for canopies for a total of $62,345.00 available through William's Tractor of Fayetteville, AR for use by the Parks Department.

BUDGET/STAFF IMPACT:
Sufficient funds have been budgeted and collected for all of these purchases.

This purchase was approved by the Equipment Committee on March 28, 2017.

Attachments:

City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0162

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: A. 5

SUPERIOR AUTOMOTIVE GROUP, TRANSPORTATION DEPT.:

A RESOLUTION TO AWARD BID #17-26 AND AUTHORIZE THE PURCHASE OF FIVE (5) 2017 FORD F-550 TRUCKS FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE TOTAL AMOUNT OF $313,256.00 FOR USE BY THE TRANSPORTATION SERVICES DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #17-26 and authorizes the purchase of five (5) 2017 Ford F-550 trucks from Superior Automotive Group of Siloam Springs, Arkansas in the total amount of $313,256.00 for use by the Transportation Services Department.

City of Fayetteville Staff Review Form

2017-0162

Legistar File ID

4/18/2017

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

Jesse Beeks/Sara Glenn	3/29/2017	Fleet Operations / Transportation Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to authorize the purchase of one Ford F550 4x2 Crew Cab with Knapheide Dump Body in the amount of $50,113, a Ford F550 4x4 Crew Cab 9' Knapheide Dump Body in the amount of $54,429, a Ford F550 4x4 Crew Cab with a Knapheide Utility Body in the amount of $50,136, a Ford F550 4x4 Crew Cab with Knapheide Dump Body in the amount of $54,429, and a Ford F550 4x2 Regular Cab with Reading Utility Sign Body with Stellar 5921 Crane in the amount of $104,149. The total cost for these five trucks is $313,256.00. All trucks to be purchased were the lowest price received through Bid 17-26 through Superior Automotive Group of Siloam Springs, AR for use in Transportation.

Budget Impact:

9700.770.1920-5802.00	Shop
Account Number	Fund
02078.2016 & 2017	Light / Medium Trucks
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	1,120,676.00
		Funds Obligated	$	-
		Current Balance	$	1,120,676.00
Does item have a cost?	Yes	Item Cost	$	313,256.00
Budget Adjustment Attached?	NA	Budget Adjustment		
		Remaining Budget	$	807,420.00

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 18, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: March 29, 2017

SUBJECT: Purchase of five Heavy Trucks for Transportation

RECOMMENDATION:
City Council approve the purchase of one Ford F550 4x2 Crew Cab with Knapheide Dump Body (Item #4) in the amount of $50,113.00, a Ford F550 4x4 Crew Cab 9' Knapheide Dump Body (Item #6) in the amount of $54,429.00, a Ford F550 4x4 Crew Cab with a Knapheide Utility Body (Item #3) in the amount of $50,136.00, a Ford F550 4x4 Crew Cab with Knapheide Dump Body (Item #6) in the amount of $54,429.00, and a Ford F550 4x2 Regular Cab with Reading Utility Sign Body with Stellar 5921 Crane (Item #7) in the amount of $104,149.00. The total cost for these five trucks is $313,256.00. All trucks to be purchased were the lowest price received through Bid 17-26 through Superior Automotive Group of Siloam Springs, AR for use in Transportation.

BACKGROUND:
Unit 349 is a 2005 Ford F550 Crew Cab with Dump Body that has 80% of the original purchase price in life to date maintenance cost and has exceeded its life expectancy.

Unit 350 is a 2005 Ford F550 Crew Cab with dump body. It currently has 92% of the original purchase price in life to date maintenance cost and has exceeded the life expectancy.

Unit 356 is a 2006 Ford F550 crew cab with a dump body. It currently has 89% of the original purchase price in maintenance cost and has exceeded its life expectancy.

Unit 366 is a 2008 Ford F550 Crew Cab, dump body truck with 109% of its original purchase price in life to date maintenance cost, it is just shy of reaching its life expectancy and mileage expectancy.

Unit 368 is a 2009 Ford F550 Utility Sign Body Truck. It only has 43% of its original purchase price in life to date maintenance cost, however the total is over $32,000. This truck has met its life expectancy and mileage expectancy.

DISCUSSION:
Fleet recommends the purchase of one Ford F550 4x2 Crew Cab with Knapheide Dump Body (Item #4) in the amount of $50,113.00, a Ford F550 4x4 Crew Cab 9' Knapheide Dump Body (Item #6) in the amount of $54,429.00, a Ford F550 4x4 Crew Cab with a Knapheide Utility Body (Item #3) in the amount of $50,136.00, a Ford F550 4x4 Crew Cab with Knapheide Dump Body (Item #6) in the amount of $54,429.00, and a Ford F550 4x2 Regular Cab with Reading Utility Sign Body with Stellar 5921 Crane (Item #7) in the amount of $104,149.00. The total cost for these five trucks is $313,256.00. All trucks to be purchased were the lowest price received through Bid 17-26 through Superior Automotive Group of Siloam Springs, AR for use in Transportation.

BUDGET/STAFF IMPACT:
Sufficient funds have been budgeted for all of these purchases. There is a slight shortfall in the collection of unit 368, however it should be made up in the sale of the old unit.

This purchase was approved by the Equipment Committee on March 28, 2017.

Attachments:
Bid Tab

CITY OF Fayetteville ARKANSAS

Bid: 17-26
DATE: 02.28.2017
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 17-26, Heavy Duty Trucks

Official Bid Tabulation

Item	Description	Units	Lewis Ford Sales Inc.			Superior Automotive Group		
			Price Each - Chassis Cab	Price Each - Body	Extended Price	Price Each - Chassis Cab	Price Each - Body	Extended Price
1	3/4 Ton, Gas, 4x4, Extended Cab 8'Utility Body (installed)	1	$29,026.00	$11,858.00	$40,884.00	$30,308.00	$11,459.00	$41,767.00
	Chassis Cab Make and Model		Ford F-250			Ford F-250		
	Body Make and Model		Reading Low Profile Classic			Reading 698AHH		
2	1.5 Ton, Diesel, 4x4, Extended Cab, 9' Utility body (installed)	1	$46,028.00	$9,780.00	$55,808.00	$49,696.00	$8,861.00	$58,557.00
	Chassis Cab Make and Model		Ford F-550			Ford F-550		
	Body Make and Model		Reading Classic			Knapheide 7108D54FJ401		
3	1.5 Ton, Gas, 4x4, Crew Cab, 9' Utility body (installed)	1	$39,373.00	$9,780.00	$49,153.00	$41,275.00	$8,861.00	$50,136.00
	Chassis Cab Make and Model		Ford F-550			Ford F-550		
	Body Make and Model		Reading Classic			Knapheide 7108D54FJ401		
4	1.5 Ton, Gas, 4x2, Crew Cab, 9' Dump body (installed)	1	$36,434.00	$14,490.00	$50,924.00	$37,347.00	$12,766.00	$50,113.00
	Chassis Cab Make and Model		Ford F-550			Ford F-550		
	Body Make and Model		Goodwin			Knapheide KDBF916A		
5	1.5 Ton, Gas, 4x4, Crew Cab, 9' Dump body (installed)	1	$43,305.00	$14,490.00	$57,795.00	$36,285.00	$12,766.00	$49,051.00
	Chassis Cab Make and Model		Ford F-550			Ford F-550		
	Body Make and Model		Goodwin			Knapheide KDBF916A		
6	1.5 Ton, Gas, 4x4, Crew Cab, 9' Dump body (installed)	2	$39,853.00	$14,490.00	$108,686.00	$41,663.00	$12,766.00	$108,858.00
	Chassis Cab Make and Model		Ford F-550			Ford F-550		
	Body Make and Model		Goodwin			Knapheide KDBF916A		
7	1.5 Ton, Gas, 4x2, Regular Cab, Utility Sign Body (installed)	1	$34,043.00	$74,150.00	$108,193.00	$35,485.00	$68,664.00	$104,149.00
	Chassis Cab Make and Model		Ford F-550			Ford F-550		
	Body Make and Model		Tiger Crane Service Body			Reading UR132AHH w/ stellar 5921 crane		
*Highlighting notes corrected calculation error			Total Base Bid:		$471,443.00	Total Base Bid:		$462,631.00

CERTIFIED: A. Rennie, Purchasing Manager

Witness

3/2/17
Date:

City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0163

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: A. 6

SUPERIOR AUTOMOTIVE GROUP, WATER & SEWER DEPT.:

A RESOLUTION TO AWARD BID #17-26 AND AUTHORIZE THE PURCHASE OF TWO (2) 2017 FORD F-550 DIESEL TRUCKS AND A FORD F-250 PICKUP TRUCK FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE TOTAL AMOUNT OF $149,375.00 FOR USE BY THE WATER AND SEWER OPERATIONS 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 #17-26 and authorizes the purchase of two (2) 2017 Ford F-550 diesel trucks and a Ford F-250 pickup truck from Superior Automotive Group of Siloam Springs, Arkansas in the total amount of $149,375.00 for use by the Water and Sewer Operations Division.

City of Fayetteville Staff Review Form

2017-0163

Legistar File ID

4/18/2017

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

Jesse Beeks/Sara Glenn	3/29/2017	Fleet Operations / Transportation Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to authorize the purchase of one Ford F550 Diesel 4x4 Extended Cab with Knapheide Utility Body (Item #2) is in the amount of $58,557.00, one Ford F250 4x4, Extended Cab 8' Reading Utility Body (Item # 1) in the amount of $41,767.00, and one Ford F550 Diesel 4x4 Regular Cab with Knapheide dump body (Item #5) is available in the amount of $49,051.00. The total cost for these three trucks is $149,375.00. All trucks to be purchased were the lowest price received through Bid 17-26 through Superior Automotive Group of Siloam Springs, AR for use in the Water and Sewer Department.

Budget Impact:

9700.770.1920-5802.00	Shop
Account Number	Fund
02078.2015 & 2017	Light / Medium Trucks
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	816,320.00
		Funds Obligated	$	-
		Current Balance	**$**	**816,320.00**
Does item have a cost?	Yes	Item Cost	$	149,375.00
Budget Adjustment Attached?	NA	Budget Adjustment		
		Remaining Budget	**$**	**666,945.00**

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 18, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: March 29, 2017

SUBJECT: Purchase of six Mowers for Parks Department

RECOMMENDATION:
City Council approve the purchase of one Ford F550 Diesel 4x4 Extended Cab with Knapheide Utility Body (Item #2) is in the amount of $58,557.00, one Ford F250 4x4, Extended Cab 8' Reading Utility Body (Item # 1) in the amount of $41,767.00, and one Ford F550 Diesel 4x4 Regular Cab with Knapheide dump body (Item #5) is available in the amount of $49,051.00. The total cost for these three trucks is $149,375.00. All trucks to be purchased were the lowest price received through Bid 17-26 through Superior Automotive Group of Siloam Springs, AR for use in the Water and Sewer Department.

BACKGROUND:
Unit 370 is a 2009 Ford F550 Utility Body truck that has now reached 82% of its original purchase in life to date maintenance cost and has exceeded its life expectancy.

Unit 2103 is a 2006 Ford F150 4x4 Utility body. It currently has 62% of its original purchase price in life to date maintenance cost, has exceeded its life expectancy and mileage expectancy.

An expansion was approved with the 2017 budget for Water & Sewer so that they can haul aggregate material for repairs using vacuum excavation. This truck will also have the towing capacity to pull heavy trailers, a vacuum excavator and directional boring machine.

DISCUSSION:
Fleet recommends the purchase of one Ford F550 Diesel 4x4 Extended Cab with Knapheide Utility Body (Item #2) is in the amount of $58,557.00, one Ford F250 4x4, Extended Cab 8' Reading Utility Body (Item # 1) in the amount of $41,767.00, and one Ford F550 Diesel 4x4 Regular Cab with Knapheide dump body (Item #5) is available in the amount of $49,051.00. The total cost for these three trucks is $149,375.00. All trucks to be purchased were the lowest price received through Bid 17-26 through Superior Automotive Group of Siloam Springs, AR for use in the Water and Sewer Department.

BUDGET/STAFF IMPACT:
Sufficient funds have been budgeted for each of these purchases. There is a shortfall in collection for units 370 and 2103, the majority of which would be made up in the sale of the old units.

This purchase was approved by the Equipment Committee on March 28, 2017.

Attachments:
Bid Tab

CITY OF Fayetteville ARKANSAS

Bid: 17-26
DATE: 02.28.2017
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 17-26, Heavy Duty Trucks

Official Bid Tabulation

Item	Description	Units	Lewis Ford Sales Inc.			Superior Automotive Group		
			Price Each - Chassis Cab	Price Each - Body	Extended Price	Price Each - Chassis Cab	Price Each - Body	Extended Price
1	3/4 Ton, Gas, 4x4, Extended Cab 8'Utility Body (installed)	1	$29,026.00	$11,858.00	$40,884.00	$30,308.00	$11,459.00	$41,767.00
	Chassis Cab Make and Model		Ford F-250			Ford F-250		
	Body Make and Model		Reading Low Profile Classic			Reading 698AHH		
2	1.5 Ton, Diesel, 4x4, Extended Cab, 9' Utility body (installed)	1	$46,028.00	$9,780.00	$55,808.00	$49,696.00	$8,861.00	$58,557.00
	Chassis Cab Make and Model		Ford F-550			Ford F-550		
	Body Make and Model		Reading Classic			Knapheide 7108D54FJ401		
3	1.5 Ton, Gas, 4x4, Crew Cab, 9' Utility body (installed)	1	$39,373.00	$9,780.00	$49,153.00	$41,275.00	$8,861.00	$50,136.00
	Chassis Cab Make and Model		Ford F-550			Ford F-550		
	Body Make and Model		Reading Classic			Knapheide 7108D54FJ401		
4	1.5 Ton, Gas, 4x2, Crew Cab, 9' Dump body (installed)	1	$36,434.00	$14,490.00	$50,924.00	$37,347.00	$12,766.00	$50,113.00
	Chassis Cab Make and Model		Ford F-550			Ford F-550		
	Body Make and Model		Goodwin			Knapheide KDBF916A		
5	1.5 Ton, Gas, 4x4, Crew Cab, 9' Dump body (installed)	1	$43,305.00	$14,490.00	$57,795.00	$36,285.00	$12,766.00	$49,051.00
	Chassis Cab Make and Model		Ford F-550			Ford F-550		
	Body Make and Model		Goodwin			Knapheide KDBF916A		
6	1.5 Ton, Gas, 4x4, Crew Cab, 9' Dump body (installed)	2	$39,853.00	$14,490.00	$108,686.00	$41,663.00	$12,766.00	$108,858.00
	Chassis Cab Make and Model		Ford F-550			Ford F-550		
	Body Make and Model		Goodwin			Knapheide KDBF916A		
7	1.5 Ton, Gas, 4x2, Regular Cab, Utility Sign Body (installed)	1	$34,043.00	$74,150.00	$108,193.00	$35,485.00	$68,664.00	$104,149.00
	Chassis Cab Make and Model		Ford F-550			Ford F-550		
	Body Make and Model		Tiger Crane Service Body			Reading UR132AHH w/ stellar 5921 crane		
*Highlighting notes corrected calculation error			Total Base Bid:		$471,443.00	Total Base Bid:		$462,631.00

CERTIFIED: A. Rennie, Purchasing Manager

Witness

3/2/17
Date:

City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0174

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: A. 7

HILBILT SALES CORPORATION:

A RESOLUTION TO AWARD BID #17-29 AND AUTHORIZE THE PURCHASE OF A CLEMENT STARLITE 3829 DUMP TRAILER FROM HILBILT SALES CORPORATION OF BENTON, ARKANSAS IN THE AMOUNT OF $39,794.00 PLUS APPLICABLE TAXES FOR USE AT THE CITY WASTEWATER TREATMENT FACILITIES

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 #17-29 and authorizes the purchase of a Clement Starlite 3829 dump trailer from Hilbilt Sales Corporation of Benton, Arkansas in the amount of $39,794.00 plus applicable taxes for use at the City's wastewater treatment facilities.

City of Fayetteville Staff Review Form

2017-0174

Legistar File ID

4/18/2017

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

Jesse Beeks/Sara Glenn	3/29/2017	Fleet Operations / Transportation Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to authorize the purchase of one Clement Starlite 3829 Dump Trailer is available for the lowest bid received on Bid 17-29 in the amount of $39,794.00 plus applicable taxes through Hilbilt Sales of Benton, AR for use at the Wastewater Treatment Plant.

Budget Impact:

9700.770.1920-5802.00	Shop
Account Number	Fund
02080.2017	Other Equipment
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	864,515.00
		Funds Obligated	$	-
		Current Balance	**$**	**864,515.00**
Does item have a cost?	Yes	Item Cost	$	39,784.00
Budget Adjustment Attached?	NA	Budget Adjustment		
		Remaining Budget	**$**	**824,731.00**

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 18, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: March 29, 2017

SUBJECT: **Purchase of one Dump Trailer for Wastewater**

RECOMMENDATION:
That City Council approve the purchase of one Clement Starlite 3829 Dump Trailer is available for the lowest bid received on Bid 17-29 in the amount of $39,794.00 plus applicable taxes through Hilbilt Sales of Benton, AR for use at the Wastewater Treatment Plant.

BACKGROUND:
Unit 9088 is a 2007 Lufkin Dump Trailer that has exceeded its life expectancy. This trailer is used to carry bio-solids to the drying houses.

DISCUSSION:
Fleet recommends the purchase of one Clement Starlite 3829 Dump Trailer is available for the lowest bid received on Bid 17-29 in the amount of $39,794.00 plus applicable taxes through Hilbilt Sales of Benton, AR for use at the Wastewater Treatment Plant.

BUDGET/STAFF IMPACT:
Sufficient funds have been budgeted and collected for this purchase.

This purchase was approved by the Equipment Committee on March 28, 2017.

Attachments:
Bid Tab

CITY OF Fayetteville ARKANSAS

Bid: 17-29
DATE: 3.14.2017
TIME: 2:00 PM
CITY OF FAYETTEVILLE
Bid 17-29, Tandem Axle Dump Trailer

Official Bid Tabulation

			Hilbilt Sales
Item	Description	Each	Extended Price
1	Tandem axle, light weight, high tensile, steel dump trailer	1	$39,794.00
	Manufacturer		Clement
	Model		Starlite 3829

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

CERTIFIED: A. Rennie
A. Rennie, Purchasing Manager

WTINESS

3/15/17
DATE

City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0172

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: A. 8

CH2M HILL ENGINEERS, INC.:

A RESOLUTION TO APPROVE AN OUT-OF-SCOPE AGREEMENT WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF $19,998.00 FOR DESIGN REVISIONS TO THE ACCESS ROAD AND BERMS AT THE LAKE SEQUOYAH SEDIMENT REMOVAL PROJECT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an out-of-scope agreement with CH2M Hill Engineers, Inc., a copy of which is attached to this Resolution, in the amount of $19,998.00 for design revisions to the access road and berms at the Lake Sequoyah Sediment Removal Project.

City of Fayetteville Staff Review Form

2017-0172

Legistar File ID

4/18/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Tim Nyander	3/31/2017	Utilities Director / Utilities Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A RESOLUTION APPROVING AN OUT-OF-SCOPE AGREEMENT AGREEMENT WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF $19,998.00 FOR DESIGN REVISIONS TO THE ACCESS ROAD AND BERMS AT THE LAKE SEQUOYAH SEDIMENT REMOVAL PROJECT

Budget Impact:

5400.720.5600-5808.00	Water/Sewer
Account Number	Fund
17004.1	Lake Sequoyah Sediment Removal/Dredging Project
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	503,242.00
		Funds Obligated	$	-
		Current Balance	**$**	**503,242.00**
Does item have a cost?	Yes	Item Cost	$	19,998.00
Budget Adjustment Attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**483,244.00**

V20140710

Previous Ordinance or Resolution # 41-17

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Tim Nyander, Utilities Director

FROM: Jim Beavers, P.E. Utilities Engineer

DATE: March 31, 2017

SUBJECT: Resolution approving an Out of Scope Letter Agreement with CH2M for the engineering services to provide plan changes for the Lake Sequoyah Basin 3 Site Development Plan (Sediment Removal Project) access road and berms.

RECOMMENDATION:
Staff recommends a Resolution approving an Out of Scope Letter Agreement for design revisions to the access road and berms at the Lake Sequoyah Sediment Removal Project in the amount of $19,998.00.

BACKGROUND:
CH2M has designed the Lake Sequoyah Basin 3 Site Development Plan.

The City has requested changes to the plans and specifications to permit the City to bid the project. The proposed changes include separating the access road and the berms and to utilize City of Fayetteville documents.

DISCUSSION:
Please see attached Out of Scope Letter Agreement, including Attachment A.

BUDGET/STAFF IMPACT:
Budgeted funds are available in the Lake Sequoyah Sediment Removal Project.

ATTACHMENTS:
Staff Review Form
Out of Scope Letter Agreement dated March 21, 2017
Attachment A

CH2M
1400 N. Fox Hunter Road
Fayetteville, AR 72701
O 479.443.3292
F 479.443.5613

March 21, 2017

Tim Nyander
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Subject: Out of Scope Letter Agreement for Revisions to Lake Sequoyah Basin 3 Site Development Design

Dear Tim:

As previously discussed, the City of Fayetteville wishes for Operations Management International, Inc.'s (CH2M's) affiliate CH2M HILL Engineers, Inc. to provide professional engineering services related to Lake Sequoyah Basin 3 Site Development Design. CH2M and the City of Fayetteville mutually agree CH2M will provide the following out of scope services:

Scope of services:	Professional Engineering Services as fully described in Attachment A
Period of performance:	As detailed in Attachment A
Price of services:	The price of services is a Lump Sum of $19,998 and will be billed monthly on a percent complete basis
Payment terms:	Due upon receipt of CH2M HILL's invoice and payable within thirty (30) calendar days as per Section 5.2 of our Agreement.
Additional Terms:	The additional terms set forth below shall supplement the terms and conditions of the Agreement for Operations for this specific Out of Scope (OOS) Agreement only:

CH2M shall indemnify the City of Fayetteville for damages, injury, or loss which may arise from CH2M's negligent acts under this OOS Agreement, to the proportion such

negligent act contributed to the damages, injury, or loss, whether such negligent act be by CH2M or by a subcontractor of CH2M.

All other terms and conditions of the Agreement dated December 15, 2009, between CH2M HILL and The City of Fayetteville, including all amendments, will remain in full force and effect.

CH2M appreciates the opportunity to provide additional services to the City of Fayetteville.

Sincerely,



Steven Carpenter
Manager of Projects

Both parties indicate their approval of the above-described services by their signature below.

Authorized CH2M HILL:



_____
Name: Steve Carpenter
Senior Designated Manager

Date: 3/21/2017

Authorized City of Fayetteville, Arkansas

_____
Name: Lioneld Jordan
Title: Mayor

Date: _____

CH2M Tulsa
401 S. Boston Ave
Suite 330
Tulsa, Oklahoma 74103
O 918.583.3057
F 918.584.5826
www.ch2m.com

Jim Beavers, P.E.
Utility Engineer
City of Fayetteville
Public Works Department
113 West Mountain Street
Fayetteville, AR 72701

March 15, 2017

Subject: Revisions to Lake Sequoyah Basin 3 Site Development Design

Dear Jim,

CH2M HILL Engineers, Inc. (CH2M) is pleased to submit this proposal to provide professional engineering services for the above referenced project. This proposal defines CH2M's scope of services, schedule, and compensation for the project. As we previously discussed, the work will be completed under our existing Agreement for Operations, Maintenance and Management Services between the City of Fayetteville, Arkansas and CH2M Hill Engineers, Inc. dated 15th December 2009.

Project Description

Lake Sequoyah was constructed in 1961 by the City of Fayetteville. The original primary purpose for the lake was as a supplemental municipal water source. For many years, however, Lake Sequoyah has largely been a source of recreational fishing, small boating, and lakeshore hiking for the surrounding community. A vast amount of sediment from the Main Fork and Middle Fork of the White River has accumulated within the lake, instead of being deposited in Beaver Lake several miles downstream. This is a significant benefit accrued by the community and local water environment. As a result of this large sediment accumulation, many of the long-term uses of the lake have been compromised or reduced, including the ability of the lake to accumulate additional sediment. This sediment accumulation also contains a large amount of sediment-bound phosphorus which has been effectively sequestered from entering Beaver Lake as well. With these conditions in mind, the City of Fayetteville intends to annually remove portions of the large volume of sediment via hydraulic dredging.

CH2M previously designed the upland facility, including both a sediment dewater basin (Basin 3) and the access road that would allow the City of Fayetteville to hydraulically dredge Lake Sequoyah. The sediment removal operation consists of pumping the sediments to the basin for dewatering, dewatering the sediments, managing the carriage water, and moving the dewatered sediment offsite.

Under this Scope of Work, CH2M will split this site development design in two parts, one for the access road construction and a second for the dewatering basin construction. The resulting two designs will use City of Fayetteville standard front end documents, and standard technical specifications. They will be supplemented with special provisions, if needed.

The proposed scope consists of:

- Task 1 – Design Revisions

- Task 2 – Procurement Assistance
- Task 3 – Project Management

These tasks are discussed in more detail below.

Scope of Services

The following section describes the extent of the efforts anticipated. CH2M assumes the City of Fayetteville (City) will authorize all tasks upon issuance of the notice to proceed.

Task 1 – Design Revisions

Under this task, CH2M will perform the following revisions to the current design:

- Update existing site conditions to reflect fall 2016 bridge construction.
- Update erosion control features to reflect existing conditions.
- Split the site development design in two parts: access road and dewatering basin.
- Access road construction documents
    - Update design to use City of Fayetteville standard front end documents.
    - Update design to use City of Fayetteville standard technical specifications.
    - Supplement specifications with special provisions, if needed.
- Dewatering basin construction documents
    - Update design to use City of Fayetteville standard front end documents.
    - Update design to use City of Fayetteville standard technical specifications.
    - Supplement specifications with special provisions, if needed.

Assumptions

- Changes to the design(s) will be limited to those listed above.

Deliverables

- Electronic (.pdf) copy of Lake Sequoyah Basin 3 Access Road Design Documents
- Electronic (.pdf) copy of Lake Sequoyah Basin 3 Design Documents

Task 2 – Procurement Assistance

CH2M will assist the City on an as needed basis during procurement of the construction contracts for the Basin 3 Site Development, providing responses to contractor's questions, should they be requested.

Assumptions

- Fifty-six engineering hours have been allotted for each of the two designs, to be used as directed by the City.

Deliverables

- Responses to contractors questions, as requested.

Task 3 – Project Management

Project coordination and management will take place through a combination of status reporting and regular phone and e-mail communications with key project personnel. The project team will review project management protocols, discuss deliverables and the project schedule, and address project concerns throughout the project duration. CH2M will be responsible for submitting monthly invoices and accompanying status reports.

One kick-off conference call (up to 2 hours in duration) will be conducted prior to the start of Task 1. This conference call will include key personnel from both the CH2M team and City staff and will review project scope and communication plans, and identify a tentative schedule of activities.

The scope does not currently include additional progress meetings, workshops, or site visits.

CH2M will develop a Project Management Plan appropriate for the size of this project, which will include:

- Project Instructions. The project instructions shall have defined client and CH2M project organization, communication, project cost control procedures, document control, health and safety considerations, change management and other project management requirements.

Assumptions

- One kick-off conference call (up to 2 hours in duration) will occur prior to the start of Task 1.

Deliverables

- Monthly progress report and invoice.

Preliminary Schedule

The revisions to the Basin 3 Access Road Design will be completed within 45 days of receiving Notice to Proceed (NTP). The Basin 3 Site Design will be completed within 90 days of receiving NTP, along with the Basis of Design Report. Procurement assistance is anticipated to occur with one year of NTP.

Table 1. Schedule

Task	Deliverable (Format)	Due Date
Contract Development	*Task Order Award (Notice to Proceed)*	*April 1st, 2017*
Task 1- Design Revisions	1. Lake Sequoyah Basin 3 Access Road Design Documents (.pdf) 2. Lake Sequoyah Basin 3 Design Documents (.pdf)	June 1st, 2017 July 1st, 2017
Task 2- Procurement Assistance	Responses to contractors questions, as needed (email)	Duration of Project/as needed
Task 3- Project Management	Monthly Progress Report and invoice (email)	1st of each month

Compensation

Compensation for the Scope of Services herein shall be on a Lump Sum Basis. CH2M will not exceed the amount of $19,998 without prior written approval from the City. **Table 1** provides the cost associated with each individual task.

Table 2. Cost Breakdown by Task

Task	Total
Task 1 Design Revisions	$10,568
Task 2 Procurement Assistance	$ 5,426
Task 3 Project Management	$ 4,004
Total	$19,998

CH2M will invoice the City not more frequent than monthly for payment for services completed within the billing period. Accompanying each invoice shall be a brief progress report describing the work accomplished in the period and identification of challenges that may affect the agreed-upon schedule or cost of the project.

Thank you for the opportunity to submit this proposal for engineering services. Please do not hesitate to call Miranda Cruttenden at (918) 921-6053 with questions, or to request additional information.

Sincerely,

CH2M HILL Engineers, Inc.

Miranda Cruttenden,
Project Manager



Lars Ostervold, P.E.
Supervising Engineer



c: Rachel Blue/CH2M
Dan Plomb/CH2M

City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0178

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: A. 9

WATERSHED CONSERVATION RESOURCE CENTER:

A RESOLUTION TO APPROVE TASK ORDER NO. 5 WITH THE WATERSHED CONSERVATION RESOURCE CENTER IN THE AMOUNT OF $100,500.00 FOR CONTINUED NATIVE VEGETATION ESTABLISHMENT EFFORTS AND MINOR ADJUSTMENTS TO EXISTING RESTORATION AREAS TO ENHANCE STREAM CHANNEL STABILITY

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 Task Order No. 4 with the Watershed Conservation Resource Center in the amount of $100,500.00 for continued native vegetation establishment efforts and minor adjustments to existing restoration areas to enhance stream channel stability.

City of Fayetteville Staff Review Form

2017-0178

Legistar File ID

4/18/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown	3/23/2017	Engineering / Development Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of Task Order No. 05 in the amount of $100,500 with the Watershed Conservation Resource Center for continuing native vegetation establishment efforts and performing minor adjustments within the stream as necessary to ensure the continued success of completed restoration projects.

Budget Impact:

4470.621.8810-5314.00 and 5400.5800.5314.00	4470-Sales Tax Capital Improvements and 5400 - Water and Sewer
Account Number	Fund
02097.2015; 13018.1501; 13018.1601	Stormwater Quality Management (Stormwater Wuality Mgmt/Nutrient Reduct) and Wastewater Treatment / Water Quality Improvements
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	101,247.56
		Funds Obligated	$	-
		Current Balance	$	101,247.56
Does item have a cost?	Yes	Item Cost	$	100,500.00
Budget Adjustment Attached?	No	Budget Adjustment	$	-
#		Remaining Budget	$	747.56

V20140710

Previous Ordinance or Resolution # 126-13

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 18, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: March 29, 2017

SUBJECT: Approval of Task Order No. 05 in the amount of $100,500 with the Watershed Conservation Resource Center for continuing native vegetation establishment efforts and performing minor adjustments within the stream as necessary to ensure the continued success of completed restoration projects.

RECOMMENDATION:
Staff recommends approval of Task Order No. 05 in the amount of $100,500 with the Watershed Conservation Resource Center for continuing native vegetation establishment efforts and performing minor adjustments within the stream as necessary to ensure the continued success of completed restoration projects.

BACKGROUND:
On January 7, 2014, City Council approved Resolution Number 5645 to waive competitive bidding and enter into a memorandum of understanding (MOU) with the Watershed Conservation Resource Center (WCRC). The resolution expressed the City's desire to work jointly with the WCRC to identify, fund and complete stream restoration projects, work together on nonpoint source (NPS) related issues associated with reducing nutrients, and improving riparian and other natural areas. To that degree, the City and WCRC have completed several restoration projects though this partnership. These projects include, but are not limited to: the White River Riverbank Stabilization Project, Niokaska Creek within Sweetbriar Park, Niokaska Creek within Gulley Park and the West Fork of White River Airport Site.

Since that time, much work has been performed on the completed projects. This includes the continued establishment of high density native vegetation in the riparian area as well as repairs to the existing projects. Perhaps the most extensive repair was to the West Fork White River Airport project last year. That project included the repair and extension of certain structures in order to further protect the stream. Several stakeholders including the Arkansas Natural Resources Commission ($36,000), the City of Fayetteville ($84,360), Beaver Watershed Alliance ($35,000) and WCRC ($100,720) contributed funding in order to ensure the project's successful completion. The total cost of the repair was $201,336 and the maintenance portion totaled $54,844 for the airport project last year.

DISCUSSION:
The MOU (Effective date January 9, 2014) outlines a process by which task orders can be developed for various activities that are in line with the goal of reducing NPS pollution and

restoring the City's streams. Task Order No 05 is presented pursuant to the MOU and consists of continuing efforts to establish and maintain dense native vegetation as well as make minor modifications as necessary to the stream to ensure the continued success of the completed restoration projects.

Establishment of a high-density riparian zone consisting of native vegetation is critical in creating stream and river restoration project that will, upon maturity of the vegetation, be able to withstand the power of future flood events. This can take several growing seasons to achieve and ensure the native species are not overrun with invasive species. Also, minor adjustments occasionally need to be conducted within the stream or river channel restoration area to prevent cumulative degradation of the restoration project. This task order will provide funding to the WCRC to conduct activities that help to ensure establishment of healthy, native vegetation and the channel stability of the restoration projects. This in turn will help to project the investments made by the City of Fayetteville to improve water quality, habitat and recreational values of our local streams and water bodies.

BUDGET/STAFF IMPACT:
The Stormwater Quality Management/Nutrient Reduction project has been designated in part to fund projects that improve stormwater quality in the City of Fayetteville and would be proposed as the source for a portion of the matching funds ($65,500). Funding from this project also includes participation from the Water and Sewer Department ($35,000) as they are directly impacted by the work included in the task order. Task Order #5 totals $100,500 for one year of maintenance services.

Attachments:
Task Order No. 05
Ordinance 5645
Memorandum of Understanding
Pictures of Airport Repair

TASK ORDER NO. 5

VEGETATION AND CHANNEL STABILITY ESTABLISHMENT CITY OF FAYETTEVILLE STREAM AND RIVER RESTORATION PROJECTS

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Task Order is written pursuant to the Memorandum of Understanding (MOU) as described in Ordinance No. 5354 executed on January 9, 2014. The referenced MOU pertains to potential stream restoration projects and associated services with the Watershed Conservation Resource Center (WCRC). This Task Order entered into and executed on the date indicated below the signature block by and between the City of Fayetteville and Watershed Conservation Resource Center sets forth the project description, project schedule and associated fees for these services related to maintaining and caring for stream and river restoration projects previously constructed that were funded by the City and grant funds.

Section I - Project Description

This project consists of ongoing maintenance of stream and river restoration projects whose original implementation was funded, in-part, with City funds. Establishment of a high-density riparian zone consisting of native vegetation is critical in creating stream and river restoration projects that will, upon maturity of the vegetation, be able to withstand the power of future flood events. Also, minor adjustments need to be occasionally conducted within the stream or river channel restoration area to prevent cumulative degradation of the restoration project. The WCRC has constructed several stream and river restoration projects using City funds in combination with federal and state grant funding sources over the past 8 years. To insure the long-term success of these projects, the WCRC has continued to maintain and care for the projects, at their own expense after the expiration of the original grant. In 2015, the City began to provide financial support for ongoing maintenance activities in order to foster long-term success of these projects. This project will provide funding to the WCRC to conduct activities that help to establish healthy, native vegetation and channel stability of the restoration projects in order to protect the investments that the City has made to improve water quality, habitat, and recreational values of streams located within the City.

Section II - Project Timeframe

The project will be conducted from April 1, 2017 to March 31, 2018.

Section III - Scope of Services

The WCRC will perform services that are targeted to maintain and improve the long-term functionality of the restoration projects that have been implemented utilizing City Funding. These services include two major components: 1) Stream restoration maintenance activities that help to create long-term stability and 2) Vegetation Management. Stream restoration maintenance activities include but will not be limited to 1) minor hand repairs of structural components of the restoration 2) removal of unintended gravel deposition within the project site 3) repair of soil mattresses and 4) re-setting of boulders that may become displaced. Vegetation maintenance and management activities include but are not limited to 1) irrigation of vegetation during summer months 2) removal of invasive vegetation and 3) planting additional native plants to enhance vegetation density. These funds are intended to cover costs associated with minor and routine maintenance of the sites. Repair of damage to projects resulting from large infrequent flood events are generally not covered under this agreement and will be addressed under supplemental agreements. But, if necessary, these funds can be used towards major repairs.

Section IV - Fees and Payments

WCRC will perform the above-referenced Scope of Services amounts not to exceed $100,500 for this one-year agreement.

Section V - Memorandum of Understanding in Effect

Except as amended specifically herein, the Memorandum of Understanding Fayetteville shall remain in full force as originally approved.

IN WITNESS WHEREOF, the parties hereto have caused this TASK ORDER to be duly executed as of the date and year first herein written.

FOR THE CITY OF FAYETTEVILLE

By: _____
Mayor Lioneld Jordan

Attest: _____
Sondra Smith, City Clerk

Date: _____

FOR WATERSHED CONSERVATION RESOURCE CENTER

By: Sandi J. Formica
Sandi J. Formica

Attest: _____

Date: _____

ORDINANCE NO. 5645

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A FIVE YEAR MEMORANDUM OF UNDERSTANDING WITH THE WATERSHED CONSERVATION RESOURCE CENTER TO JOINTLY SEEK FUNDING AND USE SUCH FUNDING TO DESIGN AND CONSTRUCT STREAM RESTORATION PROJECTS

WHEREAS, the City of Fayetteville has long worked with the Watershed Conservation Resource Center (WCRC) and funded quality stream restoration projects successfully completed by the Center; and

WHEREAS, the provisions of the attached Memorandum of Understanding meet the City of Fayetteville's need for continuing stream restoration projects at little or no cost to the City; and

WHEREAS, the Watershed Conservation Resource Center can efficiently and effectively provide this service at a significant savings to the citizens of Fayetteville.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a Memorandum of Understanding (marked as Exhibit "A" attached hereto and made a part hereof) between the City of Fayetteville, Arkansas and the Watershed Conservation Resource Center to jointly seek funding and use such funding to design and construct stream restoration projects and authorizes Mayor Jordan to sign such Memorandum.

PASSED and **APPROVED** this 7th day of January, 2014.

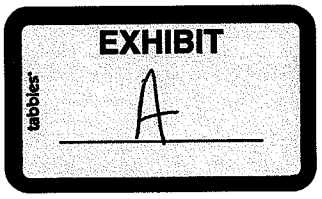
CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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



MEMORANDUM OF UNDERSTANDING

Between

Watershed Conservation Resource Center

And

City of Fayetteville

This Memorandum of Understanding (MOU) is entered into and executed on the date indicated below the signature block, by and between the Watershed Conservation Resource Center, hereinafter referred to as WCRC, and the CITY OF FAYETTEVILLE.

A. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between the WCRC and the CITY OF FAYETTEVILLE to 1) seek funding and conduct stream restoration projects to achieve the common goal of restoring unstable sections of streams to a morphologically stable form utilizing a natural channel design approach and 2) to work together on nonpoint source (NPS) related issues associated with reducing nutrients and improving riparian and other natural areas. Innovative approaches will be used in designing and implementing stream restorations that will result in improved water quality of the City's watersheds and will address severe streambank erosion, while restoring aquatic and terrestrial habitat and maintaining a sustainable, natural hydrology. Such cooperation will serve the parties' mutual interest.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The WCRC is a nonprofit organization that strives to protect, conserve, and restore natural resources by utilizing the watershed approach, conducting environmental outreach, and providing planning and technical assistance to landowners, communities, and government. The WCRC principals are regional experts and local leaders in implementing natural channel design-based stream restorations that meet multiple local and regional objectives relating to river channel instability, water quality, and ecological services. This MOU is of benefit to the CITY OF FAYETTEVILLE because these activities will help to meet the objectives of the City's Nutrient Reduction Plan and will lead to both aquatic and terrestrial habitat restoration, improved water quality in the form of both phosphorus and sediment reductions, reduced streambank erosion, and improve aesthetics of local streams and rivers. This effort will also help to promote the use of alternatives to traditional channel modifications in both urbanizing and rural areas.

The WCRC and the CITY OF FAYETTEVILLE partnered and have obtained several grants for restoring streams within the City and surrounding areas and for assessing streams for stability and contaminant reduction. These projects have brought over $2,300,000 to the City for water quality and other environmental improvements and have helped to create local partnerships and outreach opportunities in the areas of river restoration, riparian enhancement, and watershed planning. Four stream and streambank restoration projects have been implemented that have resulted in over 4000 tons of sediment and 3,700 lbs of total phosphorus reductions, annually from streambank erosion, restored both aquatic and terrestrial habitat, protected City

infrastructure, and improved aesthetics of City Parks and other properties. The WCRC currently has three active projects with the City and other partners to conduct more river restoration and assess urban streams and riparian areas to identify priority sites in need of restoration. In addition, the WCRC continues to monitor and maintain the four implemented stream restoration sites.

C. FEES AND PAYMENTS

No fee is associated with this MOU. As projects are identified by the City, a Task Order establishing the scope, fee, and payment terms for the project will be developed. The basis of this fee and justification for the fee shall be contained in an Appendix attached to each Task Order. Adjustment of the fee may be made should WCRC establish and the CITY OF FAYETTEVILLE agree that there has been, or is to be, a significant change in scope, complexity or character of the services to be performed; or if the CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

In consideration of the above premises, the parties agree as follows:

D. THE WCRC:

1. Shall seek funding opportunities for stream restoration projects and other projects related to reduction of non-point source pollution.
2. Upon approval of specific Task Orders by the Mayor or City Council, as required by the City's procurement requirements, shall provide the services detailed in each Task Order. Said tasks may include:
    a. Identification of stream reaches that could benefit from stream restoration and prioritize, in streams within the City limits.
    b. Estimation of phosphorous reduction that would be realized for each priority stream restoration project.
    c. Assistance in developing grant applications for identified stream restorations and other non-point source pollution assessment projects.
    d. Assistance to the CITY OF FAYETTEVILLE in addressing other NPS related issues.
3. Shall accomplish other specific tasks as detailed in each Task Order

E. THE CITY OF FAYETTEVILLE:

1. Shall coordinate all activities within the City of Fayetteville Divisions and Departments and between the CITY OF FAYETTEVILLE and the WCRC.
2. Shall assist with project activities and tasks.
3. Shall provide review and input into the final restoration designs.
4. Shall oversee activities and coordinate staff needed for implementation of the restoration designs.
5. Shall provide documentation of all project activities and associated matching funds.
6. Recognizes that their participation in stream restoration and NPS projects acquired is an integral component in carrying out a successful project that will result in improved water quality and habitat restoration.
7. Shall accomplish other specific tasks as detailed in each Task Order.

F. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). CITY OF FAYETTEVILLE contract and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, the WCRC will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance. Any information furnished to the WCRC under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties. Changes, modifications, or amendments in scope (other than as specifically established in this MOU), price or fees to this agreement shall not be allowed without a prior formal contract amendment approved by the Mayor and/or the City Council in advance of the change in scope, cost or fees.

3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the WCRC or the CITY OF FAYETTEVILLE from participating in similar activities with other public or private agencies, organizations, and individuals.

4. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective for five years.

5. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Sandi Formica, Executive Director
Watershed Conservation Resource Center
380 West Rock Street
Fayetteville, AR 72701
Office Phone: 479-444-1916
Cell Phone: 501-352-5252
Office Fax: 928-396-2546
E-mail: formica@watershedconservation.org

Chris Brown, P.E., City Engineer
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701
Phone: 479-575-8206
Fax: 479-575-8202
E-mail: cbrown@ci.fayetteville.ar.us

Sarah Wrede, E.I., Staff Engineer
City of Fayetteville
Phone: 479-575-8206
E-mail: swrede@ci.fayetteville.ar.us

6. NONDISCRIMINATION. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.

For S.F.

Sandi J. Formica, Executive Director
Watershed Conservation Resource Center

12/18/13
Date

Lionel Jordan, Mayor
City of Fayetteville

1/9/14
Date

Sondra E. Smith, City Clerk/Treasurer
City of Fayetteville

01-09-14
Date

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

City of Fayetteville Item Review Form

2013-0244

Legistar File Number

1/7/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Sarah Wrede

Submitted By

Development Services

Department

Action Required:

An ordinance to waive competitive bidding and to enter into a Memorandum of Understanding with the Watershed Conservation Resource Center to establish a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.

Does this item have a cost? No

$0.00	$0.00	n/a
Cost of this request	Category or Project Budget	Program or Project Name
n/a	$0.00	n/a
Account Number	Funds Used to Date	Program or Project Category
n/a	$0.00	n/a
Project Number	Remaining Balance	Fund Name

Budgeted Item? **Budget Adjustment Attached?** No

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

12-18-13P0 :52 RCVD

ENTERED 12/19/13

Comments:

12-19-13

Paul A. Becker 12-19-2013

12-19-13

12/20/13

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

CITY COUNCIL AGENDA MEMO

Council Meeting of January 7, 2014

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

From: Sarah Wrede, Staff Engineer

Date: December 18, 2013

Subject: **An ordinance to waive competitive bidding and renew a Memorandum of Understanding with the Watershed Conservation Resource Center to continue a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.**

PROPOSAL

The purpose of this Memorandum of Understanding (MOU) is to establish a general framework for cooperation between the Watershed Conservation Resource Center (WCRC) and the City of Fayetteville to 1) seek funding and conduct stream restoration projects to achieve the common goal of restoring unstable sections of streams to a morphologically stable form utilizing a natural channel design approach and 2) to work together on nonpoint source (NPS) related issues associated with reducing nutrients and improving riparian and other natural areas.

The WCRC is a nonprofit organization that strives to protect, conserve, and restore natural resources by utilizing the watershed approach, environmental outreach, and providing planning and technical assistance to landowners, communities, and government. The WCRC principals are regional experts and local leaders in implementing natural channel design-based stream restorations that meet multiple local and regional objectives relating to river channel instability, water quality, and ecological services. The WCRC and the City have successfully partnered to receive over $2,300,000 in federal grants for water quality and other environmental improvements. WCRC has been instrumental in securing these funds due to their relationships with Federal grant agencies and their proven track record of successful stream restoration projects. This MOU will establish a continued partnership between the City and WCRC whereby the WCRC will actively seek grant funding for stream restoration projects in the City of Fayetteville, and will allow the City the opportunity to quickly take advantage of opportunities identified. The MOU is effective for a period of five years.

RECOMMENDATION

Staff recommends approval of an ordinance to waive competitive bidding and to renew a Memorandum of Understanding with the Watershed Conservation Resource Center to continue a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.

BUDGET IMPACT

The proposed agreement will cause no budget impact. As tasks are identified, a Task Order, with associated fee, will be developed for approval by the Mayor and City Council.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A FIVE YEAR MEMORANDUM OF UNDERSTANDING WITH THE WATERSHED CONSERVATION RESOURCE CENTER TO JOINTLY SEEK FUNDING AND USE SUCH FUNDING TO DESIGN AND CONSTRUCT STREAM RESTORATION PROJECTS

WHEREAS, the City of Fayetteville has long worked with the Watershed Conservation Resource Center (WCRC) and funded quality stream restoration projects successfully completed the Center; and

WHEREAS, the provisions of the attached Memorandum of Understanding meet the City of Fayetteville's need for continuing stream restoration projects at little or no cost to the City; and

WHEREAS, the Watershed Conservation Resource Center can efficiently and effectively provide this service at a significant savings to the citizens of Fayetteville.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a Memorandum of Understanding (marked as Exhibit "A" attached hereto and made a part hereof) between the City of Fayetteville, Arkansas and the Watershed Conservation Resource Center to jointly seek funding and use such funding to design and construct stream restoration projects and authorizes Mayor Jordan to sign such Memorandum.

PASSED and **APPROVED** this 7th day of January, 2014.

APPROVED: ATTEST:

By: _____ By: _____

LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

WFWR Aiport Project

Before Repair



After Repair



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0191

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: A. 10

PLAY BY DESIGN, INC.:

A RESOLUTION TO AWARD RFP NO. 17-03 AND AUTHORIZE A CONTRACT WITH PLAY BY DESIGN, INC. IN THE AMOUNT OF $299,990.91 FOR THE CONSTRUCTION OF THE ROTARY CLUB OF FAYETTEVILLE PLAYGROUND AT KESSLER MOUNTAIN REGIONAL PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $30,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP No. 17-03 and authorizes a contract with Play By Design, Inc. in the amount of $299,990.91 for the construction of the Rotary Club of Fayetteville Playground at Kessler Mountain Regional Park, and further approves a project contingency in the amount of $30,000.00.

City of Fayetteville Staff Review Form

2017-0191

Legistar File ID

4/18/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Alison Jumper	3/28/2017	Parks & Recreation / Parks & Recreation Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a contract with Play By Design, Inc. in the amount of $299,990.91 and a project contingency in the amount of $30,000 (approximately 10%) for a total cost of $329,990.91 for the construction of a new playground as described in RFP 17-03.

Budget Impact:

2250.520.9255.5806.00	Parks Development
Account Number	Fund
02002.1601	Regional Park Development (Rotary Club Playground)
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	689,001.00
		Funds Obligated	$	2,939.80
		Current Balance	$	686,061.20
Does item have a cost?	Yes	Item Cost	$	329,990.91
Budget Adjustment Attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	356,070.29

V20140710

Previous Ordinance or Resolution # 149-16

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF APRIL18, 2017

TO: Mayor and City Council

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

FROM: Alison Jumper, Park Planning Superintendent

DATE: March 28, 2017

SUBJECT: **Approval of a contract with Play By Design, Inc. for construction of the Rotary Club of Fayetteville Playground at Kessler Mountain Regional Park**

RECOMMENDATION:
Staff recommends approval of a contract with Play By Design, Inc. in the amount of $299,990.91 and a project contingency in the amount of $30,000 (approximately 10%) for a total cost of $329,990.91 for the construction of a new playground as described in RFP 17-03.

BACKGROUND:
The first phase of Kessler Mountain Regional Park was opened August of 2016. This phase included utility infrastructure, parking, roads, six full size lit soccer fields, four lit baseball fields and two concession/restroom buildings.

The Rotary Club of Fayetteville identified the planned playground at the park as a priority fundraising project for their club in 2016 and raised $150,000 for the playground. On August 2, 2016, the City Council approved Resolution 149-16 (attached) approving an Agreement with the Rotary Club to name the playground the Rotary Club of Fayetteville Playground and expressed the intent for the City to provide matching funds. Additionally, the agreement included installing appropriate identifying signage as well as a plaque or other wall signage recognizing the contributions of the Rotary Club and its members.

DISCUSSION:
The City advertised RFP 17-03 February 24 and March 3, 2017. Four proposals were received upon closing of the RFP on March 23. A selection committee meeting was held March 27th and selected the proposal submitted by Play By Design. This nature themed playground will provide a unique experience for park users and will accommodate children ages 2-12.

BUDGET/STAFF IMPACT:
Total anticipated cost including project contingency is $329,990.91 and is available in project 02002, Regional Park Development which includes the $150,000 donation from Rotary Club.

Attachments:
Resolution 149-16
Rotary Club of Fayetteville Agreement
RFP submittal from Play By Design, Inc.
Contract – Play By Design, Inc.

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

Resolution: 149-16

File Number: 2016-0341

THE ROTARY CLUB OF FAYETTEVILLE AGREEMENT:

A RESOLUTION TO APPROVE AN AGREEMENT WITH THE ROTARY CLUB OF FAYETTEVILLE REGARDING THE FUNDING FOR AND NAMING OF THE ROTARY CLUB OF FAYETTEVILLE PLAYGROUND AT THE KESSLER MOUNTAIN REGIONAL PARK, TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING A DONATION FROM THE ROTARY CLUB OF FAYETTEVILLE AND ITS MEMBERS IN THE AMOUNT OF $150,000.00 FOR THE PROJECT CONTINGENT UPON RECEIPT OF THE FUNDS, AND TO EXPRESS THE CITY COUNCIL'S INTENT TO PROVIDE MATCHING FUNDS IN AN AMOUNT OF $120,000.00 TOWARD THE PLAYGROUND PROJECT CONTINGENT ON APPROVAL OF THE 2017 BUDGET

WHEREAS, the Rotary Club of Fayetteville has raised $100,000.00 toward the construction of a playground at the Kessler Mountain Regional Park and has pledged to contribute an additional $50,000.00 by the end of 2016.

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 an Agreement with the Rotary Club of Fayetteville regarding the funding for and naming of the Rotary Club of Fayetteville Playground at the Kessler Mountain Regional Park.

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, recognizing a donation from the Rotary Club of Fayetteville and its members in the amount of $150,000.00 for the Fayetteville Rotary Club Playground, contingent upon receipt of the funds, and expresses its sincere appreciation for the donation.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to provide

matching funds for the playground project in the amount of $120,000.00, contingent on final approval of the 2017 Budget.

PASSED and APPROVED on 8/2/2016

Approved:

Lioneld Jordan, Mayor

Attest:

Sondra E. Smith, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

AGREEMENT

Between City of Fayetteville, Arkansas
and
Rotary Club of Fayetteville

On this 2 day of August, 2016, the City of Fayetteville (hereinafter "City") and the Rotary Club of Fayetteville (hereinafter "Rotary Club"), for their Agreement to share in the costs of construction of a playground at the new Regional Park, agree to the following facts, proposals and commitments:

1. The Rotary Club will make an initial $100,000.00 contribution to the City on or before July 31, 2016, for the construction of a playground in the northeast corner of the Regional Park near the Great Lawn, the design of which shall be developed collaboratively between the Rotary Club and the City.

2. The Rotary Club pledges to contribute an additional amount of $50,000 no later than December 31, 2016, with at least $20,000 of that amount payable to the City no later than October 31, 2016.

3. The City intends to contribute matching funds of $120,000.00 for the project, contingent upon City Council approval of the 2017 Annual City Budget.

4. The Rotary Club and the City pledge to cooperate, as appropriate, in identifying and applying for additional grant funds to be applied to the playground project over and above the above-referenced contributions from the Rotary Club and the City.

5. The City agrees to name the new playground the "Rotary Club of Fayetteville Playground" and install appropriate identifying signage.

6. The City will install a plaque or other wall signage recognizing the contributions of the Rotary Club and its members, the design of which shall be developed collaboratively between the Rotary Club and City staff with final approval by the City Council, in accordance with § 97.088(B)(2) of the Fayetteville City Code.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
LIONELD JORDAN, Mayor

Date: 8-4-16

ATTEST:

By: Sondra E. Smith
Sondra E. Smith, City Clerk

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

ROTARY CLUB OF FAYETTEVILLE

By: _____
HARRISON PITTMAN,
President

Date: 7/13/16

WITNESS:

By: _____
Name: MARK CAMARICO

Play by Design, Inc.

3619 E. 105th St.

Tulsa, OK 74137

918-851-9518

playbydesigninc@gmail.com

March 23, 2017

City of Fayetteville, AR

Purchasing Division

Room 306

113 W. Mountain

Fayetteville, AR 72701

Dear Sir or Madam:

I am enclosing our bid proposal for the playground equipment at Kessler Mountain Park, RFP 17-03.

Enclosed you will find our Executive Summary, Playground Design, Bidding Documents, Specs, Warranties, and References. You will also fine a flash drive with the same files on it.

Please know that we have been in the playground business for almost 20 years, and have designed and installed play structures in Missouri, Kansas, Oklahoma, Texas, and Arkansas. It was a pleasure to design these, and I hope to be working with your city.

Should you have any questions, please do not hesitate to contact me.

Sincerely yours,

Kelli Collins

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 17-03, Kessler Mountain Regional Park Playground
DEADLINE: Thursday March 23, 2017 before 2:00:00 PM, local time
PRE-PROPOSAL CONFERENCE: Friday March 03, 2017 at 10:00 AM
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 Feb. 24, 2017 and Mar. 03, 2017

REQUEST FOR PROPOSAL
RFP 17-03, Kessler Mountain Regional Park Playground

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: Play by Design, Inc.

Contact Person: Kelli Collins Title: Playground Consultant

E-Mail: playbydesigninc@gmail.com Phone: (918)851-9518

Business Address: 3619 E. 105th St.

City: Tulsa State: OK Zip: 74137

Signature: _____ Date: 03/22/17

City of Fayetteville, AR
Request for Proposal
RFP 17-03, Kessler Mountain Regional Park Playground

The City of Fayetteville, Arkansas, is requesting sealed proposals from experienced playground professionals interested in providing a nature-themed playground proposal at Kessler Mountain Regional Park in southwest Fayetteville.

To be considered, sealed proposals shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, **by Thursday, March 23, 2017, before 2:00:00 PM, local time**. No late submittals shall be accepted.

A non-mandatory pre-proposal conference will be held on Friday March 03, 2017 at 10:00 AM, local time, at the actual job site located at Kessler Mountain Regional Park playground, 2600 West Judge Cummings Road, Fayetteville, AR 72701. All interested parties are strongly encouraged to attend.

Forms & addendums can be downloaded from the City's web site at www.fayetteville-ar.gov. All questions regarding the process should be directed to Les McGaugh, at lmcgaugh@fayetteville-ar.gov or (479)575-8220.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Attention is called to the fact that the minimum prevailing wage rates for each craft or type of worker and the prevailing wage rate for overtime work as determined by the Arkansas Department of Labor applies to this contract.

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bid and license shall be valid at the time of bid deadline.

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

The City of Fayetteville reserves the right to reject any or all Proposals and to waive irregularities therein, and all parties agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any interested party because of such rejections, nor shall any interested party seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Statement in response to this invitation shall constitute an agreement of the interested party to these conditions.

CITY OF FAYETTEVILLE, AR
By: Les McGaugh
Title: Purchasing Agent
Ad date: 2/24/17 and 3/03/17

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost effective manner.

b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.

c. The complete fee and cost to the City for all services outlined in this RFP.

d. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers are welcome to submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.

e. All Proposers shall submit six (6) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. The electronic copy submitted should be contained into one (1) file. The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.

f. All proposers shall submit a 24" x 36" board with 3-D graphic rendering of playground. Board shall also include phots of each individual playground component.

g. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.

h. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.

i. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.

j. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.

k. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.

l. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

m. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

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

a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

b. The City reserves the right to select the proposal it believes will serve the best interest of the City.

c. The City of Fayetteville reserves the right to accept or reject any or all proposals.

d. The City of Fayetteville reserves the right to cancel the entire request for proposal.

e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.

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

g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

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

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. CONFLICT OF INTEREST:

a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".

b. The Proposer shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City

agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

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

10. LATE PROPOSAL OR MODIFICATIONS:

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

b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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

12. PROVISION FOR OTHER AGENCIES:

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

13. COLLUSION:

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

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.

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

c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

15. CITY INDEMNIFICATION:

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

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid throughout project completion.

19. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

20. CANCELLATION:

a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

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

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

b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to

any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

22. NON-EXCLUSIVE CONTRACT:

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

23. LOBBYING:

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

24. ADDITIONAL REQUIREMENTS:

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

25. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete

response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

27. OTHER GENERAL CONDITIONS:

a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.

b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.

c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

e. **Any uncertainties shall be brought to the attention of Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.**

f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications

and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.

i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

28. PERIOD OF CONTRACT: Services performed pursuant to this Contract shall commence upon execution of this agreement and continue for a maximum of one hundred twenty (120) calendar days from the date of the notice to proceed. This time period will be the time allowed for complete turn-key operation of the playground. Inclement weather days will be considered when appropriate if submitted to the Parks and Recreation Project Manager within one week of the requested inclement weather day. A $250.00 per day penalty shall be assessed for each day over the one hundred twenty (120) calendar day completion time.

29. APPENDIX DOCUMENTS INCLUDED:

a. Attachment A: Drawings

b. Attachment B: Department of Labor Prevailing Wage Determination

1. PURPOSE & OVERVIEW: The City of Fayetteville, Arkansas, hereinafter referred to as "the City", seeks proposals from properly licensed professionals who are able to recommend, provide, and install age-appropriate playground equipment at Kessler Mountain Regional Park, Fayetteville, AR. Proposals shall conform to the drawings and specifications listed, as well as any Federal, State, and/or Local laws that apply to playground and park construction.

2. Total budget for a turn key project is $300,000.

3. Received proposals shall consist a nature oriented playground serving children 2-12 years old.

4. The project shall include recommending, providing, and installing appropriate playground equipment for children ages 2 to 12 years and installation of appropriate subbase and durable rubber tile impact surfacing for the playground equipment. Additionally, the project includes providing and installing accessible pathways from existing parking to the equipment, benches, shade, and all accessories necessary to provide a quality, all-inclusive play experience.

5. The project shall include a complete turn-key price for design and installation of access, playground equipment, impact surfacing, proposed site furnishings, and complete site restoration for the proposed playground improvements listed above with applicable shipping, sales tax, and any other cost incurred to the City of Fayetteville.

Contractors are strongly encouraged to visit the park site to verify size, shape, condition, constraints, and accessibility before submitting a proposal.

A non-mandatory pre-proposal conference will be held on Friday, March 03, 2017 at 10 AM, local time, at the actual job site at the Kessler Mountain Regional Park located at 2600 West Judge Cummings Road Fayetteville, AR 72701. All interested parties are strongly encouraged to attend.

6. INTENT: The City intends to select a properly licensed professional provide a playground proposal and installation services to the City Fayetteville.

7. NON-PROPRIETARY INTENT OF SPECIFICATIONS: Any reference to a particular manufacturer brand, model, drawing, etc. is to assist in establishing a product acceptability level for the City of Fayetteville; it is not to establish a proprietary bid to limit Proposers from competition for the bid. The City of Fayetteville will have the privilege to evaluate alternate proposal for play value, safety, and quality offered. If in the opinion of the City, an alternate for any brand specified meets the basic design with no material exception as judged by the City, then the City reserves the right to accept the alternate.

8. EVALUATION CRITERIA: The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and

score each proposal. Each proposal submitted is not required to be ranked by the selection committee; however, all proposals will be evaluated. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee.

Following the evaluation of the proposals, the Selection Committee may request the top ranking firms make an oral presentation or be interviewed. Any presentations/interview will take place in Fayetteville, Arkansas. Meeting notices and information will be sent by the Purchasing Division.

1) 20% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed.

2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.

3) 30% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.

4) 15% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with the City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Proposers shall provide a list of similar jobs performed and person whom the City can contact for information.

5) 10% **Price:** Proposers shall list all fees and expenses to be paid by the City and shall be structured in an **annual not to exceed format.**

9. SCOPE OF WORK: While the exact range and extent of services is subject to negotiation, it is anticipated that the selected firm shall provide, as a minimum, professional services and adequately experienced dedicated personnel necessary to recommend, provide, and install play equipment containing a wide variety of play events, safety surfacing and ADA accessible sidewalks. Proposals shall include the following in relation to the proposed method of completing the work as outlined in the selection criteria:

   a. The extent of the Vendor's playground plans shall meet the specifications provided in this request for proposal.

   b. The City desires the following aspects within the proposals:
      i. Playground Aesthetics: including color choice, deck material, and suitability with regard to the proposed playground concepts
      ii. Playground Durability: including warranty and maintenance

iii. Playground Play Value: including variety, creativity, and challenge
iv. Rubber Tile Impact Surfacing: including cost, appearance, ease of repair, durability/longevity

c. The playgrounds shall be designed as "natural" playgrounds to reflect and enhance the natural features of Kessler Mountain Regional Park and the Ozark region in particular. This can include, but is not limited to, hardwood trees and forests, streams and rivers, bluffs and rock outcroppings, meadows, glades, homesteads, kitchen gardens, and may consider grade changes as well.
d. The playground shall incorporate the Rotary Club wheel logo in the design on the ground plane at the playground entrance. The name "Rotary Club of Fayetteville" shall also be included in an overhead archway at the playground entrance.
e. Comparison of play events, accessibility, circulation and diversity of the playground plans.
f. To receive as much play value as possible.
g. To provide a safe play experience for children ages 2-12 as well as all users.
h. To provide an all-inclusive, accessible play experience for children of all skill and ability levels.
i. The proposer shall be responsible for following all State and Federal Laws that pertain to the construction of playgrounds.
j. Durability of playground structures and equipment which results in low maintenance and long life of the product.
k. Aesthetics in concept, design, and structure.
l. The playground should include shade as part of the design.
m. Proposals should not include enclosed slides.

10. ADDITIONAL PROPOSAL REQUIREMENTS: Proposals shall conform to the following specifications and include appropriate evidence for each with response packet:
    a. Letter stating the playground equipment is appropriate for the age group stipulated above.
    b. Letter stating the proposed playground equipment meets the current Consumer Product Safety Commission Guidelines (CPSC) for public playgrounds.
    c. Letter stating the proposed playground equipment meets the requirements of the Consumer Product Safety Improvement Act (CPSIA 2008) and physical copies of Certificates of Compliance for each product and component as required by the CPSIA 2008.
    d. Letter stating the playground equipment meets the current requirements of the American Society for Testing Materials (ASTM).
    e. Letter stating the playground plan meets current requirements for both upper level and lower level play events of the Americans with Disabilities Act (ADA).
    f. Letter stating the playground equipment is International Play Equipment Manufacturer's Association (IPEMA) certified.
    g. Evidence that all playground equipment provided is covered by product liability insurance. Contractors should provide a copy of this which includes the amount of coverage.
    h. Complete product specifications and warranty information.
    i. A color scale sample chart for all equipment.
    j. Proposer shall have a State of Arkansas Contractors License valid at time of bid. Proposer shall provide the City with proof of payment to all subcontractors before final payment is made by the City.
    k. Proposers shall have workers' compensation as required by Arkansas State statutes.
    l. Proposers shall have general liability insurance as required at a minimum of $1,000,000.00.

m. A corporate bid bond of 5% shall be submitted with all proposals. A cashier's check issued to the City of Fayetteville from a financial institution located in the State of Arkansas in the amount of 5% of the proposed price is also acceptable.
n. Contractor shall provide a 100% performance and payment bond after contract award, within ten (10) calendar days of notice of award. Cost of the performance and payment bond shall be paid by the contractor and shall be presented the City after being file marked at the Washington County Circuit Clerk's Office.
o. The City of Fayetteville requires the following for viewing by the Selection Committee; therefore, the items below shall be included with RFP response:
    - A color, three-dimensional scaled site plan drawing of the playground equipment,
    - Pictures for each piece of equipment mounted on a poster board or paper,
    - A written list and description of all equipment to be included in the proposal, and
    - A chart of the number of elevated and ground play components and components which are accessible by transfer, ramp, or as a ground play component as required by ADA shall be submitted. This chart may be printed on the site plan drawing.

11. IMPLEMENTATION: The successful Proposer shall be responsible and agrees to provide the following:
a. Provide site preparation required to successfully install the playground equipment. The playground equipment shall be in-ground mounted in a footing. All construction shall comply with State and Federal Laws.
b. Recommend, provide and install the playground rubber tile surfacing material. Playground impact surfacing shall comply with all safety standards. Please provide samples for all colors.
c. Decks shall be manufactured and finished with vinyl coating.
d. Upright posts shall be either galvanized steel, or aluminum material with a corrosion resistant finish.
e. Provide all labor, equipment, materials and supplies needed to install the concrete sub-base, the safety surfacing, play equipment and benches.
f. All existing trees shall be protected to ensure survival through the construction process.
g. Proposers shall incorporate shade into their proposal to include existing trees, additional tree plantings, and/or shade structures which complement and enhance the proposed playground equipment and concept.
h. Proposers are encouraged to incorporate available site opportunities into their proposal such as existing vegetation, slopes, turf areas, etc.
i. All debris and construction materials shall be removed and cleaned up after installation.
j. Removal of excavated dirt is the Contractor's responsibility unless it is spread in the park area as designated by Parks and Recreation Staff.
k. Security at this park is very important. The City of Fayetteville will not be responsible for stolen or damaged equipment. Contractor shall be responsible for playground equipment and site until final completion of the entire project.
l. All contractors should plan on working weekdays from 7:00 AM to 5:00 PM unless otherwise approved by the Project Manager.
m. If any contractor feels the need to stay at the jobsite overnight, prior advanced permission from Connie Edmonston, Parks and Recreation Director must be obtained.
n. Equipment supplier shall provide a letter to the City of Fayetteville certifying that an audit of the playground equipment's installation was performed and that the following requirements and specifications were successfully met:

- All footings were correctly installed. Footings shall be audited by the City of Fayetteville staff BEFORE covering and continuing installation. Give 48 hours' notice prior to concrete pour.
- All play equipment and play surface was installed correctly according to CPSC, CPSIA 2008, ASTM, IPEMA, and ADA requirements.
- All equipment was located properly for the fall zone requirements.

o. Any deviation shall be noted on these bidding documents and explanatory specifications attached to the proposal.

p. Unit prices shall include all labor, materials, equipment and incidentals required to complete the work as shown in the plans and details for a complete in place item. Items listed on drawings and not included as a separate pay quantity shall be considered incidental and the cost shall be included in the price bid for other items.

q. The amount of time appropriated for this project is one hundred twenty (120) calendar days from the date of the notice to proceed. This time period will be the time allowed for complete turn-key operation of the playground. Inclement weather days will be considered when appropriate if submitted to the Parks and Recreation Project Manager within one week of the requested inclement weather day. A $250.00 per day penalty shall be assessed for each day over the one hundred twenty (120) calendar day completion time.

r. Proposers are responsible for providing construction fences and signs as required to assure the safety of citizens.

s. Proposers shall coordinate the construction of the playground slab with other construction activities in the park that may be part of a separate bid.

t. Evidence shall be provided proving the installers of the playground equipment are properly trained by the equipment manufacturer.

u. Project will not be accepted until the City of Fayetteville approves the work after the construction has been completed. When concrete is poured, it is the contractor's responsibility to supervise the area. If the concrete is disturbed by tracks, etc., the contractor is responsible for correcting the pour.

v. Proposers shall submit a maximum of two (2) proposals. No more than two proposals for the park will be considered per contractor license.

w. All disturbed areas shall be seeded with turf type Tall Fescue and mulched with wheat straw unless otherwise specified on the drawings.

x. Construction site shall be returned to the condition it was in prior to the start of construction. Contractor is responsible for repairing all damage to site caused during construction.

y. The area of land to be included in this proposal is shown on the drawings. Proposers shall not include any area larger than what has been designated for the proposal. Please contact Les McGaugh (479-575-8220, <lmcgaugh@fayetteville-ar.gov> with any questions.

z. Proposers shall comply with all Federal and State laws pertaining to playgrounds.

aa. In the event that any specification stated in this request for proposal conflicts with State and/or Federal laws, the State and/or Federal Laws shall prevail.

bb. Proposers must comply with all Americans with Disabilities Act Guidelines.

12. PROPOSAL CONTENTS: Proposals should be structured in the following manner.

a. Structure: Proposals shall be prepared simply and economically, providing a straight forward, concise description on the Proposer's ability to meet the requirements for this project. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Displays should be provided as requested.

b. References: A reference list for similar work performed by the Proposer within the past five (5) years.

c. Experience: Provide a general description of the organization, its history, primary types of work, organizational structure, etc. Proposers shall incorporate experience as it relates to the scope of work and minimum qualifications.

13. CONTRACT FORMATION: If the negotiation produces mutual agreement, the draft contract as a part of this package shall be constructed and forwarded to the Fayetteville City Council for final approval. If negotiations with the highest ranking Proposer fail, negotiations shall be initiated with the next highest ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

14. INSURANCE: Proposer shall provide and maintain insurance throughout the contract which is commonly accepted in the industry. Insurance is not required with RFP response but will be required after contract award. Insurance provided shall include but not be limited to the following and shall list the City of Fayetteville, Arkansas as an additional insured: General Automotive, Commercial General Liability and Worker's Compensation as required by state law.

- Workers' Compensation: Statutory Amount
- General Liability Coverage: $1,000,000 minimum
- General Automobile Coverage

For any work subcontracted, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by the Contractor.

15. ANTICIPATED PROJECT TIMELINE: subject to change

Date	Time	Description
Friday, February 24, 2017	8:00 AM	Date RFP available and date of advertisement 2nd Advertisement: Friday, March 03, 2017
Friday, March 03, 2017	10:00 AM	Non-Mandatory Pre-Proposal Conference,, all interested parties are strongly encouraged to attend
Thursday March 09, 2017	End of day	City intends to issue Final Addendum – if applicable
Thursday March 23 , 2017	Before 3:00 PM, local time	Deadline to submit a sealed response to the City of Fayetteville. Proposals shall be received prior to the deadline, no exceptions. Distributed to Selection Committee
Week of March 27, 2017	TBD	Interviews with short listed vendors – if applicable
Friday, March 31, 2017	4:00 PM	Deadline for negotiations and finalization of contract, City Clerk deadline for City Council Meeting
Tuesday, April 11, 2017	4:30 PM	City Council Agenda Session Meeting for 04/18/17
Tuesday, April 18, 2017	5:30 PM	City Council Meeting to consider contract for approval

1. DISCLOSURE INFORMATION

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

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

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

_X_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain):_____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Corporate Name of Firm: Play by Design, Inc.

Primary Contact: Kelli Collins Title of Primary Contact: Playground Consultant

Phone#1 (cell preferred): (918)851-9518 Phone#2: (918)809-2293

E-Mail Address: playbydesigninc@gmail.com

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
01	Kelli Collins	03/08/17
02	Kelli Collins	03/15/17

City of Fayetteville
RFP 17-03, Construction of Kessler Mountain Regional Park Playground
Proposal Form

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

Total price for this project shall include but not limited to: required bonds and insurance; labor cost; equipment, materials and supplies; playground concrete sub-base (if necessary) and surfacing with installation; playground equipment and installation; proposed site furniture installation; connecting ADA sidewalks; site restoration; shipping; and all applicable sales tax. In addition, the "Price per Proposal Specifications" is to include FOB to actual park project site in Fayetteville, AR and sales tax as regulated by the Arkansas Department of Finance Administration. Failure to meet this requirement could result in your proposal being rejected.

Playground Equipment for Ages 2 - 12: Complete in place as proposed	$	198,553.91
Playground Rubber Tile Surfacing: Complete in place as proposed	$	48,209
Site Furnishings: (min. one 6' bench) Complete in place as proposed	$	14,697
Rotary entry sign and emblem	$	13,920
ADA Concrete Sidewalk Connections: Complete in place as proposed (Also includes pad & curbing for playground)	$	24,611
Site Restoration: Includes 4" depth topsoil, Fescue seed and straw	$	No charge-included in scope of work
TOTAL PRICE PER PROPOSAL SPECIFICATIONS*:	$	299,990.91

*Total Price per Proposal Specifications shall equal the sum of all line items provided above.

THIS FORM CONTINUES ON THE NEXT PAGE

PROPOSER NAME: Play by Design, Inc

PROPOSER'S NAME	Play by Design, Inc.
CONTRACTOR'S LICENSE #	0333680517
CONTACT PERSON	Kelli Collins
TITLE	Playground Consultant
ADDRESS	3619 E. 105th St. Tulsa, OK 74137
TELEPHONE	918-851-9518 FAX 918-298-4898
EMAIL ADDRESS	playbydesigninc@gmail.com
AUTHORIZED SIGNATURE	

All-inclusive proposals shall be submitted no later than the deadline stated to the City of Fayetteville, Purchasing Office, Room 306, 113 West Mountain Street, Fayetteville, Arkansas, 72701 in a sealed envelope marked "RFP 17-03 Kessler Mountain Regional Park Playground". Each bidder will be required to meet or exceed the specifications attached. Any deviation shall be noted with specifications attached to bid proposal. Questions related to the proposal process should be directed to Les McGaugh, City of Fayetteville Purchasing Division, (479) 575-8220, or by e-mail lmcgaugh@fayetteville-ar.gov.



SURVEYED BY:

DRAWN BY: AJ

DESIGNED BY: AJ

FILE NAME: Playround RFP.dwg

TITLE: CONSTRUCTION OF KESSLER MOUNTAIN PLAYGROUND

LOCATION MAP

REVISED

PARK PLANNING DIVISION

1455 S. HAPPY HOLLOW ROAD

PHONE NO: (479) 444-3471 FAX NO: (479) 521-7714

CITY OF Fayetteville ARKANSAS

DATE: JANUARY 2016

SHEET: 1

PROJECT: KESSLER MOUNTAIN REGIONAL PARK PLAYGROUND

FUTURE TRAIL

FUTURE AMPHITHEATER

FUTURE WALK

PLAYGROUND AREA

APPROXIMATE ELEC. LINE LOCATION

FUTURE OFFICE BUILDING

FUTURE RESTOOM/PAVILION BUILDING

PB

T

S

0 60 120

1 INCH = 60 FEET

CALL BEFORE YOU DIG! ARKANSAS ONE CALL 1-800-482-8998

SURVEYED BY:

DRAWN BY: AJ

DESIGNED BY: AJ

FILE NAME: Playround RFP.dwg

TITLE: CONSTRUCTION OF KESSLER MOUNTAIN PLAYGROUND

SITE PLAN

REVISED

PARK PLANNING DIVISION

1455 S. HAPPY HOLLOW ROAD

PHONE NO. (479) 444-3471 FAX NO. (479) 521-7714

CITY OF Fayetteville ARKANSAS

DATE: JANUARY 2016

SHEET: 2

PROJECT:

ASA HUTCHINSON
GOVERNOR

STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

LEON JONES, JR.
DIRECTOR

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-4536 Fax: 501-682-4506 TRS: 800-285-1131

January 3, 2017

Alison Jumper
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: KESSLER MOUNTAIN REGIONAL PARK
PLAYGROUND
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY

Dear Ms. Jumper:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **16-333** establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c).

Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).

Also enclosed is a "**Statement of Intent to Pay Prevailing Wages**" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project.

When you issue the Notice to Proceed for this project, please send a copy of the notice to my office.

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4506.

Sincerely,

Lorna Kay Smith

Lorna K. Smith
Prevailing Wage Division

Enclosures

Arkansas Department of Labor Prevailing Wage Determination

Date: 1/3/2017 **Determination #:** 16-333 **Expires:** 7/3/2017

Project: Kessler Mountain Regional Park Playground

Site:

City: Fayetteville, Arkansas

Project County: **Washington** **Survey#:** 716-AH05

COUNTY(S)	Group
Washington	5

CLASSIFICATION	Basic Hourly Rate	Fringe Benefits
Bricklayer/Pointer, Cleaner, Caulker, Stone Mason	$11.45	$1.92
Carpenter	$16.75	
Concrete Finisher/Cement Mason	$15.45	
Electrician/Alarm Installer	$21.30	$7.81
Ironworker (Including Reinforcing Work)	$16.30	
Laborer	$13.00	
Pipelayer	$11.80	$2.61
Asphalt Paving Machine	$19.85	$1.80
Backhoe - Rubber Tired (1 yard or less)	$14.70	$4.90
Bulldozer, finish	$14.60	
Bulldozer, rough	$16.30	
Crane, Derrick, Dragline, Shovel & Backhoe, 1.5 yards or less	$14.90	
Crane, Derrick, Dragline, Shovel & Backhoe, over 1.5 yards	$14.90	
Distributor	$11.45	$1.92
End Dump (Dump Truck)	$14.15	
Front End Loader, finish	$13.70	
Front End Loader, rough	$14.35	$0.59
Mechanic	$14.70	
Roller	$14.30	$1.40
Scraper	$11.45	$1.92
Motor Patrol	$11.45	$1.92
Asphalt Screed Operator	$19.20	$2.35
Excavator/Trackhoe	$18.75	
Asphalt Raker	$15.45	$1.55
Truck Driver (Excludes Dump Truck)	$17.20	

Welders-receive rate prescribed for craft performing operation to which welding is incidental.

Certified 7/1/2016

Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: **KESSLER MOUNTAIN REGIONAL PARK PLAYGROUND**
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 16-333** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

	Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor	Play by Design, Inc.	3619 E. 105th St., Tulsa, OK 74137	918-851-9518	
Electrical Subcontractor				
Mechanical Subcontractor				
Plumbing Subcontractor				
Roofing/ Sheet Metal Subcontractor				

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR ***WITHIN 30 DAYS OF THE NOTICE TO PROCEED*** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.

playbydesign

Kessler Mountain Park Playground

Executive Summary

Our design for Kessler Mountain Park includes two ADA accessible, age appropriate, nature inspired play experiences. We have incorporated life like tree logs, boulders, climbers, bouncers, music, and critters. Themed Concepts, our playground manufacturer for this project, sets the standard in customized natural themed environments.

The playground area will measure approximately 50 x 70 and includes (2) structures, one for children ages 2-5, and the other for children ages 5-12. There will also be freestanding play equipment to be enjoyed by both age groups. Visitors will be able to access the playground via the 5' wide sidewalk that we will install. It will link the parking area to the playground and will measure approximately 110' in length.

We chose to design and provide two areas of play based upon the age groups of 2-5 and 5-12. The reason for this is rather elementary; 2 year olds are physically different- they have shorter reach, less strength, less coordination, less balance, and are mentally undeveloped in terms of choices and consequences as compared to the older aged children.

Because of these differences, the playground equipment included on a structure intended for children between the ages of 2-12 must be "dumbed down" to protect the youngest user, which means the older kids have to use equipment inappropriately to get suitable challenges, and this raises the risk for accidents and injuries.

Separate play areas with signage will allow parents to make more informed decisions about where they let their children play, and better insulates the public against lawsuits for injuries.

The structures we designed for Kessler Park are specifically designed and intended for children in the ages of 2-5 and 5-12. All of the play elements included on each structure follow the standards associated with age appropriate playgrounds, and each area is marked with age appropriate signs.

We realize that this playground would not be feasible if it were not for the generosity of the Fayetteville Rotary Club. Because of this, we have created a custom sign that takes on the look of two large, natural trees. It is important to know that you can customize this sign to say whatever you deem appropriate. We have also included signage on the rooftop of the 5-12 structure.

Regarding shade, both of our playground structures include roofs that will provide shade for the children. We have also included a 20' x 24' x 8' high shade structure that will be installed over the

playbydesign

Dragonfly See Saw bouncer. This large shade will "throw off" shade to other areas of the playground structure throughout the day. And while it is important to shade the kiddos playing, it is equally important to provide shade to the parents, aunts, uncles, and friends who are sitting on the benches. Therefore, we have incorporated a 10' x 10' x 8' high cantilever shade structure over each bench. These cantilever shades will have just one post, and will also have glide elbows which will allow for easy removal if desired.

An ADA compatible, 5' wide sidewalk will be poured that will lead visitors from the parking lot to the playground structure. This sidewalk will be approximately 110 linear feet. In addition, we will pour a 4" thick concrete slab for the play structure, and encircle the area with a concrete curb that measures 8" wide by 12" tall. The total curbing will measure approximately 210 linear feet. If it is the desire of the Parks Department, we can create a second opening to the playground structure so as to allow for a future sidewalk that would lead to the future pavilion area. All of our concrete will include appropriate gravel, forms, and rebar.

The surfacing of the playground will include 24" Premium Rubber Tiles manufactured and installed by Sof'Surfaces. We created a design that mimics the look of a river running through the playground area. These tiles carry a fabulous warranty. For the first 6 years, 100% is covered on durability, fall height, and installation. After the first 6 years, the warranty will cover 50%....even if it is 20 years later!

If awarded this project, we can expect an 8-10 week lead time for the manufacturing of the custom playground equipment. Our installers will be on site for the delivery of the equipment and will begin installing promptly. Their installation will take 7-10 days. After all of the equipment is installed, the concrete work will begin. This process will take 5-7 days, however the concrete must "cure" for a minimum of 10 days. Once the concrete has cured, the rubber tiles will be installed, and this process will take 2-3 days. Lastly, we will clean the site, restoring it to the condition it was prior to our work.

Thank you for this opportunity. We are confident you will be pleased, not only with our products, but our service, experience, and professionalism.

playbydesign

Scope of Work

Site Preparation

- Identify all utility lines and underground irrigation
- Construct tree protection fencing around all trees near construction site
- Consult with Parks Department for placement of site amenities

Installation of Equipment, Site Amenities, Shade

- Install both playground structures and freestanding equipment per manufacturer's recommendation as well as 20' x 24' shade structure. Installers will include individuals from Themed Concepts, the manufacturer of the playground equipment, along with experienced and professional local installers

- Install (2) benches and (1) trash receptacle
- Install (2) cantilever shades over benches

Concrete

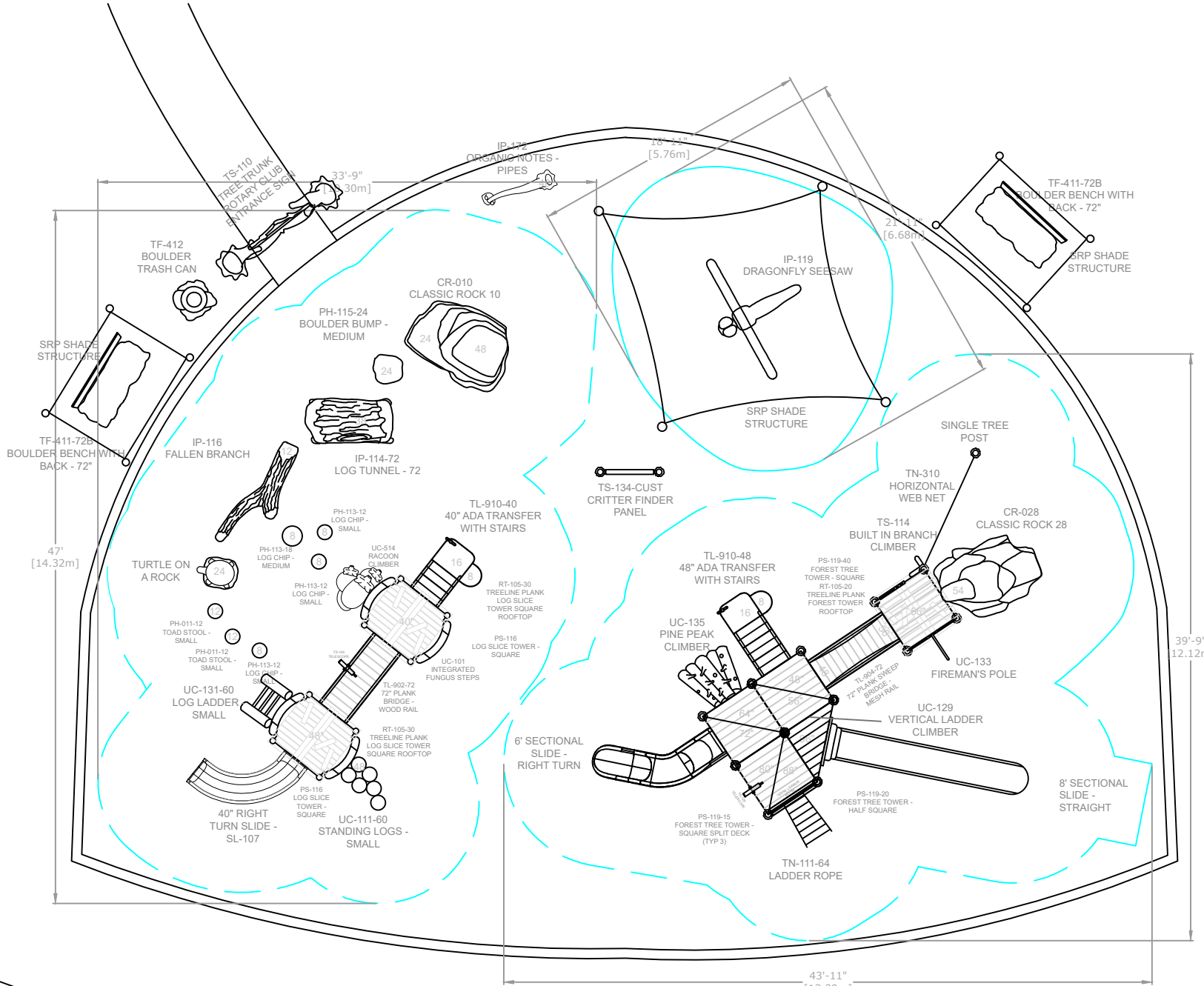
- Pour a concrete pad measuring 4" thick, 3000 Psi for the playground structure
- Pour a concrete curb to encircle the playground area
- Construct ADA sidewalk from parking lot to playground structure. All concrete will be 3000 psi

Installation of Surfacing

- Install Sof'Surfaces Premium rubber tiles on the playground surface. Installation will be done by SofSurfaces Certified Installers

Clean Up

- Clear site of any debris
- Restore area to condition prior to the construction project, including 4" depth topsoil, fescue seed, and straw



themed CONCEPTS

Setting the standard in custom environments since 1971.

Representative

Kelli Collins
Play By Design
918-851-9518

playbydesign

Presented Project

Kessler Mountain Park
17-179
Drawn By: DG
Date: 3/15/17
Revision: 0

Project Details

Recommended Age Group: 2-5,5-12
ADA Accessible: Yes
Fall Height: 96"
Required Space:
Elevated Components: 17
Ground Components: 17
Play Types: 15

Container Area: Feet Inches
Perimeter: Linear Ft
Scale: As Shown

The playground equipment presented here complies with all safety and accessibility guidelines and performance specifications set forth by the most recent releases of the following governing bodies:

ASTM F1487
CPSC Handbook for Public Safety

Themed Concepts
749 15th St SW
Forest Lake, MN 55025

www.themedconcepts.com
855-724-3270



YOUR CUSTOM PROJECT

The project design contained within this presentation has been developed in response to your unique project requirements. The artwork, CAD layouts or other created images are an exclusive, genuine creation of Themed Concepts and its artists.

Project: **Kessler Mountain Park**

Project No: **17-179**

Presented To: **The City of Fayetteville, AK**

Prepared By:

themedCONCEPTS™
Setting the standard in custom environments since 1971.

playbydesign

Site Illustration



themed CONCEPTS
Setting the standard in custom environments since 1971.
888-778-1784 themedconcepts.com

Project Name: Kessler Mountain Park **Project No:** 17-179

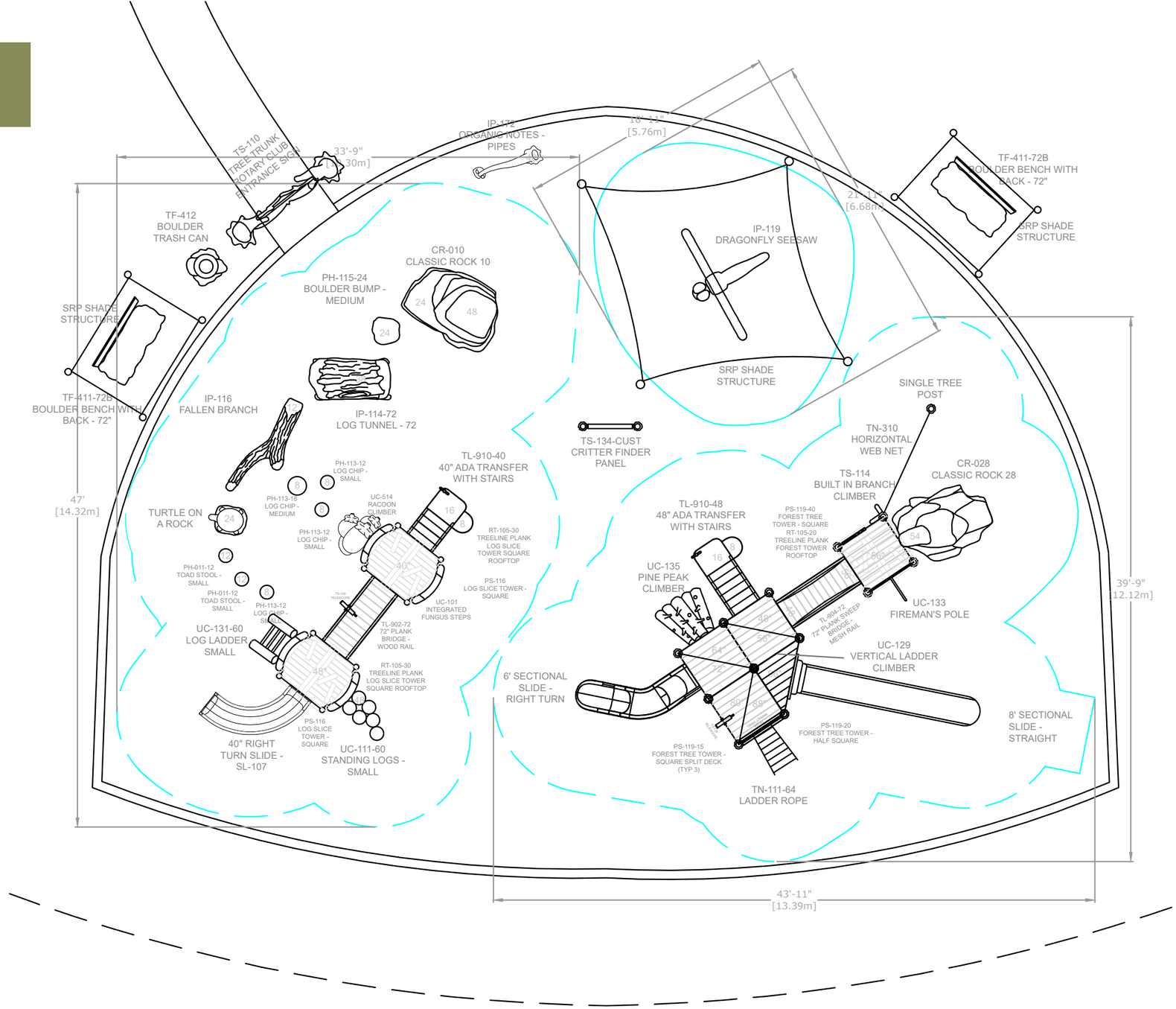
Rep/Dealership: Play By Design

Items Shown:

Ages: 2-5 & 5-12 **Max Fall Ht:** 96" **Min Use Zone:**

playbydesign

CAD Layout



themed CONCEPTS
Setting the standard in custom environments since 1971.
888-778-1784 themedconcepts.com

Project Name: Kessler Mountain Park **Project No:** 17-179

Rep/Dealership: Play By Design

Items Shown:

Ages: 2-5 & 5-12 **Max Fall Ht:** 96" **Min Use Zone:**

playbydesign

2-5 Panel Tree System

The Panel Tree System is a two tower, 2-5 play fort that is ADA accessible and full of different play events and discovery features. The two towers each have there own roofs and are connected by a bridge. The play events included are:

- Raccoon Family Climber
- Lower level hideouts
- Finger maze
- 6ft slopped bridge
- Built-in fungus climber
- Telescope with actual magnification
- Standing Log Climber
- Log ladder
- 40" right turn slide
- Hidden tactile critters
- ADA stump themed transfer point
- Real bark texture
- Lumber roofs



Reference design photo





This feature will include age appropriate safety labeling

Reference design photo



themed CONCEPTS
Setting the standard in custom environments since 1971.
888-778-1784 themedconcepts.com

Project Name: Kessler Mountain Park **Project No:** 17-179

Rep/Dealership: Play By Design

playbydesign

2-5 Ground Play Features

These functionally linked together ground play features, appropriate for the 2-5 age group have a variety of play types and create a path of continuous play. Kids can hop, step or climb from one piece to thew next without ever having to touch the ground. Colorful hand sculpted detail is put into every piece and hidden critters are added in as an extra tactile discovery element.







Classic Rock 010

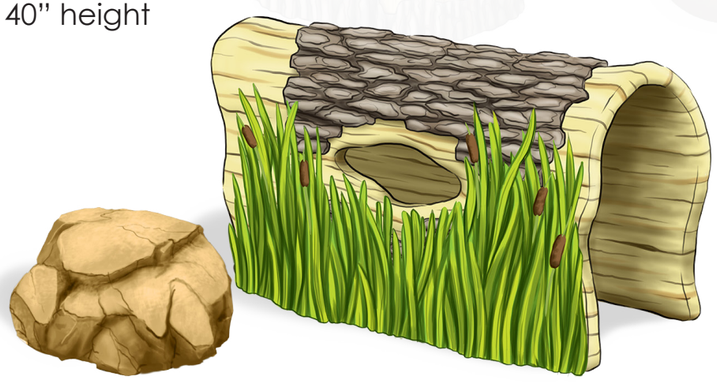
- Real rock texture
- Easy to climb rock
- 40” height





72” Log Tunnel

- Real bark texture
- Added high grass & cattails
- Peek window opening
- Hidden critters
- 40” height



Boulder Step



Log Chip Steppers

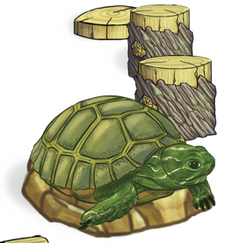


Fallen Branch Balance Beam

- Real bark texture
- 12” height



12” Log Steps



Turtle on a Rock

- Realistic sculpted turtle
- 24” height
- Functions as steppers



These features will include age appropriate safety labeling

themed CONCEPTS
Setting the standard in custom environments since 1971.
888-778-1784 themedconcepts.com

Project Name: Kessler Mountain Park **Project No:** 17-179

Rep/Dealership: Play By Design

playbydesign

5-12 Forest Tree Fort System

The Forest Tree Fort System has a variety of climbing feature appropriate for the 5-12 age group that are fun yet challenging. Having realistic tree themed supports and lumber roofs and barriers, this system will fit perfectly into any natural environment. The play features included are:

- Forest Tree Tower w/ a 56" deck
- Attached single tree post w/ cable core web net
- Classic climbing rock 28
- Built-in Branch Climber
- Fireman's Pole
- 72" mesh sided sweep bridge
- Multi deck Forest Tree Tower
- Stump themed ADA transfer point & stairs
- Vertical ladder climber to 56" deck
- Pine Peak Climber to 64" deck
- 72" sectional right turn slide
- Telescope with actual magnification
- Cable core crew net to 88" deck
- Fayetteville Rotary Club sign
- 96" straight slide
- Market Panel
- Eagle topper
- Hidden critters
- Real bark texture



This feature will include age appropriate safety labeling

themed CONCEPTS
Setting the standard in custom environments since 1971.
888-778-1784 themedconcepts.com

Project Name: Kessler Mountain Park **Project No:** 17-179

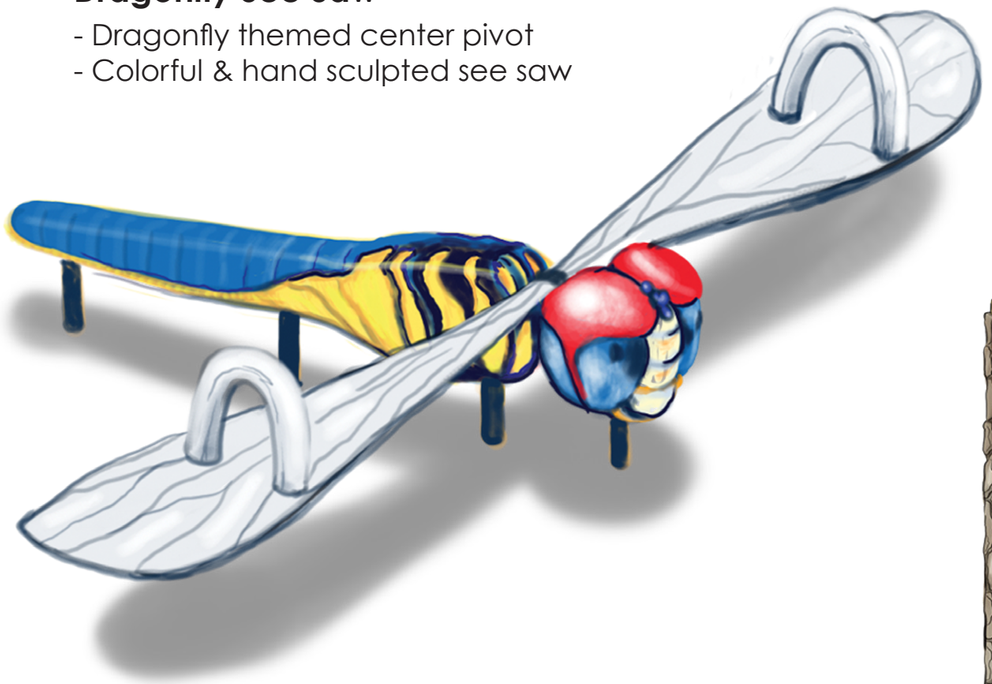
Rep/Dealership: Play By Design

playbydesign

Additional Play Features

Dragonfly See Saw

- Dragonfly themed center pivot
- Colorful & hand sculpted see saw



Reference design photo



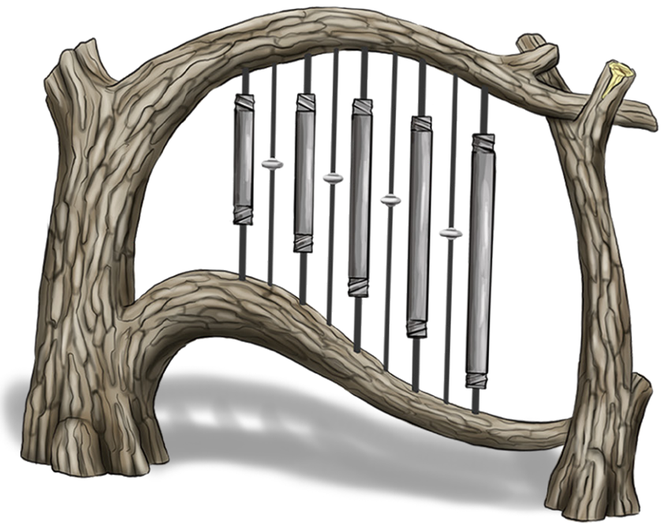


Critter Search & Find Panel

This colorful, two sided graphic panel shows images of the hidden critters located throughout the playground. Kids can make a game of searching for each of the hidden tactile animals.

Organic Notes - Pipes

Let kids make music and sound the natural way. The Organic Note Pipes have tree themed supports with tunned pipes for kids to plink and play.





These features will include age appropriate safety labeling

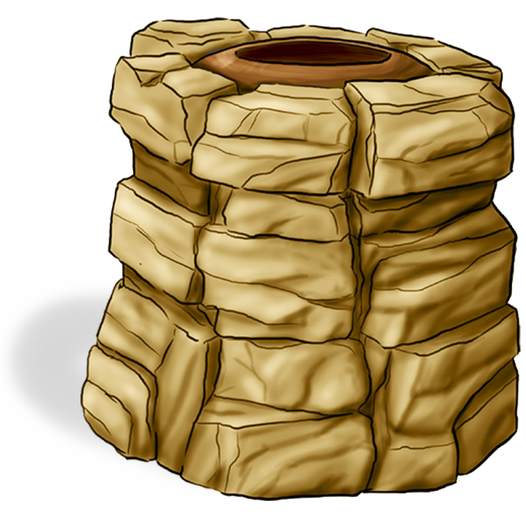
Site Amenities



Rotary Club Tree Entrance

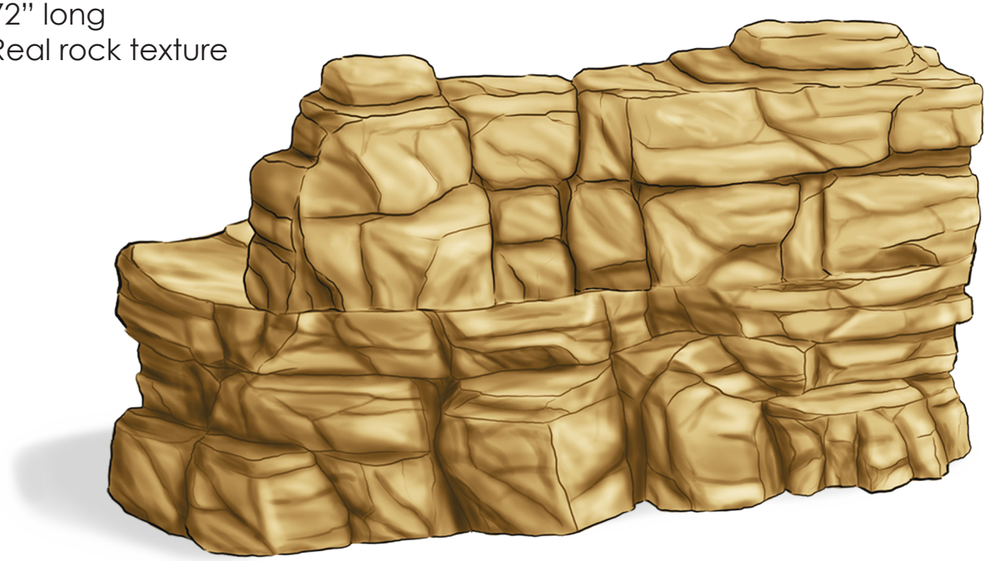
Two hand sculpted and airbrushed trees create an arched entry to the play area. A custom vinyl sign with the Fayetteville Rotary Club logo will be centered above the entry.

Rock Trash Receptacle



Boulder Bench with Back

- 72" long
- Real rock texture



Reference design photo



themed CONCEPTS
Setting the standard in custom environments since 1971.
888-778-1784 themedconcepts.com

Project Name: Kessler Mountain Park **Project No:** 17-179

Rep/Dealership: Play By Design

playbydesign

Critters & Crawlers

Whether poking out of tree house knotholes, or tucked away in a little nook, these critters are a great way to add exploratory and tactile value to any of our standard or custom play pieces. At Themed Concepts, we understand that it's the attention to detail that can make or break a perfectly designed project.

















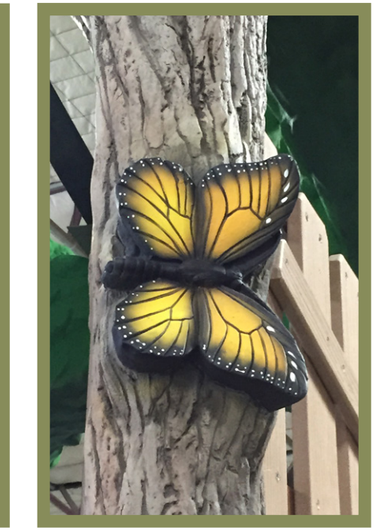




















themed CONCEPTS
Setting the standard in custom environments since 1971.
888-778-1784 themedconcepts.com

Project Name: Kessler Mountain Park **Project No:** 17-179

Rep/Dealership: Play By Design

playbydesign

Reference Photos













themed CONCEPTS
Setting the standard in custom environments since 1971.
888-778-1784 themedconcepts.com

Project Name: Kessler Mountain Park **Project No:** 17-179

Rep/Dealership: Play By Design

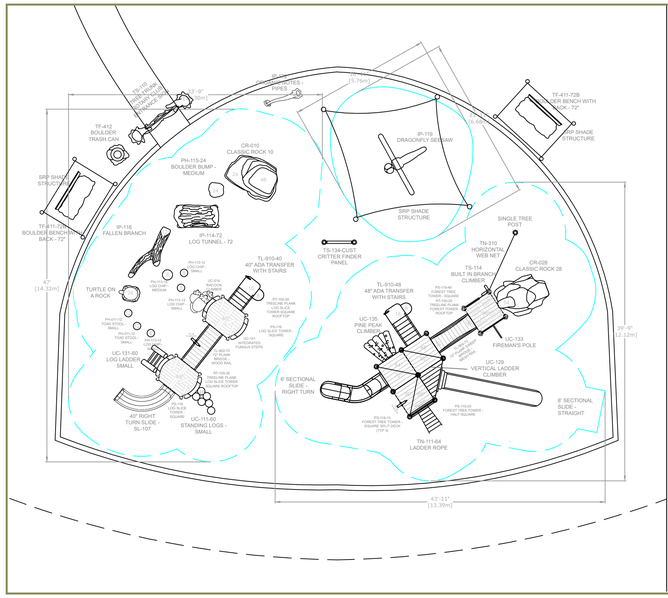
playbydesign

Kessler Mountain Park

Fayetteville, AR

playbydesign



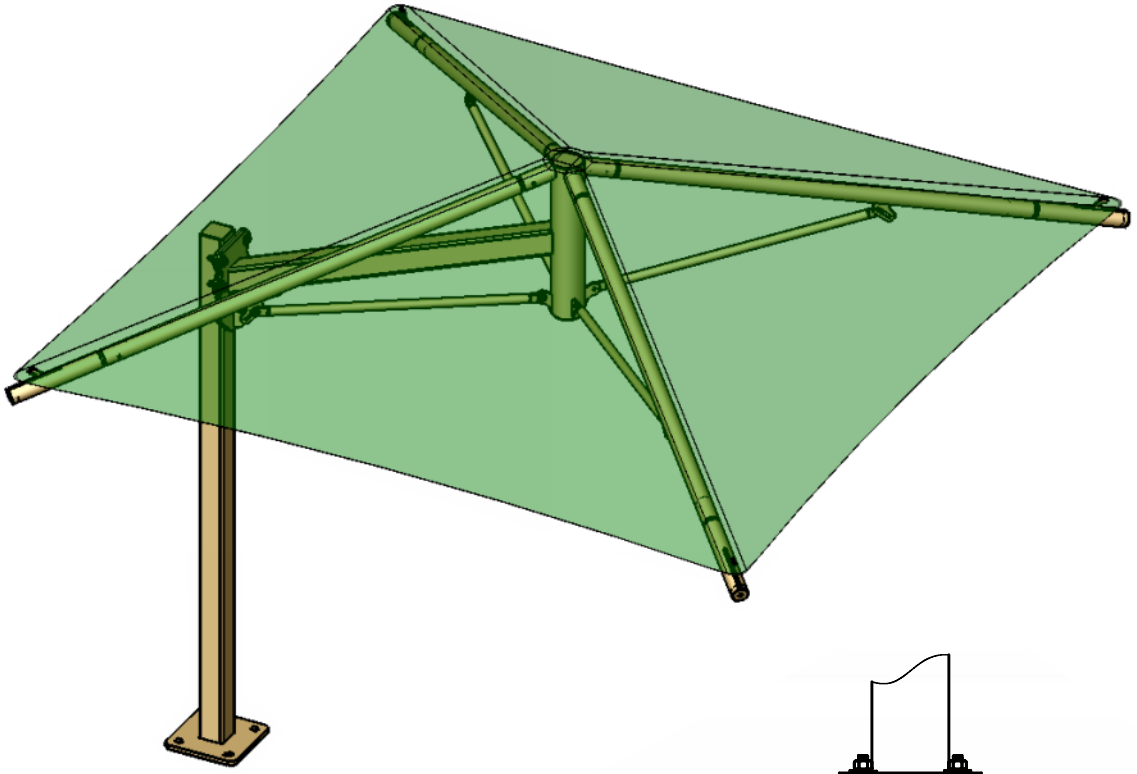

TF-412
BOULDER TRASH CAN
TF-411-72
BOULDER BENCH BACK - 72"
TF-411-72B
BOULDER BENCH WITH BACK - 72"
SRP-SHADE STRUCTURE
SRP-SHADE STRUCTURE
SRP-SHADE STRUCTURE
IP-119
DRAGONFLY SEESAW
IP-116
FALLEN BRANCH
IP-114-72
LOG TUNNEL - 72
CR-010
CLASSIC ROCK 10
PH-115-24
BOULDER BUMP - MEDIUM
TURTLE ON A ROCK
TL-810-40
40" ADA TRANSFER WITH STAIRS
TS-134-CUST
CRITTER FINDER PANEL
SINGLE TREE POST
TN-310
HORIZONTAL WEB NET
TS-114
BUILT IN BRANCH CLIMBER
CR-028
CLASSIC ROCK 28
TL-810-48
48" ADA TRANSFER WITH STAIRS
UC-135
PINE PEAK CLIMBER
UC-133
FIREMAN'S POLE
UC-131-60
LOG LADDER - SMALL
UC-129
VERTICAL LADDER CLIMBER
8' SECTIONAL SLIDE - RIGHT TURN
8' SECTIONAL SLIDE - STRAIGHT
40° RIGHT TURN SLIDE - SL-107
UC-111-60
STANDING LOGS - SMALL
TN-111-64
LADDER ROPE
43'-11" [13.39m]
29'-8" [9.04m]
47' [14.32m]
29'-8" [9.04m]
29'-8" [9.04m]
29'-8" [9.04

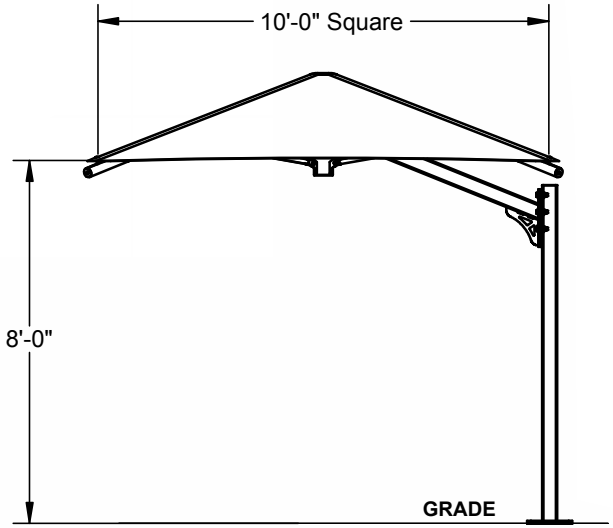
CANTILEVER UMBRELLA SHADE

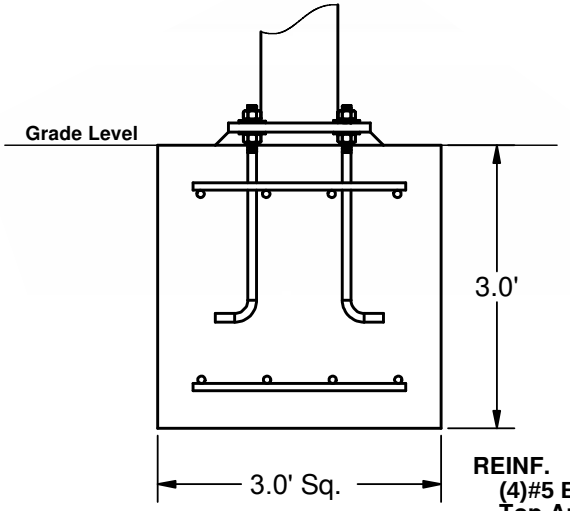
10’ x 10’ x 8’

MODEL #:
CU101008SG (With Glide Elbows)
CU101008SN (Without Glide Elbows)

REF.#	PART DESCRIPTION	QTY.
1	Column - 4" Sq. w/ Mounting Plate	1
2	Cantilever Arm/Crown - 4" Sq. / Ø5" / Ø2 1/2"	1
3	Rafter - ∅2 1/2" Swaged w/ Adjustment Plate	4
4	Strut - ∅1 1/4" Rigid	4
5	Canopy - 10' x 10' w/ Cable Insert	1
6	Hardware Kit	1
7	Anchor Hardware	1







FOOTING DETAIL

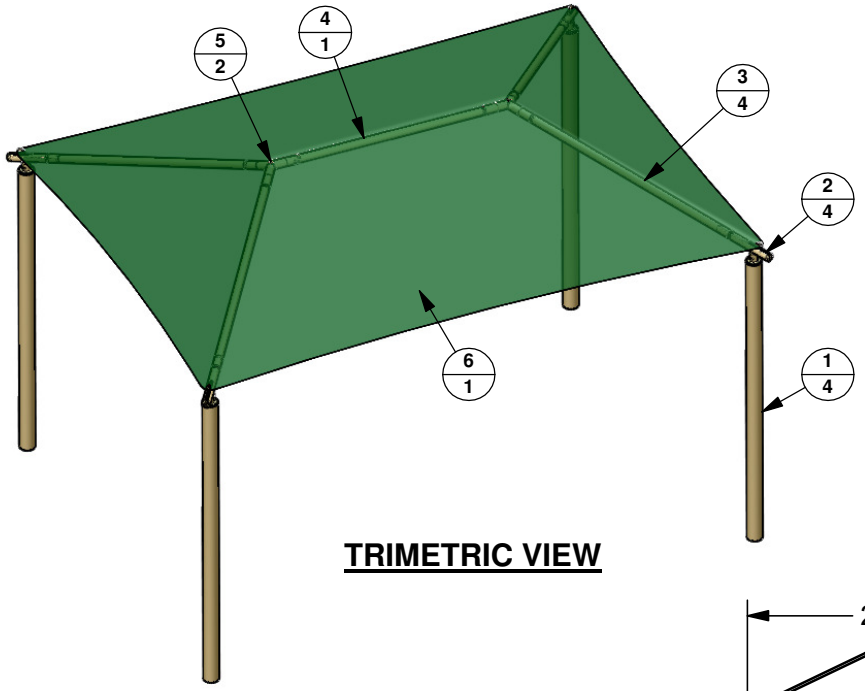
***Footing design based on 1500 PSF soil bearing pressure.**

SUPERIOR
RECREATIONAL PRODUCTS

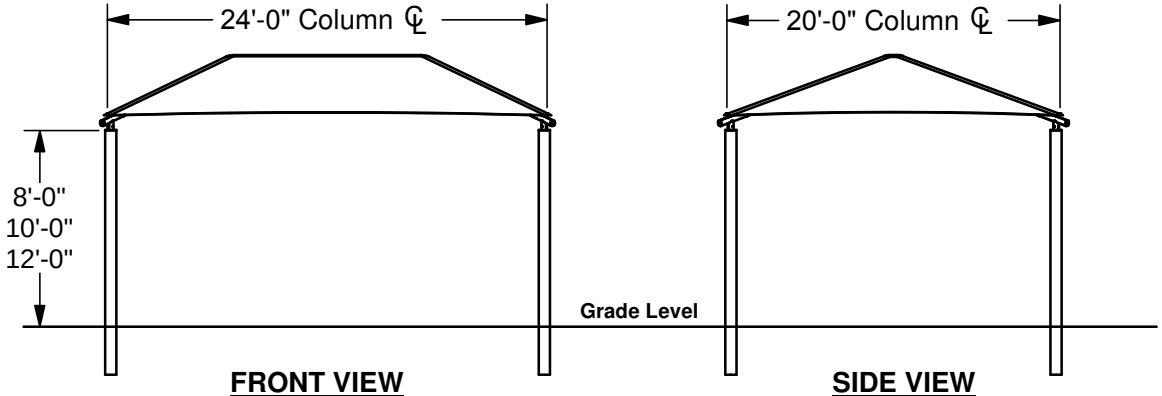
1050 Columbia Drive
Carrollton, Georgia
1.888.829.8997 | 770.834.2764 (f)

These drawings are for reference only and should not be used as construction details. Materials, fasteners, and foundations are subject to change if professionally sealed engineering drawings are required. Designed for 93 MPH Basic Wind Speed.

REF.#	PART DESCRIPTION	QTY.
1	Capped Column	4
2	Angled Elbow	4
3	Hip Rafter w/ Swaged End	4
4	Ridge Pole w/ Swaged Ends	1
5	Rectangular Profile "Y" Connection	2
6	Fabric Cover w/ Cable Insert	1
7	Frame Hardware Kit	4



TRIMETRIC VIEW



FRONT VIEW

SIDE VIEW

RD202408
RD202410
RD202412

Symbol Key:

1 — ITEM NUMBER

1/3 — ITEM NUMBER OVER QTY.

Superior Shade

150 Adamson Industrial Boulevard
Carrollton, GA 30117
1-888-829-8997

Description: Rectangular 4-Column Hip Shade		
Scale: Varies	Shade Style: Hip Design	Sheet: 1 of 1
Date:	Units: Inches / Feet	Proposal/SO No:

Superior Shade

SUPERIOR RECREATIONAL PRODUCTS
Superior Shade

Color Specs

- SD Red
- Orange
- Butterscotch
- SD Yellow
- *Patina Green
- DOT Green
- Teal
- *Roman Blue
- Blue
- Purple
- Fuschia
- Burgundy
- *Autumn Red
- Bronze
- Black
- Silver Metallic
- White
- Beige
- *Copper Penny

Powder-Coated Metal Colors



Weather-Shield™ is an extra step in our coating process, which offers enhanced corrosion protection to your playground. This is the standard metal treatment we offer for the sake of producing the highest quality products for our customers. We use Weather-Shield™ on all of our coated metals. The coating Process begins with our standard triple-coated, corrosion-resistant Allied steel tubing. Next, a layer of an environmentally-friendly epoxy powder coating—specially formulated to greatly improve corrosion protection, chemical resistance, and edge coverage—is applied. Finally we apply our polyester powder coating finish color, which offers superior protection against UV exposure. Perfect for harsh weather conditions or coastal locations, our Weather-Shield™ application processes will greatly lengthen the life of your playground investment.

*Indicates colors that are 30% gloss. All other colors are 90% gloss.

Colors may vary slightly from product due to printing process. Ask your Dealer for color samples.

Vinyl Post Pad

Red | Orange | Yellow | Green | Blue | Purple | Beige | Black



- Navy Blue
- Black
- True Blue
- Sky Blue
- Turquoise
- Forest Green
- RiverGum Green
- Sun Blaze
- Silver
- Cream
- Yellow
- Plain Beige

Shade Fabric Colors

SUPERIOR
RECREATIONAL PRODUCTS

1050 Columbia Drive, Carrollton, GA 30117
800.327.8774 | sales@siibrands.com

SHADE

BY SUPERIOR RECREATIONAL PRODUCTS

Shade Structure Material Specifications

FABRIC SPECIFICATIONS

- Shade fabric is made of UV stabilized cloth manufactured by ALNET or approved equal.
- The high density polyethylene material shall be manufactured with tensioned fabric structures in mind.
- The fabric knit is to be made using monofilament and tape filler which has a weight of 9.38 to 10.32 oz. sq. yd. Material to be Rachel-knitted to ensure material will not unravel if cut.
- Burst strength of 828 lbf (ASTM 3786).
- Cloth meets fire resistance tests as follows:

  Alnet Extra Block: California State Fire Marshall Reg. #F-93501

  Others: NFPA 701-99 (Test Method 2) and ASTM E-84

FABRIC PROPERTIES

STRETCH	STENTORED
Tear Tests (lbs/ft)	WARP 44.8 WEFT 44
Burst Tests (lbs ft)	828
Fabric Weight (oz/sqFT)	avg 1.02 to 1.07
Fabric Width	9’-10”
Roll Length	150’
Roll Size	63” x 16.5”
Weight	120 lbs.
Life Expectancy	10 years
Fading	Minimum fading after 6 years, 3 years for red and yellow
Temperature	-77 degrees
Maximum Temperature	+167 degrees

Continued on Page 2

- Shade protection and UV screen protection factors are as follows:

SHADE PROTECTION AND UV BLOCK OUT

Color	Shade Cover	UVR Block Out
True Blue	93%	89%
Beige	97%	87%
Forest Green	96%	94%
Sun Blaze	94%	91%
Silver	95%	93%
Black	98%	97%
River Gum Green	95%	92%
Sky Blue	95%	94%
Navy Blue	96%	95%
Turquoise	94%	94%
Yellow	76%	94%
Cream	74%	92%

THREAD

- Shall be 100% expanded PTFE fiber which carries a 10 year warranty that is high strength and low shrinkage.
- Shall have a wide temperature and humidity range.
- Abrasion resistant and UV radiation immunity.
- Shall be unaffected by non-hydrocarbon based cleaning agents, acid rain, mildew, chlorine, saltwater, and pollution.
- Lockstitch thread – 1200 Denier or equal.
- Chain stitch thread – 2400 Denier or equal.

STEEL TUBING

- All fabricated steel must be in accordance with approved shop drawings and calculations.
- All steel is cleaned, degreased or etched to ensure proper adhesion of Superdurable powder coat in accordance with manufacturer's specifications.
- All Steel used on this project needs to be new and accompanied by the mill certificates if requested. Structural steel tubing up to 5"-7 gauge shall be galvanized per Allied Steel FLO-COAT specifications. Schedule 40 black pipe fabrications shall be sand-blasted and primed as described below.
- All non-hollow structural shapes comply with ASTM A-36, unless otherwise noted.
- All hollow structural steel shapes shall be cold formed HSS ASTM A-53 grade C, unless otherwise noted.
- Plate products shall comply with ASTM A-36.

SUPERDURABLE POWDER COATING & PRIMING

- All non-galvanized steel shade to be sand-blasted and primed prior to Superdurable powder coating using reclaimable blast media in a mixture of GL50 & GL80 Steel Grit.
- All non-galvanized steel must be coated with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp. E396–GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer.

- Welds shall be primed with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer.
- All steel parts shall be coated for rust protection and finished with a minimum 3.5 mil thick UV-inhibited weather resistant Superdurable powder coating.
- Powder used in the Superdurable powder coat process shall have the following characteristics:

CHARACTERISTICS

N.3.1	Specific Gravity	1.68+/-0.05
N.3.2	Theoretical Coverage	114+/- 4 ft 2/lb/mil
N.3.3	Mass Loss During Cure	<1%
N.3.4	Maximum Storage Temperature	75˚ F

- Superdurable powder coating shall meet the following tests:

TESTS

ASTM	Gloss at 60 Degree	85-95
HOI TM 10.219	PCI Powder Smoothness	7
ASTM D2454-91	Over-Bake Resistance Time	200%
ASTM D3363-92A	Pencil Hardness	H-2H
ASTM D2794-93	Dir/Rev Impact, Gardner	140/140 in/lbs
ASTM D3359-95B	Adhesion, Cross Hatch	5B Pass
ASTM D522-93A	Flexibility Mandrel	¼" dia. No fracture
ASTM B117-95	Salt Spray	1,000 hours
UL DtOV2	Organic Coating Steel Enclosures, Elect Eq.	Recognized

- Application criteria:

APPLICATION CRITERIA

N.5.1	Electrostatic Spray Cold	Substrate:0.032 in. CRS
N.5.2	Cure Schedule	10 minutes at 400˚ F
N.5.3	Pretreatment	Bonderite 1000
N.5.4	Film Thickness	3.5 Mils

WELDING

- All shop welds shall be executed in accordance with the latest edition of the American Welding Society Specifications.
- Welding procedures shall comply in accordance with the AWS D1.1-AWS Structural Welding Code-Steel.
- All welds to be performed by a certified welder. All welds shall be continuous where length is not given, unless otherwise shown or noted on drawings.
- All welds shall develop the full strength of the weaker member. All welds shall be made using E70xx.035 wire.
- Shop connections shall be welded unless noted otherwise. Field connections shall be indicated on the drawings. Field welded connections are not acceptable.
- All fillet welds shall be a minimum of ¼" unless otherwise noted.
- All steel shall be welded shut at terminations to prevent internal leakage.

- Internal weld sleeving is not acceptable.
- On-site welding of any component is not acceptable.

SEWING

- On-site sewing of a fabric will not be accepted.
- All corners shall be reinforced with extra non-tear cloth and strap to distribute the load.
- The perimeters that contain the cables shall be double lock stitched.

INSTALLATION HARDWARE

- Bolt and fastening hardware shall be determined based on calculated engineering loads.
- All bolts shall comply with SAE-J429 (Grade 8) or ASTM A325 (Grade BD). All nuts shall comply with ASTM F-594, alloy Group 1 or 2.
- Upon request, Stainless Steel hardware shall comply with ASTM A-304.
- 1/4" galvanized wire rope shall be 7x19 strand with a breaking strength of 7,000 lbs. for shades generally under 575 sq. ft. unless requested larger by the customer. For shades over 575 sq. ft., cable shall be 5/16" with a breaking strength of 9,800 lbs. Upon request, 1/4" Stainless Steel wire rope shall be 7x19 strand with a breaking strength of 6,400 lbs. 5/16" Stainless Steel wire rope shall be 7/19 strand with a breaking strength of 9,000 lbs.
- All fittings required for proper securing of the cable are hot dipped galvanized.

CONCRETE

- Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318 unless specified by the governing municipality.
- Concrete specifications shall comply in accordance with, and detailed as per plans as follows:
    1. 28 Days Strength F'c = 2500 psi
    2. Aggregate: HR
    3. Slump: 3-5
    4. Portland Cement shall conform to C-150
    5. Aggregate shall conform to ASTM C-33
- All reinforcement shall conform to ASTM A-615 grade 60.
- Reinforcing steel shall be detailed, fabricated and placed in accordance with the latest ACI Detailing Manual and manual of Standard Practice.
- Whenever daily ambient temperatures are below 80˚ Fahrenheit, the contractor may have mix accelerators and hot water added at the batch plant (see table).

- The contractor shall not pour any concrete when daily ambient temperature is below 55˚ Fahrenheit.

TEMPERATE

Temperature Range	% Accelerator	Type Accelerator
75-80˚	1%	High Early (non calcium)
70-75˚	2%	High Early (non calcium)
Below 70˚	3%	High Early (non calcium)

FOOTINGS

- All anchor bolts set in new concrete shall be ASTM A-307, or ASTM F-1554 if specified by engineer.
- All anchor bolts shall be zinc plated unless specified otherwise.
- Footing shall be placed in accordance with and conform to engineered specifications and drawings.

Commercial 95™

Synthesis Advanced Polymer Fabrics

Rev.7 10/08

Product Profile **Shadecloth Range**

Product Description

Commercial 95™ is a high quality knitted shade fabric supplied in bulk rolls, designed for tension structures, awnings and shade covers specifically for commercial architectural applications.

Material

Yarn	UV stabilised HDPE
Construction	Monofilament & tape
Pattern	Lock-stitch knitted
Temperature range	-22°F to +167°F

Features

Strong HDPE fabric won't rot or absorb moisture.
Stentered (heat-set) to reduce shrinkage and for ease of fabrication.
10 year UV degradation warranty on fabric.
Engineered in Australia to meet the harsh climate.

Usage Instructions

Do not use against flames.
Contact with organic solvents, halogens or highly acidic substances may reduce the service life of the fabric and void the warranty.
Biaxial elastic material properties available on request.

Properties

Nominal fabric mass	10 ½ oz/sq. Yd
(ASTM D3776-1985)	(340 gsm)
Approximate thickness	63 mils

Performance

Tensile Strength - Warp	240 lbs
Elongation at break	142 %
Tensile Strength - Weft	535 lbs
Elongation at break	60%
(ASTM D5034-1995 – grab test)	
Tongue Tear – Warp avg	49 ¾ lbs
Tongue Tear – Weft avg	54 ½ lbs
(ASTM D2261-19996)	
Trapezoidal Tear – Warp avg	85 ½ lbs
Trapezoidal Tear – Weft avg	190 ½ lbs
(ASTM D5587-2003)	
Bursting Pressure (mean)	508 psi
(ASTM D3786-2001)	
Bursting Force (mean)	457 lbf
(ASTM D3787-2001)	

Flammability

data available on request

Tested to AS 1530 Part 1 & 2
Tested to NFPA 701-99 Method 2
Tested to ASTM E84-00

Colour	Code	Nom Width	Length	Cover Factor	Shade Factor	Av % Trans	Av. UVR Trans	Av. PAR Trans	% UVR Block	UPF Rating	UPF Mean
Aquatic Blue	444938	9' 10" (folded)	54 ¾ Yd	96.8%	90.2	9.8%	6.4%	11.2%	93.6%	15.0	32.2
Black	444945			98.2%	97.4	2.6%	2.6%	2.7%	97.4%	35.0	59.8
Brunswick Green	444952			96.2%	93.9	6.1%	4.9%	6.3%	95.1%	15.0	32.6
Charcoal	444969			94.7%	94.2	5.8%	5.3%	5.8%	94.7%	11.4	23.2
Cherry Red	444976			90.1%	75.3	24.7%	10.7%	22.4%	89.3%	8.8	12.1
Desert Sand	444983			94.0%	85.0	15.0%	3.6%	16.1%	96.4%	10.0	20.3
Deep Ochre	444990			95.1%	91.3	8.7%	5.6%	8.5%	94.4%	12.1	26.3
Natural	445003			97.9%	74.3	25.7%	3.2%	30.1%	96.8%	35.0	62.4
Navy Blue	445010			96.2%	94.4	5.6%	4.8%	5.7%	95.2%	14.7	33.3
Rivergum Green	445027			94.7%	85.0	15.0%	7.7%	15.6%	92.3%	12.6	20.8
Sky Blue	445034			95.2%	90.4	9.6%	6.2%	9.9%	93.8%	16.0	21.3
Steel Grey	445041			95.6%	88.4	11.6%	7.0%	12.3%	93.0%	13.1	26.1
Terracotta	445058			93.0%	87.4	12.6%	9.0%	12.1%	91.0%	10.1	15.4
Turquoise	445058			94.0%	90.0	10.0%	5.7%	11.7%	94.3%	11.9	18.0
Yellow	445072			98.3%	77.2	22.8%	2.9%	25.0%	97.1%	45.0	71.3

Approx. roll weight: 122 lbs
Approx. roll diameter: ~ 16"
Core diameter: ~ 1 ½ "

Tested according to AS 4174 Synthetic Shadecloth
Av. % Transmis. = Average % Transmission within the 290-770nm spectrum
Av. UVR Transmis. = Average % Transmission within the 290-400nm spectrum
Av. PAR Transmis. = Average % Transmission within the 408-770nm spectrum
UPF (Ultraviolet Protection Factor)
UPF (Rating) = actual rating assigned to material tested, inc standard deviation.
UPF (Mean) = average of UPF values tested, excludes standard deviation.

The above results are typical averages from independent testing and quality assurance testing and are not to be taken as a minimum specification nor as forming any contract between Gale Pacific and another party. Due to continuous product improvement, Product Profiles are subject to alteration without notice.
Notice: As the use and disposal of this product are beyond Gale Pacific's control, regardless of any assistance provided without charge, Gale Pacific assumes no obligation or liability for the suitability of its products in any specific end use application. It is the customer's responsibility to determine whether Gale Pacific's products are appropriate for the specific application and complies with any legal & patent regulations.

FOR MORE INFORMATION – PLEASE CONTACT:

Australia	Gale Pacific Ltd. PO Box 892, Braeside, Victoria, 3195	Phone +61 3 9518 3399	Fax +61 3 9518 3398
NZ	Gale Pacific (NZ) Ltd. PO Box 15118 Aranui, Christchurch	Phone +64 3 373 9500	Fax +64 3 373 9501
UAE	Gale Pacific FZE. PO Box 17696, Jebel Ali, Dubai	Phone +971 4 881 7114	Fax +971 4 881 7167
USA	Gale Pacific Inc. PO Box 951509, Lake Mary, Florida, 32795-1509	Phone +1 407 333 1038	Fax +1 407 333 7716

Shade Warranty

GENERAL CONDITIONS

The warranty set forth shall be the purchaser's sole and exclusive warranty. All warranties below are effective from the date of delivery by Superior Shade, its subsidiaries, or agents. Superior Shade reserves the right to repair or replace any item covered by this warranty.

- This warranty will be void if the structures are not paid for in full. The warranty is void if the structures are not installed in strict compliance with the manufacturer specifications.
- Purchaser shall notify Superior Shade or its agent in writing detailing any defect for which a warranty claim is being made.
- Superior Shade shall not in any event be liable for indirect, special, consequential or liquidated damages.
- Superior Shade specifically denies the implied warranties of fitness for a particular purpose and merchantability.
- The warranty is void if any changes, modifications, additions or attachments are made to the structures or fabric without the written consent of the manufacturer.
- No signs, objects, ornaments, fans, lights, fixtures or decorations may be hung from the top part of the structure, unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.
- 1 year limited warranty on all moving parts and any item not specifically listed above.

THREAD

Thread shall be 100% expanded PTFE fiber that is high strength and low shrinkage, which carries a 10 year warranty. This warranties that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather and water. All other warranties disclaimed.

FABRIC

Superior Shade fabrics carry a ten-year limited manufacturer's warranty from the date of delivery against failure from significant fading*, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, Superior Shade will manufacture and ship a new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

**The colors Red and Yellow are warranted against significant fading for only two years.*

If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by Superior Shade or its agents.

This warranty shall be void if damage to or failure to the shade structure is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

All fabric tops are warranted for sustained winds up to 76mph (hurricane force 1) and for gusts of up to 3 seconds duration up to 90mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season".

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces or ridge beams, or if the fastening apparatus is not secured accordingly.

Superior Shade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. The company does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason it may determine, without recourse by the owner of the discontinued fabric color.

STEEL STRUCTURE

The structural steel frames are covered for a period of twenty years against failure due to rust-through corrosion under normal environmental conditions. Workmanship is warranted for a period of five years.

Structures are warranted for winds up to 90 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer following the instructions in APPENDIX A below.

This steel warranty shall be void if damage to the steel frame is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

SUPERDURABLE POWDER COAT FINISH

The limited warranty for powder coating provides for the following after a five year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a ΔE of < 7.5 units for high chroma colors, (Yellows, Reds, Oranges, Etc.) and a ΔE of < 5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than a numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

ACTS OF NATURE

This warranty does not cover natural disasters, such as earthquakes, shifts of terrain, or tornadoes. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued.

Appendix A: Proper Care, Maintenance, and Safe Removal of the Shade Canopy

AVOID

SNOW, ICE, AND HIGH WINDS: Remove the canopy in winter conditions as ice and snow loads are not covered by the warranty. The same goes for winds in excess of hurricane force 1.

SHARP OBJECTS: Always avoid dragging the fabric across surfaces, etc. Roll or fold the fabric and carry it. Avoid sharp objects, bolts, snags, and other protrusions including mounting hardware.

OBSTRUCTIONS: Keep foliage, such as tree limbs, shrubbery, and bushes, trimmed back and away from fabric at least three to four feet.

SOURCES OF HEAT: Avoid contact with heat sources such as hot lights, torches, and avoid using grills, etc. under the fabric.

CLEANING THE FABRIC

The fabric itself is generally maintenance free with the exception of necessary removal due to weather or seasonal requirements. The fabric does not harbor mildew or mold, but residues such as tree sap, leaves, bird droppings, dust and dirt may need to be

removed. To clean the fabric, use water and mild soap. A soft mop or soft broom may also be used. Cleaners that do not contain hydrocarbons, solvents, bleach or ammonia may be used. Use of solvents, hydrocarbons, bleach, and ammonia type cleaners will void the fabric warranty. A pressure washer may be used if necessary using a wide-spray nozzle.

CABLES AND HARDWARE

It is recommended that the cables be replaced every 3 to 4 years or if corrosion is visible, whichever comes first. The cable ends must be wrapped with tape to secure any wires; thus, preventing the wires from tearing the fabric. Taping must be done when removing old cable as well as when installing new cable. Clamps should be replaced when the cable is replaced. If the cable appears slack on a still day (no wind), immediately have the cable and clamps re-tightened by a qualified person. The cable should not be slack.

GLIDE ELBOW™

Lubricate Glide Elbows™ annually and before operating. A waterproof grease is recommended such as a lithium-based grease or anti-seize thread lubricant.

STORAGE

Fabric must be stored in a clean, dry place free from snags, sharp edges, etcetera. The storage area must be rodent-free. Wrap all hardware fittings with rags or some other protector, as they can damage the fabric.

UNINSTALLING THE SHADE CANOPY

NECESSARY CARE: It is important to take necessary care when handling the fabric during removal and installation to prevent damage to the fabric as well as SAFE control of the fabric in a breeze or wind. The fabric is tough and engineered for use as a shade, but it can tear or cut when or if pulled over a snag or sharp item; it can puncture from bolts or other protruding objects; and it can melt from objects such as like cigarettes, matches, hot torch tips, sparks and the like. In addition, care must be exercised to avoid the fabric hooks after the fabric is unhooked from the elbow corners and sides of the structure where there are intermediate supports. It is best to wrap any connected mounting hardware to prevent it from harming the fabric.

PROPER AND SAFE: Based on the size of the canopy, several persons may be needed to properly and safely handle the fabric during the uninstalling process. You will need several commercial ladders or other means to work safely at heights such as scissor lifts, etc. It is advised that you pad the post side of the ladder and tie the ladder to the post. The pad is to protect the post finish. Also keep in mind that every 100 square feet of fabric (10’ X 10’) weighs approximately five pounds; a large canopy can get heavy fast. For proper control of the fabric, read below. It is best to remove the fabric on a still day. Do not attempt to remove the canopy in strong or gusty winds.

REMOVAL OF THE CANOPY: Do not attempt to remove the canopy in strong or gusty winds.

STANDARD ELBOWS: For shade structures with Standard Elbows, loosen the turnbuckle several turns in order to put enough slack in the cable to allow the fabric and cable to unhook from all the elbow hooks. Attach 3/8” or larger ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables from each corner.

On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. It may help to wrap the rope around a column to help hold it from getting caught in the wind. Fold the fabric back away from the hooks. Now it will be necessary to remove the cable clamps to allow the cable to be free from the structure and the turnbuckle. If the cable ends are frayed, wrap them with tape. It is usually not necessary nor is it recommended that the cable be removed from the canopy. With a person on each rope, starting at the windy side, gently pull the canopy down in between the framework of the structure. The side away from the wind can be guided with the ropes toward the persons pulling the canopy down.

It is important when reinstalling the canopy, that it is put back in its original orientation to the structure. Starting at the turnbuckle corner, the fabric and cable corners should be returned to their original positions.

GLIDE ELBOWS: For shade structures with Glide Elbows, remove the protective covers from the ends of the glide elbows. Then, using the proper wrench, turn the hex nuts on the end of the Glide Elbow to run the glide hooks to their top most position. Do no loosen the cable clamps, leave the cable intact. Attach 3/8" ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the wind and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables. On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. Fold the fabric back away from the hooks. It is a good idea to put the Glide Elbow protective covers back in place. With Glide Elbow installations it is not necessary to loosen or remove the cable clamps nor to remove the cable from the canopy. If the cable ends are frayed, wrap them with tape.
When uninstalling the canopy, mark or identify the corner of origin in such a way that when reinstalling the canopy, it is put back in its original orientation to the structure. The fabric and cable corners should be returned to their original positions when reinstalling the canopy. The cable and fabric should tighten properly when the glide elbows are adjusted down into their tension positions.

SHADE SAILS WITH FANS: For shade sails equipped with fans, loosen the adjustable threaded rod several turns in order to put enough slack in the cable to allow the shackle pin to be removed (do not remove the pins until the fabric corners have been secured with ropes). Attach 3/8" or larger ropes to each corner of the fabric and fan before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the shackle from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the shackles and lower the fabric and cable to the ground.

REINSTALLING HINTS

Using the same rope technique, install from the windy side (if it is breezy) making sure to secure these ropes to the posts. Then, throw the remaining corner ropes over the structure and gently pull the canopy into position. The cables and fabric corners can now be fastened on the hooks (and cable guides if so equipped). Next reinstall the clamps if applicable and tightened the cable with the turnbuckle or the Glide Elbows. Do not attempt to install the canopy in strong or gusty winds.

duraSAFE™
RUBBER PLAYGROUND TILES

LIMITED LIFETIME PRODUCT WARRANTY

Effective as of: YR / MO / DAY **Last Revised:** May 26, 2016

sofSURFACES Inc. warrants that duraSAFE tiles will be free from defects in materials and workmanship. sofSURFACES further warrants that duraSAFE tiles comply with the requirements of the ASTM F1292-13 standard specification for impact attenuation.

What does the warranty cover?

Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface. The product will comply with the requirements of ASTM F1292-13 at the height for which the duraSAFE product was rated by the manufacturer at the time of purchase.

What will we do?

Any segment of a duraSAFE surface that fails to meet the warranty criteria will be repaired or replaced, at and in conjunction with the warranty coverage schedule below.

Warranty Coverage

sofSURFACES shall be responsible for 100% of the product cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product.

Where any product is found to be defective or not in compliance with the warranty herein more than six (6) years following the original shipment of the product, sofSURFACES shall be responsible for 50% of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such costs):

# OF YEARS FROM DATE OF ORIGINAL SHIPMENT TO DATE OF CLAIM	% OF CURRENT LIST PRICE OF PRODUCT FOR WHICH SOFSURFACES IS RESPONSIBLE
0-6 years	100%
more than 6 years	50%

Warranty Exclusions

Product failure caused by accidents, misuse, natural disasters, vandalism, improper installation, or maintenance and the like (see installation care and maintenance instructions).

- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Black transfer which can occur over time to recycled rubber
- Failure due to improper sub-surface preparation
- Punctures from extreme high forces, such as high heels, narrow tipped chair or table legs, kickstands and pogo sticks
- Use of the product in a manner not intended for its manufactured application

How to submit a warranty claim

A warranty claim should be made directly to sofSURFACES. Please provide a description of the claimed defect, the date the defect was discovered, photographic images and the project name, site address, phone and email address so we can contact you and request additional information if required to process your claim.

Additional Considerations

sofSURFACES' liability is limited to the material and transportation costs of repair or replacement of the product at sofSurfaces option. Where duraSAFE is installed only in high traffic areas or installed in combination with other surfacing products not sold by sofSURFACES, such duraSAFE are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished products will extend only for the time remaining under the original warranty.
- sofSURFACES reserves the right to discontinue or change any design or color of any products at any time without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, a suitable replacement of comparable quality and price will be recommended.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state and province to province.

PATENTED TILE KROS LOCK LOCKING SYSTEM

MATERIALS · WORKMANSHIP LIMITED ASTM WARRANTY F1292 LIFETIME IMPACT ATTENUATION

INTERNATIONAL PLAY EQUIPMENT PUBLIC PLAY SURFACING IPEMA CERTIFIED TO ASTM F1292 MANUFACTURERS ASSOCIATION

To verify product certification, visit www.ipema.org.



For future reference, please record your sofSURFACES 5-Digit Sales Order Number and Date of Purchase Here.

Sales Order Number: ORD_ _ _ _ _ Date of Purchase: YR / MO / DAY

sofSURFACES RUBBER TILE SOLUTIONS

We'd like to hear from you! Comments and photos are always welcome!

4393 Discovery Line, Petrolia, ON NON 1RO www.sofsurfaces.com info@sofsurfaces.com

WARRANTY

Including Appendix A, "PROPER CARE, MAINTENANCE AND SAFE REMOVAL OF THE SHADE CANOPY"

General Conditions:

- The warranty set forth shall be the purchaser's sole and exclusive warranty.
- All warranties below are effective from the date of delivery by Superior Shade, its subsidiaries or agents.
- Labor for the removal, installation and/or freight will be covered in full for a period of 12 months from the date of delivery for warranty claims; following that, labor for the removal, installation and/or freight will be at the customers' expense and the warranty will only be applicable to the repair or replacement of the defective materials.
- Superior Shade reserves the right to repair or replace any item covered by this warranty.
- This warranty will be void if the structures are not paid for in full.
- The warranty is void if the structures are not installed in strict compliance with the manufacturer specifications.
- Purchaser shall notify Superior Shade or its agent in writing detailing any defect for which a warranty claim is being made.
- Superior Shade shall not in any event be liable for indirect, special, consequential or liquidated damages.
- Superior Shade specifically denies the implied warranties of fitness for a particular purpose and merchantability.
- The warranty is void if any changes, modifications, additions or attachments are made to the structures or fabric without the written consent of the manufacturer.
- No signs, objects, ornaments, fans, lights, fixtures or decorations may be hung from the top part of the structure, unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.

Thread:

- Shall be 100% expanded PTFE fiber that is high strength and low shrinkage which carries a 10 year warranty.
- This warranties that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather and water.
- All other warranties are disclaimed.

Fabric:

- Superior Shade fabrics carry a ten-year limited manufacturers warranty from the date of delivery against failure from significant fading*, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. Should the fabric need to be replaced under the warranty, Superior Shade will manufacture and ship a new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years. *The colors Red and Yellow are warranted against significant fading for only two years.
- If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

- Fabric curtains, valences or flat vertical panels are not covered under the warranty.
- Fabric is not warranted where it is installed on a structure that is not engineered and built by Superior Shade or its agents.
- This warranty shall be void if damage to or failure to the shade structure is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism or any act of God, including but not limited to wind in excess of the wind limitations set forth below.
- All fabric tops are warranted for sustained winds up to 76mph (hurricane force 1) and for gusts of up to 3 seconds duration up to 90mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season".
- The structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces or ridge beams.
- Superior Shade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. The company does not warranty that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason it may determine, without recourse by the owner of the discontinued fabric color.

Steel Structure:

- The structural steel frames are covered for a period of twenty years against failure due to rust-through corrosion under normal environmental conditions.
- Workmanship is warranted for a period of five years.
- Structures are warranted for winds up to 150mph only if shade canopies have been removed as per requirement set forth above in the **Fabric** paragraph. Removal and reinstallation must be performed by a qualified person or authorized dealer following the instructions in APPENDIX A below.
- This steel warranty shall be void if damage to the steel frame is caused by the installer, or from physical damage, damage by salt spray, or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

Powder Coat Finish:

- The factory applied powder coat finish is warranted for a period of ten years under normal environmental conditions. This warranty does not cover cosmetic issues such as fading, discoloration, or weathering.
- This finish warranty shall be void if damage to the powder coat is caused by the installer, or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, thinners, degreasers, hydrocarbon containing solvents, pollution, misuse, vandalism or any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. The owner must report any defects in the powder coat at the time the installation is completed.

Acts of Nature:

- This warranty does not cover natural disasters, such as earthquakes, shifts of terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued.

APPENDIX A

PROPER CARE, MAINTENANCE AND SAFE REMOVAL OF THE SHADE CANOPY

THINGS TO AVOID

SNOW, ICE and HIGH WINDS: Remove the canopy in winter conditions, ice and snow load are not covered by the warranty. The same goes for winds in excess of hurricane force 1.
SHARP OBJECTS: Always avoid dragging the fabric across surfaces, etc. Roll or fold the fabric and carry it. Avoid sharp objects, bolts, snags, and other protrusions including mounting hardware.
OBSTRUCTIONS: Keep foliage, such as tree limbs, shrubbery, bushes, etc. trimmed back and away from fabric at least three to four feet.
SOURCES OF HEAT: Also avoid contact with heat sources such as hot lights, torches, and avoid using grilles, etc. under the fabric.

CLEANING THE FABRIC

The fabric itself is generally maintenance free with the exception of necessary removal due to weather or seasonal requirements. The fabric does not harbor mildew or mold, but residues may. Residues such as tree sap, leaves, bird droppings, dust & dirt, etc. may need to be removed. To clean the fabric, use water and mild soap. A soft mop or soft broom may also be used. Cleaners that do not contain hydrocarbons, solvents, bleach or ammonia may be used. Use of solvents, hydrocarbons, bleach, and ammonia type cleaners will void the fabric warranty. A pressure washer may be used if necessary using a wide-spray nozzle.

CABLES AND HARDWARE

It is recommended that the cables be replaced if corrosion is visible, or every 3 to 4 years whichever comes first. The cable ends must be wrapped with tape to secure any wires thus preventing the wires from tearing the fabric. Taping must be done when removing old cable as well as when installing new cable. Clamps should be replaced when the cable is replaced.

If the cable appears slack on a still day (no wind), immediately have the cable and clamps retightened by a qualified person. The cable should not be slack.

GLIDE ELBOWS

Lubricate glide elbows annually, and before operating. A waterproof grease is recommended such as a lithium based grease or anti-seize thread lubricant.

STORAGE

Fabric must be stored in clean dry place free from snags, sharp edges, etc. The storage area must be rodent-free. Wrap all hardware fittings with rags, etc. as they can damage the fabric.

UNINSTALLING THE SHADE CANOPY

NECESSARY CARE

It is important to take **necessary care** when handling the fabric during removal and installation to prevent damage to the fabric as well as **SAFE** control of the fabric in a breeze or wind. The fabric is tough and engineered for use as a shade, but it can tear or cut when or if pulled over a snag or sharp item; it can puncture from bolts or other protruding objects; and it can melt from things like cigarettes, matches, hot torch tips, sparks and the like. In addition, care must be exercised to avoid the fabric hooks after the fabric is unhooked from the elbow corners and sides of the structure where there are intermediate supports. It is best to wrap any connected mounting hardware to prevent it from harming the fabric.

PROPER AND SAFE
Based on the size of the canopy, several persons may be needed to **properly and safely handle** the fabric during the uninstalling process. You will need several commercial ladders or other means to work safely at heights such as scissor lifts, etc. It is advised that you pad the post side of the ladder and tie the ladder to the post. The pad is to protect the post finish. Also keep in mind that every 100 square feet of fabric (10' X 10') weighs approximately five pounds; a large canopy can get heavy fast. For proper control of the fabric, read below. It is best to remove the fabric on a still day. **Do not attempt to remove the canopy in strong or gusty winds.**

INSTALLATION IN REVERSE
Refer to the **Installation Instructions pages 7 and 8 (enclosed)**. Determine which style elbows (corners) are installed on your structure. Begin on page 8, at either Step 11 or Step 9 - depending on which style elbow is on your structure. In general, uninstalling the canopy means following these pages in reverse. **Do not attempt to remove the canopy in strong or gusty winds.**

1. For shade structures with Standard Elbows, loosen the turnbuckle several turns in order to put enough slack in the cable to allow the fabric and cables to unhook from all the elbow hooks. **Attach 3/8" or larger ropes** to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables from each corner.

On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. It may help to wrap the rope around a column to help hold it from getting caught in the wind. Fold the fabric back away from the hooks.

Now it will be necessary to remove the cable clamps to allow the cable to be free from the structure and the turnbuckle. If the cable ends are frayed, wrap them with tape. NOTE: It is usually not necessary nor is it recommended that the cable be removed from the canopy.

With a person on each rope, starting at the windy side, gently pull the canopy down in between the framework of the structure. The side away from the wind can be guided with the ropes toward the persons pulling the canopy down.

IMPORTANT HINT: It is important when reinstalling the canopy, that it is put back in its original orientation to the structure. Starting at the turnbuckle corner, the fabric and cable corners should be returned to their original positions.

2. For shade structures with Glide Elbows, remove the protective covers from the ends of the glide elbows. Then, using the proper wrench, turn the hex nuts on the end of the Glide Elbow to run the glide hooks to their top most position. Do not loosen the cable clamps, leave the cable intact. **Attach 3/8" ropes** to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the wind and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables.

On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. Fold the fabric back away from the hooks.

It is a good idea to put the Glide Elbow protective covers back in place. NOTE: With Glide Elbow installations it is not necessary to loosen or remove the cable clamps nor to remove the cable from the canopy. If the cable ends are frayed, wrap them with tape.

IMPORTANT HINT: When uninstalling the canopy, mark or identify the corner of origin in such a way that when reinstalling the canopy, it is put back in its original orientation to the structure. The fabric and cable corners should be returned to their original positions when reinstalling the canopy. The cable and fabric should tighten properly when the glide elbows are adjusted down into their tension positions.

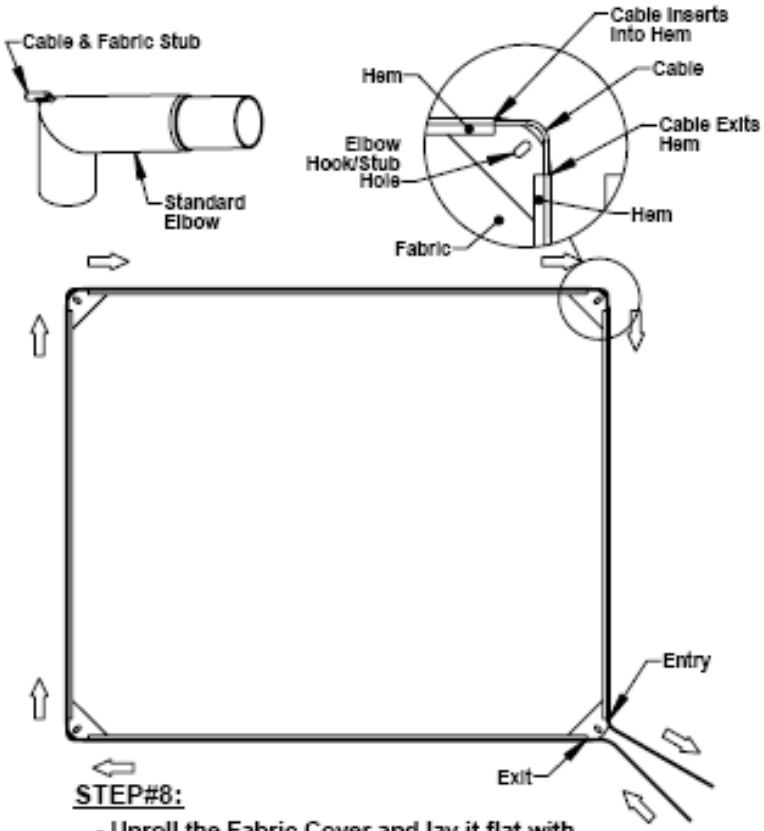
3. For shade sails equipped with fans, loosen the adjustable threaded rod several turns in order to put enough slack in the cable to allow the shackle pin to be removed (do not remove the pins until the fabric corners have been secured with ropes). **Attach 3/8" or larger ropes** to each corner of the fabric and fan before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the shackle from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the shackles and lower the fabric and cables to the ground.

REINSTALLING HINTS

Using the same rope technique, install from the windy side (if it is breezy) making sure to secure these ropes to the posts. Then, throw the remaining corner ropes over the structure and gently pull the canopy into position. The cables and fabric corners can now be hooked on the hooks (and cable guides if so equipped). Next reinstall the clamps if applicable and tightened the cable with the turnbuckle or the Glide Elbows. **Do not attempt to install the canopy in strong or gusty winds.**

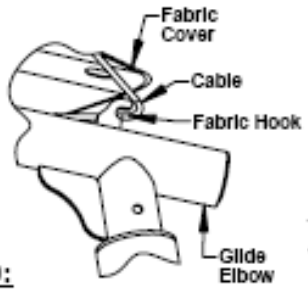
For help call Superior Shade at 1-888 829 8997

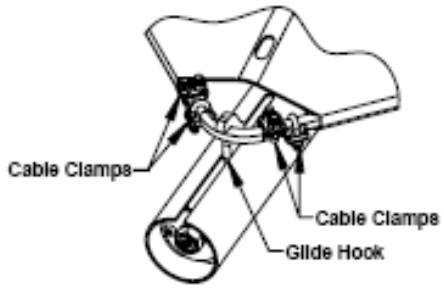
See Install instructions pages 7 & 8 attached



STEP#8:

- Unroll the Fabric Cover and lay it flat with the bottom (Hem side) up.
- Insert one end of the cable into the one of the two Hem openings at a corner. Feed the cable through the hem until it exits at the next corner. Pull the cable completely through leaving 1'- 3"' at the insertion end.
- Tuck the end that just exited back into the adjacent hem on the same corner.
- Repeat this procedure until both ends exit the same corner.





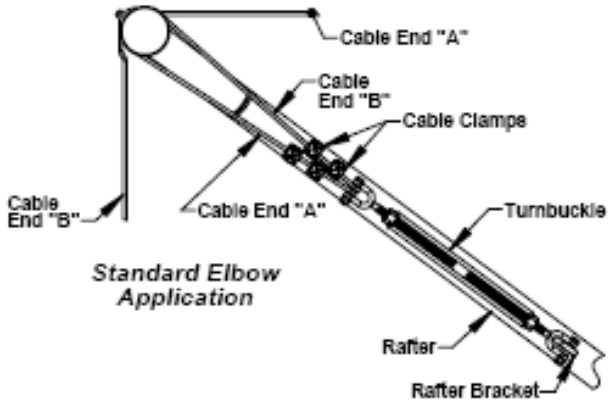
STEP#9:

Securing Fabric Cover

Before attaching fabric make sure that all glide hooks are in their highest position at the back end of the slot.

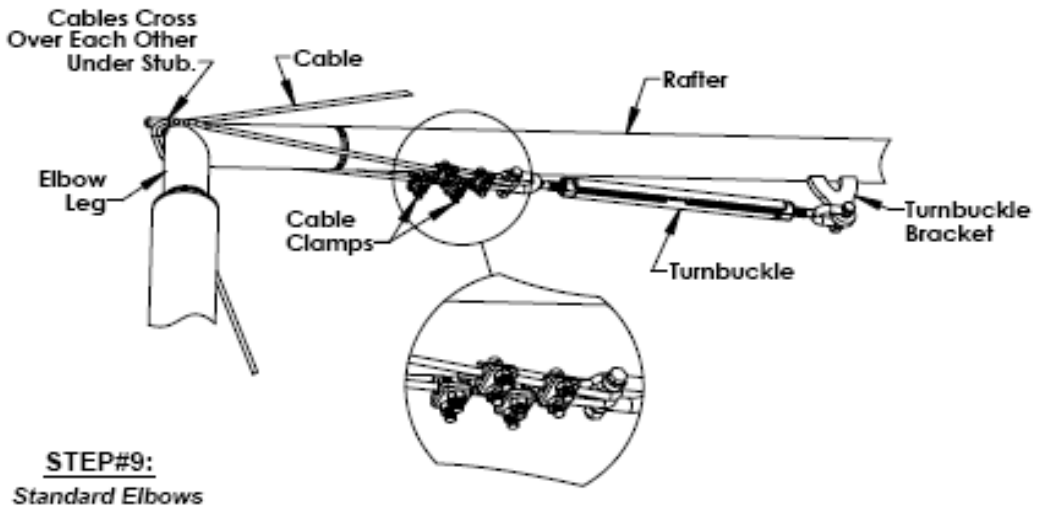
- Working from either end of the structure, pull the Fabric cover over the framework with the HEM SIDE DOWN.
- Start with one of the corners without the loose ends. Pull the cable over the hook.
- Pull the Fabric over the hook inserting hook through hole in fabric corner.
- Repeat procedure at all corners without the loose ends. Be sure that cable is always below fabric. NOTE: Fabric will be tight and may need pulled over hooks.
- Cross cables over within hook at the remaining corner. Draw cables tight removing all slack. Secure the cables together with two clamps on either side of hook.

Tuck loose cable ends back into fabric hems.



Standard Elbow Application

PAGE #7



STEP#9:

Standard Elbows

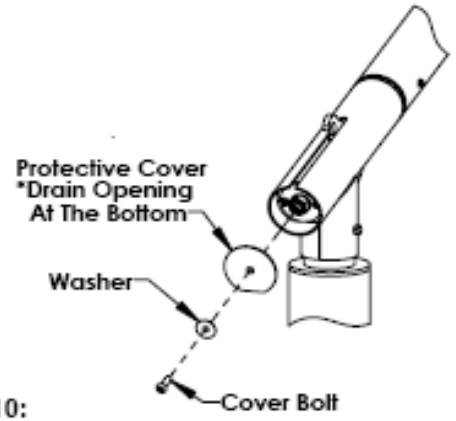
-Locate the Rafter with the Turnbuckle Bracket. This will be the corner where the loose cable ends of the Fabric cover will be located.

-Starting at the corner diagonal to the loose cables, pull the cable and Fabric corner hole over the stub welded to the tip of the Elbow. Cable must go over first.

- Move to the adjacent two corners and repeat this procedure.
  NOTE: Fabric will be tight and may need pulled by rope and guided over stub.
- Attach one end of the supplied Turnbuckle to the Bracket. Extend the Turnbuckle to near full length leaving one inch of threads unused at each end.

-Pull one of the loose cable ends around the Elbow leg under the stub. Run the cable end up the rafter and loop it through the remaining Turnbuckle end. Pull cable snug tight and secure snug tight with cable clamp.

- Repeat this procedure with remaining cable end crossing over the first cable under stub. Pull this cable as tight as possible before clamping.
- Pull Remaining Fabric corner hole over Elbow stub using rope if necessary.
- Re-adjust both cables as tight as possible before securing with two cable clamps per cable.
- Rotate Turnbuckle to apply more tension to cables being careful not to over tighten.



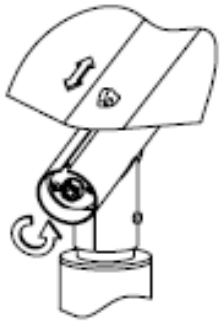
STEP#10:

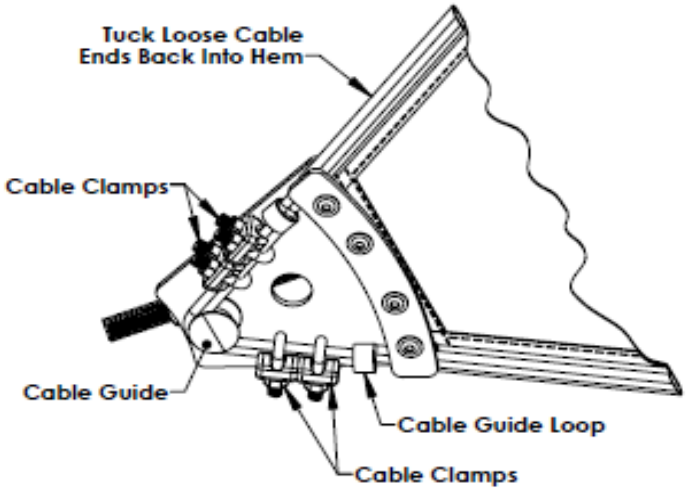
Glide Elbow:

- Remove protective cover from Elbow end using standard Allen head wrench or provided T-45 Torx wrench.

STEP#11:

- Rotate Hex Nuts within Elbow ends the same amount at all corners to tension or loosen Fabric Cover. Be careful not to over tighten cable and fabric.
- Re-insert protective covers and secure with hardware.





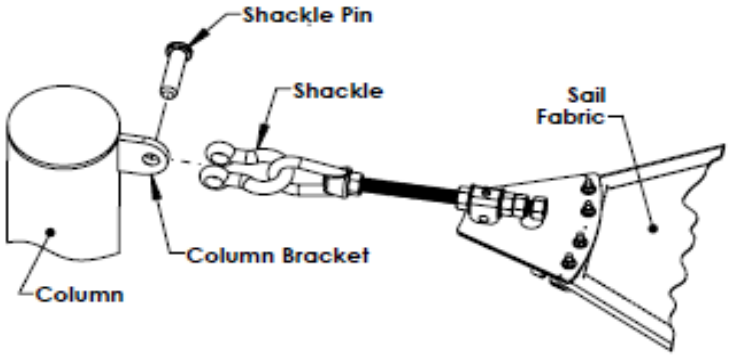
STEP #6

Locate the starting corner with the dangling cables for each individual sail.

Make sure that the cables still pass through the Guide Rings before crossing each cable around the cable guide from opposite sides.

Pull on cable ends to remove any slack along fabric edges and adjacent corners.

Secure loose cable ends to adjacent cable with provided clamps. Tuck cable ends back into respective fabric hem.



SAIL REMOVAL

In the event of severe weather, fabric removal is highly recommended.

Remove the Shackle Pin from each corner attachment location. End of Pin is threaded into shackle.

Roll fabric up neatly.

Store in a warm dry area off of the ground until ready to re-install.

Product Limited Warranty

01/01/2015

This warranty is exclusive and shall be accepted in lieu of all other warranties.
All product and/or service warranties begin on the date shown on the official sales invoice document.

Should any breach of this warranty appear within the stated applicable warranty period, Themed Concepts™, shall, upon notification in writing of the defect, correct such nonconformity either by repairing any defective product or parts, or by making available a replacement part at Themed Concepts option, within 60 days of written notification. Option to repair or replace product or parts shall be at the sole discretion of Themed Concepts. Themed Concepts shall make repairs to the product or part on site, deliver the repaired or replaced product or part to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective product or parts and the installation of any replacement product or parts. Replaced or Repaired parts shall be warranted for the balance of the original part's applicable warranty period. Replacement of a product or part shall not, under any circumstance, exceed the suggested retail price of the product or part at the original date of purchase.

All warranties are null and void if the products and/or part(s) are not erected and installed properly and in total conformity with Themed Concepts installation instructions and maintained and inspected in accordance to procedures furnished by Themed Concepts.

Themed Concepts does not warranty any wear and tear resulting from normal use of the product. Cosmetic issues such as surface scratches, chips, hairline cracks, wearing or fading paint, efflorescence visible on the product, or plastic warping or gaping as well as other cosmetic issues are not covered. Any deviation from the installation instructions and/or recommended maintenance procedures provided by Themed Concepts to the customer will void any manufacturers warranty on the product. Themed Concepts does not warranty any product failure or damage due to vandalism.

Themed Concepts shall not be held liable due to unforeseen circumstances or causes beyond its control, including but not limited to strike, embargo, riot, war, fire, act of God, vendor delays, or subcontractor or customer caused delays.

To make a claim, please mail your written statement of warranty claim along with your project number and invoice number to:

Themed Concepts
794 15th St SW
Forest Lake, MN 55025

Limited Warranty Lengths:

15-Year Limited Warranty: On all rotationally molded plastic components and High Density Polyethylene plastic sheet, not including plastic products encased in ThemeCRETE™. All structural steel framework and steel components against structural failure due to manufacturing defects or defects in materials.

10-Year Limited Warranty: On all ThemeCRETE™ or GFRC based products against manufacturing defects and structural failure due to natural causes. Product warranty does not cover surface scratches, hairline cracks, chips in ThemeCRETE™ or GFRC based products, efflorescence, or wearing of surface pigments or paints. Recycled plastic lumber provided by Themed Concepts™.

5-Year Limited Warranty: On all steel components manufactured by other pre-approved playground manufacturers that are encased in ThemeCRETE™ or GFRC based materials. Warranty will not cover any manufacturing defects of these products; warranty only extends to the ThemeCRETE™ application to the product.

3-Year Limited Warranty: On all ropes, nets and cables, swing components, swing hangers, and rubber or plastic swing seats due to manufacturing defects or defects in materials.

1-Year Limited Warranty: On all plastic components manufactured by other pre-approved playground manufacturers that are encased in ThemeCRETE™ or GFRC based materials. Warranty will not cover any manufacturing defects of these products; warranty only extends to the ThemeCRETE™ application to the product.

playbydesign

Age Appropriate Playgrounds

The handbook for Public Playground Safety is the only document produced by the Federal Government that addresses the issue of playgrounds and age groups and has been used successfully to file lawsuits due to playground injuries.

The ASTM, American Society for Testing and Materials, is not public domain information published by the Federal Government. CPSC, Consumer Product Safety Commission, specifically calls for a distinct play areas based upon the identified age groups of 2-5 and 5-12. The reason for this is rather elementary; 2 year olds are physically different- they have shorter reach, less strength, less coordination, less balance, and are mentally undeveloped in terms of choices and consequences as compared to the older aged children.

Because of these differences, the playground equipment included on a structure intended for children between the ages of 2-12 must be "dumbed down" to protect the youngest user, which means the older kids have to use equipment inappropriately to get suitable challenges, and this raises the risk for accidents and injuries.

Separate play areas with signage will allow parents to make more informed decisions about where they let their children play, and better insulates the public against lawsuits for injuries.

The structures we designed for Kessler Park are specifically designed and intended for children in the ages of 2-5 and 5-12. All of the play elements included on each structure follow the standards associated with age appropriate playgrounds.

themedCONCEPTS™

STATEMENT OF COMPLIANCE

ASTM / CPSC / IPEMA /CSA Guidelines

Original Document Date: 1 January 2014
Document Number: TC.ASTM/CPSC.1.1
Place of Manufacture: 794 15th St. SW
Forest Lake, MN 55025

To all concerned,
Themed Concepts is pleased to inform you that all products and equipment designed for use by children under 12 years of age and intended for installation and use by the public, are designed and manufactured to ahere to regulations set forth by the most current versions of CSA, ASTM, CPSC and IPEMA guidelines.
If you would like to speak to me regarding further details on the material and formulation of our products, feel free to contact me at your convenience.

Kaarl Nasvik
Co-Owner



Themed Concepts
(855) 724-3270

themedCONCEPTS

CERTIFICATE OF CONFORMITY

Consumer Product Safety Improvement Act of 2008

Original Document Date: 7 January 2014
Document Number: TC.CPSIA1.0
Place of Manufacture: 794 15th St. SW
Forest Lake, MN 55025

To all concerned,
Themed Concepts is pleased to inform you that all materials used in the manufacturing of our products including but not limited to Concrete, Epoxy paint, Paint, Stains, Protective coatings and any proprietary formulations complies with the CPSIA by having a concentration that does not exceed 0.1% of the following phthalates; DINP, DIDP, DnOP, DEHP, DBP or BBP. All Products manufactured by Themed Concepts also meet the requirements for lead and heavy metals.

If you would like to speak to me regarding further details on the material and formulation of our products, feel free to contact me at your convenience.

Kaarl Nasvik
Co-Owner



Themed Concepts
(855) 724-3270

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Minnesota LLC 2361 Highway 36 West St. Paul MN 55113	CONTACT NAME: Tim Anderson PHONE (A/C, No, Ext): (651) 644-7200 FAX (A/C, No): (651) 644-9137 E-MAIL ADDRESS: tanderson@apminnesota.com
INSURED Themed Concepts LLC 794 SW 15th St Forest Lake MN 55025	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Western National Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 17-18 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			CPP 1089678 05	3/7/2017	3/7/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CPP 1089562 03	3/7/2017	3/7/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB 1015139 03	3/7/2017	3/7/2018	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV 1011447 03	3/7/2017	3/7/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

"To Whom it May Concern"

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steven Schultz/TIMA Steven E. Schultz

© 1988-2014 ACORD CORPORATION. All rights reserved.

playbydesign

Kemper Contracting

Experience & References

Kemper Contracting will be part of the crew we employ for the installation of the playground equipment, site amenities, and concrete work at Wilson Park.

Lee Kemper, the owner of the company, has been in the playground business for ten years and has a proven track record. He and his crew are all certified playground installers by Playcore.

Lee's company can install anything, but their primary focus is playgrounds and surfacing needs for schools, cities, and churches. You will find Lee and his crew to be punctual, professional, courteous, clean, and meticulous! All of them are Certified Playgrounds Installers by Playcore.

References (More available upon request)

Little Rock School District
Playground, shade, surfacing, & site amenities installation
Jim Holloway, Construction Manager
501-539-3930

Choctaw Nation
Playground, shade, & site amenities installation
Stacy Brown, Project Manager
580-775-8350

Prairie Grove School
Playground, shades, surfacing, site amenities installation
David Hostetler, Project Manager
417-733-7418

August, 2016

Play by Design, Inc.
President: Cheryl Sumners
Director of Playgrounds: Kelli Collins
3619 E. 105th Street
Tulsa, OK 74137
Phone: 918-851-9518
Fax: 918-298-4898

Experience And References

Cheryl Sumners has been in the playground business for a total of 20 years. She began her career working for a small company in Tulsa, Oklahoma before launching and incorporating her own firm, Play by Design, in 2007. Over the years, she and her team have had the opportunity to design and be involved with hundreds of park, athletic, and community projects all across the United States. We were selected to install the majority of the playground equipment, as well as provide and install all of the site amenities for the Gathering Place in Tulsa, OK. This park is a $500 million dollar project funded by the George Kaiser Foundation. Play by Design continues to grow and prosper due to the service, products, and installation techniques we provide all of our customers.

List of References (More Available Upon Request)

Little Rock School District
Various Elementary Schools
Wayne Adams, Director of Facilities Management, 501-447-5250
Playgrounds, surfacing, shade structures, athletic equipment

The Gathering Place
Tulsa, Ok
Joshua Miller, George Kaiser Foundation: 918-591-2426
Eric Lopp, Crossland Construction: 918-933-5005

City of Tulsa
Maxwell Park, Florence Park, Hunter Park, Heller Park, Zeigler Park, Helmerich Park, Whiteside Park, and many others, totaling 13 parks in the city of Tulsa.
Playgrounds, Shelters, Site Amenities, Surfacing

Little Rock Parks
Leland Couch: 501-918-5208
Playground, Swings

playbydesign

Themed Concepts

Experience & References

Since 1971, Themed Concepts' management team has been involved in the theming industry, installing projects all over the world. We started our specialty-construction careers by using the Bomanite© technology; a cutting-edge innovation in the early 1970's that created stamped and colored concrete flat-work with patterns that were capable of simulating real stone and brick. In the process of mastering that technology, our team developed plastic imprinting tools that applied texture, in addition to color and pattern, to decorative concrete flat-work.

In 1976, as the Minnesota Zoo was being constructed, they were searching for ways to create exhibits with more realistic environments involving simulated rocks and trees. Intrigued by the request, our team developed, manufactured and installed what is believed to be the first installation of GFRC (glass-fiber-reinforced-concrete) rock-work in the world for this project using our own developed system for forming and application. Since the successful completion of that first GFRC installation, we began installing artificial rocks and trees all over the world - in zoos, amusement parks, hotel & resorts, restaurants and malls. You may have already enjoyed some of our created environments at any of the Rainforest Cafe©, the Mall of America©, Yosemite National Park, or the Grand Wailea Hotel© in Maui.

Naturally, our theming expertise led us into the imaginative world of playgrounds, and we created our first play site in the City of Edina, Minnesota. Even ten years later, while other playgrounds are broken, faded or simply outdated, this playground is consistently busy, keeping its participants physically and mentally active and eager to play and imagine! Since then, we have designed and built literally thousands of themed play features, becoming experts at playground safety guidelines and requirements.

The design team at Themed Concepts believes that anything is possible. If it can be imagined, it can be built. We have designed and built playgrounds with everything from pirate ships to dinosaurs, fairy tale castles to tree houses - and everything in between. Themed Concepts continues to lead the industry with new innovations and time-tested results. See some of our amazing creations yourself!

Some of our projects include:

Landry's Restaurants, Café Odyssey, Mars 2112, Cedar Point Amusement Park, Water Park America, Treasure Island Resort & Casino, REI Outfitters, Discovery Channel Stores, San Diego Science Museum, Detroit Science Museum, The National Park Service, Lifetime Fitness

This contract executed this ____ day of _____, 2017, between the City of Fayetteville, Arkansas, and Play By Design, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Play By Design, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items proposal per RFP 17-03 as stated in Play By Design, Inc. proposal identified as option 2, and in accordance with specifications attached hereto and made a part hereof under RFP 17-03, all included herein as if spelled out word for word.

2. The City of Fayetteville shall pay Play By Design, Inc. for completion of each project based on unit prices indicated in Play By Design, Inc. submitted proposal. Payments will be made after approval and acceptance of work and submission of invoice Payments will be made approximately 30 days after receipt of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources.

3. The Contract documents which comprise the contract between the City of Fayetteville and Play By Design, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:

   A. Proposal form identified as Request for Proposal 17-03 with the specifications and conditions typed thereon.

   B. Play By Design, Inc. submitted proposal.

4. These Contract documents constitute the entire agreement between the City of Fayetteville and Play By Design, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Play By Design, Inc.

5. Play By Design, Inc. shall not assign its duties under the terms of this agreement.

6. Play By Design, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Play By Design, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. Play By Design, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Play By Design, Inc. shall provide and shall cause each

Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by Play By Design, Inc.

1. Workmen's Compensation
   Statutory Amount

2. Comprehensive General & Automobile Insurance
   $500,000 for each person injured.

3. Bodily Injury Liability
   $1,000,000 for each accident.

4. Property Damage Liability
   $1,000,000 aggregate.

8. Play By Design, Inc. shall furnish proof of licensure as required by all local and state agencies.

9. This contract may be terminated by the City of Fayetteville or Play By Design, Inc. with 30 calendar day's written notice. However, the City shall be responsible for payment for any items or materials ordered by Play By Design, Inc. prior to receiving any notice of termination.

10. This Project shall be completed within **120 calendar days** from Notice to Proceed.

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

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

13. Jurisdiction: Legal jurisdiction to resolve any disputes shall be **Washington County, Arkansas** with **Arkansas law** applying to the case.

14. Arbitration/Mediation: The City will not agree to be forced to mediate or arbitrate any dispute.

15. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments. The City will pay all invoices within 30 calendar days of accepted invoice.

WITNESS OUR HANDS THIS_____DAY OF _____, 2017.

Play By Design, Inc.

By: Cheryl L Sumners
Signature

Cheryl L. Sumners President
Printed Contractor Name & Title

Hanna L Sumners
ATTEST *(Signature)*

Hanna Sumners
Company Secretary *(Printed Name)*

Business Address
3619 E 105th ST
Tulsa OK 74137
City, State & Zip Code

Date Signed: 3.29-17

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
LIONELD JORDAN, Mayor

_____
ATTEST: *(Signature)*

_____
Sondra E. Smith, City Clerk, Treasurer

Date Signed: _____

City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0132

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: A. 11

MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC:

A RESOLUTION TO APPROVE AMENDMENT NO. 6 TO THE CONTRACT WITH MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC IN THE AMOUNT OF $100,000.00 FOR ADDITIONAL LEGAL SERVICES RELATED TO THE WHITE RIVER WATER QUALITY STANDARDS PETITION TO THE ARKANSAS POLLUTION CONTROL AND ECOLOGY COMMISSION, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $20,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 6 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the amount of $100,000.00 for additional legal services related to the White River water quality standards petition to the Arkansas Pollution Control and Ecology Commission, and further approves a project contingency in the amount of $20,000.00.

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

City of Fayetteville Staff Review Form

2017-0132

Legistar File ID

4/18/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Tim Nyander	3/31/2017	Utilities Director / Utilities Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A RESOLUTION TO APPROVE AMENDMENT NO. 6 TO THE CONTRACT WITH MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC IN THE AMOUNT OF $100,000.00 FOR ADDITIONAL LEGAL SERVICES RELATED TO THE WHITE RIVER WATER QUALITY STANDARDS PETITION TO THE ARKANSAS POLLUTION CONTROL AND ECOLOGY COMMISSION, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $20,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Budget Impact:

5400.720.5700-5314.00	Water/Sewer
Account Number	Fund
11014.1102	White River NPDES UAA and APCEC Action
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	75,534.35
		Funds Obligated	$	74,464.02
		Current Balance	**$**	**1,070.33**
Does item have a cost?	Yes	Item Cost	$	120,000.00
Budget Adjustment Attached?	Yes	Budget Adjustment	$	120,000.00
		Remaining Budget	**$**	**1,070.33**

V20140710

Previous Ordinance or Resolution # 229-16

Original Contract Number: 2182 Approval Date:

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 18, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE: March 28, 2017

SUBJECT: Amendment No. 6 with Environmental Attorney Contract, Mitchell, Williams, Selig, Gates & Woodyard, PLLC, for an additional $100,000.00 for White River Water Quality Standards Petition

---

RECOMMENDATION:
City Administration recommends approval of Amendment No. 6 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC, increasing the compensation up to $100,000, with a 20% contingency for legal actions relating to the White River Water Quality Standards and negotiations with the ADEQ, the Arkansas Pollution Control & Ecology Commission (APCEC), and Region VI of the USEPA.

BACKGROUND:
The Noland WWTP National Pollutant Discharge Elimination System (NPDES) permit contains limits on Total Dissolved Solids (TDS) and minerals, specifically chloride and sulfate. In that permit, the City was required to complete a Petition to the APCEC to change the local stream standards. If the APCEC does not approve our request, we might be required to complete a very expensive modification to our wastewater treatment plant to comply with the very strict limits of chloride, 20 mg/I; sulfate, 20 mg/I; and TDS, 160 mg/I. The estimated capital cost for this modification is approximately $45 million. The City's team consists of CH2M HILL, and the Mitchell, Williams law firm.

DISCUSSION:
The contract between the City and Mitchell, Williams was originally set at $48,000 and was amended in 2013 to $63,000, in 2014 to $83,000, and in 2016 to $143,000 to cover un-anticipated costs in the 3rd party rulemaking process. However, additional services are needed requiring the Mitchell, Williams firm to spend more time on the TDS and minerals effort than the amended contract allows for.

The unique circumstances of performing the UAA on the White River has led to a very lengthy process up to this point. To get the agreement from ADEQ to stand with the City on this process, we had to perform additional calculations as well as put the changes in the original process out for public comment a second time. While this has presumably satisfied the ADEQ staff, the EPA is now questioning the methodology of ADEQ's statistical calculations in arriving at site specific minerals numbers that (1) has no detriment to the water quality and the aquatic

life of the stream and, (2) established discharge permit numbers that the Noland WWTP can achieve without an expensive addition to the treatment process.

There are still several tasks to be performed. Below is the list of items that still need to be done:

- Team conference(s) to deal with comments by ADEQ and EPA
- Prepare and file Statement of Basis and Responsiveness Summary (Response to Comments) with the APCEC
- Prepare for and attend (defend) legislative review of the Third-Party Rulemaking by Joint Legislative Public Health and Welfare Committee and the Joint Legislative Rules and Regulations Committee
- Prepare and File with APC&EC the Motion to Adopt Water Quality Standard Changes and the Draft Order adopting same
- Prepare for and attend the APC&EC meeting seeking final adoption of the changes
- Track submission and approval of the water quality changes to EPA

City staff feels that they are presenting to the Council a final number for legal services pertaining to this 3rd party rulemaking, although we are not sure at this point how the EPA is going to respond the City's lengthy efforts. However, the staff feels that there are signs of favorability coming from EPA that this rulemaking process will be completed in the near future.

BUDGET/STAFF IMPACT:
Budgeted funds will be moved from cost savings on the Regional Park project to cover the associated costs.

ATTACHMENTS:
Staff Review Form
Amendment No. 6 Agreement
Resolution 229-16
Budget Adjustment

AMENDMENT TO AGREEMENT FOR ENVIRONMENTAL LEGAL SERVICES

CONTRACT AMENDMENT NO. 6

This Contract Amendment No. 6 dated March 22, 2017, shall amend the original contract between the City of Fayetteville, Arkansas, and Mitchell, Williams, Selig, Gates & Woodyard, PLLC., dated April 5, 2011, referred to in the following paragraphs as the original contract.

This Contract Amendment No. 6:

1. Services to be Performed: Adds: Continued actions as required to obtain final approval from the Arkansas Pollution Control and Ecology Commission (APCEC) to modify site specific water quality criteria in the White River, to provide advice and guidance on what actions the City and its consultants need to take to successfully accomplish the task of receiving approval to the petition from two committees of the AR Legislature, and to assist in obtaining relevant approvals from USEPA. The following items are the currently known required actions:

- Team conference(s) to deal with comments by ADEQ and USEPA;
- Arrange for and meet with ADEQ water and legal division seeking agreement on the requested minerals numbers;
- Obtain ADEQ's assistance in obtaining EPA approval on the requested minerals numbers;
- Attend public hearing for the Amended Third-Party Rulemaking;
- Prepare and file Statement of Basis and Responsiveness Summary (Response to Comments) with the APCEC;
- Prepare for and attend (defend) legislative review of the Third-Party Rulemaking by Joint Legislative Public Health and Welfare Committee and the Joint Legislative Rules and Regulations Committee;
- Prepare and File with APC&EC the Motion to Adopt Water Quality Standard Changes and the Draft Order adopting same;
- Prepare for and attend the APC&EC meeting seeking final adoption of the changes;
- Track submission and approval of the water quality changes from EPA.

8. Compensation: Replaces not to exceed compensation amount of $108,000 with not to exceed compensation amount of $100,000.

WITNESS OUR HANDS THIS 22nd DAY OF MARCH, 2017.

MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC

BY Marcella J. Taylor and Allan Gates

CITY OF FAYETTEVILLE, FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Leann Kret

Leann Kret

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

Attest:

Sondra Smith, City Clerk

City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

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

Resolution: 229-16

File Number: 2016-0626

MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC AMENDMENT NO. 5:

A RESOLUTION TO APPROVE AMENDMENT NO. 5 TO THE CONTRACT WITH MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC IN THE AMOUNT OF $20,000.00 FOR ADDITIONAL LEGAL SERVICES RELATED TO THE WHITE RIVER WATER QUALITY STANDARDS PETITION TO THE ARKANSAS POLLUTION CONTROL AND ECOLOGY COMMISSION, 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 approves Amendment No. 5 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the amount of $20,000.00 for additional legal services related to the White River water quality standards petition to the Arkansas Pollution Control and Ecology Commission.

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.

PASSED and APPROVED on 12/20/2016

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Approved:

Lionel Jordan, Mayor

Attest:

Sondra E. Smith

Sondra E. Smith, City Clerk Treasurer

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

Budget Year	Division /Org2	Adjustment Number
2017	WATER SEWER (720)	
	Requestor: Cheryl Partain	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A BA is needed within the White River NPDES UAA and APCEC Action Project to cover the cost of additional legal services related to the White River Water Quality Standards Petition to the Arkansas Pollution Control and Ecology Commission. Cost savings from the completed Regional Park Waterlines project will be moved into the White River NPDES UAA and APCEC Action project to cover the addional legal costs.

COUNCIL DATE: 4/18/2017

LEGISTAR FILE ID#: **2017-0132**

Liz Hutchens
4/4/2017 9:32 AM

Budget Director Date

TYPE:

DESCRIPTION:

GLDATE:

POSTED: /

RESOLUTION/ORDINANCE

v.20161220

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub	AT	Account Name
TOTAL	-	-				
5400.720.5700-5314.00	120,000	-	***11014***	***1102***	EX	Professional Services - :
5400.720.5600-5808.00	(120,000)	-	***14015***	***2000***	EX	Water Line Improvements - Water Line Im
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0180

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: C. 1

BENCHMARK CONSTRUCTION OF NWA, INC.:

A RESOLUTION TO APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF $195,377.00 FOR THE CONSTRUCTION OF A BATHROOM AND STORAGE BUILDING AT THE FIRE DEPARTMENT TRAINING FACILITY, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $29,306.55, 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 Change Order No. 2 to the contract with Benchmark Construction of NWA, Inc. in the amount of $195,377.00 for the construction of a bathroom and storage building at the Fire Department Training Facility, and further approves a project contingency in the amount of $29,306.55.

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

2017-0180

Legistar File ID

4/18/2017

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

David Dayringer	3/28/2017	Fire / Fire Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of Change Order #2 to the contract with Benchmark Construction for the Fire Training Grounds Project for a bathroom/storage building and approval of a budget adjustment in the amount of $224,684. This amount includes Change Order #2 in the amount of $195,377 and a 15% Contingency of $29,306.55.

Budget Impact:

4470.300.8300-5804.00	Sales Tax Capital
Account Number	Fund
17001.1	Fire Training Grounds
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	724,000.00
		Funds Obligated	$	641,141.45
		Current Balance	$	82,858.55
Does item have a cost?	Yes	Item Cost	$	224,683.55
Budget Adjustment Attached?	Yes	Budget Adjustment	$	224,684.00
		Remaining Budget	$	82,859.00

V20140710

Previous Ordinance or Resolution # #03-17

Original Contract Number: _____ Approval Date: _____

Comments: There are upcoming infrastructure expenditures at the Fire Training Grounds including water, sewer, electrical, and information technology work that will utilize funds within this account. Due to this, there is the need to submit a budget adjustment to provide funding for the bathroom/storage building at the training grounds.

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 18, 2017

TO: Mayor Jordan and City Council

FROM: David Dayringer, Fire Chief

DATE: March 31, 2017

SUBJECT: Approval of Change Order #2—Fire Training Grounds and Approval of a Budget Adjustment

---

RECOMMENDATION:
Staff recommends approval of Change Order #2 to the contract with Benchmark Construction for the Fire Training Grounds Project for a bathroom/storage building and approval of a budget adjustment in the amount of $224,684. This amount includes Change Order #2 in the amount of $195,377 and a 15% Contingency of $29,306.55.

BACKGROUND:
In February 2015, the City Council designated 14.2 acres of land on Borick Drive to be developed by the Fire Department as their Training Grounds. The plan was to complete the project in several phases over several years. Later in 2015, the City Council authorized the Fire Department to apply for a Federal grant to purchase a Mobile Fire Training Simulator. The Fire Department was awarded the grant in 2016 and the council approved the usage of $747,000 from the existing Fire Department CIP to fund the infrastructure work needed for the project.

City Council approved on January 3, 2017 a contract with Benchmark Construction of NWA, Inc. in the amount of $485,058.00 for the construction of infrastructure and land development necessary for the installation of the Fire Department Mobile Training Simulator. Due to the bid for this infrastructure work being much lower than anticipated the Fire Department moved forward with plans to construct the second phase of the development, a support building with bathrooms and storage. Change Order #1 was approved in February 2017 in the amount of $32,603.56 to allow for site work for the proposed support structure.

DISCUSSION:
Staff recommends Change Order #2 with onsite Contractor Benchmark for the support structure, resulting in Cost and Time savings. Change Order #2 is to provide for a 40'x100' Bathrooms and Storage Facility totaling $224,683.55 which includes a 15% contingency. Substantial cost savings can be realized for both change orders because Benchmark Construction is already mobilized on the site.

The Original Contract with Benchmark for the project included set unit pricing for excavations, gravel, concrete slab and drill piers. These unit prices were included in the competitive bid of the original contract, and have been utilized and included in this and the previous change order.

Facilities Management has reviewed the pricing for the structure, erection, insulation, and plumbing rough in and has determined that the $42.00/sq.ft. is fair and competitive in today's market. This represents approximately half what it would cost for the same building as a free-standing project.
For additional cost saving measures, the finish out of the restroom/showers will be completed in house by Facilities Management Staff.
Approving this change order will expedite the completion of the support structure. It will allow Benchmark to begin immediately, with completion time of 90 days.

BUDGET/STAFF IMPACT:
The finances required for this change order will come from a Budget Adjustment moving funds from Fire Impact Fee Improvements into Project 17001.1 Fire Training Grounds. The Budget Adjustment will move funds for the Change Order #2 expenses and a 15% Contingency. No additional funds are being requested from the CIP for this project. The entire cost of Change Order #2 will come from existing Fire Department Impact Fees.

Attachments:
Change Order #2 Documents, Budget Adjustment

CHANGE ORDER

Contract Title Fire Department Training Facility

Change Order No. 2 Date of Issuance

To Contractor: Benchmark Construction of NWA, Inc.
The Contract is changed as follows:

ORDINANCE/RESOLUTION: 03-17
Effective January 3, 2017

	Bid Item No.	Bid Item Description	Previous Estimated Quantity	Unit of Measure	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
	22	6" Thick Wire Reinforced Concrete	3415	SY	$47.00	3682	$47.00	$160,505.00	$173,054.00
	24	2' Diameter Reinforced Concrete Pier	432	VF	$71.00	600	$71.00	$30,672.00	$42,600.00
	36	Pre-Engineered Metal Building (40'x100')	0	LS	$0.00	1	$168,900.00	$0.00	$168,900.00
	37	Mobilization	0	LS	$0.00	1	$2,000.00	$0.00	$2,000.00
							Summation of Cost	**$191,177.00**	**$386,554.00**
							Net Cost for this Change Order		**$195,377.00**

Not valid until signed by the Owner

The original Contract Price was		**$ 485,058.00**
Net change by previously authorized change orders		**$ 32,603.56**
The Contract Price prior to this Change Order was		**$ 517,661.56**
The Contract Price will ~~[increased by][decreased by]~~[remain unchanged]		**$ 195,377.00**
The new Contract Price including this Change Order will be		**$ 713,038.56**
The Contract Time(s) will be [increased by]~~[decreased by][remain unchanged]~~	**71**	calendar days
Required dates of Competion as of the date of this Change Order therefore are:		
Substantial Completion		**4/21/17**
Final Completion		**8/15/17**

NOTE: This summary does not reflect changes in the Contract Price or Time(s) which have been authorized by Work Change Directives not incorporated in this or previous Change Orders. **The additional 57 days is for the change order work only. The concrete pad will still be required to meet the 4/7/17**

Benchmark Construction of NWA, Inc.

Stephen Smith March 24, 2017
BY DATE

CITY OF FAYETTEVILLE

BY DATE

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

Budget Year	Division /Org2	Adjustment Number
2017	FIRE (300)	
	Requestor: David Dayringer	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of a Budget Adjustment moving funds from Fire Impact Fee Improvements into Project 17001.1 Fire Training Grounds. The Budget Adjustment will move funds for the Change Order #2 Benchmark Construction expenses and approval of a 15% contingency to provide funding for a bathroom/storage facility at the Fire Training Grounds.

COUNCIL DATE: 4/18/2017

LEGISTAR FILE ID#: **2017-0180**

Liz Hutchens
3/29/2017 4:58 PM

Budget Director Date

TYPE:

DESCRIPTION:

GLDATE:

RESOLUTION/ORDINANCE

POSTED: /

v.20161220

Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub	AT	Account Name
TOTAL	224,684	224,684				
2300.300.9300-5801.00	(146,000)	-	***07003***	***4***	EX	Fixed Assets - :
2300.300.9300-5802.00	(78,684)	-	***07003***	***4***	EX	Vehicles & Equipment - base
2300.300.9300-7602.47	224,684	-	***17001***	***1***	EX	**Transfers To Funds - Capital Improveme
4470.300.8300-6602.30	-	224,684	***17001***	***1***	RE	**Transfer from Fund - Impact Fee
4470.300.8300-5804.00	224,684	-	***17001***	***1***	EX	Building Costs - Building Costs
	-	-				
		-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0170

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: C. 2

FAYETTEVILLE COMMERCE PARK, PETER O. KOHLER, LLC:

A RESOLUTION TO SELL ABOUT 14.9 ACRES OF LAND IN THE COMMERCE DISTRICT TO PETER O. KOHLER, LLC FOR $223,500.00

WHEREAS, Peter O. Kohler, LLC has offered to purchase approximately 14.9 acres in the Commerce District and plans to build a 10,000 square foot building to be used by OurPharma, LLC for generic drug compounding and manufacturing; and

WHEREAS, the proposed project would lead to the hiring of workers with average wages above the state and national averages, contribute to diversifying and increasing skill sets of our workforce pool, create a positive economic impact to the City, including estimated capital investments of $3,000,000.00 and meets the Fayetteville First target sectors of Specialized Technologies and strategic focuses on workforce, entrepreneurship, and innovation, and the project is supported by the Fayetteville Chamber of Commerce.

WHEREAS, the City is selling this 14.9 acre parcel at a discount of about $5,000.00 per acre from its normal selling price but the contract with Peter O. Kohler, LLC includes a clawback provision that could allow the City to be paid back a portion of the discounted price in the event the property is sold within ten years.

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 Land Sale Agreement (attached to this Resolution and made a part hereof) for the sale of about 14.9 acres to Peter O. Kohler, LLC for $223,500.00 and authorizes Mayor Jordan to sign the Land Sale Agreement, Warranty Deed and any other documents necessary to convey this 14.9 acre parcel.

City of Fayetteville Staff Review Form

2017-0170

Legistar File ID

4/18/2017

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

Jeremy Pate	3/17/2017	City Planning / Development Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a resolution to sell approximately 14.9 acres of land (parcel 765-16574-000) in the Fayetteville Commerce Park on S. City Lake Road to Peter O. Kohler, LLC for $223,500 and other valuable consideration

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 # 143-13

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 18, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Jeremy Pate, Development Services Director

DATE: March 17, 2017

SUBJECT: **Sale of 14.9 acres of land in the Commerce District to Peter O. Kohler, LLC**

RECOMMENDATION:
City Staff recommends approval of a contract with Peter O. Kohler, LLC for the sale of approximately 14.9 acres of land owned by the City of Fayetteville on S. City Lake Road in the Fayetteville Commerce Park, for a purchase price of $223,500.

BACKGROUND:
The subject parcel, 765-16574-000, contains 14.9 acres and is located on S. City Lake Road, south of the US Postal Service facility and city trail. The City was recently approached by Dr. Kohler to purchase this property. Dr. Kohler is the CEO of OurPharma, LLC, and intends to develop a generic drug manufacturing facility in Northwest Arkansas. The company's objective is to produce medical products at a reduced price, and conduct research in collaboration with the Department of Biomedical Engineering at the University of Arkansas.

The development plan is to construct an initial building of approximately 10,000 square feet with plans to double the space over the next 5 years. An architectural firm and contractor has been retained to begin design of the facility, which will be owned by Peter O. Kohler, LLC and leased back to OurPharma, LLC to operate the company. Once the facility is operational, the company will staff 10-12 employees with expansion plans to grow to more than 100 employees over a five-year period. The average pay is estimated to be in excess of $50,000 per year. In addition, certain medical and administration staff is estimated to make in excess of $100,000 per year. An estimated $3 million in capital investment is expected for design, construction, land and equipment.

DISCUSSION:
The attached land sale agreement has been reached through negotiations between the City and Dr. Kohler, representing the entity purchasing the property. The proposal is to sell the property for approximately $15,000 per acre, at a total price of $223,500. This price represents a reduced rate from the currently advertised $20,000 per acre of land in the Commerce District, but reflects the purchase price that the City Council approved for the same parcel in 2013 to Pacific Vet Group when that company was looking to locate on the property. The Mayor's office is excited to welcome a clean, high tech manufacturing facility to Fayetteville, meeting the goals of our Fayetteville First economic development plan, particularly in the Specialized Technologies

sector offering competitive wages. The staff believes a development of this type on the property will increase property value, contribute to our tax base and overall have a positive economic impact for Fayetteville as the Commerce District continues to develop over time.

City Code §34.27 establishes requirements regarding public notice and procedure for the sale of real property owned by the City of Fayetteville. City Staff has performed all necessary public notification procedures in compliance with this city ordinance (documentation attached). Additionally, the City Council must establish that this land is no longer needed for municipal purposes. As a purpose of the Commerce District is to encourage economic development that generates revenue for the City by providing new and expanded services, and finding that there is no identified use for the subject property for municipal purposes, this land is no longer needed for municipal purposes.

BUDGET/STAFF IMPACT:
$223,500 in sale revenue will be paid to the fund that maintains ownership of the land.

Attachments:

- Land Sale Agreement
- Chamber of Commerce (as Economic Development contractor) Letter
- Proof of Public Notice (sign, letter, and newspaper notice)
- Location Map(s)

LAND SALE AGREEMENT

This Land Sale Agreement is made and entered into by and between the City of Fayetteville, Arkansas, a municipal corporation of the State of Arkansas (hereinafter "City" or "Fayetteville") and Peter O. Kohler, LLC.

The City of Fayetteville agrees to sell a parcel of about 14.9 acres in the Fayetteville Commerce District to Peter O. Kohler, LLC for TWO HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS ($223,500.00) and Peter O. Kohler, LLC's performance of all of the terms, conditions and promises set forth later in this Agreement.

Peter O. Kohler, LLC agrees to pay to the City of Fayetteville TWO HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS ($223,500.00) for this 14.9 acre parcel and to perform all of the terms, conditions and promises set forth later in this Agreement.

TERMS AND CONDITIONS

1. *Sale*

Subject to existing easements and rights of way and subject to the terms and conditions, mutual promises and covenants of this Agreement, the City of Fayetteville agrees to sell a parcel of about 14.9 acres (hereinafter the **"Development Site")** located in the Fayetteville Commerce District by warranty deed to Peter O. Kohler, LLC for the amount of TWO HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS ($223,500.00). This Development Site, which contains about 14.9 acres, shall be as shown on the plat attached at Exhibit A and as more particularly described below:

> Lot Numbered Ten (10), Fayetteville Industrial Park West, Fayetteville, Arkansas, as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, containing 14.90 acres, more or less.

2. *Purchase*

Subject to the terms and conditions, mutual promises and covenants of this Agreement, Peter O. Kohler, LLC agrees to buy the Development Site for TWO HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS ($223,500.00) to be paid to the City of Fayetteville on or before the Closing Date as follows:

A. Earnest money deposit: An earnest money deposit in the amount of THREE THOUSAND FIVE-HUNDRED DOLLARS ($3,500.00) shall be paid by Peter O. Kohler, LLC to the City of Fayetteville at the time this Agreement, signed by Peter O. Kohler, LLC, is submitted to the City for approval. If the purchase and sale is consummated, this earnest money deposit shall be applied to the purchase price at closing. If the City exercises its option to terminate the Agreement pursuant to paragraph 8, this earnest money deposit shall be refunded in full. If the transaction is not consummated for any other reason, the earnest money deposit shall be refunded less the City's costs of obtaining the owner's title

policy and title commitment.

B. Balance: The remaining balance of the purchase price in the amount of TWO HUNDRED TWENTY THOUSAND ($220,000.00) shall be paid to the City of Fayetteville on or before the Closing Date.

3. *Closing Date and Place*

Closing shall occur within 60 days following the date this Agreement has been executed by both parties unless extended by mutual agreement of the parties in writing. The Closing shall occur at 113 West Mountain Street, Fayetteville, Arkansas in a room supplied by the City of Fayetteville.

4. *Date of Possession*

Possession of the Development Site shall be delivered to Peter O. Kohler, LLC on the Closing date free of any tenancies or other third party possessory rights.

5. *Title Insurance*

The City of Fayetteville shall order a title commitment on the Development Site, as soon as practicable following the full execution of this Agreement, through a title insurance company selected by the City and acceptable to Peter O. Kohler, LLC. If the report on title, binder or commitment discloses any defects in title (other than liens or encumbrances of a definite or ascertainable amount which may be paid at closing), the City shall have thirty (30) days from the date of Peter O. Kohler, LLC's notice of such defects to make a good faith effort to cure such defects and to furnish a report showing the defects cured or removed. If such defects are not cured within thirty (30) days, Peter O. Kohler, LLC may terminate this agreement or may, at its election, take title subject to any such defects. The cost of the title commitment and the cost of the owner's title policy shall be borne by the City of Fayetteville. The cost of any lender's title policy and extended owner's title insurance coverage shall be borne by Peter O. Kohler, LLC.

6. *Deed and Other Documents*

On the Closing date, the City of Fayetteville shall convey marketable and insurable title to the premises by general warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement, subject only to current real estate taxes, if any (to be apportioned between the parties) and existing easements. Peter O. Kohler, LLC and the City of Fayetteville shall equally share the cost a reasonable closing fee imposed by the closing agent employed by parties provided however that Peter O. Kohler, LLC shall be responsible for any revenue stamps resulting from this transaction and all recordings fees for the deed and other documents that need to be filed.

7. *Risk of Loss*

Risk of loss as to the Development Site shall remain with the City of Fayetteville until the Closing date.

8. *Peter O. Kohler, LLC's Due Diligence*

Peter O. Kohler, LLC has received and reviewed the geotechnical feasibility study of the Development Site that was completed in 2014 and acknowledges that certain portions of the Development Site may not be suitable for the type of development proposed by Peter O. Kohler, LLC. Peter O. Kohler, LLC may enter upon the Development Site to conduct any additional surveying, testing or inspection it deems necessary to ensure the Development Site will be appropriate for the construction and use for its facility. If Peter O. Kohler, LLC discovers any problems that would adversely impact its development and use of the Development Site for its facility, Peter O. Kohler, LLC shall notify the City which is granted sixty (60) days to remediate any problem. The City may also terminate this Agreement without penalty rather than remediating any problem or issue discovered by Peter O. Kohler, LLC. Likewise, if the City does not remediate the problem, Peter O. Kohler, LLC may terminate this Agreement without penalty, being entitled to a return of its earnest money, or proceed under this Agreement to accept the property without resolution of the problem.

9. *Large Scale Development Approval*

Peter O. Kohler, LLC shall, at its sole cost and expense, prepare a Large Scale Development plat of the Development Site and obtain any and all approvals necessary for Peter O. Kohler, LLC's intended use of the Development Site for its facility. The City shall reasonably cooperate with Peter O. Kohler, LLC in Peter O. Kohler, LLC's request for development approval of its facility. Peter O. Kohler, LLC must present its development proposal through the normal City process and follow the Unified Development Code requirements. Peter O. Kohler, LLC may defer Closing hereunder during such time as its Development plat and approvals are pending review by the City, and if such are not approved, Peter O. Kohler, LLC may terminate this Agreement without penalty, being entitled to a return of its earnest money, or proceed under this Agreement to accept the property without development plans approved by the City.

10. *Compensation to City of Fayetteville if Development Site is Sold Within 10 Years*

If any portion of the land conveyed by this contract is sold by Peter O. Kohler, LLC within the first five years of the date of closing, an independent appraisal of the land's value shall be performed to segregate the actual sales price between that allocable to the raw land as acquired by Peter O. Kohler, LLC, and that allocable to the improvements subsequently added by Peter O. Kohler. Peter O. Kohler, LLC shall pay 75% of the increase in appraised value of the raw land (with prorated sales cost deducted) to the City of Fayetteville. Peter O. Kohler, LLC shall pay the City of Fayetteville 40% of the increase in appraised value of the land (with prorated sales costs deducted) for any sales after 5 years until 10 years from the closing date.

11. *Notices*

Notices required by this Agreement shall be in writing and shall be delivered to:

Peter O. Kohler, LLC
ATTN: Peter O. Kohler, MD, CEO

3657 E. Leawood Way
Fayetteville, AR 72703

City of Fayetteville
ATTN: Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701 72701-6083

12. *Authority*

Each of the undersigned individuals represent and warrant that they are authorized to enter into this Agreement on behalf of their respective entities and that execution hereof will bind the entities to this Agreement.

13. *Counterparts*

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

14. *Facsimile*

For purposes of executing this Agreement, a facsimile signature shall be as effective an as actual signature.

15. *Applicable Law*

This Agreement shall be construed and enforced in accordance with the laws and public policies of the State of Arkansas.

16. *Survival*

The representations, warranties, and agreements of the parties contained herein shall survive the closing date.

17. *No Waivers*

The waiver by either party hereto of any condition or the breach of any term, covenant or conditions herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

18. *Time of Essence*

Time is of the essence in this Agreement.

19. *Invalidity*

If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

20. *Complete Agreement*

All understandings and agreements heretofore existing between the parties are merged into this Agreement that alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by both of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to Peter O. Kohler, LLC at closing.

Date: April 5, 2017

PETER O. KOHLER, LLC

By: Peter O. Kohler, MD
PETER O. KOHLER, MD
Chief Executive Officer

WITNESS:

By:

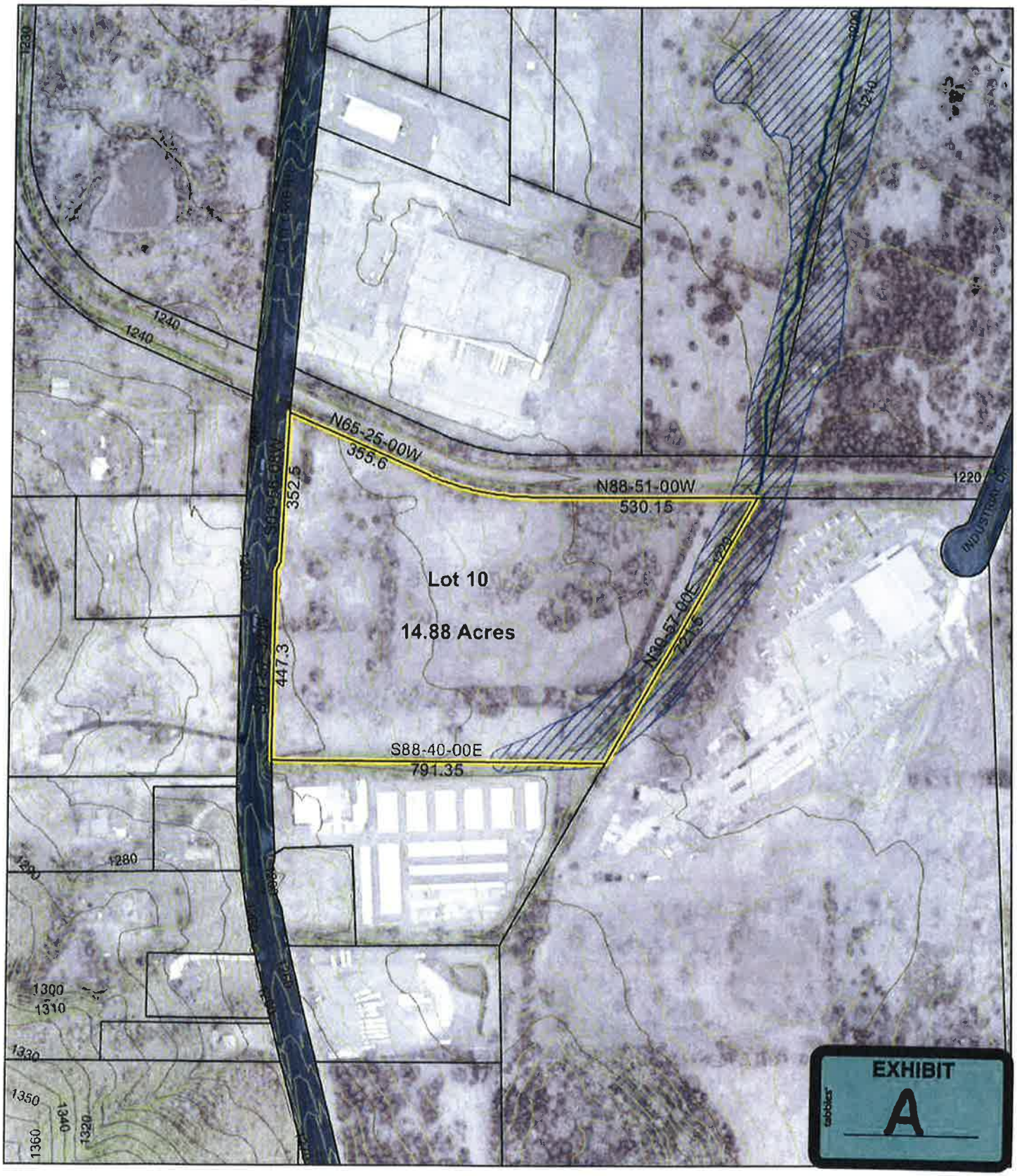
Date: _____

CITY OF FAYETTEVILLE,

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
Sondra E. Smith, City Clerk



Lot 10
Industrial Park West

Streams
Contours 2'
Contours 10'
Lot 10
Parcel Boundary
Flood Cartographic 100Year
ROW

N
W E
S

1 inch = 300 feet

Document Path: G:\GIS2\Projects\2013\Industrial Park Lot 10 Sale\Lot 10 - Industrial Park West - map2.mxd

To: Fayetteville City Council 3/6/17

From: Peter O. Kohler, MD, CEO OurPharma LLC

Re: Land Parcel 765-16574-000, 14.9 acres on Morningside Drive

We are developing a generic drug compounding and manufacturing company which we hope to be located in the Fayetteville Commerce District. We believe there is a need for generic medications that are affordable to underprivileged groups such as the Marshallese, who carry a heavy burden of chronic diseases, particularly diabetes. OurPharma LLC anticipates being profitable in order to grow, but also will attempt to enter the market in order to both provide needed medications, but also to lower the cost where possible. We will have research in collaboration with the Department of Biomedical Engineering at the U. of A.

Our plan is to build an initial building of approximately 10,000 sq.ft. with space to expand with at least a doubling of space over the next 5 years. We plan to use an experienced contractor to build a modular self-contained area for drug compounding. This activity requires absolutely clean filtered air, and both temperature and humidity control in order to pass FDA inspections. We are currently working with an architectural firm and a contractor with offices in Fayetteville and/or Springdale. The building and property will be owned by Peter O. Kohler LLC, an affiliated entity, and leased back to Ourpharma LLC for the generic drug operation.

We will need docks for truck access and adequate parking for employees. We anticipate beginning with 10-12 employees initially with an expansion to more than 100 over five years as our plan unfolds. The average pay of these workers should be in excess of $50,000.00 per year.

Peter O. Kohler LLC will offer $223,500.00 for the above parcel with a deposit of $3500.00 earnest money. We believe that this is the type of manufacturing activity that will be good for Fayetteville and Northwest Arkansas. We are eager to proceed as expeditiously as possible. This offer is contingent on making sure the property is suitable for building an FDA-approved facility. We need to make sure that there are no unexpected toxic materials or other factors that would make the site unsuitable for the building. We would make this subject to an appraisal at our expense for a minimum of the amount of this offer. In the unlikely event that the property does not meet the requirements, the earnest money should be returned.

Fayetteville
Chamber of Commerce

United States Chamber of Commerce ACCREDITED

To: Mayor Lioneld Jordan
City of Fayetteville

CC: Don Marr, Chief of Staff
Jeremy Pate, Director of Development Services

From: Steve Clark, CEO & President

Date: March 16, 2017

Subject: Recommendation to approve the sale of city-owned land, Parcel # 765-16574-000 to OurPharma, LLC

OurPharma, LLC is a new business set up in Fayetteville and is led by Dr. Pete Kohler and his team. OurPharma, LLC is interested to start a generic drug manufacturing facility in Northwest Arkansas. Its objective is to produce medical products at a reduced price compared to those currently in the market.

OurPharma, LLC has looked at several sites in different cities. The Fayetteville Chamber showed the business some city-owned sites and set up appointments for them with Arkansas Economic Development Commission to talk about state incentives. With the support of the Fayetteville Chamber and Jeremy Pate, Director of Development Services with the city, OurPharma, LLC has now offered to buy the 14.9 acres of land in the Fayetteville Commerce District, Parcel # 765-16574-000 on City Lake Road. Attached is the letter of offer from OurPharma, LLC.

OurPharma, LLC has already engaged an architect firm as well as a construction firm to start construction as soon as the purchase of the land is finalized and the design plan approved by the city's development services division. OurPharma has early financing in place and is ready to start building the facility. It will start with a minimum of 10,000 SF building equipped with office, manufacturing, amenities, and warehousing space. It plans to grow its campus by adding more space as it expands.

21 W. Mountain, Ste. 300, PO Box 4216, Fayetteville, AR 72702

Tel: (479) 521-1710; Fax: (479) 521-1791; www.fayettevillear.com

The company currently has a staff of four (4) personnel and it expects this number to grow to 10-12 staff when the facility is operational. Annual payroll is estimated to start at about $1 million a year and it is expected to grow rapidly. Initially, they plan to hire 3-4 pharmacists whose salaries average $120,000 - $140,000 a year according to market and a Chief Operations Officer whose market salaries run about $200,000 a year. The operations workers will be hired at more than $30,000 a year. Additionally, an estimated capital investments of $3 million will be spent on design and construction, land, and equipment.

We strongly recommend that the City leadership supports this project by approving the sale of the land and fast tracking the permitting process for OurPharma, LLC.

This project:

1) Meets the City's and State's goal of creating new jobs for Fayetteville and so the state of Arkansas
2) Exceeds the City's and State's goal of having new/expansion projects with new average annual wages above the state's ($38,540) and national's ($48,000). The average annual wages resulting from this project exceeds $60,000.
3) Contributes to diversifying and increasing skill sets of our workforce pool
4) Create a positive economic impact to Fayetteville
5) Meets the Fayetteville First's target sectors—Specialized Technologies and strategic focuses on workforce, entrepreneurship, and innovation.

CERTIFICATE OF SIGN POSTING



I, Andrew Harrison,

attest that the above sign was posted on March 21, 2017 adjacent to

Pump Station Rd...

City File No./Name: ADM 17-5767

Fayetteville
ARKANSAS
www.accessfayetteville.org

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

March 17, 2017

Name
Street Address
City, State Zip code

Re: Public Notice – Sale of municipally owned real property

Dear Property Owner:

Please be aware that the Fayetteville City Council will consider a Resolution and Contract to sell to Peter O. Kohler, LLC about 14.9 acres (parcel 765-16570-000) it owns on S. City Lake Road for $223,500. The property currently contains no structures and is leased for agricultural purposes. It is zoned R-A, Residential Agricultural, I-1, Light Industrial/Heavy Commercial and I-2, General Industrial. Should the sale be approved, planned improvements include the development of a generic drug manufacturing facility.

This possible sale will be considered by the City Council during its 5:30 p.m. meeting held on April 18, 2017 in Room 219 of City Hall, located 113 W. Mountain Street.

If you wish to learn more about this proposed sale, please contact Don Marr, Chief of Staff for the City of Fayetteville at 479-575-8330. You may also attend the April 18, 2017 City Council meeting and ask questions or make comments when this resolution is presented for City Council consideration.

Sincerely,

Jeremy C. Pate
Development Services Director
City of Fayetteville, Arkansas

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 20th day of March, 2017, and addressed as follows:

Name: UNITED STATES POSTAL SERVICE
225 N HUMPHREYS BLVD
MEMPHIS, TN 38166

Name: THOMAS LUTHER JR
1418 S SCHOOL ST
FAYETTEVILLE, AR 72701

Name: Don & Gary Osburn
2495 S CITY LAKE RD
FAYETTEVILLE, AR 72701

Name: SANDRA J REYNOLDS REVOCABLE TRUST
PO BOX 1625
FAYETTEVILLE, AR 72702

Name: MCKEE ELIZABETH CHADBOURN
2351 S CITY LAKE RD
FAYETTEVILLE, AR 72701

Name: C QUAD DEVELOPMENT LLC
P O BOX 3153
FAYETTEVILLE, AR 72702

Name: WLH LLC
P O BOX 808
FAYETTEVILLE, AR 72702

Andrew Harrison

City File No. /Name: 17-5767 ADM (City Owned Property Sale)

NORTHWEST ARKANSAS
Democrat Gazette

P.O. BOX 1607, FAYETTEVILLE, AR. 72702 • 479-442-1700 • FAX: 479-695-1118 • WWW.NWADG.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
City Council Meeting

Was inserted in the Regular Edition on:
March 24, 2017

Publication Charges: $ 54.60

Karen Caler

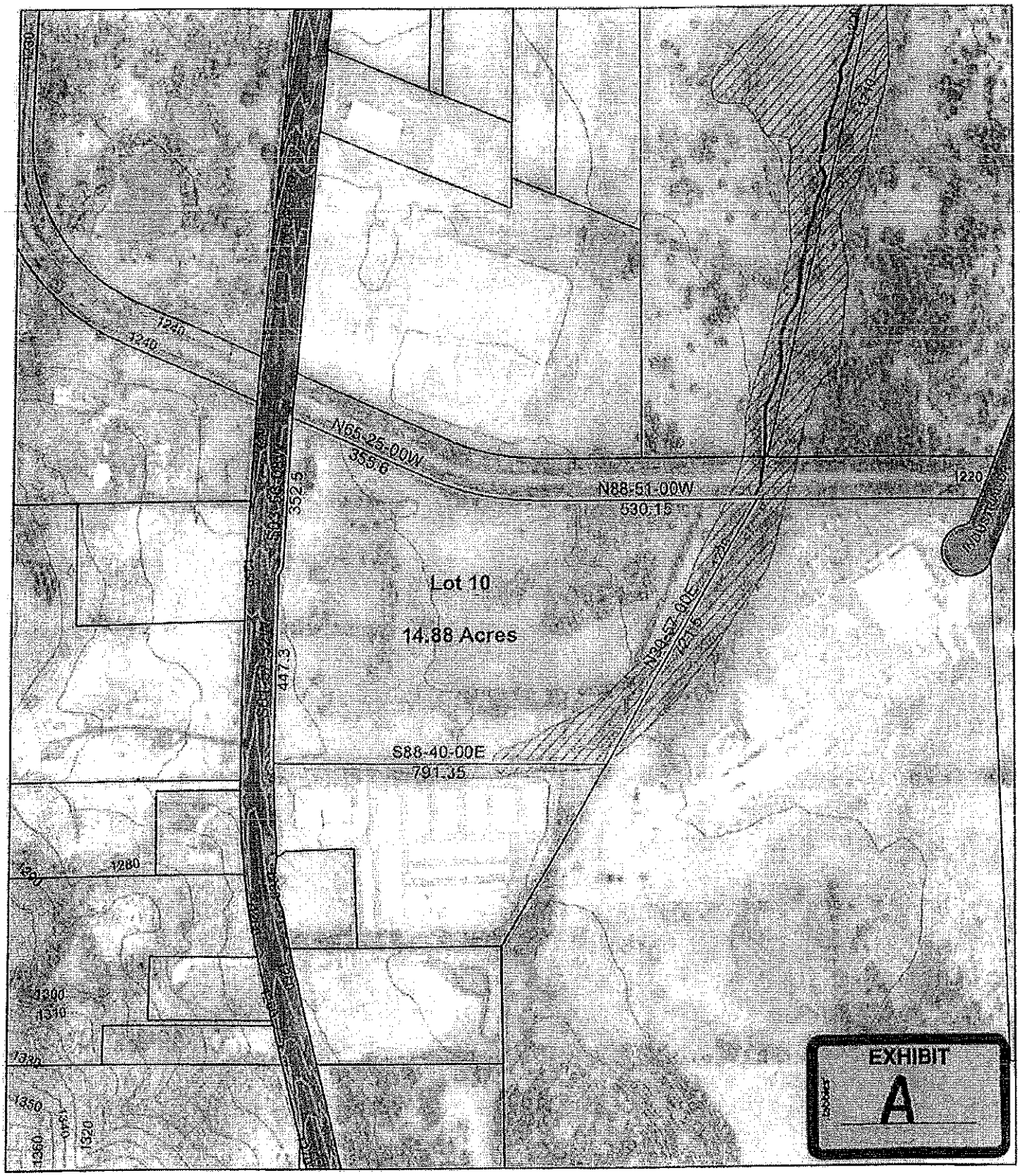
Subscribed and sworn to before me
This 30 day of Mar, 2017.

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.

NOTICE OF PUBLIC HEARING
A meeting of the City of Fayetteville City Council will be held on April 18, 2017 at 5:30 p.m., in room 219, Fayetteville Administration Building at 113 W. Mountain Street, Fayetteville, Arkansas, 72701. For further information or to request an interpreter, please call 575-8330. 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 April 18, 2017 Fayetteville City Council meeting.
ADM 17-5767: SALE OF MUNICIPALLY OWNED REAL PROPERTY, 642): Submitted by CITY STAFF for property located SOUTH OF 2300 CITY LAKE RD. The Fayetteville City Council is considering the sale of about 14.9 acres it owns SOUTH OF 2300 CITY LAKE RD. to Peter O. Kohler, LLC for $223,500.00. The proposed use of the property is for a generic drug manufacturing facility. This possible sale will be considered by the City Council during its April 18, 2017 meeting at 113 W. Mountain Street, Room 219.
74071654 March 24, 2017



Streams
Contours 2'
Contours 10'
Lot 10
Parcel Boundary
Flood Cartographic 100Year
ROW

N
W E
S

1 inch = 300 feet

Lot 10
Industrial Park West

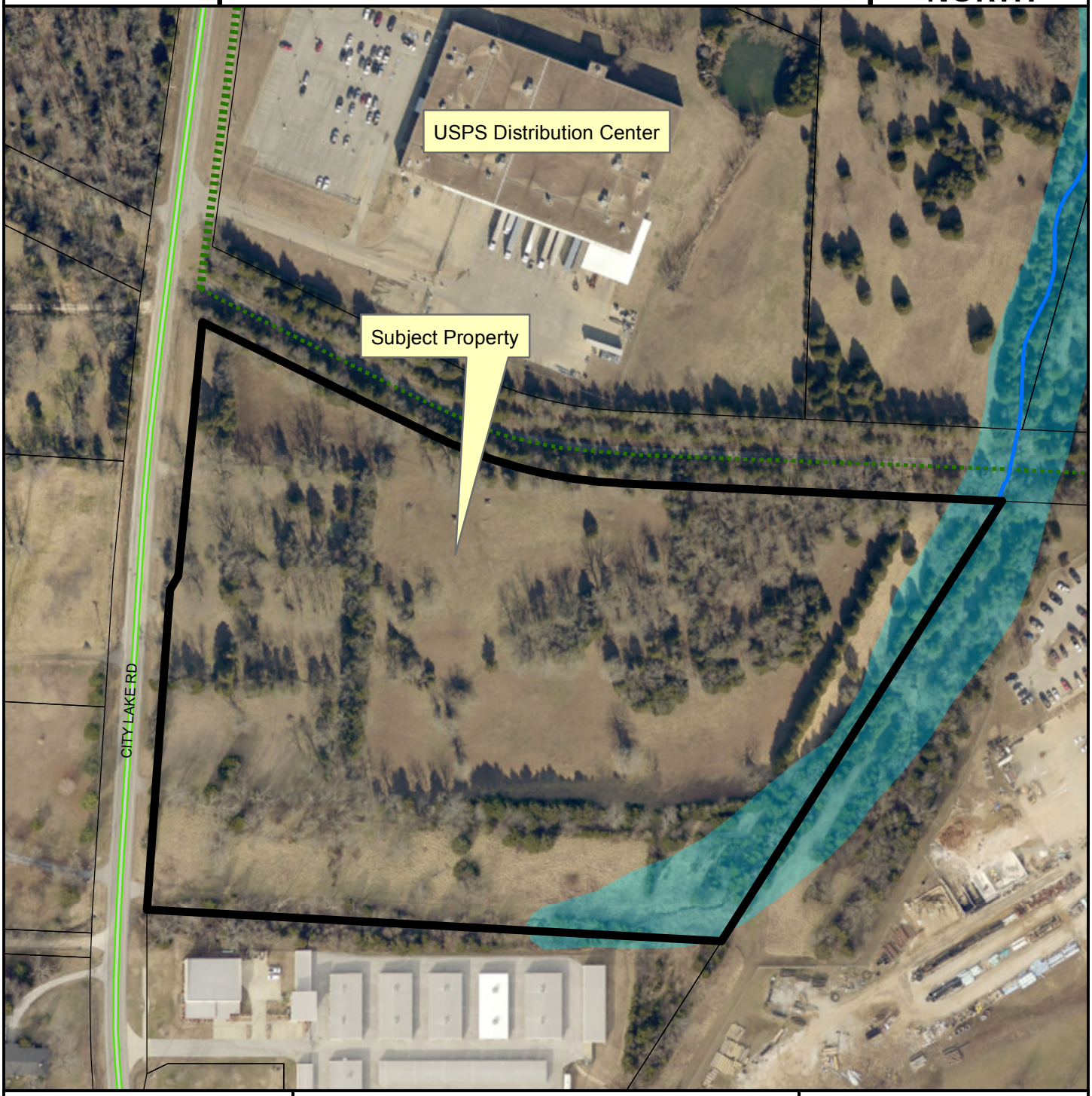
Document Path: G:\GIS2\Projects\2013\Industrial Park Lot 10 Sale\Lot 10 - Industrial Park West-map2.mxd

ADM 17-5767

Current Land Use

CITY OWNED PROPERTY SALE

NORTH



- ADM 17-5767
- Streams
- Street
- MINOR ARTERIAL
- Shared Use Paved Trail
- Trail (Proposed)
- County Parcels
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1 inch = 200 feet

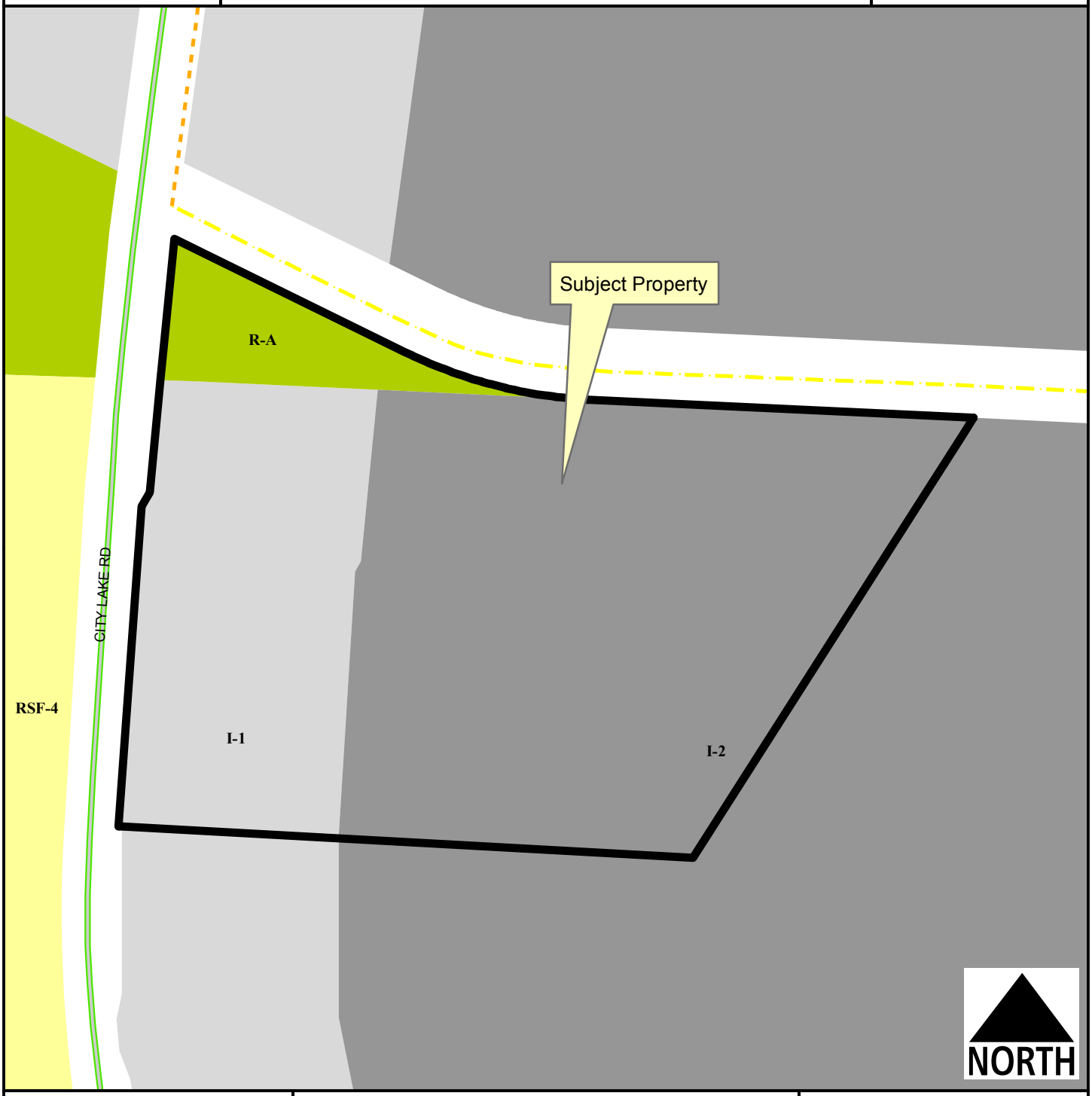
FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

ADM 17-5767

Close Up View

CITY OWNED PROPERTY SALE



Legend

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

Feet

0 75 150 300 450 600

1 inch = 200 feet

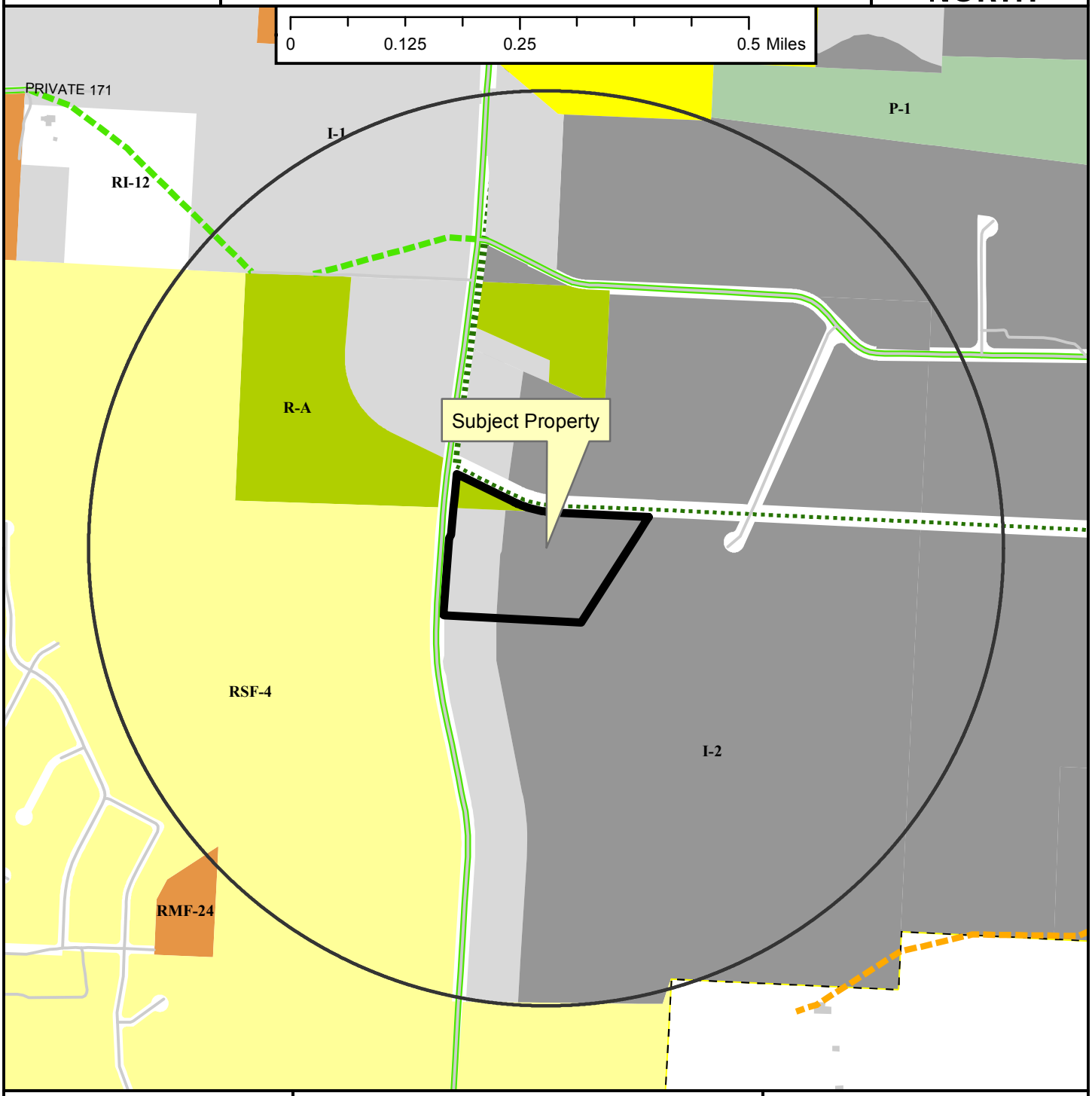
- Residential-Agricultural
- RSF-4
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

ADM 17-5767

One Mile View

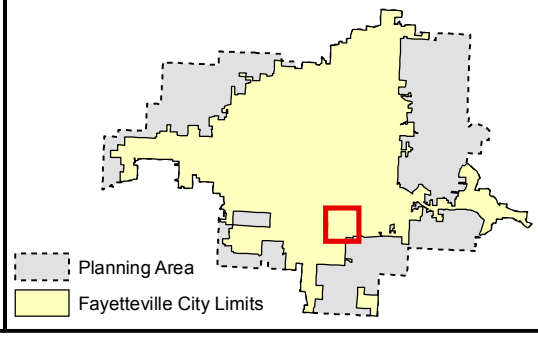
CITY OWNED PROPERTY SALE

NORTH



Legend

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



Zoning

RESIDENTIAL SINGLE-FAMILY
- Residential-Agricultural
- RSF-.5
- 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

City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0187

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Ordinance

Agenda Number: C. 3

VAC 17-5749 (495 W. PRAIRIE ST./INFILL GROUP):

AN ORDINANCE TO APPROVE VAC 17-5749 FOR PROPERTY LOCATED AT 423 WEST PRAIRIE STREET TO VACATE A PORTION OF A DRAINAGE EASEMENT CONTAINING APPROXIMATELY 40 SQUARE FEET

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of a drainage easement is not required for corporate purposes.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby vacates a water/sewer easement as described in Exhibit B attached to the Planning Department's memo.

Section 2. A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3. This vacation approval is subject to the following condition:

1. Any relocation or damage to utilities of existing facilities shall be at the owner/developer's expense.

City of Fayetteville Staff Review Form

2017-0187

Legistar File ID

4/18/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Andrew Garner	3/31/2017	City Planning / Development Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC 17-5749: Vacation (495 W. PRAIRIE ST./INFILL GROUP, 523): Submitted by INFILL GROUP, INC. for property located at 495 W. PRAIRIE ST. The property is zoned MSC, MAIN STREET CENTER and contains approximately 0.21 acres. The request is to vacate a portion of a drainage easement.

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 OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 18, 2017

TO: Mayor and City Council

FROM: Andrew Garner, Planning Director

DATE: March 31, 2017

SUBJECT: **VAC 17-5749: Vacation (495 W. PRAIRIE ST./INFILL GROUP, 523):** Submitted by INFILL GROUP LLC for property located at 423 W PRAIRIE STREET. The subject area is a DRAINAGE EASEMENT, and the request is to vacate a portion of the easement containing approximately 40 sq. ft.

RECOMMENDATION:
Staff and Planning Commission recommend approval of **VAC 17-5749** with the following condition of approval:

1. Any relocation or damage to utilities of existing facilities shall be at the owner/developer's expense

BACKGROUND:
The property is located at 423 W. Prairie Street. The property is currently zoned as MSC, Main Street Center and contains approximately 9,100 square feet.

Proposal: The applicant proposes vacation of a portion of a drainage easement as depicted in Exhibit 'A' and described in Exhibit 'B' (comprising 40 square feet). The applicant's stated intent is to construct a building in the easement area.

DISCUSSION:
On March 27, 2017 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 8-0-0.

BUDGET/STAFF IMPACT:
N/A

Attachments:
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

VAC 17-5749

Close Up View

INFILL GROUP

Exhibit 'A'



Legend

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

Feet

0 35 70 140 210 280

1 inch = 100 feet

- I-1 Heavy Commercial and Light Industrial
- Residential-Office
- Main Street Center
- Downtown General
- P-1

Exhibit 'B'

RE: Legal Description for a portion of an existing drainage easement to be vacated south of West Prairie Street

A PORTION OF AN EXISTING DRAINAGE EASEMENT RECORDED IN PLAT BOOK 23A AT PAGE 313, BEING LOCATED IN A PART OF LOT 22 OF BLOCK 14 IN FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT RECORDED IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT BEGINNING AT A POINT WHICH IS N87°20'34"W 88.39' AND S80°50'23"W 48.83' FROM THE NORTHEAST CORNER OF SAID LOT 22 AND RUNNING THENCE S80°50'23"W 9.00', THENCE N83°58'57"W 31.45', THENCE S87°20'34"E 40.21' TO THE POINT OF BEGINNING, CONTAINING 37.06 SQUARE FEET, MORE OR LESS.THE CITY OF GOSH

CITY OF FAYETTEVILLE, ARKANSAS

Right-of-Way, Easement or Alley VACATION

FOR STAFF USE ONLY	***FEE: $200.00***
Date Application Submitted:	***Sign Fee: $5.00***
Date Accepted as Complete:	*S-T-R:*
Project Number:	*PP#:*
Public Hearing Date:	*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: _x_ Applicant _____ Representative

Applicant (person making request):

Name: Matthew Petty
Infill Group LLC

Address: 100 W. Center St., STE 202
Fayetteville, Ark. 72701

Phone: (479) 595-8703
Email:

Fax: ( )

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

Name:

Address:

Phone: ( )
Email:

Fax: ( )

Site Address / Location: 495 W. Prairie St.

Legal description of area to be vacated (attach separate sheet if necessary):
Attached.

Current Zoning District: MSC

Assessors Parcel Number(s) for subject property: 765-05508-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:
World Domination LLC
Infill Group LLC

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

Name (printed): Matthew Petty Date: 2/1/2017

Signature:

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

Owners (attach additional info if necessary):

Name (printed): Joseph Utsch

Signature:

Date: 2/3/2017

Address: 945 East Elm Street
Fayetteville AR, 72703

Phone: (479) 966-6857

Name (printed):

Signature:

Date:

Address:

Phone: ( )

Vacation Checklist:

Attach the following items to this application:

(1) Payment in full of applicable fees for processing the application:
$200.00 application fee
$5.00 public notification sign fee

(2) Metes and bounds legal description of the area to be vacated, not the entire property (this may be included on the survey plat).

(3) Survey of the site depicting the perimeter property lines and area within the property to be vacated.

(4) CD containing a copy of the legal description in MS Word and PDF copies of the signed application and all other items submitted with this project.

(5) A surveyor should stake the area on the site to be vacated for utility company review on their site visit.

(6) A letter addressed to the Planning Commission and City Council describing the scope, nature, and intent of the request.

(7) Abstractor's Certificate of Ownership stating names of all owners of property adjacent to the street right-of-way, alley, or easement to be vacated (this document is obtained from a title company).

(8) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

(9) Petition to vacate street right-of-way, alley, or easement (sample petition is attached).

(10) For applications to vacate an access easement, alley or right-of-way only: Written consent is required from all adjacent property owners and is required to be submitted with the application (example form is attached).

(11) Comments from all utility companies concerning the street right-of-way, alley, or easement to be vacated and its relationship to existing or planned utilities with recommendations as to what action should be taken (an example comment form is attached) is required at application submittal.

(12) The applicant is responsible for meeting the public notification requirements for a Vacation listed on the Notification Requirements pages in this application.

Utility Representatives for a Vacation Request *

Name	Company	Telephone	Email
Jeff Hamilton	AT&T	442-1967	jh5430@att.com
Chad Hodge	Cox Communications	365-2402	Chad.Hodge@cox.com
John Le	AEP/SWEPCO	973-2426	ttle@aep.com
Scott Stokes	Black Hills Corp.	435-0229	Scott.Stokes@blackhillscorp.com
Wes Mahaffey Or Mike Phipps	Ozarks Electric	684-4649 684-4696	wmahaffey@ozarksecc.com mphipps@ozarksecc.com
City Divisions:			
Mark Rogers	Water and Sewer	575-8392	mrogers@fayetteville-ar.gov
Maury Nelson	Solid Waste	575-8397	mnelson@fayetteville-ar.gov
Terry Gulley	Transportation	444-3491	tgulley@fayetteville-ar.gov

***Solid Waste & Transportation sign off is required only when a ROW, Alley, or Drainage Easement Vacation is being requested.**

CITY OF Fayetteville ARKANSAS

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, Planning Director

FROM: Harry Davis, Planner

MEETING DATE: March 27, 2017 UPDATED with results

SUBJECT: **VAC 17-5749: Vacation (423 W. PRAIRIE ST./INFILL GROUP, 524):** Submitted by INFILL GROUP LLC for property located at 423 W PRAIRIE STREET. The subject area is a DRAINAGE EASEMENT, and the request is to vacate a portion of the easement containing approximately 40 sq. ft.

RECOMMENDATION:
Staff recommends forwarding **VAC 17-5749** with conditions of approval.

BACKGROUND:
The property is located at 423 W. Prairie Street. The property is currently zoned as MSC, Main Street Center and contains approximately 9,100 square feet. The surrounding zoning and land uses are depicted in *Table 1.*

Table 1 - Surrounding Zoning and Land Use

Direction from Site	Land Use	Zoning
North	Residential	DG, Downtown General
South	Mill District/Commercial	MSC, Main Street Center
East	Mill District/Commercial	MSC, Main Street Center
West	Mill District/Commercial	MSC, Main Street Center

Proposal: The applicant proposes vacation of a portion of a drainage easement as described above and depicted in an exhibit provided by the applicant (comprising 40 square feet). The applicant's stated intent is to construct a building in the easement area.

DISCUSSION:

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments, with the following responses:

City of Fayetteville	Response
Water/Sewer	No objections
Transportation	No objections

Public Comment: No public comment has been received.

RECOMMENDATION: Staff recommends forwarding VAC 17-5749 with the following conditions:

Conditions of Approval:

1. Any relocation or damage to utilities of existing facilities shall be at the owner/developer's expense.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: **March 27, 2017**	❒ **Tabled**	☒ **Forwarded**	❒ **Denied**
Motion: Hoffman			
Second: Selby			
Vote: 8-0-0			

BUDGET/STAFF IMPACT:
None.

Attachments:

- Request Letter
- Petition to Vacate
- City Department Approvals
- Vacation Exhibit
- One Mile Map
- Close Up Map

Matthew Petty
Infill Group LLC
100 W Center St, STE 202
Fayetteville, Arkansas 72701

Planning Commission and City Council
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

To whom it may concern:

This letter describes the scope, nature, and intent of the application to vacate a portion of a drainage easement at 423 W. Prairie Street.

We propose to construct one mixed-use building on approximately 0.21 acres. The intent is to offer a market-rate infill product in response to extraordinary demand for walkable housing near Downtown Fayetteville, furthering the revitalization of the city's Mill District. The units will be marketed to an age- and income- diverse demographic.

We are requesting this vacation to ensure that our bays do not encroach in any easements.

We are grateful for the opportunity to meet Fayetteville's growing housing needs. We believe this project meets the intent of City Plan 2030 and we are proud to build homes within the bounds of the Walker Park Neighborhood Master Plan. We respectfully request you give this proposal its due consideration.

Sincerely,

Matthew Petty
Infill Group LLC

Petition to Vacate a Drainage Easement

Complementary application to SSIP application for 495 W. Prairie St.

TO: The Fayetteville City Planning Commission and City Council

We, the undersigned, representing the owners of the real estate abutting easement hereinafter sought to be abandoned and vacated, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

A PORTION OF AN EXISTING DRAINAGE EASEMENT RECORDED IN PLAT BOOK 23A AT PAGE 313, BEING LOCATED IN A PART OF LOT 22 OF BLOCK 14 IN FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT RECORDED IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT BEGINNING AT A POINT WHICH IS N87°20'34"W 88.39' AND S80°50'23"W 48.83' FROM THE NORTHEAST CORNER OF SAID LOT 22 AND RUNNING THENCE S80°50'23"W 9.00', THENCE N83°58'57"W 31.45', THENCE S87°20'34"E 40.21' TO THE POINT OF BEGINNING, CONTAINING 37.06 SQUARE FEET, MORE OR LESS.

That the abutting real estate affected by said abandonment of the alley are LOT 22 OF BLOCK 14 IN FERGUSION'S ADDITION City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described alley and rights-of-way.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this 1 day of February, 2017.

Matthew Petty

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 2/15/2017

UTILITY COMPANY: City of Fayetteville Water & Sewer

APPLICANT NAME: Infill Group LLC APPLICANT PHONE: 479 595-8703

REQUESTED VACATION (***applicant must check <u>all</u> that apply)***:

☒ Utility Easement (Drainage only)

☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 495 W. Prairie St.

☒ ***(ATTACH legal description <u>and</u> graphic representation of what is being vacated-SURVEY)***

UTILITY COMPANY COMMENTS:

☑ No objections to the vacation(s) described above, and no comments.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

Signature of Utility Company Representative

W E S OPERATIONS MANAGER

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 3-1-17

UTILITY COMPANY: City of Fayetteville Transportation

APPLICANT NAME: Infill Group LLC APPLICANT PHONE: 479 595-8703

REQUESTED VACATION (***applicant must check all that apply***):

x Utility Easement (Drainage only)

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

Alley

Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 495 W. Prairie St.

☒ ***(ATTACH legal description and graphic representation of what is being vacated-SURVEY)***

UTILITY COMPANY COMMENTS:

✓ No objections to the vacation(s) described above, and no comments.

No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

No objections provided the following conditions are met:

Terry L. Gulley

Signature of Utility Company Representative

Transportation Director

Title

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

NOTES:

1) PARCEL NUMBERS: 765-05508-000

2) CURRENT ZONING = MAIN STREET/CENTER (MSC)

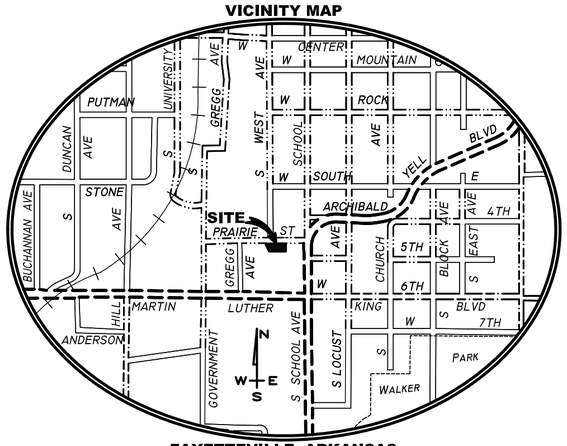
3) BASIS OF ROTATION - SURVEY OF SAME PROPERTY BY MORRISON-SHIPLEY ENGINEERS, INC. FILE #023A-00000313.

LEGAL DESCRIPTION:

A part of Lot 22 of Block 14 in Ferguson's Addition in Fayetteville, Arkansas, as per plat recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas and being described as follows: Commencing at the NE Corner of said Lot 22, thence N87°17'42"W 8.00 feet to the P.O.B., thence S02°44'23"W 50.02 feet, thence N87°16'46"W 174.33 feet, thence N13°46'53"W 52.12 feet, thence S87°17'42"E 189.15 feet to the P.O.B.; Containing 0.21 acres more or less subject to easements and right of way of record.

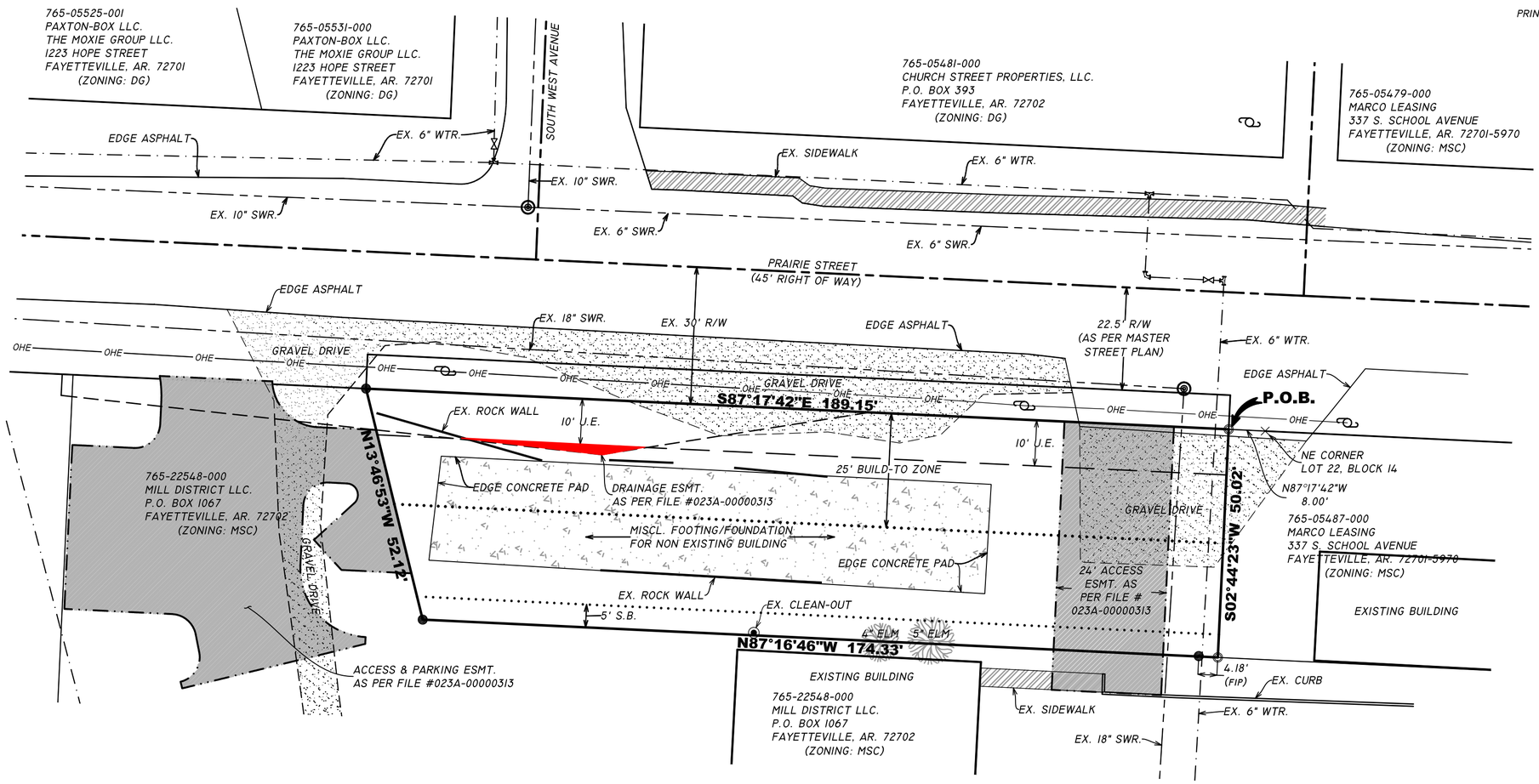
BUILDING SETBACK TABLE	
FRONT	THE PRINCIPAL FACADE OF A BUILDING SHALL BE BUILT WITHIN A BUILD-TO ZONE THAT IS LOCATED BETWEEN THE FRONT PROPERTY LINE AND A LINE 25' FROM THE FRONT PROPERTY LINE.
SIDE	NONE
REAR	5'
REAR FROM CENTERLINE OF AN ALLEY	12'

VICINITY MAP



FAYETTEVILLE, ARKANSAS

PRINCIPAL ARTERIAL
COLLECTOR
STREET 45
MINOR STREET



OWNER:

MILVER INVESTMENTS; PAXTON-BOX LLC.
1722 N. COLLEGE AVENUE STE. C
FAYETTEVILLE, AR. 72703

LEGEND

- SET IRON PIN & CAP
- FOUND IRON PIN
- CALCULATED POINT
- EXISTING MANHOLE
- POWER POLE
- EXISTING CLEAN-OUT
- CENTERLINE RIGHT OF WAY
- BUILDING SETBACK
- EXISTING WATERLINE
- EXISTING SEWER LINE
- UTILITY EASEMENT
- DRAINAGE EASEMENT
- OVERHEAD ELECTRIC
- ACCESS EASEMENT

SURVEYOR'S CERTIFICATION:

To City Title and Closing, Fidelity National Title Insurance Company and Scott (Coy) S. Puryear.

1) The accompanying survey represents a true and accurate survey made by me of the land therein particularly described;

2) The Survey and the information, courses and distances shown thereon are accurate.

3) The area of the subject property and the size, location and type of buildings and improvements and any other matters situated on the subject property are as shown and all buildings and improvements are within the boundary lines and applicable setback lines of the property. (unless otherwise noted)

4) There are no apparent easements or uses affecting this property appearing from a careful physical inspection of the same, other than those shown and depicted on the Survey, however additional easements may exist.

5) There are no encroachments on the adjoining properties, streets, or alleys by any of said buildings, structures of other improvements, other than as shown on the Survey.

6) There are no party walls or visible encroachments on said described property by streets, alleys or building, structures or other improvements situated on adjoining property, except as shown on the Survey.

7) All utility services required for the operation of the premises either enter the premises through adjoining public streets, or the Survey shows the point of entry and location of any utilities that pass through or are located on the adjoining land.

8) None of this property is located within ZONE A as defined on the FEMA Flood Insurance Rate Map #05143C0220F, map revised: May 16, 2008.

9) The subject property has access to and from a duly dedicated and accepted public street or highway known as Prairie Street.

10) The record description of the subject property forms a mathematically closed figure.

This is to certify that this map or plat and the survey on which it is based were made in accordance with Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA, ACSM and NSPS in 1999, and includes Items 1, 2, 3, 4, 7a, 8, 10 and 11a of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS, and ACSM and in effect on the date of this certification, undersigned further certifies that the Positional Uncertainties resulting from the survey measurements made on the survey do not exceed the allowable Positional Tolerance.

LAND SURVEYOR'S DECLARATION:

I hereby declare that on the _____ day of _____ , 2013 the hereon platted and described survey was completed under my supervision and the iron pins were found or set, as shown, to the best of my knowledge and belief.

DRAWN BY: BJR
Z:\LOTS\2013\13ALTA
CHECKED BY: DLJ
DATE REVISED
SCALE: 1"=20'
DATE: 16OCT13

ALTA SURVEY FOR
COY PURYEAR

1 / 1

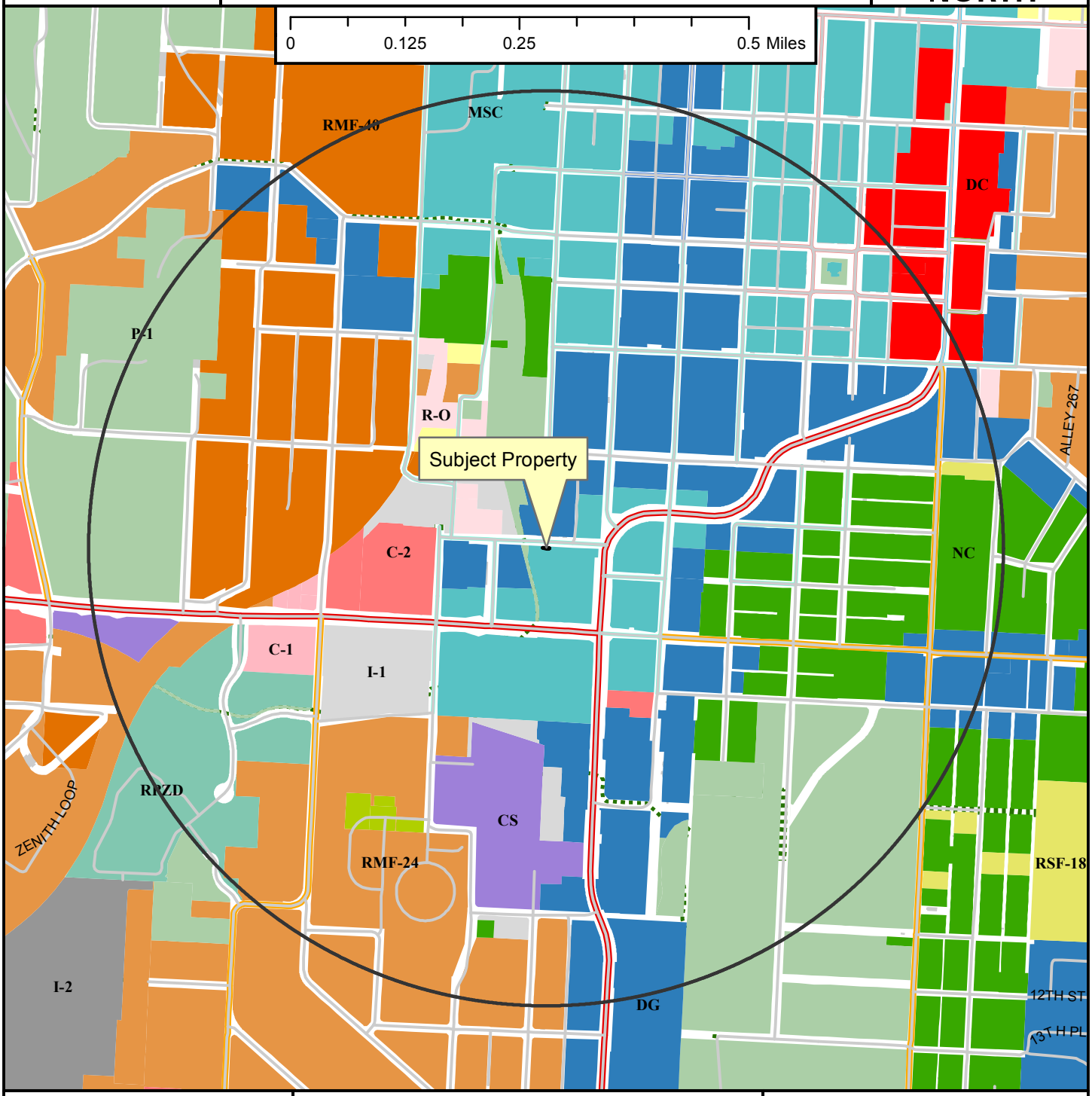
JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS
124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807

VAC 17-5749

One Mile View

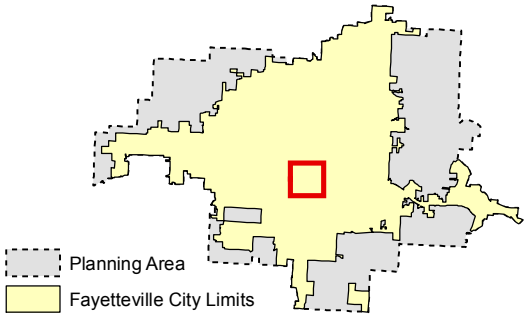
INFILL GROUP

NORTH



Legend

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



Zoning

RESIDENTIAL SINGLE-FAMILY
- Residential-Agricultural
- RSF-.5
- 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

VAC 17-5749

Close Up View

INFILL GROUP



Legend

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

Feet

0 35 70 140 210 280

1 inch = 100 feet

- I-1 Heavy Commercial and Light Industrial
- Residential-Office
- Main Street Center
- Downtown General
- P-1

City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0182

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Ordinance

Agenda Number: C. 4

RZN 17-5734 (1722 N. STARR DR./ST. JOSEPH'S SCHOOL):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5734 FOR ABOUT 26.09 ACRES LOCATED AT 1722 NORTH STARR DRIVE FROM R-A, RESIDENTIAL AGRICULTURAL AND RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO P-1, INSTITUTIONAL

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 R-A, Residential Agricultural and RSF-4, Residential Single Family, 4 Units per Acre to P-1, Institutional.

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

2017-0182

Legistar File ID

4/18/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Andrew Garner	3/31/2017	City Planning / Development Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN 17-5734: Rezone (1722 N. STARR DR./ST. JOSEPH'S SCHOOL, 373): Submitted by TOM HENNELLY for properties at 1722 N. STARR DR. The properties are zoned R-A, RESIDENTIAL AGRICULTURAL AND RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 26.09 acres. The request is to rezone the properties to P-1, INSTITUTIONAL.

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 OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 18, 2017

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, Planning Director

FROM: Jonathan Curth, Senior Planner

DATE: March 31, 2017

SUBJECT: **RZN 17-5734: Rezone (1722 N. STARR DR./ST. JOSEPH'S SCHOOL, 373):** Submitted by TOM HENNELLY for properties at 1722 N. STARR DR. The properties are zoned R-A, RESIDENTIAL AGRICULTURAL AND RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 26.09 acres. The request is to rezone the properties to P-1, INSTITUTIONAL.

RECOMMENDATION:
The City Planning staff and Planning Commission recommend approval of an ordinance to rezone the subject property to P-1, Institutional, as shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The proposed rezoning request is for three parcels, totaling approximately 26.09 acres to the east of Starr Drive and about ¼ of a mile south of Mission Boulevard/Highway 45. The site is currently split-zoned, with the two southern parcels designated R-A, Residential-Agricultural, and the northern parcel as RSF-4, Residential Single-family, 4 Units per Acre. Of the three parcels, the southern two were annexed in to the City of Fayetteville in July of 2000, and are developed with the Saint Joseph Catholic Church and School along with its associated parking lot and outdoor activity areas. The northern of the three parcels remains undeveloped, and was annexed in July of 2004, rezoned to RSF-4 in 2016, and acquired by the current property owner in early 2017.

Due to the zoning requirements of the R-A zoning district limiting Use Unit 4: Recreational and Cultural Facilities to a conditional use, the church and school currently operate under a conditional use permit that was approved in September of 2000 and subsequently revised and approved by the Planning Commission in January of 2009 (*Included in attached Planning Commission report*). Revised conditions allow for a larger student enrollment total (to 475, up from 394), but continue to require that school start times be staggered with the public schools in the area in order to mitigate traffic and congestion concerns.

Request: The request is to rezone the property from R-A, Residential-Agricultural, and RSF-4, Residential Single-family, 4 Units per Acre, to P-1, Institutional in order to make the zoning consistent with the existing use of a church and school on the site, and to prevent the church from having to go through the conditional use permit process every time an addition or expansion is planned.

Land Use Compatibility: Although located in an area that is almost exclusively single-family residential in use, staff finds that the proposed P-1 zoning is compatible with surrounding land uses and will be sufficiently regulated to have minimal if any adverse impacts. Not only are the uses permitted in the P-1 zoning district appropriate for a residential setting, but the properties proposed for rezoning are also located along Starr Drive, which is classified, but not improved as, a Minor Arterial. Starr Drive feeds northward to Mission Boulevard, a Principal Arterial. Access to these connecting streets can mitigate for the higher traffic volumes sometimes associated with institutional land uses. Additionally, the proposed P-1 zoning would allow future improvements by right to the existing church and school that staff feels will be beneficial to both the immediate neighborhood and the larger Fayetteville community.

Land Use Plan Analysis: The proposed zoning is consistent with the Future Land Use Map (FLUM) of the City Plan 2030. Institutional uses allowed under the P-1 zoning contribute services to the surrounding residential neighborhoods and provide a component of a complete neighborhood as envisioned in City Plan 2030.

A rezoning of the parcels, particularly given their adjacency to Starr Drive is consistent with the City's Residential Neighborhood Area land use designation and its stated intent to encourage nonresidential uses along connecting corridors.

The proposed rezoning to P-1 is justified in order for the zoning map to be consistent with the existing, long-standing use of a church and school on this property. As noted, the existing church and school have received approval for conditional use permits on multiple occasions, and will continue to be required to do so under the current zoning for any improvements or additions in the future. Although requiring the church and school to continue operating under a conditional use permit may be appropriate in a different location or context in order to minimize adverse effects, the location of the property on an arterial street with compatible uses on all adjacent property lines justifies the rezoning.

DISCUSSION:
On March 27, 2017 the Planning Commission forwarded the proposal to City Council with a recommendation for approval passed by a vote of 8-0-0.

BUDGET/STAFF IMPACT:
N/A

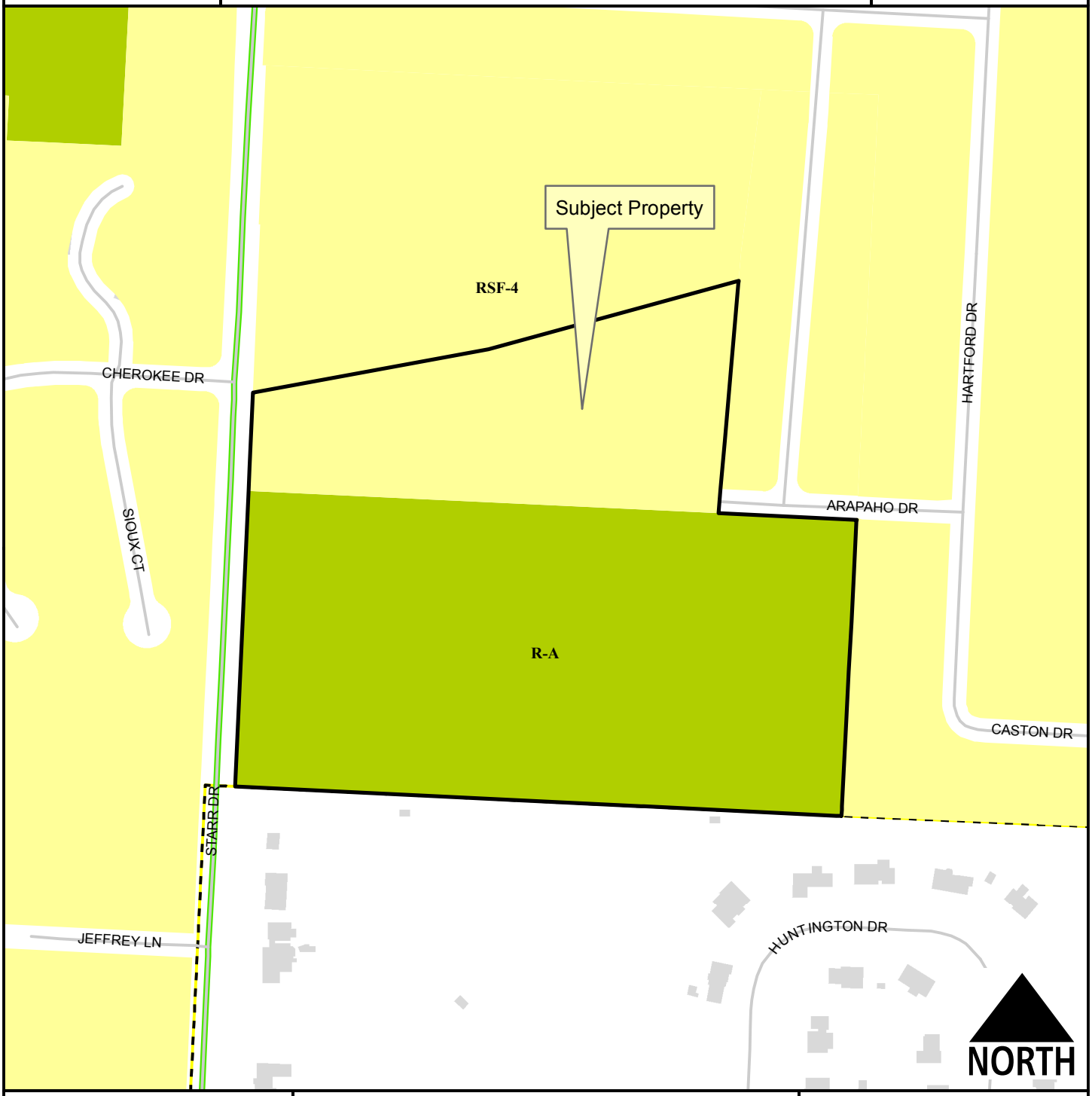
Attachments:
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

RZN 17-5734

Close Up View

ST. JOSEPH SCHOOL

17-5734
EXHIBIT 'A'



Legend

- Planning Area
- Fayetteville City Limits
- Building Footprint

Feet

0 112.5 225 450 675 900

1 inch = 300 feet

- Residential-Agricultural
- RSF-4

17-5734
EXHIBIT 'B'

LEGAL DESCRIPTION

NORTHERN PARCEL (PARCEL NUMBER 765-24049-00)

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 16 NORTH, RANGE 30 WEST, OF THE 5TH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEIN MORE PARTICTULARY DESCIRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE EAST MASTER STREET PLAN RIGHT OF WAY OF NORTH STARR DRIVE WHICH IS N03°07'25"E 613.54 FEET AND S87°20'07"E 58.32 FEET, FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE ALONG SAID RIGHT OF WAY N02°34'05"E 204.49 FEET, THENCE LEAVING SAID RIGHT OF WAY N79°33'37"E 497.79, THENCE N74°43'30"E 537.53 FEET, THENCE S04°53'41"W 483.28 FEET, THENCE N87°20'07"W 977.07 FEET TO THE POINT OF BEGINNING, CONTAINING 7.50 ACRES MORE OR LESS SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD.

ORIGINAL PARCELS (PARCEL NUMBERS 765-19172-010 AND 765-19172-020)

A PART OF THE SOUTHWEST QUARTER OR THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP SIXTEEN NORTH, RANGE THIRTY WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DECSCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SWOTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE ALONG THE WEST LINE OF THE SW ¼ OF THE SE ¼ OF SAID SECTION ONE NORTH 0°00'00" WEST 610.72 FEET TO A POINT; THENCE N89°35'33"E 1321.72 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION ONE; THENCE WITH SAID EAST LINE S00°10'40"E 613.54 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTIO ONE, THENCE ALONG THE SOUTH SLINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION ONE S89°43'06"W FOR 1323.61 FEET TO THE POINT OF BEGINNING, CONTAINING 18.59 ACRES MORE OR LESS.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY	*FEE: $325.00*
Date Application Submitted:	*Sign Fee: $5.00*
Date Accepted as Complete:	*S-T-R:*
Case / Appeal Number:	*PP#:*
Public Hearing Date:	*Zone:*

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

Application:

Indicate one contact person for this request: _____ **Applicant** __X__ **Representative**

Applicant (person making request):

Name: Diocese of Little Rock
Bishop Anthony Taylor

Address: 2500 North Tyler St.
Little Rock, AR 72207

E-mail: jtyler@sjfay.com

Phone:
( ) 501-664-0340
( )

Fax:
( )

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

Name: Tom Hennelly, PE
Paul Warren

Address: 1722 North Starr Drive
Fayetteville, AR 72701-2937

E-mail: tahennelly@yahoo.com
pwarren@sjfay.com

Phone:
( ) 479-442-0890
( )

Fax:
( )

Site Address / Location: 1722 North Starr Drive, Fayetteville, AR 72701

Current Zoning District: R-A and RSF-4

Requested Zoning District: P-1

Assessor's Parcel Number(s) for subject property: 765-19172-020, 765-19172-010, 765-24049-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:
Diocese of Little Rock

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): Tom Hennelly, PE Date: February 9, 2017

Signature:

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

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

Name (printed): Bishop Anthony Taylor

Signature:

Date: 2/10/17

Address: 2500 North Tyler St.
Little Rock, AR 72207

Phone:
( ) 501-664-0340

Name (printed):

Signature:

Date:

Address:

Phone:
( )

Rezoning Checklist:

Attach the following items to this application:

(1) Payment in full of applicable fees for processing the application:
$325.00 application fee
$5.00 public notification sign fee

(2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.

(3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.

(4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

(5) A *written description* of this request addressing the following items:

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

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

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

d. Availability of water and sewer (state size of lines). This information is available from the City Engineering Division.

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.

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

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

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

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

(6) The applicant is responsible for meeting the public notification requirements for a Rezoning listed on the Notification Requirements pages in this application.

Notice: Resources including current zoning regulations, City Plan 2030, Future Land Use Plan, Master Street Plan and Zoning maps are available for review on our website, www.accessfayetteville.org and in the Planning Office.

All applicants should meet with a staff Planner prior to completing a Rezoning application.

CITY OF Fayetteville ARKANSAS

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

MEETING DATE: March 27, 2017 **(Updated with Planning Commission Results)**

SUBJECT: **RZN 17-5734: Rezone (1722 N. STARR DR./ST. JOSEPH'S SCHOOL, 373):** Submitted by TOM HENNELLY for properties at 1722 N. STARR DR. The properties are zoned R-A, RESIDENTIAL AGRICULTURAL AND RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 26.09 acres. The request is to rezone the properties to P-1, INSTITUTIONAL.

RECOMMENDATION:
Staff recommends forwarding **RZN 17-5734** to the City Council with a recommendation of approval, based on the findings herein.

BACKGROUND:
The proposed rezoning request is for three parcels, totaling approximately 26.09 acres to the east of Starr Drive and about ¼ of a mile south of Mission Boulevard/Highway 45. The site is currently split-zoned, with the two southern parcels designated R-A, Residential-Agricultural, and the northern parcel as RSF-4, Residential Single-family, 4 Units per Acre. Of the three parcels, the southern two were annexed in to the City of Fayetteville in July of 2000, and are developed with the Saint Joseph Catholic Church and School along with its associated parking lot and outdoor activity areas. The northern of the three parcels remains undeveloped, and was annexed in July of 2004, rezoned to RSF-4 in 2016, and acquired by the current property owner in early 2017.

Due to the zoning requirements of the R-A zoning district limiting Use Unit 4: Recreational and Cultural Facilities to a conditional use, the church and school currently operate under a conditional use permit that was approved in September of 2000 and subsequently revised and approved by the Planning Commission in January of 2009 (*See attached*). Revised conditions allow for a larger student enrollment total (to 475, up from 394), but continue to require that school start times be staggered with the public schools in the area in order to mitigate traffic and congestion concerns. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Undeveloped; Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre
South	Single-family Residential	Ag/SF Res 1 unit/ac. (Washington County)
East	Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre
West	Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre

Request: The request is to rezone the property from R-A, Residential-Agricultural, and RSF-4, Residential Single-family, 4 Units per Acre, to P-1, Institutional in order to make the zoning consistent with the existing use of a church and school on the site, and to prevent the church from having to go through the conditional use permit process every time an addition or expansion is planned.

Public Comment: Staff has received comment from a resident in an adjacent neighborhood objecting to the request, citing traffic concerns and the inadequacy of Starr Drive to handle greater amounts of vehicular movement.

INFRASTRUCTURE:

Streets: Two of the subject parcels (765-19172-020, and 765-24049-000) have direct frontage and access to Starr Drive, a Minor Arterial, which is improved along the property frontage, including asphalt, curb, and storm drain. Of the two parcels with frontage along Starr Drive, only the southern of the two, 765-19172-020, currently has sidewalk in place, while the requirement for sidewalk along the northern parcel's frontage will be determined at the time of development proposal. The remaining parcel, 765-19172-010, has access from Arapaho Drive, a fully improved residential street with asphalt, curb, storm drainage and sidewalks.

Water: Public water is available to the site. An existing 8" water main runs along the property frontage of Starr Drive. There are additional 8" mains on the subject property which are used for water service and fire protection.

Sewer: Public sanitary sewer is available to the parcels that front Starr Drive (765-19172-020, and 765-24049-000) via an existing 8" main located in that street's right-of-way. The remaining parcel, 765-19172-010, does not have direct access to sanitary sewer. A main extension would likely be required from the existing residential subdivision to the north and east at the time of development.

Drainage: Any additional improvements or requirements for drainage would be determined at time of development. No portion of these parcels lie within the FEMA designated 100-yr floodplain or the HHOD. A protected stream runs south to north through these parcels. Hydric Soils have been identified on portions of these parcels and would require a wetlands determination to be provided at the time of development proposal.

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

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

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates the properties within the proposed rezone as **Residential Neighborhood Area.***

- **Residential Neighborhood Areas** are primarily residential in nature and support a variety of housing types of appropriate scale and context. The designation also encourages the incorporation of low-intensity, non-residential uses intended to serve the surrounding neighborhood, such as retail and offices, on connecting corridors and corners.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Although located in an area that is almost exclusively single-family residential in use, staff finds that the proposed P-1 zoning is compatible with surrounding land uses and will be sufficiently regulated to have minimal if any adverse impacts. Not only are the uses permitted in the P-1 zoning district appropriate for a residential setting, but the properties proposed for rezoning are also located along Starr Drive, which is classified, but not improved as, a Minor Arterial. Starr Drive feeds northward to Mission Boulevard, a Principal Arterial. Access to these connecting streets can mitigate for the higher traffic volumes sometimes associated with institutional land uses. Additionally, the proposed P-1 zoning would allow future improvements by right to the existing church and school that staff feels will be beneficial to both the immediate neighborhood and the larger Fayetteville community.**

Land Use Plan Analysis: **The proposed zoning is consistent with the Future Land Use Map (FLUM) of the City Plan 2030.**

A rezoning of the parcels, particularly given their adjacency to Starr Drive is consistent with the City's Residential Neighborhood Area land use designation and its stated intent to encourage nonresidential uses along connecting corridors.

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

Finding: **The proposed rezoning to P-1 is justified in order for the zoning map to be consistent with the existing, long-standing use of a church and school on this property. As noted, the existing church and school have received approval for conditional use permits on multiple occasions, and will continue to be required to do so under the current zoning for any improvements or additions in the future. Although requiring the church and school to continue operating under a conditional use permit may be appropriate in a different location or context in order to minimize adverse effects, the location of the property on an arterial street with compatible uses on all adjacent property lines justifies the rezoning.**

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

Finding: **The existing church has over 7,000 members and is allowed by its conditional use permit to have 475 students attending the associated school. Despite the large membership, attendance is spread over five mass times on Saturday and Sunday with attendance fluctuating between 109 and 638 parishioners based on data provided by the applicant for February, 2017.**

Rezoning to P-1 would result in the potential for an increase in traffic compared with that allowed under the existing zoning and conditional use permit. Although the surrounding street system accommodates existing traffic from the church, school, and surrounding residential neighborhoods, any future development on the property would be evaluated for potential street improvements.

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: **Based on a review of existing infrastructure available to the subject property, along with existing land uses and development potential, staff finds that the proposed rezoning would not create undesirable impacts to public services, or a density that is incompatible with the current uses in the surrounding area. With the uses allowed under the P-1 zoning district, rezoning the property as requested cannot significantly alter population density in the area.**

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 17-5734 to the City Council with a recommendation of approval, based on the findings discussed throughout this report.

PLANNING COMMISSION ACTION:	**Required**	**YES**		
Date: March 27, 2017	**❒ Tabled**	**☒ Forwarded**		**❒ Denied**
Motion:	**Selby**			
Second:	**Belden**			
Vote:	**8-0-0**			
CITY COUNCIL ACTION:	**Required**	**YES**		
Date: April 18, 2017 (*planned*)	**❒ Approved**		**❒ Denied**	

BUDGET/STAFF IMPACT:
None

Attachments:

- Unified Development Code:
    - §161.03, R-A, Residential-Agricultural
    - §161.07, RSF-4, Residential Single-family, 4 Units per Acre
    - §161.30, P-1, Institutional
- Request letter
- Rezone exhibit
- Staff Report for CUP 08-3188 (Conditional Use Permit for St. Joseph's Catholic Church & School)
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.03 - District R-A, Residential-Agricultural

(A) *Purposes*. The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses*.

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)

(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5195, 11-6-08; Ord. No. 5238, 5-5-09; Ord. No. 5479, 2-7-12)

161.07 - District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses*.

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

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet

Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations* .

Building Height Maximum	45 feet

Height Regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921 , §1, 11-1-16)

161.30 - District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	30 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	20 feet
Side, when contiguous to a residential district	25 feet
Rear	25 feet
Rear, from center line of public alley	10 feet

(F) *Height Regulations.* There shall be no maximum height limits in P-1 Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

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

(Code 1965, App. A., Art. 5(XI); Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5073, 11-06-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5800 , § 1(Exh. A), 10-6-15)

CUP 17-5734

Request Letter

February 9, 2017

City of Fayetteville
Planning Department
113 West Mountain St
Fayetteville, AR 72701

Attn: Jonathan Curth
Re: Saint Joseph Catholic Church Rezoning

Jonathan,

Please consider this correspondence as an official request to rezone approximately 25 acres on the east side of Starr Drive in east Fayetteville from R-A (Residential Agricultural) and RSF-4 (Residential Single Family, 4 units per acre) to P-1 (Institutional).

The property in question consists of three separate parcels. Two of the parcels, 765-19172-010 and 765-19172-020, consisting of approximately 17.5 acres, make up the original property purchased by Saint Joseph from Doctor Ernest Stanberry in 1997. The remaining 7.5 acres were purchased from Doctor J.B. Hays in early 2017. The total which we are requesting to be rezoned is approximately 25 acres.

The reason for the request is to gain similar “use by right” privileges afforded to other similarly zoned property. The parish intends to occupy the property for perpetuity and would like to have all the afforded developmental rights that other churches and schools enjoy.

The parish does not intend to alter the current use of the property. For the past 20 years, the parish has owned the property

All necessary utilities are currently available to the property and are being used by the Parish. Water service is provided via an existing 8” line. Sanitary sewer service is provided via a private lift station which pumps to an existing 8” sanitary sewer line.

The proposed land use is consistent with the actual use of the property for the past 15 years. The plans of the parish are consistent with the historical use of the property as a church and school campus.

We feel the proposed zoning is justified based on the history of the relationship of the St. Joseph community with the neighbors. We feel affording the parish use by right privileges on the property is appropriate.

The proposed zoning will not appreciably create an increase in traffic or congestion. Because the intended use of the property is identical to its current use, the rezoning will not result in any increase in traffic or congestion.

The requested rezoning will not create an increased population density or an increased demand on any public services or infrastructure.

Because the Saint Joseph Parish specifically targeted this property for the long-term use as a Catholic Church and School 15+ years ago, there are not near term plans for the parish to utilize the property for the use that it is currently zoned.

We would appreciate your favorable consideration in this matter.

Sincerely,



Thomas A. Hennelly, PE
Parishioner

Washington County Public Map System



February 12, 2017

1:2,389

0 0.03 0.06 0.12 mi

0 0.0475 0.095 0.19 km

Washington County, AR

County Street Centerlines
- <all other values>
- State Highway
- Local Paved
- Local Gravel
- Interstate

Building Footprints 2013
- Changed
- Demolished
- Existing
- New
- PossiblyChanged
- Unknown

Building Structure Points
- AB - Agri Building Only
- BB - Billboard Only
- BD - Boat Dock Only
- CB - Commercial Building Only
- EX - Exempt Property
- HPR - Horizontal Property Regime
- MH - Mobile Home
- RB - Res Building Only
- TWR - Tower
- County Parcels

City Limits
- Cane Hill
- Cincinnati
- Durham
- Dutch Mills
- Elkins
- Elm Springs
- Evansville
- Farmington
- Fayetteville
- Goshen
- Greenland
- Johnson
- Lincoln
- Litteral
- Morrow
- Prairie Grove
- Salem Springs
- Springdale
- Sulphur City
- Summers
- Tontitown
- West Fork
- Winslow

- County Boundary

Washington County
2014 Washington County

PC Meeting of January 26, 2009

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Dara Sanders, Current Planner
THRU:	Jeremy Pate, Director of Current Planning
DATE:	January 13, 2009

CUP 08-3188: (ST. JOSEPH'S CATHOLIC CHURCH, 373): Submitted by H2 ENGINEERING, INC. for property located at 1722 STARR DRIVE. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 17.73 acres. The request is for an addition to an existing Conditional Use Permit for a church and school, Use Unit 4 (Cultural & Recreational facility) in the R-A (Residential Agricultural) Zoning District.

Planner: Dara Sanders

BACKGROUND:

Property Description and History: The subject property is located on Starr Drive, south of Mission Boulevard. In September 2000, the Planning Commission approved a Large Scale Development request for a 48,099 sq. ft. structure and an associated Conditional Use request to allow for a church and school (Use Unit 4) on the subject property. Conditions of Approval for the CUP limited the number of students to 394, restricted the grades to 8th grade and under, and required staggered school hours that would not coincide with Vandergriff Elementary and McNair Middle School in order to reduce future traffic congestion.

Proposal: The applicant proposes to construct 31,615 sq. ft. addition to the existing building with associated parking. Expansion of the existing structure and school operation requires Planning Commission approval of a new Conditional Use Permit. The expansion will include classroom space, office space, and 19,728 sq. ft. of activity space to accommodate a gymnasium. The expansion will increase enrollment capacity to 475 students.

Surrounding Land Use:

Direction from Site	Land Use	Zoning
North	Residential	RSF-1, Residential Single Family, 1 unit/acre
South	Residential	Planning Area
East	Residential	RSF-4, Residential Single Family, 4 units/acre
East	Residential	RSF-4, Residential Single Family, 4 units/acre

Public Comment: Staff has received public comment not in support or opposition of the request, but expressing traffic concerns for the area.

Staff has received information from the Transportation Division regarding future installation of planned traffic signals near the intersection of Crossover Road and Highway 45/Mission Boulevard. The Arkansas State Highway Department has approved installation of a new traffic signal at the intersection of Starr Drive and Highway 45. Acquisition of all components for the signal has begun, and the Transportation Division has established a projected time of installation in March or April 2009.

Sidewalk: The applicant shall coordinate with the Sidewalk Administrator to repair all broken portions of the existing sidewalk adjacent to the subject property.

RECOMMENDED MOTION:

Staff recommends approval of the CUP 08-3188 subject to the following conditions:

1. **The maximum number of students to be enrolled in the school shall not exceed 475 students.**

2. **As required by CU 00-18.00, the start of the school day shall be staggered. St. Joseph's School will begin classes before 7:15 AM or after 8:15 AM so that they do not coincide with morning start times for Vandergriff Elementary and McNair Middle School.**

3. **The expansion shall be constructed as shown on the approved Large Scale Development (LSD 08-3187).**

4. **Additional signage shall not be permitted.**

5. **Future expansion of or modification to the structure or operation of the school or church will require Planning Commission approval of a new conditional use request.**

PLANNING COMMISSION ACTION: Required YES

Planning Commission Action: ☐ Approved ☐ Denied ☐ Tabled
Motion:
Second:
Vote:
Meeting Date: **January 26, 2009**

City Plan 2025 designation: Residential Neighborhood Area

Section 163.02. AUTHORITY; CONDITIONS; PROCEDURES.
B. Authority; Conditions. The Planning Commission shall:

1. Hear and decide only such special exemptions as it is specifically authorized to pass on by the terms of this chapter.

2. Decide such questions as are involved in determining whether a conditional use should be granted; and,

3. Grant a conditional use with such conditions and safeguards as are appropriate under this chapter; or

4. Deny a conditional use when not in harmony with the purpose and intent of this chapter.

C. A conditional use shall not be granted by the Planning Commission unless and until:

1. A written application for a conditional use is submitted indicating the section of this chapter under which the conditional use is sought and stating the grounds on which it is requested.

Finding: The applicant has submitted a written application requesting a conditional use for Use Unit 4 within the R-A zoning district.

2. The applicant shall pay a filing fee as required under Chapter 159 to cover the cost of expenses incurred in connection with processing such application.

Finding: The applicant has paid the required filing fee.

3. The Planning Commission shall make the following written findings before a conditional use shall be issued:

(a.) That it is empowered under the section of this chapter described in the application to grant the conditional use; and

Finding: The Planning Commission is empowered under §161.03 to grant the requested conditional use permit.

(b.) That the granting of the conditional use will not adversely affect the public interest.

Finding: Staff finds that an expansion the existing use will not adversely affect the public interest, as the expansion is intended to accommodate 81 additional students. Staff finds that the gymnasium, making up a majority of the expansion, is to be utilized by existing students and will draw vehicular traffic during off-peak hours on a Collector Street (Starr Drive). The existing church and school approved in 2000 have

proven to be compatible with the surrounding area.

Additionally, staff finds that with the addition of a traffic signal at the intersection of Starr Drive and Highway 45 (Mission Boulevard) will relieve impact of an increase in the number of vehicle trips in the surrounding neighborhood.

(c.) The Planning Commission shall certify:

(1.) Compliance with the specific rules governing individual conditional uses; and

Finding: **There are no specific rules governing this individual conditional use request.**

(2.) That satisfactory provisions and arrangements have been made concerning the following, where applicable:

(a.) Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;

Finding: **The applicant proposes to utilize the existing driveway to access the property. All required City divisions have reviewed the proposed site plan submitted for the associated Large Scale Development (LSD 08-3187), and the applicant has complied with the requests regarding access.**

(b.) Off-street parking and loading areas where required, with particular attention to ingress and egress, economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district;

Finding: **A parking lot is required for the proposed expansion. As indicated on the site plan submitted for LSD 08-3187 by the applicant, a parking lot (in addition to the existing parking lot) with approximately 73 parking spaces will be provided for the students, visitors, and employees of the facility. Staff has reviewed the proposed parking lot for compliance with Chapter 172 (Parking and Loading) and Chapter 177 (Landscape Regulations). Staff finds that the parking lot is adequately screened and buffered from adjacent properties and will not have an adverse impact on adjacent properties or properties in**

the district.

All outdoor lighting shall meet the requirements of the Outdoor Lighting Ordinance. A lighting plan and details shall be submitted to the Planning Division as part of the building permit review.

(c.) Refuse and service areas, with particular reference to ingress and egress, and off-street parking and loading,

Finding: **In compliance with City ordinance, any dumpsters shall be screened with materials compatible with, and complementary to, the principal structure with access not visible from the street. Location of all proposed dumpsters is subject to approval by the Solid Waste Division as part of the large scale development review.**

(d.) Utilities, with reference to locations, availability, and compatibility;

Finding: **All necessary utilities shall be extended to serve the development per ordinance requirements.**

(e.) Screening and buffering with reference to type, dimensions, and character;

Finding: **As part of the Large Scale Development review, the applicant has submitted a Landscape and Tree Preservation Plan for approval pursuant to City Ordinance. Adequate vegetative screening is proposed and shall be provided as required and shown on the associated site plan for LSD 08-3187.**

(f.) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;

Finding: **Additional signage on the property shall not be permitted.**

(g.) Required setbacks and other open space; and

Finding: **The proposed development meets the open space requirements and all bulk and area requirements for the R-A zoning district, including height limitations.**

(h.) General compatibility with adjacent properties and other property in the district.

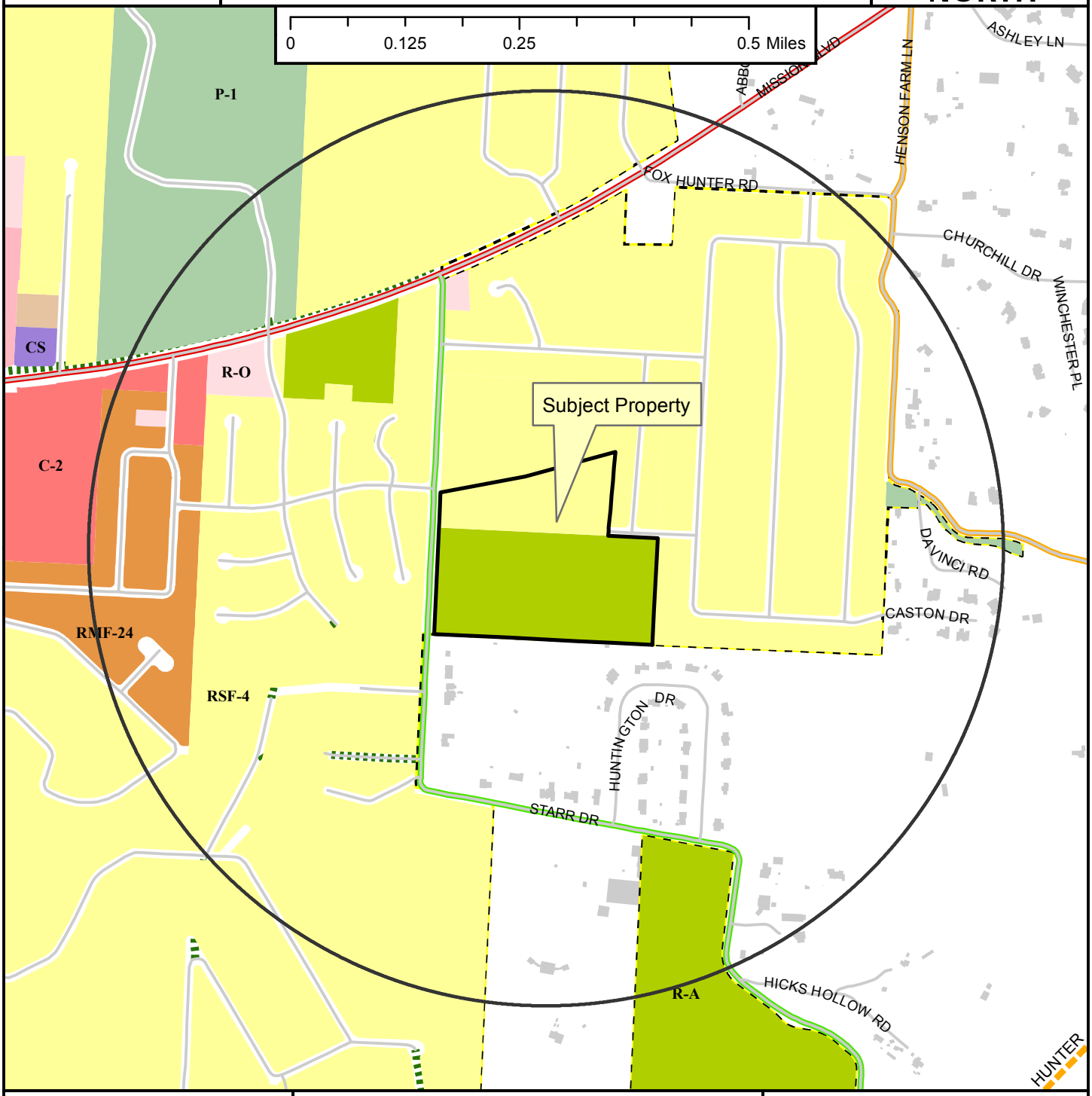
Finding: **Staff finds that the proposed expansion of the existing use will be compatible with the uses allowed in those zoning districts. Staff finds that granting the conditional use permit will be in harmony with the general purpose and intent of City Plan 2025 for Residential Neighborhood Areas and the zoning regulations, and will not be injurious to the surrounding properties.**

RZN 17-5734

One Mile View

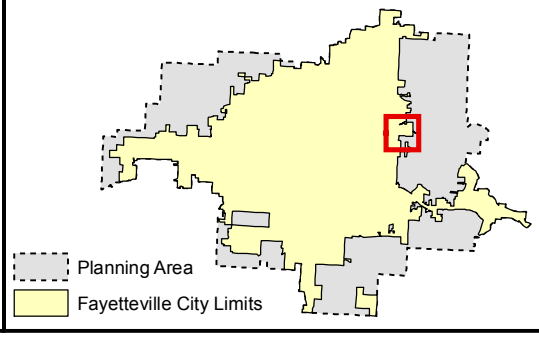
ST. JOSEPH SCHOOL

NORTH



Legend

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



Zoning

RESIDENTIAL SINGLE-FAMILY
- Residential-Agricultural
- RSF-.5
- 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

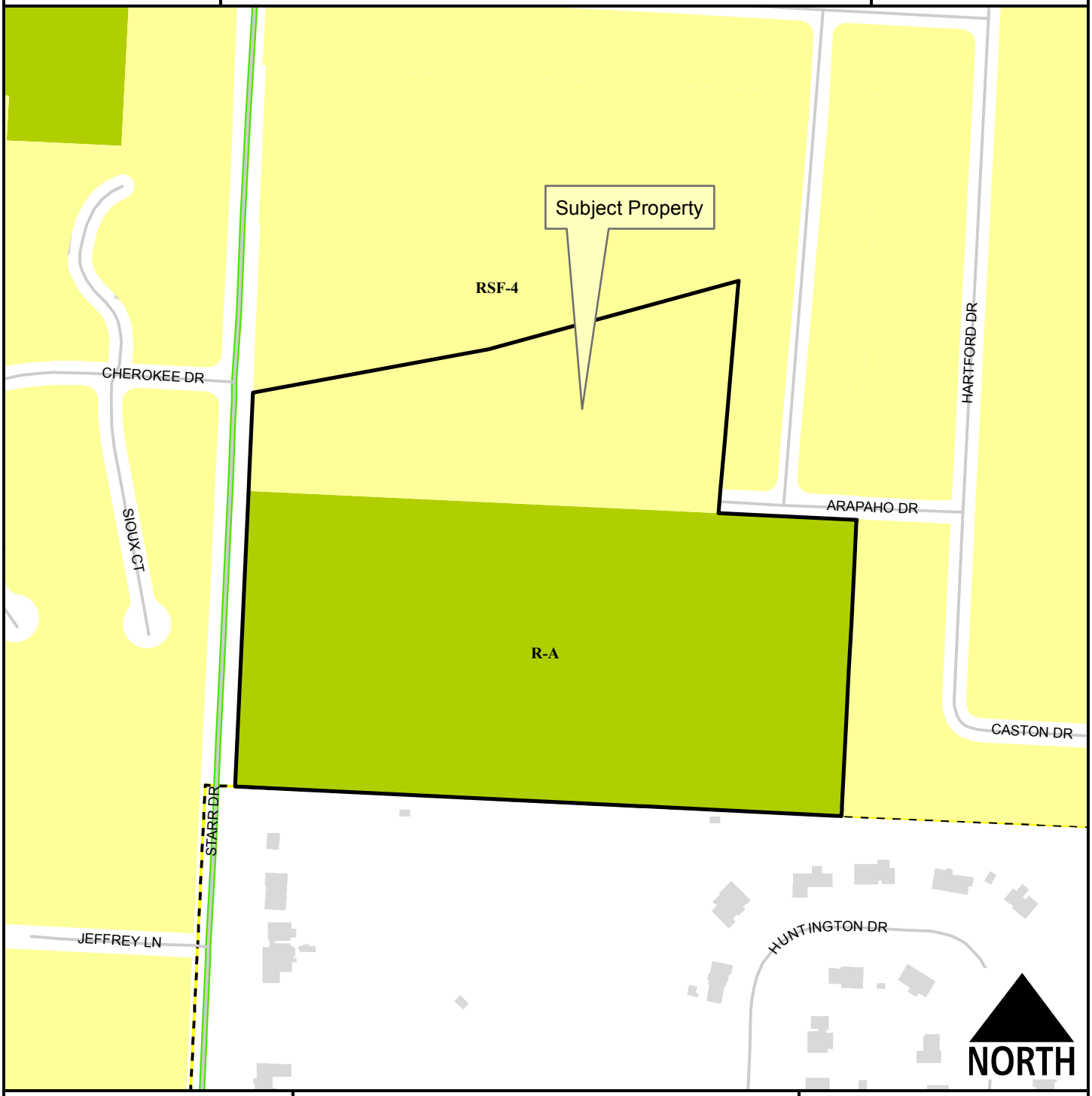
PLANNED ZONING DISTRICTS
- Commercial, Industrial, Residential

INSTITUTIONAL
- P-1

RZN 17-5734

Close Up View

ST. JOSEPH SCHOOL



Legend

- Planning Area
- Fayetteville City Limits
- Building Footprint

Feet

0 112.5 225 450 675 900

1 inch = 300 feet

- Residential-Agricultural
- RSF-4

RZN 17-5734

Current Land Use

ST. JOSEPH SCHOOL

NORTH



RZN17-5734
Streams
Street
MINOR ARTERIAL
County Parcels
Planning Area
Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1 inch = 300 feet

FEMA Flood Hazard Data

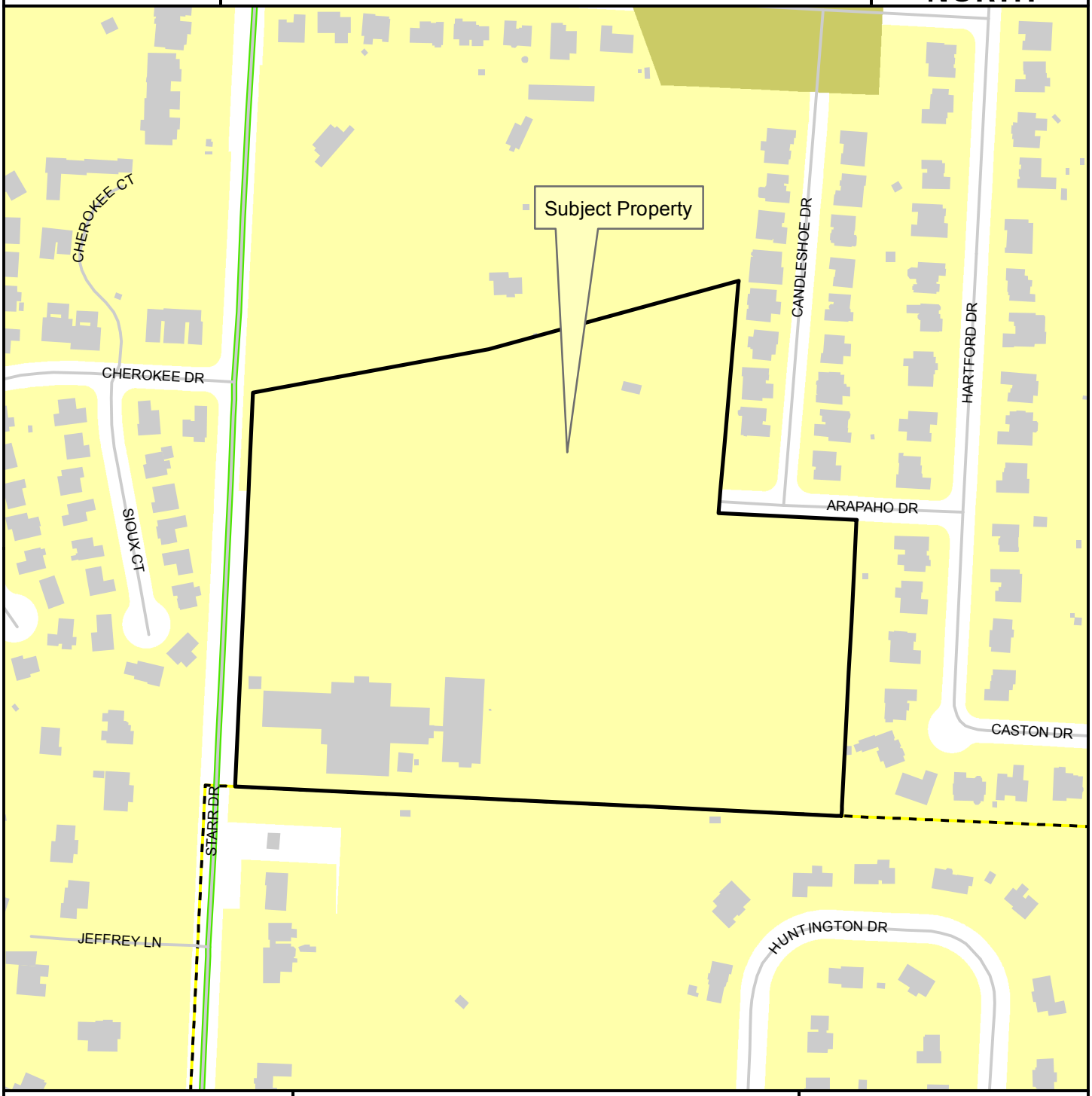
100-Year Floodplain
Floodway

RZN 17-5734

Future Land Use

ST. JOSEPH SCHOOL

NORTH



Legend

- Planning Area
- Fayetteville City Limits
- Building Footprint

Feet

0 112.5 225 450 675 900

1 inch = 300 feet

FUTURE LAND USE 2030

- Residential Neighborhood Area
- Civic and Private Open Space/Parks

City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0186

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Ordinance

Agenda Number: C. 5

RZN 17-5732 (1840 W.POPLAR ST./POPLAR ST. MOBILE HOME PARK):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5732 FOR ABOUT 9.20 ACRES LOCATED AT 1840 WEST POPLAR STREET FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE TO CS, COMMUNITY SERVICES

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RMF-24, Residential Multi Family, 24 Units per Acre to CS, Community Services.

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

2017-0186

Legistar File ID

4/18/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Andrew Garner	3/31/2017	City Planning / Development Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN 17-5732: Rezone (1840 W. POPLAR ST./POPLAR ST. MOBILE HOME PARK, 366): Submitted by JORGENSEN & ASSOCIATES, INC. for property at 1840 W. POPLAR ST. The property is zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE and contains approximately 9.20 acres. The request is to rezone the property to CS, Community Services.

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 OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 18, 2017

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, Planning Director

FROM: Quin Thompson, Current Planner

DATE: March 31, 2017

SUBJECT: **RZN 17-5732: Rezone (1840 W. POPLAR ST./POPLAR ST. MOBILE HOME PARK, 366):** Submitted by JORGENSEN & ASSOCIATES, INC. for property at 1840 W. POPLAR ST. The property is zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE and contains approximately 9.20 acres. The request is to rezone the property to CS, Community Services.

RECOMMENDATION:
The City Planning staff and Planning Commission recommend approval of an ordinance to rezone the subject property to CS, Community Services, as shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is located south east of the intersection of Poplar and Leverett Street. The approximately 9.20 acre parcel is within the RMF-24 zoning district and contains a mobile home park and a small multi-family apartment development built in 1978. The property is near the Scull Creek Trail but has no direct access to it.

Request: The request is to rezone the property from RMF-24, Residential Multi-family, 24 Units per Acre to CS, Community Services, in order prepare the parcel for re-development.

Land Use Compatibility: The proposed zoning is compatible with surrounding land use patterns in this area, which include a mixture of multi-family residential, commercial, industrial, and one and two family homes. The proposal to increase the multi-family density or mixed-use intensity at this location, near the UARK campus and served by existing infrastructure is appropriate and future redevelopment of the site is expected to beneficially impact the neighborhood overall.

Land Use Plan Analysis: The proposed zoning is compatible with the Future Land Use Map (FLUM) and fully consistent with the City Neighborhood Area designation of the subject property and surrounding area, which encourages a wide variety of uses within a dense urban environment. City Plan 2030 encourages both infill development and re-development in a traditional urban form.

Goal #6 of City Plan 2030 discusses a desire for attainable housing and a variety of housing types, sizes and densities. The applicant's stated redevelopment of this site would remove a mobile home park with approximately 40-50 attainable/affordable units. However, this rezoning does not directly impact the applicant's desire to redevelop the site from mobile homes to multi-family housing.

DISCUSSION:
On March 27, 2017 the Planning Commission forwarded the proposal to City Council with a recommendation for approval passed by a vote of 8-0-0. The motion by Commissioner Hoffman included are request for the City Council to look at the issue of gentrification with this and other projects. Several residents of the property spoke about the difficulties of being displaced from their homes because of this rezoning. Moving in the case of a mobile home park is further complicated by the fact that many residents own their own mobile homes, and it is not easy to relocate to other parks in Fayetteville.

BUDGET/STAFF IMPACT:
N/A

Attachments:
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

RZN 17-5732	POPLAR ST. MOBILE HOME PARK	17-5732
Close Up View		EXHIBIT 'A'



Legend

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

Feet

0 112.5 225 450 675 900

1 inch = 300 feet

- RSF-4
- RSF-8
- RMF-24
- RMF-40
- I-1 Heavy Commercial and Light Industrial
- C-1
- C-2
- Commercial, Industrial, Residential

17-5732

EXHIBIT 'B'

Trailer Park and Associated Property
Parcel: 765-09505-000

LEGAL DESCRIPTION:

The West 116.72 feet of Lot 2, the West 10 feet of Lot 11, Lot 5, less and except the West 180 feet thereof, the West 30 feet of said West 180 feet being for Leverett Street, and all of Lots 3, 4, 6, 7, 8, 9 and 10, in Block 9, in Parker's Plat of Valley View Acres in the City of Fayetteville, as shown upon the recorded plat thereof, on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and being described as follows: Beginning at the SW Corner of said Lot 8, said point being the POINT OF BEGINNING, thence N02°33'23"E 539.17 feet, thence S87°27'41"E 180.00 feet, thence N02°33'23"E 144.42 feet, thence S87°06'36"E 497.66 feet, thence S02°43'35"W 341.01 feet, thence N87°13'23"W 106.26 feet, thence S02°43'26"W 343.52 feet, thence N87°06'17"W 569.39 feet to the POINT OF BEGINNING: Containing 9.20 acres more or less subject to easements and right of way of record.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY	***FEE: $325.00***
Date Application Submitted:	***Sign Fee: $5.00***
Date Accepted as Complete:	*S-T-R:*
Case / Appeal Number:	*PP#:*
Public Hearing Date:	*Zone:*

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

Application:

Indicate one contact person for this request: _____ **Applicant** X **Representative**

Applicant (person making request):

Name: Tait Coates
Business Name

Address: Fill in
Dallas, TX

E-mail: tait.coates@gmail.com

Phone:
(214) 577-2556
( )

Fax:
( )

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

Name: Jorgensen & Associates

Address: 124 W. Sunbridge
Fayetteville, AR 72703

E-mail:

Phone:
(479) 442-9127
( )

Fax:
( )

Site Address / Location: Trailer Park at Corner of Poplar and Leverette

Current Zoning District: RMF-24

Requested Zoning District: RMF-40

Assessor's Parcel Number(s) for subject property: 765-09505-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:
Tait Coates and Tommy Kilbride

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): Evan Niehues Date:

Signature:

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

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

Name (printed): George Niblock

Signature:

Date: 2/15/17

Address: P.O. Box 182
Fayetteville, AR 72702

Phone:
(479) 466-0464

Name (printed):

Signature:

Date:

Address:

Phone:
( )

Rezoning Checklist:

Attach the following items to this application:

(1) Payment in full of applicable fees for processing the application:
$325.00 application fee
$5.00 public notification sign fee

(2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.

(3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.

(4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

CITY OF Fayetteville ARKANSAS

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Planner

MEETING DATE: ~~March 27, 2017~~ ***UPDATED 3/29/2017***

SUBJECT: **RZN 17-5732: Rezone (1840 W. POPLAR ST./POPLAR ST. MOBILE HOME PARK, 366):** Submitted by JORGENSEN & ASSOCIATES, INC. for property at 1840 W. POPLAR ST. The property is zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE and contains approximately 9.20 acres. The request is to rezone the property to RMF-40, RESIDENTIAL MULTI FAMILY, 40 UNITS PER ACRE.

RECOMMENDATION:
Staff recommends forwarding **RZN 17-5732** to the City Council with a recommendation of approval, based on the findings herein.

BACKGROUND:
The subject property is located south east of the intersection of Poplar and Leverett Street. The approximately 9.20 acre parcel is within the RMF-24 zoning district and contains a mobile home park and a small multi-family apartment development built in 1978. The property is near the Scull Creek Trail but has no direct access to it. The surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Multi-family Residential / Gas Station	RMF-24, Multi-family Residential / C-1 Neighborhood Commercial
South	Single-family and Multi-family Residential	RMF-24, Multi-family Residential
East	Two-family and Multi-family Residential	RMF-24, Multi-family Residential
West	Single-family and Multi-family Residential	RMF-40, Multi-family Residential / RSF-4, Residential Single-family

Request: The request is to rezone the property from RMF-24, Residential Multi-family, 24 Units per Acre RMF-40, Residential Multi-family, 40 Units per Acre in order prepare the parcel for re-development.

Public Comment: Staff has answered general questions about the proposed zoning district for neighboring property owners, without objection. An attached email provides a suggestion for incentivizing dense mixed use development in this part of Fayetteville.

INFRASTRUCTURE:

Streets: The property has direct frontage and access to Poplar Street, Leverett Avenue, and Ash Street. Poplar Street is a fully improved local street with asphalt, curb, storm drainage and sidewalks. Leverett and Ash are both partially improved, with asphalt, curb and storm drain, but no sidewalks.

Water: Public water is available to the property. An existing 8-inch diameter water main is located along the south side of the property, along Ash Street. In addition, there are existing 6-inch diameter water mains located along the property frontage of Poplar Street, and Leverett Avenue.

Sewer: Sanitary Sewer is available to property with 8-inch mains located along the north, south, and western sides.

Drainage: Any additional improvements or requirements for drainage would be determined at time of development. A portion of this parcel lies within the FEMA designated 100-yr floodplain. No part of the parcel lies within the HHOD. Hydric Soils have been identified on portions of these parcels and would require a wetlands determination to be provided at the time of development proposal.

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 this site as* ***City Neighborhood Area.*** These areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types. Non-residential uses range in size, variety and intensity from grocery stores and offices to churches, and are typically located at corners and along connecting corridors.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **The proposed zoning is compatible with surrounding land use patterns in this area, which include a mixture of multi-family residential, commercial, industrial, and one and two family homes. The proposal to increase the multi-family density at this location, near the UARK campus and served by existing infrastructure is appropriate and future redevelopment of the site is expected to beneficially impact the neighborhood overall.**

Land Use Plan Analysis: **The proposed zoning is compatible with the Future Land Use Map (FLUM) and consistent with the City Neighborhood Area designation of the subject property and surrounding area, which encourages a wide variety of uses within a dense urban environment. City Plan 2030 encourages both infill development and re-development in a traditional**

urban form. Goal #6 of City Plan 2030 discusses a desire for attainable housing and a variety of housing types, sizes and densities. The applicant's stated redevelopment of this site would remove a mobile home park with approximately 40-50 attainable/affordable units. However, this rezoning does not directly impact the applicant's desire to redevelop the site from mobile homes to multi-family housing.

***While the applicant has requested the RMF-40* zoning district, and staff supports the request, staff can also recommend the CS, Community Services zone for this property as well, finding that in terms of compatibility with current land use in the area and the Future Land Use Map, the CS zoning district would be a good fit for this property and potentially better for the area over time. The Future Land Use Map indicates encourages a high density residential and a variety of commercial uses in this area which are allowed under the CS zoning but prohibited within the single-use RMF-40 district. The property is within a large area of multi-family housing that is provided with very limited services that can be readily accessed without a car, and the proposed RMF-40 zoning district continues that pattern of development.**

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

Finding: **The applicant has requested the RMF-40 zoning to re-develop the property at their desired density. Staff finds that this higher density is justified given this infill location close to the UARK campus.**

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

Finding: **An RMF-40 zoning allows a high residential density. The proposed rezone should be expected to create increased traffic in the area over the existing RMF-24 zoning district, and given the property's current low density development pattern. In staff's opinion, Leverett and Poplar streets have the capacity to support traffic from a higher density development on the subject property. As such, traffic danger and congestion is not expected to increase appreciably. Street improvements will be evaluated during the development process.**

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

Finding: **With consideration for the subject property's low development density, a rezoning the property is likely to lead to increased load on public services and increased population density in the area. The subject property has access to existing infrastructure, and re-development is not expected to have undesirable adverse impacts on public services or facilities. The Police and Fire Departments have not expressed objections to the proposed zoning.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Staff recommends forwarding RZN 17-5732 to the City Council with a recommendation of approval, based on the findings discussed throughout this report.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: March 27, 2017	❐ **Tabled**	☒ **Forwarded**	❐ **Denied**
Motion:	*HOFFMAN: MOTION RECOMMENDING THE CS, COMMUNITY SERVICES ZONE AND ASKING THE CITY COUNCIL TO CONSIDER THE ISSUE OF GENTRIFICATION WITH THIS AND OTHER PROJECTS.*		
Second:	*AUTRY*		
Vote:	*8-0-0*		
CITY COUNCIL ACTION:	**Required**	**YES**	
Date: April 18, 2017	❐ **Approved**	❐ **Denied**	

BUDGET/STAFF IMPACT:
None

Attachments:

- UDC 161.15, RMF-24 Residential Multi-family / 24 Units per Acre
- UDC 161.16, RMF-40 Residential Multi-family / 40 Units per Acre
- UDC 161. 20, CS Community Services
- Public comment
- Request letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.15 - District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) Permitted Uses.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	24 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	35 feet
Two-family	35 feet
Three or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet

Townhouses: Individual lot	2,000 square feet
Single-family	3,000 square feet
Two (2) family	4,000 square feet
Three (3) or more	7,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet

(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)

161.16 - District RMF-40, Residential Multi-Family - Forty (40) Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional Uses.*

Unit 2	City-wide uses by CUP
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	Forty (40) 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	30 feet
Two (2) family	30 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	2,500 square feet
Two (2) family	3,000 square feet
Three (3) or more	7,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet
Fraternity of Sorority	500 square feet per resident

(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(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; 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. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, § 1(Exh. A), 10-6-15)

161.20 - Community Services

(A) *Purpose*. The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 44	Cottage 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 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials

Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density*. None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	56 feet

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

(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)

Thompson, Quin

From: Garner, Andrew
Sent: Wednesday, March 22, 2017 8:06 AM
To: Thompson, Quin
Subject: FW: Public comment RZN 17-5732 Poplar mobile home park
Attachments: north campus district idea.pdf; austin west campus overlay guidelines.pdf

Quin,
Please save this in the public comment file and include a copy of this in the Planning Commission report.

From: Scott Hill [mailto:razorbackscott@gmail.com]
Sent: Tuesday, March 21, 2017 7:06 PM
To: Garner, Andrew
Subject: Public comment RZN 17-5732 Poplar mobile home park

I live in Ward 2, and tend to think about development patterns and real estate quite a bit. I'm also familiar with good development patterns in other cities that I think Fayetteville would be well-served to emulate.

While it is good to see new development coming to the "North Campus" area, I think the city can do better than simply repeating what was built there 30 years ago--garden-style apartments.

I've attached some thoughts about possibly creating an overlay district for the area roughly boundaried by Leverett, Gregg, North St and the Agri Park.

I think the city could benefit greatly from creating incentives for new "student apartment" development in that area by providing a special zoning district with increased height allowances, similar to the West Campus area of Austin, Texas.

This neighborhood has the best mass transit infrastructure in Northwest Arkansas, as far as service predictability and volume. It is also bisected by the Scull Creek trail/ Razorback Greenway. A revamped zoning district to create a "real neighborhood" would not only allow people living in the area using Transit & Trails to get to campus, it would create over time a desirable destination (with retail, coffee shops, restaurants) that people from other areas could access this neighborhood via Transit & Trails.

Providing "privileges" in that area which are cost-neutral to the city will serve as "incentives" to developers (added height being the simplest), it could spur redevelopment and solve many problems at once.

The city can leverage an overlay district to require mixed use along arterials (Leverett, Sycamore. Poplar, North), and increased stream-side setbacks along interior lots (see attached map).

Austin's overlay for West Campus is a decent template, but it could be catered to Fayetteville getting what it wants in that neighborhood.

Austin West Campus actually has some historic structures and was primarily co-op housing and single-family older homes prior to their overlay, while Fayetteville's "North Campus" area is already primarily older multi-family and industrial/warehouse uses.

To my mind, it makes even more sense in Fayetteville than it did in Austin, when comparing the two neighborhoods as they existed prior to an overlay.

Thank you for discussing it. At a minimum, I would like to see the city provide guidelines for this developer with the future creation of a "real neighborhood" in mind: Form-based development pattern, street-parking, mixed-use.

This development could become the cornerstone that sets the standard for the future of the entire neighborhood.

Thank you.

JORGENSEN
+ASSOCIATES
Civil Engineering - Surveying
Landscape Architecture Services

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703

Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

February 15, 2017

City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Attn: Planning Department
Re: Trailer Park Rezoning between Poplar and Ash

Dear Planning Commissioners:

Please, find the attached rezoning application for your review. The property encompasses the old trailer park between Ash and Poplar, the apartments south of the EZ Mart and the property south to the intersection of Ash and Leverette. Having a project move forward and removing a very old trailer park from this area would greatly increase property values and improve conditions to help an up and coming end of Leverette.

Tommy Kilbride and Tait Coates would like to rezone the property from RMF-24 to RMF-40. To the NW is C-1 and RMF-40 zoning; just to the east are apartments at RMF-24 and I-1 zoning with a mix of warehouses, bars, and workshops among other business. The remainder of the surrounding properties and apartments, duplexes and other rental housing.

Water and sewer are available on three sides of the property.

This area is slated for a good deal of density, has and always will be because of its proximity to the U of A. The old trailer park is not the best use of such a good location. It's really an infill situation where services such as fire, water, police and schools are already in place. It would negatively impact services much less than adding another large project on the outskirts of the City where resources are stretching further and further every day.

The intermittent sprinkling of RMF-40 and RMF-24 zoning surrounding the subject property make it quite suitable for a density increase. Also, the future land use map labels this property as a City Neighborhood, which can have a wide range of uses. In addition, the proximity and direct arterial down Leverette to the University of Arkansas make it this perfect fit for additional density – like a bookend at the north side of Leverette.

Thank you for your consideration in this matter, and please don't hesitate to contact us with any questions or comments.

Sincerely;

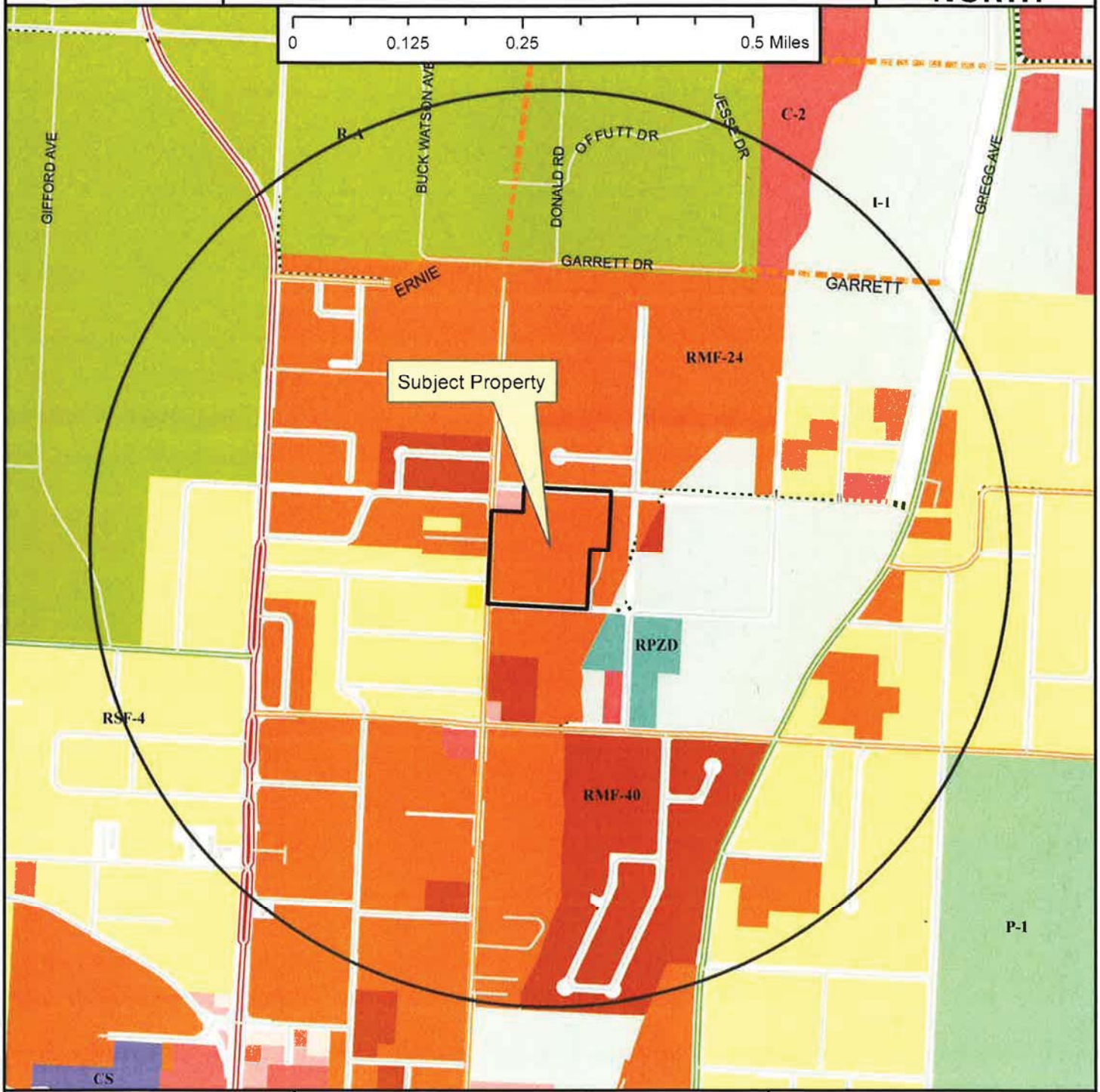
Evan L. Niehues, RLA

RZN 17-5732

One Mile View

POPLAR ST. MOBILE HOME PARK

NORTH



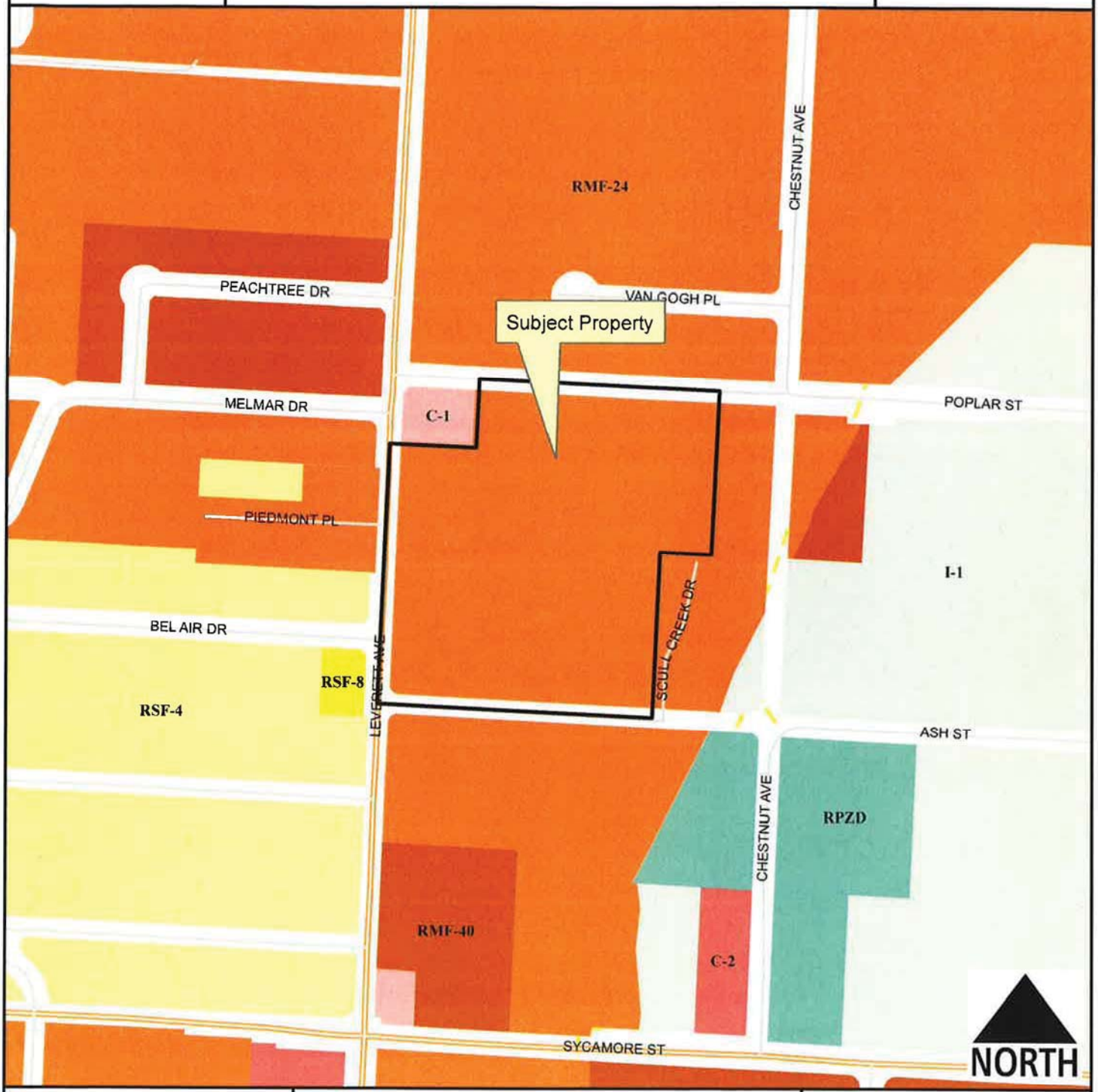
Legend

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





RZN 17-5732	POPLAR ST. MOBILE HOME PARK	
Close Up View		



Legend

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

Feet

0 112.5 225 450 675 900

1 inch = 300 feet

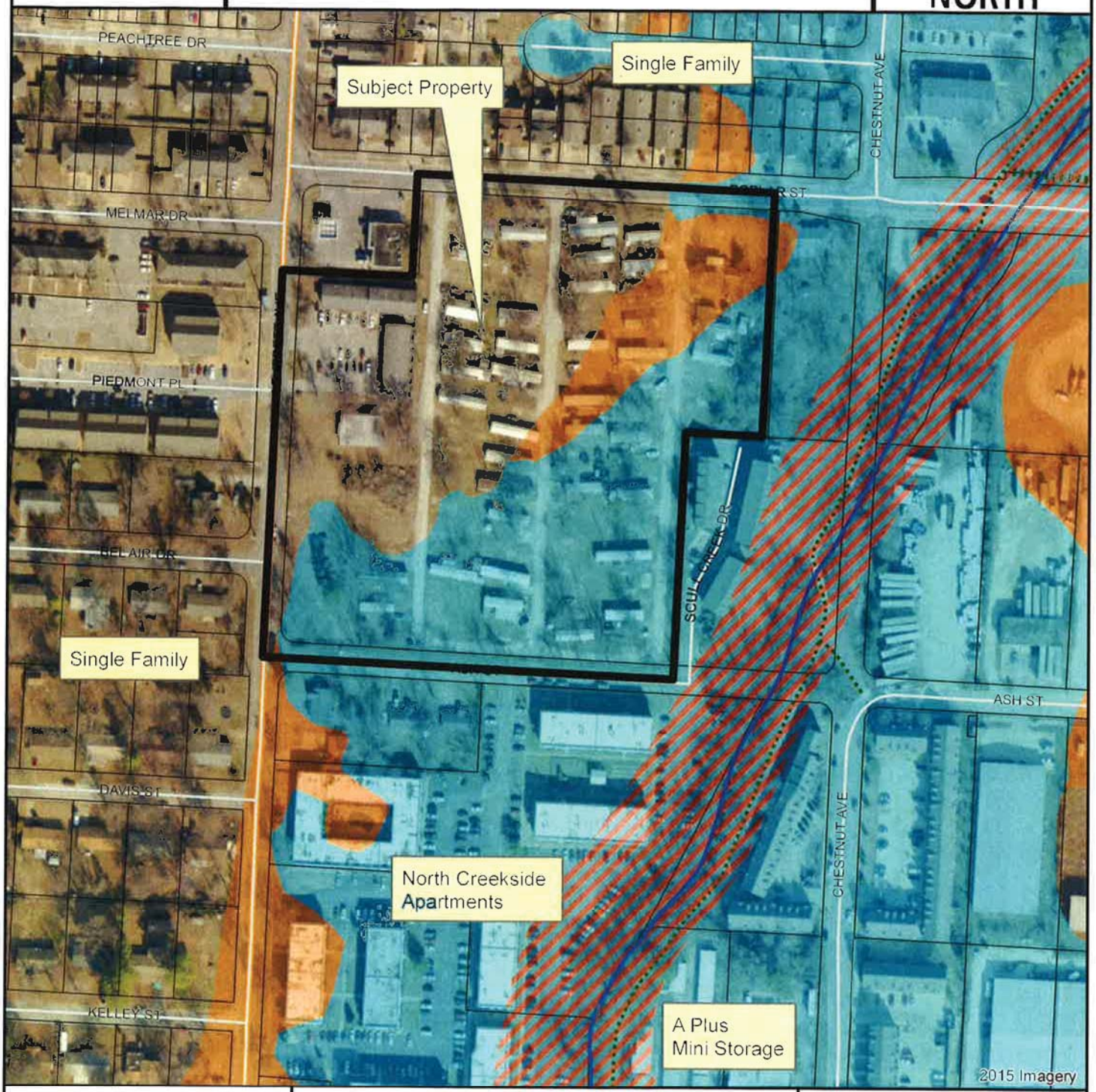
- RSF-4
- RSF-8
- RMF-24
- RMF-40
- I-1 Heavy Commercial and Light Industrial
- C-1
- C-2
- Commercial, Industrial, Residential

RZN 17-5732

Current Land Use

POPLAR ST. MOBILE HOME PARK

NORTH



RZN17-5732
Streams
Street
COLLECTOR
Shared Use Paved Trail
Trail (Proposed)
County Parcels
Planning Area
Fayetteville City Limits

Feet

0 75 150 300 450 600

1 inch = 200 feet

FEMA Flood Hazard Data

100-Year Floodplain
Floodway

RZN 17-5732

Future Land Use

POPLAR ST. MOBILE HOME PARK

NORTH



Legend

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

Feet

0 75 150 300 450 600

1 inch = 200 feet

FUTURE LAND USE 2030

- City Neighborhood Area
- Civic Institutional

City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0194

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Ordinance

Agenda Number: C. 6

AMEND ORD. 3898, BOTANICAL GARDEN AND FAYETTEVILLE SCHOOLS AGREEMENT:

AN ORDINANCE TO AMEND ORDINANCE 3898 BY REMOVING APPROXIMATELY 1.7 ACRES FROM THE LAKE FAYETTEVILLE NATURE STUDY CENTER RESERVE, TO APPROVE AN AMENDMENT TO THE JOINT LEASE AGREEMENT WITH THE FAYETTEVILLE SCHOOL DISTRICT TO REFLECT THE REMOVAL OF THE 1.7 ACRES, TO APPROVE AN AMENDMENT TO THE BOTANICAL GARDEN LAND LEASE AGREEMENT WITH THE BOTANICAL GARDEN SOCIETY OF THE OZARKS, INC. TO ADD APPROXIMATELY 1.7 ACRES TO THE LEASED PREMISES, AND TO APPROVE AN AMENDMENT TO THE BOTANICAL GARDEN OF THE OZARKS MASTER PLAN TO ADD AN OPERATIONS CENTER ON THE ADDITIONAL ACREAGE

WHEREAS, on June 20, 1995, the City Council passed Ordinance 3898 to reserve and maintain more than 260 acres on the eastern end of Lake Fayetteville for nature study purposes for the benefit of Fayetteville residents as well as the Fayetteville and Springdale school districts which had jointly constructed a nature study center on the property; and

WHEREAS, the Botanical Garden Society of the Ozarks, Inc. has identified a parcel of land approximately 1.7 acres in size adjacent to its leased premises that is currently within the nature study reserve on which it wants to construct an Operations Center to facilitate the maintenance of existing and future gardens; and

WHEREAS, the Springdale School District and Fayetteville School District have agreed to the proposal to amend Ordinance 3898 and reduce the nature study center reserve by approximately 1.7 acres, and the Fayetteville School District has also agreed to amend its Joint Lease Agreement with the City that covers portions of Jefferson Elementary School, Holcomb Elementary School, and Lake Fayetteville.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends Ordinance 3898 to remove approximately 1.7 acres from the Lake Fayetteville Nature Study Center Reserve as shown on the map attached to the Parks and Recreation Department's Agenda Memo as Exhibit A.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment #1 to the Joint Lease Agreement with the Fayetteville School District to remove approximately 1.7 acres

from the leased premises.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment #1 to the Botanical Garden Land Lease Agreement with the Botanical Garden Society of the Ozarks, Inc. by adding approximately 1.7 acres to the leased premises and further approves an amendment to the Botanical Garden of the Ozarks Master Plan to add an Operations Center to the additional acreage.

City of Fayetteville Staff Review Form

2017-0194

Legistar File ID

4/18/2017

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

Connie Edmonston	3/31/2017	Parks & Recreation / Parks & Recreation Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of amendments to the Botanical Garden of the Ozarks' lease agreement and master plan, an agreement with Fayetteville Public Schools, and a Resolution and Ordinance for preservation of Lake Fayetteville Park in order to add 1.7± acres to build an Operations Center for maintenance purposes as requested by the Botanical Gardens of the Ozarks.

Budget Impact:

n/a	
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 # See below

Original Contract Number: _____ Approval Date: _____

Comments: Res 34-73; Ord 3898; Res 166-14; Res 167-16

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 18, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Connie Edmonston, Parks and Recreation Director

DATE: March 31, 2017

SUBJECT: Amendment to Lake Fayetteville Agreements requested by the Botanical Garden of the Ozarks to add 1.7± acres to build an Operations Center.

RECOMMENDATION:
Staff recommends approval of amendments to the Botanical Garden of the Ozarks' lease agreement and master plan, an agreement with Fayetteville Public Schools, and a Resolution and Ordinance for preservation of Lake Fayetteville Park in order to add 1.7± acres to build an Operations Center for maintenance purposes as requested by the Botanical Gardens of the Ozarks.

BACKGROUND:
Lake Fayetteville was purchased in 1948 - 1949 to construct Lake Fayetteville as a water supply for the City. The Beaver Water District was established in 1959 by Fayetteville, Springdale, Rogers and Bentonville to provide treated water from Beaver Lake. As a result, the City decided to utilize the 595 acres at Lake Fayetteville for recreational purposes and as a secondary water source for the City.

Over the years, the City has designated 260 acres on the north side of the lake as a nature study area for fifty year, approved a lease agreement with Fayetteville Public Schools for 260+ acres for the Lake Fayetteville Environmental Study Center and approved a lease agreement with the Botanical Garden of the Ozarks for 40 acres on the east side of the lake to establish a botanical garden.

DISCUSSION:
The Botanical Garden of the Ozarks (BGO) Board of Directors has requested an addition of approximately 1.7± acres on the north side of their current leased area. BGO intends to construct a 2,800 square foot operations center to facilitate maintenance of their gardens. This requested area falls within the boundary of property that is currently leased to the school districts as a nature area. This land was chosen as the site most suitable to conduct maintenance of the gardens and the space is large enough to support future expansion of the garden. The Board stated they have obtained donor support for construction of the operations center to ultimately include five greenhouses, an office area, bulk storage, and compost area.

This request will require amendments to three resolutions, one ordinance, and the 2028 Botanical Garden of the Ozarks Master Plan as outlined below:

1. Resolution #34-73, approved by City Council on April 17, 1973, set aside 267 acres for fifty years on the northeastern section of Lake Fayetteville property to remain preserved, maintained primarily in its natural state, and developed as a Nature Study Center for the use of the Fayetteville and Springdale Public School Districts and as a natural park area for Fayetteville citizens. The school districts built the Lake Fayetteville Environmental Study Center in which thousands of students have gone through the center program for the past 40+ years.

2. In 1995, City Council passed Ordinance #3898 to reserve and maintain this area as a nature study area for an additional 50 years, or the year 2045.

3. A ten year joint lease agreement, Resolution 167-16, was passed on September 20, 2016 with Fayetteville Public Schools for the use of the Lake Fayetteville environmental study area in exchange for the City's use of the community garden located at the old Jefferson Elementary School and approximately 6 acres at Holcomb Elementary School where the city built a parking lot and a portion of the fields for the Gary Hampton Softball Complex. No lease agreement has been executed with the Springdale Public Schools for use of Lake Fayetteville.

4. The City has a 25 year lease agreement with the BGO for approximately 40 acres to operate a botanical garden according to Resolution 166-14, approved on September 2, 2014.

5. The 2028 BGO Master Plan was approved within the lease agreement included in Resolution 166-14. An amendment to the master plan is needed to add the Operations Center as described in their request and exhibited on the attached map.

Letters were received from Fayetteville and Springdale Public Schools' Superintendents stating their approval to decrease the nature study land acreage on their south boundary by 1.7 acres as designated on the attached map in order for BGO to provide a maintenance operations center. Parks and Recreation Advisory Board (PRAB) reviewed the proposal at their March 3, 2017 meeting and unanimously recommended approval to change the lease boundary as requested by the BGO. A lease map of Lake Fayetteville was created to illustrate the proposed lease boundary changes for the BGO and the Fayetteville School District. (See attached Lake Fayetteville Lease Map.)

BUDGET/STAFF IMPACT:
There will be no budget or staff impact on this proposal.

Attachments:
Resolution 34-73: Lake Fayetteville Nature Study Area
Ordinance 3898: Lake Fayetteville Nature Study Purposes
Resolution 167-16: Agreement with Fayetteville Public Schools
Resolution 166-14: Lease agreement with Botanical Gardens of the Ozarks
BGSO Operations Center Request
2028 BGSO Master Plan Amendment Map
Public School Superintendent Letters
PRAB Meeting Minutes March 3, 2017
Lake Fayetteville Lease Map

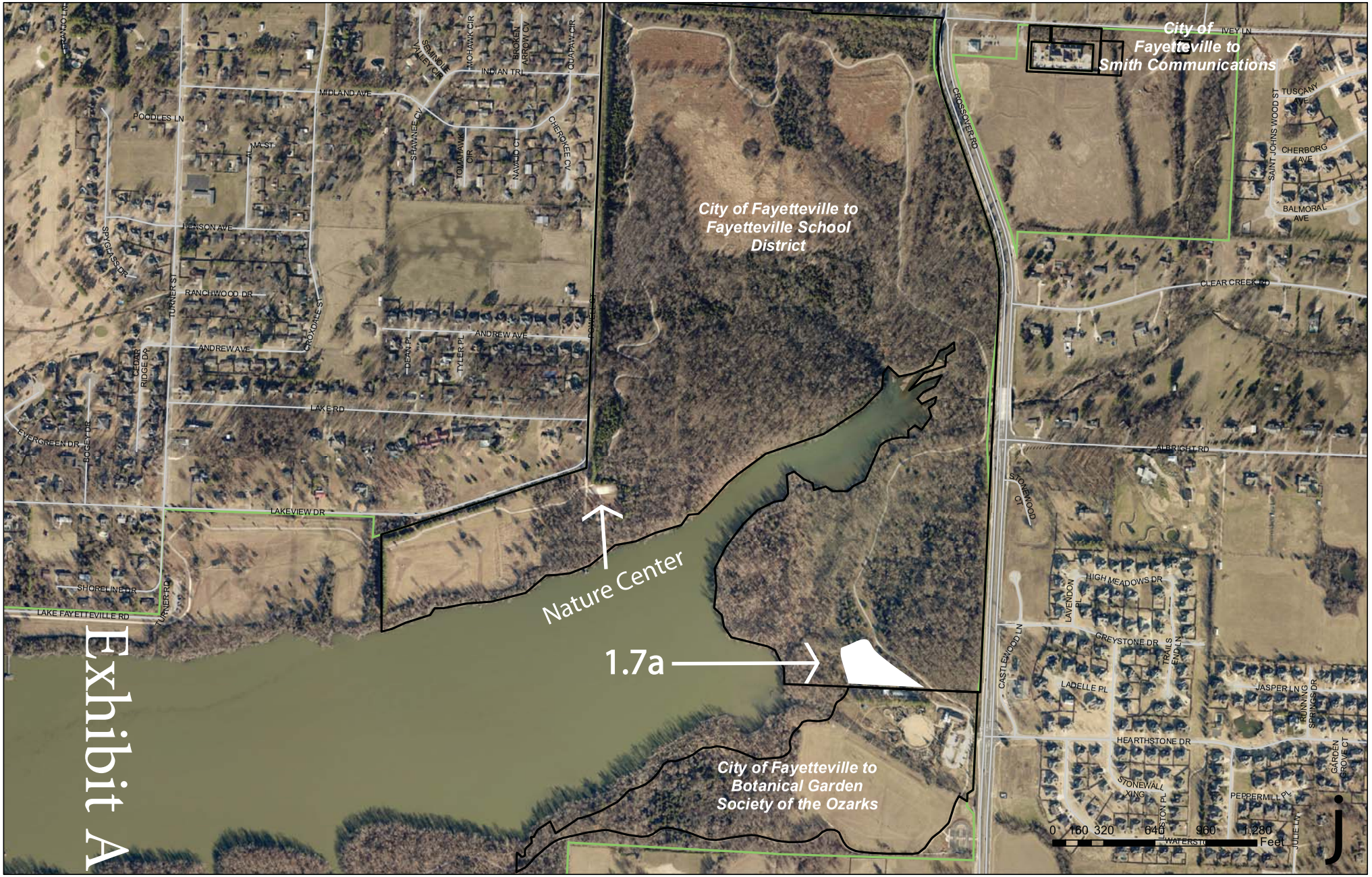

City of Fayetteville to Smith Communications
City of Fayetteville to Fayetteville School District
City of Fayetteville to Botanical Garden Society of the Ozarks
Nature Center
1.7a
MIDLAND AVE
POODLES LN
HENSON AVE
RANCHWOOD DR
ANDREW AVE
LAKE RD
LAKEVIEW DR
LAKE FAYETTEVILLE RD
TURNER ST
TURNER RD
CROXDALE ST
SPYGLASS DR
CEDAR RIDGE DR
EVERGREEN DR
BOGEY DR
SHORELINE DR
SHAWNEE CV
TOMAHAWK CIR
NAVAJO CT
CHEROKEE CV
INDIAN TRL
MOHAWK CIR
BROKEN ARROW CV
QUAPAW CIR
SEMINOLE VALLEY CIR
DEAN PL
TYLER PL
POWELL CT
CROSSOVER RD
IVEY LN
TUSCANY AVE
SAINT JOHNS WOOD ST
CHERBORG AVE
BALMORAL AVE
CLEAR CREEK RD
ALBRIGHT RD
STONEWOOD CT
HIGH MEADOWS DR
LAVENDON PL
GREYSTONE DR
TRAILS END LN
CASTLEWOOD LN
LADELLE PL
JASPER LN
RUNNING SPRINGS DR
HEARTHSTONE DR
GARDEN GROVE CT
STONEWALL XING
LUSTON PL
PEPPERMILL PL
JULIE LN
WATERSTO
0 160 320 640 960 1,280
Feet
j

Exhibit A


765-13206-400
City of Fayetteville to
Fayetteville
School District
Proposed 1.7+- acre addition
to the Botanical Garden of the
Ozarks
765-13210-000
City of Fayetteville to
Botanical Garden
Society of the Ozarks
0 15 30 60 90 120
Feet
WASHINGTON COUNTY, AR

AMENDMENT #1 TO JOINT LEASE AGREEMENT

BE IT KNOWN TO ALL:

That the City of Fayetteville, Arkansas (the "City") and the Fayetteville School District (the "District"), on this _____ day of _____, 2017, hereby agree that Paragraph 2 of their Joint Lease Agreement of September 20, 2016, shall be amended by reducing the Lake Fayetteville leased premises by approximately 1.7 acres as shown on Exhibit "A", which is attached hereto and made a part hereof.

The parties agree and understand that this Amendment is supplemental to their Joint Lease Agreement of September 20, 2016, and that it does not alter, amend or abridge any of the rights, obligations, or duties of the parties not expressly addressed herein.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set forth herein above.

FAYETTEVILLE SCHOOL DISTRICT

Matthew Wendt, Superintendent

WITNESS:

Paula Neal

CITY OF FAYETTEVILLE, ARKANSAS

Lioneld Jordan, Mayor

ATTEST:

Sondra E. Smith, City Clerk-Treasurer

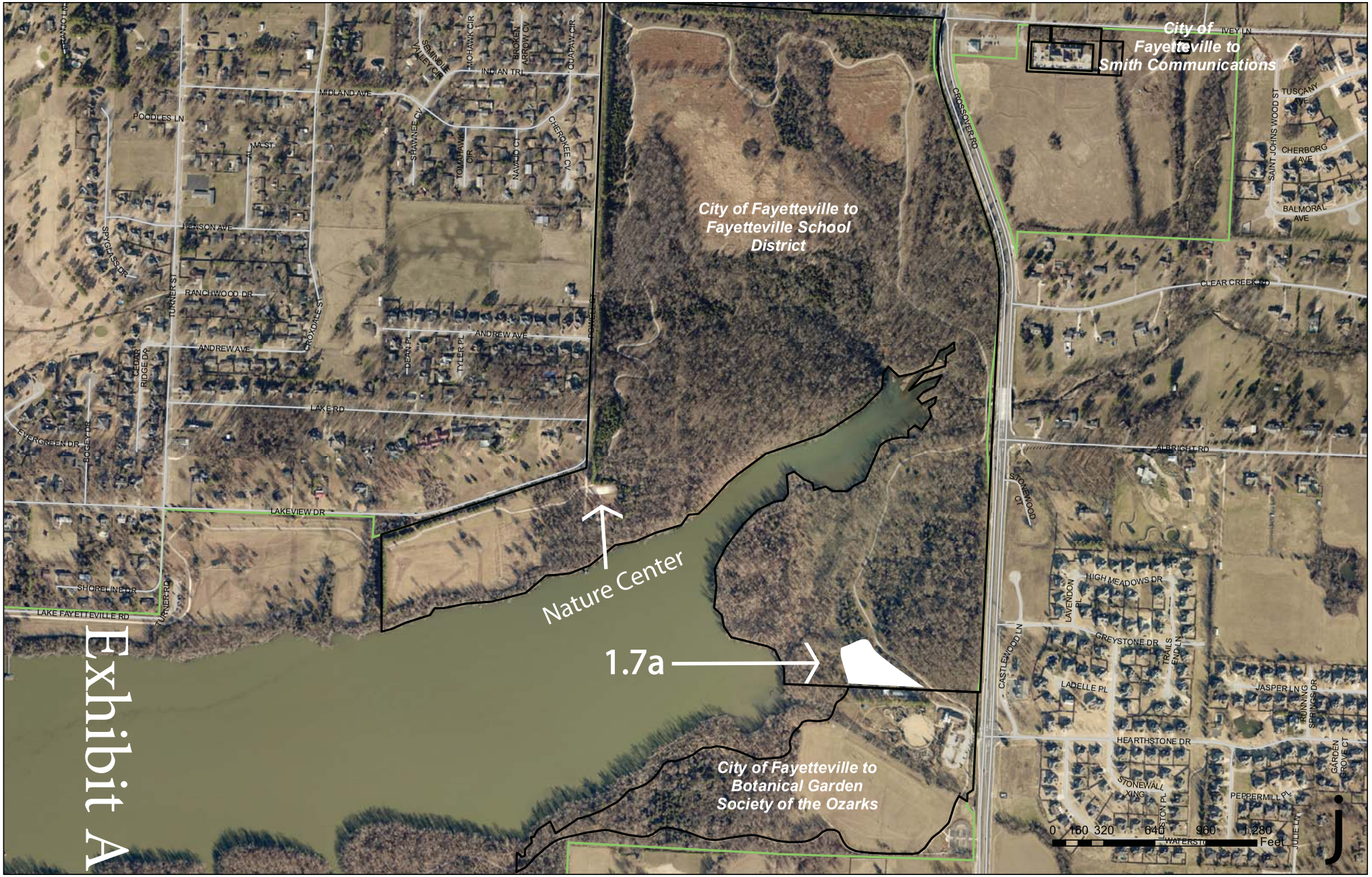

City of Fayetteville to Smith Communications
City of Fayetteville to Fayetteville School District
City of Fayetteville to Botanical Garden Society of the Ozarks
Nature Center
1.7a
MIDLAND AVE
POODLES LN
HENSON AVE
RANCHWOOD DR
ANDREW AVE
LAKE RD
LAKEVIEW DR
LAKE FAYETTEVILLE RD
SHORELINE DR
TURNER ST
TURNER RD
CROXDALE ST
SPYGLASS DR
CEDAR RIDGE DR
EVERGREEN DR
BOGEY DR
SHAWNEE CV
TOMAHAWK CIR
NAVAJO CT
CHEROKEE CV
INDIAN TRL
MOHAWK CIR
BROKEN ARROW CV
QUAPAW CIR
SEMINOLE VALLEY CIR
DEAN PL
TYLER PL
POWELL CT
CROSSOVER RD
IVEY LN
TUSCANY AVE
SAINT JOHNS WOOD ST
CHERBORG AVE
BALMORAL AVE
CLEAR CREEK RD
ALBRIGHT RD
STONEWOOD CT
HIGH MEADOWS DR
LAVENDON PL
GREYSTONE DR
TRAILS END LN
CASTLEWOOD LN
LADELLE PL
JASPER LN
RUNNING SPRINGS DR
HEARTHSTONE DR
GARDEN GROVE CT
STONEWALL XING
LUSTON PL
PEPPERMILL PL
JULIE LN
WATERSTO
0 160 320 640 960 1,280
Feet
j

Exhibit A


765-13206-400
City of Fayetteville to
Fayetteville
School District
Proposed 1.7+- acre addition
to the Botanical Garden of the
Ozarks
765-13210-000
City of Fayetteville to
Botanical Garden
Society of the Ozarks
0 15 30 60 90 120
Feet
WASHINGTON COUNTY, AR

AMENDMENT #1 TO BOTANICAL GARDEN LAND LEASE AGREEMENT

BE IT KNOWN TO ALL:

That the City of Fayetteville, Arkansas (the "City") and the Botanical Garden Society of the Ozarks, Inc., on this 3rd day of April, 2017, hereby agree that Paragraph 1 of the Botanical Garden Land Lease Agreement of September 2, 2014, shall be amended by adding to the leased premises approximately 1.7 acres as shown on Exhibit "A", which is attached hereto and made a part hereof, for the purpose of constructing an Operations Center to facilitate maintenance of existing and future gardens

The parties agree and understand that this Amendment is supplemental to the Botanical Garden Land Lease Agreement of September 2, 2014, and that it does not alter, amend or abridge any of the rights, obligations, or duties of the parties not expressly addressed herein.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set forth herein above.

BOTANICAL GARDEN SOCIETY OF THE OZARKS

Charlotte Taylor, Executive Director

WITNESS:

CITY OF FAYETTEVILLE, ARKANSAS

Lioneld Jordan, Mayor

ATTEST:

Sondra E. Smith, City Clerk-Treasurer

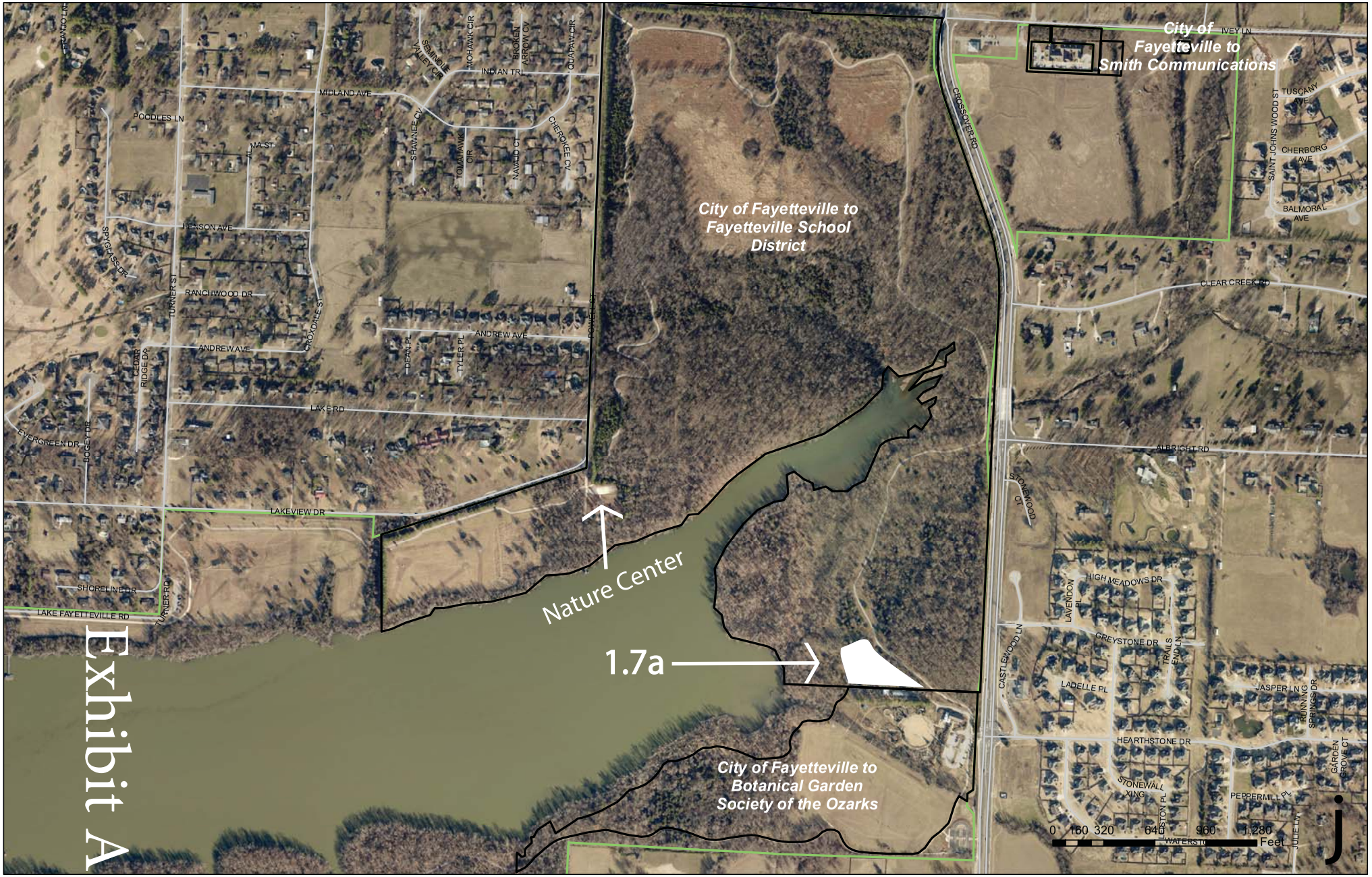

City of Fayetteville to Smith Communications
City of Fayetteville to Fayetteville School District
City of Fayetteville to Botanical Garden Society of the Ozarks
Nature Center
1.7a
MIDLAND AVE
POODLES LN
HENSON AVE
RANCHWOOD DR
ANDREW AVE
LAKE RD
LAKEVIEW DR
LAKE FAYETTEVILLE RD
SHORELINE DR
TURNER ST
TURNER RD
CROXDALE ST
SPYGLASS DR
CEDAR RIDGE DR
EVERGREEN DR
BOGEY DR
SHAWNEE CV
TOMAHAWK CIR
NAVAJO CT
CHEROKEE CV
INDIAN TRL
MOHAWK CIR
BROKEN ARROW CV
QUAPAW CIR
SEMINOLE VALLEY CIR
DEAN PL
TYLER PL
POWELL CT
CROSSOVER RD
IVEY LN
TUSCANY AVE
SAINT JOHNS WOOD ST
CHERBORG AVE
BALMORAL AVE
CLEAR CREEK RD
ALBRIGHT RD
STONEWOOD CT
HIGH MEADOWS DR
LAVENDON PL
GREYSTONE DR
TRAILS END LN
CASTLEWOOD LN
LADELLE PL
JASPER LN
RUNNING SPRINGS DR
HEARTHSTONE DR
GARDEN GROVE CT
STONEWALL XING
LUSTON PL
PEPPERMILL PL
JULIE LN
WATERSTO
0 160 320 640 960 1,280
Feet
j

Exhibit A


765-13206-400
City of Fayetteville to
Fayetteville
School District
Proposed 1.7+- acre addition
to the Botanical Garden of the
Ozarks
765-13210-000
City of Fayetteville to
Botanical Garden
Society of the Ozarks
0 15 30 60 90 120
Feet
WASHINGTON COUNTY, AR

Lake Fay
Res 34-73

RESOLUTION

WHEREAS, It is the expressed intent of the Fayetteville City Board of Directors to develop Lake Fayetteville and the surrounding City property as a public use area, and

WHEREAS, it is intended that the eastern portion of the Lake property be reserved and developed as a nature study area, and

WHEREAS, the Fayetteville and Springdale school districts wish to construct a nature study center on the eastern portion of the Lake property;

NOW, THEREFORE, BE IT RESOLVED that the Fayetteville City Board of Directors hereby gives assurance to the school districts that the eastern portion of the Lake property as shown on Lake Fayetteville Development Map extending to Crossover Road will be reserved in its natural state as a nature study area for a period of at least fifty years, and any structures or other improvements installed by the school districts on this property will be preserved and allowed to remain on the property for nature study purposes for a period of at least fifty years from the date hereof.

RESOLVED THIS 17th DAY OF April, 1973.

APPROVED:

Russell T. Purdy
MAYOR

ATTEST:

Helen Young
CITY CLERK

Lake Fay

ORDINANCE NO. 3898

MICROFILMED

AN ORDINANCE RESERVING AND MAINTAINING THE EASTERN PORTION OF LAKE FAYETTEVILLE IN ITS NATURAL STATE, AND PRESERVING AND ALLOWING CERTAIN CURRENTLY INSTALLED STRUCTURES TO REMAIN ON THE PROPERTY FOR NATURE STUDY PURPOSES.

WHEREAS, it is the expressed intent of the Fayetteville City Council to maintain Lake Fayetteville and the surrounding city property as a public use area; and,

WHEREAS, it is the desire of the people of Fayetteville to reserve and maintain the eastern portion of the lake property as a nature study area; and,

WHEREAS, the Arkansas Natural Heritage Commission has placed the study center on its Registry of Natural Areas; and,

WHEREAS, The Fayetteville and Springdale school districts have constructed a nature study center on the eastern portion of the lake property and have committed to a sustaining investment in facilities and faculty; and,

WHEREAS, the Nature Study Center provides an opportunity to increase the educational program for students for environmental concerns and increases the environmental awareness of the general public.

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

Section 1. That the eastern portion of the Lake Fayetteville property, shown in Exhibit "A" and made a part hereof, is reserved and is to be maintained in its natural state.

Section 2. Be it further ordained that any structures or other improvements currently installed by the school districts on this property will be preserved and allowed to remain on the property for nature study purposes for a period of at least fifty years from the date of enactment of this ordinance.

PASSED AND APPROVED this 20th day of June, 1995.

APPROVED:

By: Fred Hanna

Fred Hanna, Mayor by PR

ATTEST:

By: Traci Paul

Traci Paul, City Clerk

SEAL

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

Resolution: 167-16

File Number: 2016-0414

FAYETTEVILLE PUBLIC SCHOOLS JOINT LEASE AGREEMENT:

A RESOLUTION TO APPROVE A JOINT LEASE AGREEMENT WITH THE FAYETTEVILLE SCHOOL DISTRICT FOR PORTIONS OF JEFFERSON ELEMENTARY SCHOOL, HOLCOMB ELEMENTARY SCHOOL AND LAKE FAYETTEVILLE.

WHEREAS, the City Council of the City of Fayetteville and the Fayetteville School District have long worked together to provide recreational services to Fayetteville citizens and students; and

WHEREAS, the previous lease agreement has expired and both the City of Fayetteville and Fayetteville School District desire to enter into a new agreement for the benefit of Fayetteville citizens and students.

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 a lease agreement with the Fayetteville School District which will allow the City to use portions of Jefferson Elementary School and Holcomb Elementary School for the benefit of the public and will allow the Fayetteville School District to use portions of Lake Fayetteville for the benefit of its students.

PASSED and APPROVED on 9/20/2016

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Approved:

Lioneld Jordan, Mayor

Attest:

Sondra E. Smith

Sondra E. Smith, City Clerk Treasurer

City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0414

Agenda Date: 9/20/2016 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: A. 6

FAYETTEVILLE PUBLIC SCHOOLS JOINT LEASE AGREEMENT:

A RESOLUTION TO APPROVE A JOINT LEASE AGREEMENT WITH THE FAYETTEVILLE SCHOOL DISTRICT FOR PORTIONS OF JEFFERSON ELEMENTARY SCHOOL, HOLCOMB ELEMENTARY SCHOOL AND LAKE FAYETTEVILLE

WHEREAS, the City Council of the City of Fayetteville and the Fayetteville School District have long worked together to provide recreational services to Fayetteville citizens and students; and

WHEREAS, the previous lease agreement has expired and both the City of Fayetteville and Fayetteville School District desire to enter into a new agreement for the benefit of Fayetteville citizens and students.

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 a lease agreement with the Fayetteville School District which will allow the City to use portions of Jefferson Elementary School and Holcomb Elementary School for the benefit of the public and will allow the Fayetteville School District to use portions of Lake Fayetteville for the benefit of its students.

JOINT LEASE AGREEMENT

This Agreement, made and entered by and between the City of Fayetteville, Arkansas, a municipal corporation, hereafter called "the City," and the Fayetteville School District, hereafter called "the District," **Witnesseth**:

1. For and in consideration of the covenants and agreements herein entered into and agreed upon by the City as obligations to the District, the District lets, leases and demises unto the City, subject to the terms and conditions contained herein, the following described properties situated in Washington, County, Arkansas:

   JEFFERSON ELEMENTARY SCHOOL
   A portion of the grounds of Jefferson Elementary School identified in the map attached as Exhibit A.

   HOLCOMB ELEMENTARY SCHOOL
   A part of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section 32, Township 17 North, Range 30 West, being more particularly described as follows: Commencing at the Southwest corner of said SE-NW, thence with the South line of said SE-NW South 87° 26' 29" East 992.643 feet, thence with the East line of said SE-NW North 02° 33' 39" East 210.689 feet, to the Point of Beginning; thence continuing with said East line North 02° 33' 38" East 276.225 feet; thence leaving said East line North 87° 26' 19" West 967.758 feet; thence South 02° 33' 41" West 276.225 feet; thence South 87° 26' 19" East 967.763 feet, to the Point of Beginning and containing 267,320 square feet (6.137 acres), more or less.

   The Holcomb Elementary School leased premises are further identified in the map attached as Exhibit B.

2. For and in consideration of the covenants and agreements herein entered into and agreed upon by the District as obligations to the City, the City **non-exclusively** lets, leases and demises unto the District, subject to the terms and conditions set forth under a separate Agreement, (provided that nothing contained herein shall in any way affect the rights and obligations established by said separate Agreement), the following described property situated in Washington, County, Arkansas:

   LAKE FAYETTEVILLE
   A part of the East Half of Section 13 and part of the East Half of Section 24, Township 17 North, Range 30 West, and part of the West Half of Section 18 and part of the West Half of Section 19, Township 17 North, Range 29 West, being more particularly described as follows: Beginning at the Northwest corner of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of said Section 13; thence with the North line of said SE-NE-13-17-30 South 87° 06' 01" East 1303.739 feet; thence South 02° 29' 13" West 17.192 feet thence South 87° 51' 20" East 818.386 feet; thence with the West right-of-way line of Highway 265 (Crossover Road) the following calls: South 06° 01' 18" West

2.822 feet; thence South 11° 44' 19" West 100.498 feet; thence South 06° 01' 42" West 47.6 feet; thence South 02° 51' 10" West 95.156 feet; thence South 03° 19' 21" East 89.915 feet thence South 08° 19' 18" East 59.959 feet; thence South 11° 49' 21" East 44.973 feet; thence South 14° 19' 18" East 29.984 feet; thence South 17° 19' 22" East 59.959 feet; thence South 19° 19' 20" East 832.701 feet; thence South 16° 46' 49" East 98.118 feet; thence South 09° 44' 20" East 173.596 feet; thence South 01° 14' 19" East 154.34 feet; thence South 02° 45' 41" West 926.592 feet; thence South 02° 44' 44" West 1322.566 feet; thence South 02° 35' 18" West 250.278 feet; thence leaving said West right-of-way line North 87° 36' 40" West 3750.975 feet; thence North 00° 10' 36" West 831.004 feet; thence North 72° 00' 17" East 1351.875 feet to a point on the West line of the SE-13-17-30; thence with said West line North 02° 09' 09" East 2935.509 feet, to the Point of Beginning and containing 266.760 acres, more or less.

LESS AND EXCEPT all that portion of said parcel lying within the waters of Lake Fayetteville, said waters being more particularly described as that portion of said parcel lying below an elevation on 1238 feet above mean sea level, said elevation being the top of the Lake Fayetteville spillway.

The Lake Fayetteville leased premises are further identified in the map attached as Exhibit C.

3. The term of this Joint Lease shall begin on September 20, 2016 and end on September 19, 2026, unless sooner terminated by twelve (12) months written notice by any of the parties hereto.

4. The City agrees to perform the following:

   a. Jefferson Elementary School
      - Build and maintain the community gardens; and
      - Administer garden plots by subleasing individual or family plots to Fayetteville residents for a single growing season for non-commercial purposes.

   b. Holcomb Elementary School
      - Pick up trash and mow leased area; and
      - Schedule softball fields.

5. The District agrees to allow the City to use the Holcomb Elementary School parking lot and portions of the softball fields at Gary Hampton Softball Complex located on District property for softball leagues, tournaments and sport clinics at no charge.

6. The City agrees that the process of subleasing of Community Garden plots will be conducted in a fair and nondiscriminatory manner, and the fee charged will only be sufficient to cover estimated seasonal water use and minor administrative costs.

7. The City agrees that access to the Community Gardens does not include access to any building on the former Jefferson School Grounds. All ingress/egress to the raised bed garden area shown on Exhibit A in the northwest area of the grounds will be provided through the wrought iron gate. The Fayetteville Community Garden Coalition and participating gardeners shall be responsible for maintaining the gardens and garden area upon the leased premises in a satisfactory condition. The premises shall, at all times, be maintained in a neat and orderly condition. All garden operations will be carried on in accordance with high standards, particularly in the areas of cleanliness, service and noise.

8. The District acknowledges that the lease for the Lake Fayetteville property is non-exclusive and agrees that the City may also enter into a separate lease agreement for the property with the Springdale School District. The District agrees to work with the Springdale School District and may enter into a separate agreement with the Springdale School District regarding access to and responsibilities and obligations with respect to the leased premises.

9. The District further acknowledges that the leased premises are part of Lake Fayetteville Park and that the Fayetteville Parks and Recreation Department will continue to manage the park property and conduct City-sponsored programs and special events at Lake Fayetteville, which may include the leased premises. The City and the District agree to communicate and work together to schedule programs and events to avoid conflicts in use of the leased premises.

10. The City and the District shall have the right to inspect the leased premises at all reasonable times.

11. Facility expansions and all site alterations must have prior written approval by the owner and meet all owner standards/procedures as well as all applicable federal, state and local laws for such expansions or alterations. Any permanent structure shall become a permanent fixture to the land, and become the property of the owner at the end of the lease term, unless otherwise agreed to in writing prior to construction of the structure.

12. Each party agrees to indemnify and hold the other and its officers, officials, employees, and agents harmless from any and all liability, including attorney's fees, for claims, expenses, loss or damage to persons or property resulting from their negligent acts, provided that nothing herein shall be construed to alter, limit or otherwise compromise that immunity afforded the City or the District under the Constitution and Statutes of the State of Arkansas.

13. The parties hereby agree that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, they will peaceably deliver possession of the leased premises to the other, including all permanent fixtures, without demand.

14. The parties agree not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction over the premises.

15. It is agreed that the failure of either party to invoke any of the available remedies under this agreement or under law in the event of one or more breaches or defaults by the other under the agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the party from invoking such remedies in the event of any future breach or default.

16. Each paragraph of this 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 shall remain in full force and effect.

17. This agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

18. The parties agree and understand that this Joint Lease Agreement is complementary and supplemental to the School Gymnasium Agreement, the fifty (50) year term of the Environmental Study Center Ordinance, and other leases and agreements already in force between the parties, and that it does not alter, amend or abridge any of the rights, obligations, or duties of the parties not expressly addressed herein.

19. 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 set their hands this 20th day of September, 2016.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: Sondra E. Smith
Sondra Smith, City Clerk-Treasurer

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

FAYETTEVILLE SCHOOL DISTRICT

By: _____
Matthew Wendt, Superintendent

ATTEST:

By: Paula Neal
Paula Neal,
Administrative Assistant to the Superintendent

ACKNOWLEDGMENT

State of Arkansas)
) SS.
County of Washington)

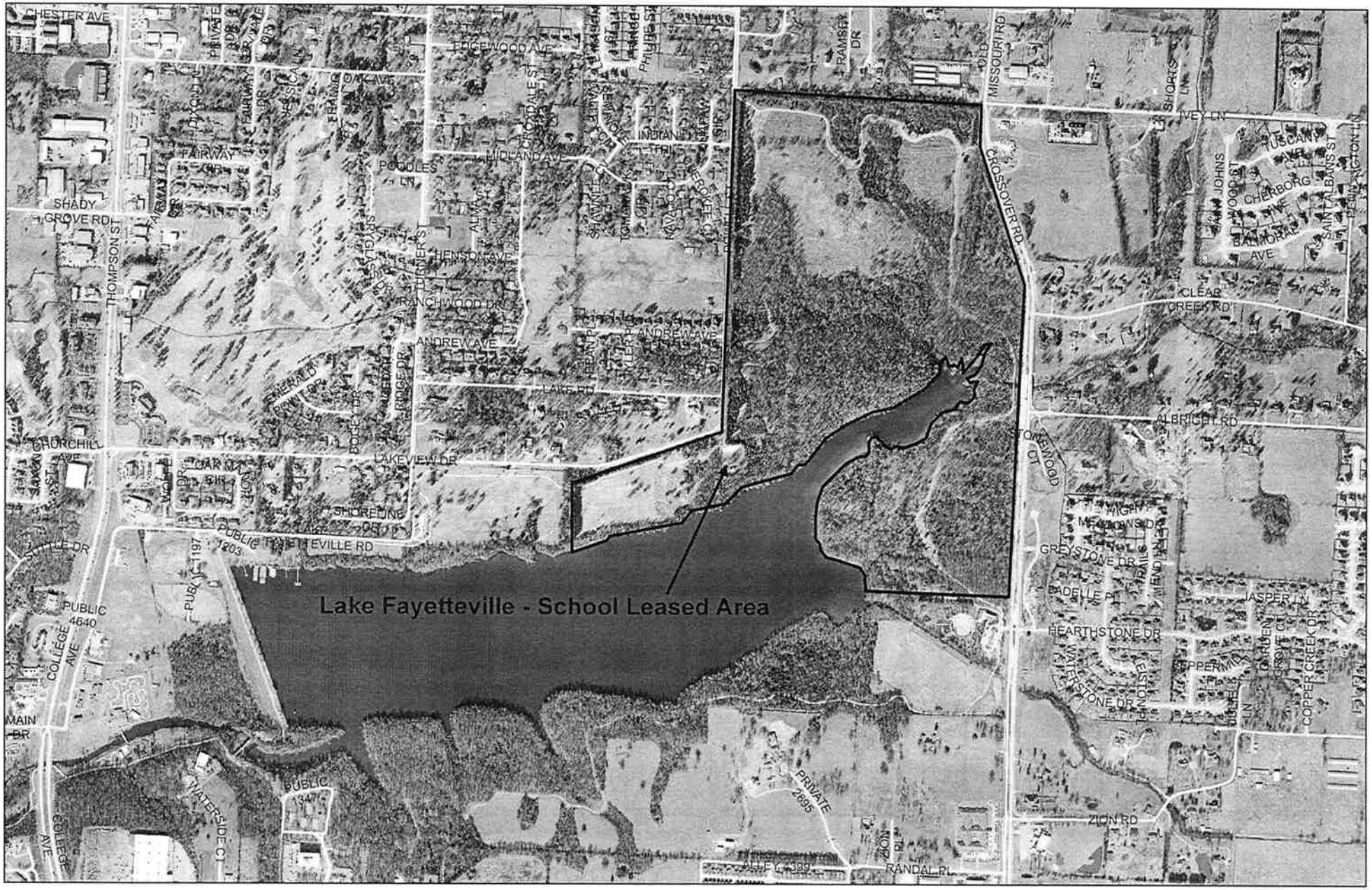
On this the 5 day of October 2016, before me, a Notary Public, duly commissioned and acting in and for the State and County aforesaid, personally appeared LIONELD JORDAN and SONDRA SMITH, to me well known, who stated that they were the Mayor and City Clerk-Treasurer, respectively of the City of Fayetteville, Arkansas, and have been authorized by lawful resolution of the Fayetteville City Council to execute contracts on behalf of the City of Fayetteville, Arkansas, and that they acknowledged that they had executed the foregoing instrument for the consideration, uses and purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My commission expires: 2-6-2018

LANA BROYLES NOTARY PUBLIC COMMISSION # 12364405 WASHINGTON COUNTY, ARKANSAS EXPIRES 2-06-2018

Notary Public



Lake Fayetteville School Lease Area
Exhibit C

N
W E
S

0 250 500 1,000 1,500 2,000 Feet

RESOLUTION NO. 166-14

A RESOLUTION TO APPROVE THE BOTANICAL GARDEN LAND LEASE AGREEMENT WITH THE BOTANICAL GARDEN SOCIETY OF THE OZARKS, INC.

WHEREAS, for almost two decades the Botanical Garden Society and the City of Fayetteville have cooperated and worked harmoniously to create and improve the Botanical Gardens of the Ozarks on substantial acreage on the eastern side of Lake Fayetteville Park; and

WHEREAS, an initial twenty five year Lease Agreement for the Botanical Garden was entered into between the Botanical Garden Society and the City of Fayetteville on September 2, 1997; and

WHEREAS, a replacement twenty five year Land Lease Agreement between the City and the Botanical Garden Society was agreed to on September 2, 2003; and

WHEREAS, in order to help spur further development of the Botanical Garden and to better serve Fayetteville citizens, the City of Fayetteville entered into a Contract on July 16, 2004 with the Botanical Garden Society in which the City invested $250,000.00 "to construct the entry and grounds infrastructure (driveway, parking, walkways, Great Lawn, etc.)" for the Botanical Garden as well as another $500,000.00 to complete the Carl Totemeier Building; and

WHEREAS, in 2007, the Botanical Garden Society received a $115,128.00 Federal Grant through the Arkansas Parks and Tourism Outdoor Recreation Grant Program for display gardens and parking which requires ongoing duties of public availability, nondiscrimination, maintenance, etc. for the Botanical Garden Society; and

WHEREAS, the parties now wish to modify the leased premises and other provisions of the lease by entering into a new Land Lease Agreement to replace the existing Land Lease Agreement of 2003; and

WHEREAS, by their execution of this Land Lease Agreement, the parties wish to express and confirm their approval of the 2028 Botanical Garden of the Ozarks Master Plan including the plan for the City to build a new parking lot designated and devoted for City trail users between the Southeast corner of the premises and Highway 265.

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 and agrees to the Botanical Garden Land Lease Agreement attached to this Resolution and authorizes Mayor Jordan to sign this Lease Agreement.

PASSED and **APPROVED** this 2nd day of September, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: Sondra E. Smith
SONDRA E. SMITH, City Clerk/Treasurer

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

BOTANICAL GARDEN LAND LEASE AGREEMENT

This Agreement to lease a substantial portion of the east side of Lake Fayetteville Park to the Botanical Garden Society of the Ozarks, Inc. as shown on the 2028 Botanical Garden of the Ozarks Master Plan for the continued use and continuing development of the Botanical Gardens of the Ozarks and to approve the 2028 Botanical Garden of the Ozarks Master Plan is entered into by and between the **City of Fayetteville** as landlord and the **Botanical Garden Society of the Ozarks, Inc.** (hereinafter the "Botanical Garden Society") as tenant on this 2 day of ~~August~~ September, 2014.

WHEREAS, for almost two decades the Botanical Garden Society and the City of Fayetteville have cooperated and worked harmoniously to create and improve the Botanical Gardens of the Ozarks on substantial acreage on the eastern side of Lake Fayetteville Park; and

WHEREAS, an initial twenty five year Lease Agreement for the Botanical Garden was entered into between the Botanical Garden Society and the City of Fayetteville on September 2, 1997; and

WHEREAS, a replacement twenty five year Land Lease Agreement between the City and the Botanical Garden Society was agreed to on September 2, 2003; and

WHEREAS, in order to help spur further development of the Botanical Garden and to better serve Fayetteville citizens, the City of Fayetteville entered into a Contract on July 16, 2004 with the Botanical Garden Society in which the City invested $250,000.00 "to construct the entry and grounds infrastructure (driveway, parking, walkways, Great Lawn, etc.)" for the Botanical Garden as well as another $500,000.00 to complete the Carl Totemeier Building; and

WHEREAS, in 2007, the Botanical Garden Society received a $115,128.00 Federal Grant through the Arkansas Parks and Tourism Outdoor Recreation Grant Program for display gardens and parking which requires ongoing duties of public availability, nondiscrimination, maintenance, etc. for the Botanical Garden Society; and

WHEREAS, the parties now wish to modify the leased premises and other provisions of the lease by entering into a new Land Lease Agreement to replace the existing Land Lease Agreement of 2003; and

WHEREAS, by their execution of this Land Lease Agreement, the parties wish to express and confirm their approval of the 2028 Botanical Garden of the Ozarks Master Plan including the plan for the City to build a new parking lot designated and devoted for City trail users on the Southeast corner of the premises.

NOW, THEREFORE, the City of Fayetteville and the Botanical Garden Society of the Ozarks, Inc. hereby mutually covenant and agree as follows:

1. Leased Premises

The City of Fayetteville agrees to Lease the land shown on the attached map showing the agreed 2028 Botanical Garden of the Ozarks Master Plan (Exhibit A) to the Botanical Gardens Society of the Ozarks, Inc. which agrees to accept such leased premises to be used for the purposes normally associated with a botanical garden and as set forth in later provisions of this lease.

2. Use of Leased Premises

The Botanical Garden Society agrees that it will, as a nonprofit public charitable corporation, operate, maintain, improve, and promote the Botanical Garden of the Ozarks upon the premises on behalf of the City of Fayetteville, its citizens and visitors.

3. Consideration for the Lease

In consideration of the thirty six year lease and any extensions thereof of about 40 acres of City of Fayetteville parkland to the Botanical Garden Society of the Ozarks, Inc., the City's $750,000.00 investment in 2004 to fund the driveway, parking lot and completion of the Totemeier Building, and the City's agreement to build a second trail users' public parking lot on the Southeast corner of the leased premises, the Botanical Garden Society of the Ozarks, Inc. agrees to:

A. Provide free access to the Botanical Garden of the Ozarks to Fayetteville School children on official, school sponsored academic visits, except for the Annual Northwest Arkansas Regional School Education Program and assist in the botanical education of the students.

B. Provide free access to the Botanical Garden for all Fayetteville residents on Saturday mornings from 9:00 a.m. to noon. Free access for both Fayetteville school children and residents does not have to include all displays, areas, gardens and buildings, but must include at least the Great Lawn, the surrounding Display Gardens and the Totemeier Building.

C. Maintain 24 hours a day, seven days a week public access to the existing parking lot built with City funds for persons desiring to access the Lake Fayetteville trails. The Botanical Garden Society may use signs and personnel to direct parkers to the supplemental parking lot once constructed by the City and available to City trail users.

D. Maintain 24 hours per day, seven days a week public access to the proposed parking lot to be built by the City on the Southeast corner of the premises. This parking lot shall be devoted to and limited to City trail users, and the City is empowered to place appropriate signage for this lot and to enforce such parking restrictions just as with any other City parking lot.

E. Operate, maintain, improve and promote the Botanical Garden of the Ozarks and all of the premises leased from the City.

4. Lease Term

This lease term shall commence upon the approval and execution by both the Botanical Garden Society of the Ozarks, Inc. and the City of Fayetteville. It shall continue for about thirty six (36) years until June 30, 2050, unless sooner terminated pursuant to this Agreement or by mutual consent of the parties. This Lease Agreement shall automatically be renewed for a subsequent twenty five (25) year term unless either party notifies the other party in writing of its desire to terminate the lease at the end of the initial term by giving such written notice prior to June 30, 2049. This Lease Agreement shall automatically renew for a third twenty five (25) year term unless either party notifies the other party in writing of its desire to terminate the lease at the end of the second term by giving such written notice prior to June 30, 2074. As long as the Botanical Garden Society of the Ozarks, Inc. continues to successfully operate, maintain and promote the Botanical Garden and has abided by all of the terms of this Land Lease Agreement, the City shall not unreasonably deny the subsequent twenty five year lease terms.

5. Botanical Garden Operating Policies

The Botanical Garden Operating Policies shall ensure nondiscriminatory operating polices for the Garden for all Fayetteville residents and school children. These policies will be designed to preserve and maintain the integrity of all buildings, grounds and improvements on the property although the Botanical Garden Society may alter or remove buildings and improvements when needed for further improvements, construction or for safety reasons.

6. Botanical Garden Rules and Regulations

The Botanical Garden Society may establish and enforce any reasonable rules and regulations regarding behavior of visitors to assure the well-being of the plants and gardens, as well as the safety, comfort and quality of experience for visitors to the premises and shall provide copies of these rules and regulations to the City. To the extent permitted by law, either the City or the Botanical Garden Society may exclude

objectionable uses, or abusive or offensive persons from all premises subject to this agreement.

7. Botanical Garden Operation and Supervision

The Botanical Garden Society shall exercise sole operational and supervisory authority over all grounds, buildings and personnel of the Botanical Garden and over all such matters, including but not limited to, safety, insurance, planning, plant acquisitions, displays and gardens, and the purchase, exchange, or acquisition of additional items to be added to the collection, except as otherwise provided in this agreement. The Botanical Garden Society at its expense will be responsible for all maintenance and security associated with the operation of the Botanical Garden, including equipment, parking lots, and other improvements. The Botanical Garden Society may not sublet any portion of the property without the express written consent of the City Council except that the Botanical Garden Society may temporarily rent areas or buildings for short term special events such as weddings and receptions. Such events may not interfere with Fayetteville residents' right to access the Great Lawn, the surrounding gardens and Totemeier Building on Saturday mornings.

8. Trails

The Botanical Garden Society, City of Fayetteville and trail user groups have agreed to the location of the hard surface and soft surface trails that go past or through the leased premises as shown on the Master Plan of 2028 (attached). The Botanical Garden Society agrees to continue to permit and authorize constant and unimpeded access to these City trails from its current parking lot, the proposed new trail users' parking lot to be constructed by the City and at other reasonably designated locations. The City agrees that its trails are publicly accessible and accessible to patrons, volunteers and employees of the Botanical Garden. Both parties pledge to continue to work together to minimize any possible adverse effect that the public City trails and the Botanical Garden could have on each other and to make all reasonable efforts to ensure that users of the Botanical Garden and the City trails facilitate, respect and honor each other. The City retains the right to access, maintain, repair, reconstruct, enhance, and modify trails within the leased premises.

9. Botanical Garden Society of the Ozarks, Inc. is an independent entity

The parties agree that the Botanical Garden Society of the Ozarks, Inc. is an independent entity and nonprofit public charitable Arkansas corporation and will maintain that status and remain in good standing throughout the lease terms. The City of Fayetteville has no authority to hire, fire or supervise any Botanical Garden Society employee. The Botanical Garden Society has the sole authority for selecting,

engaging, terminating, fixing compensation, supervising and otherwise directing all of its personnel, contractors and volunteers.

10. Botanical Garden Master Plan

The Botanical Garden Society of the Ozarks, Inc. has created its 2028 Botanical Garden of the Ozarks Master Plan which supersedes and replaces all former Master Plans. By agreeing to this Land Lease Agreement, both the City of Fayetteville and the Botanical Garden Society agree to, approve of, and adopt the 2028 Botanical Garden of the Ozarks Master Plan which is attached to this Agreement.

This Master Plan shall be the development guide for future construction, expansion and improvements to the leased premises. The Botanical Garden Society shall submit to the City for review site and construction plans for future construction, alterations and improvements that should be in conformity with the 2028 Master Plan or any amendments thereto. All such construction must comply with the Unified Development Code. The 2028 Botanical Garden of the Ozarks Master Plan may be amended as needed in the future upon the mutual agreement of the Botanical Garden Society and the City of Fayetteville.

11. Operations and Development must comply with Federal, State and City requirements and restrictions

The Botanical Garden Society acknowledges that certain federal use and operating restrictions apply to the entire Lake Fayetteville Park property and it agrees to always be in full compliance with such Federal requirements and restrictions as well as State or City requirements and restrictions. Specifically the Botanical Garden Society agrees it will not do any development nor operate in such a manner that would violate Federal Outdoor Recreation Grants. The Botanical Garden Society agrees to always use best management practices including obeying all State and City laws and regulations governing the use of pesticides, herbicides and fertilizers to protect the quality of water flowing into Lake Fayetteville which is the City's secondary water source. The Botanical Garden Society shall maintain at least a 100 feet minimum setback from normal water elevation of Lake Fayetteville.

12. Insurance

The Botanical Garden Society agrees to obtain and maintain through the duration of the lease at its own expense, Commercial General Liability Insurance covering public liability, bodily injuries, death, products liability and property damage for damages and expenses arising out of the operation of the Garden.

13. Defense and Indemnification

The Botanical Garden Society agrees to defend, indemnify and hold the City, its officers, employees, agents and representatives harmless against all damages, expenses, loss or liability from any claim or suit arising or alleged to have risen from any act or omission of the Botanical Garden Society, its officers, employees, agents or representatives by reason of the operation of the Garden under this agreement, including, but not limited to, damage to or destruction of property or injuries to or death of a person or persons.

14. Selection of Trustees

The Botanical Garden Society agrees that the City Council may appoint one member of the Botanical Garden Society's Board of Directors. Another member shall be a current member of the City's Parks and Recreation Advisory Board and a third member shall be a Parks and Recreation Department employee. The Botanical Garden Society further agrees to supply the names of those persons elected to the Board of Directors to the City Clerk as public record. The Board of Directors shall faithfully and diligently exercise such authority as herein conferred in conformity with the provisions of this agreement.

15. Nonprofit Corporate Status

The Botanical Garden Society shall file a true and correct copy of its corporate charter, with amendments, if any, and an accurate and complete copy of its Bylaws and any amendments thereto, and a copy of the I.R.S. Letter of Determination of I.R.C. Sec. 501(c)(3) status with the City to be maintained as a public record. In the event of subsequent amendments to such charter or bylaws, true and correct copies of the same shall be timely filed with the City Clerk. If the IRS revokes the Botanical Garden Society's 501(c)(3) status, the Botanical Garden Society shall immediately notify the City of this occurrence.

16. Financial Reports

The Botanical Garden Society shall provide the City a copy of the financial audit of the Garden's financial books and records every year. The report will be provided within ninety (90) days of each completed audit. In addition, the Botanical Garden Society shall timely provide to the City the yearly operating budget of the Botanical Garden Society.

17. Rent, Fees, Concessions and Taxes

The Botanical Garden Society shall have the right to set admission fees to the Garden as well as fees for optional services such as programs, space rental, etc. Fees shall be reasonable and in line with similar services available in the tourism market place.

The Botanical Garden Society shall pay promptly all taxes and license fees of whatever nature applicable under municipal, state, and federal law. In addition, the parties agree that the Botanical Garden Society shall indemnify and save the City harmless from and against any liens or similar liabilities claimed or charges against the Botanical Garden Society pursuant to the Botanical Garden Society's operation of the Garden.

18. Remedies for Breach or Bankruptcy

A. *Termination of Agreement.* The parties agree that if either party materially breaches or fails to perform its obligations under this agreement, the other party may give notice in writing of intent to terminate. If the breaching or non-performing party fails to commence and effect cure in good faith to the satisfaction of the other party within six months of such notice or such longer period, if agreed in writing by the parties, the agreement shall be deemed terminated at the expiration of the sixth month period or other agreed period. Any request of extension shall not be unreasonably withheld.

B. *Bankruptcy.* In the event the Botanical Garden Society shall be adjudicated bankrupt or insolvent or take the benefit of any reorganization of composition proceedings or insolvency law, or make an assignment for the benefit of creditors, or if the Botanical Garden Society's interest under this agreement shall be levied upon or attempted to be attached or sold under any process of law, or if a receiver shall be appointed for the Botanical Garden Society, then and thereafter the City shall have the right and option to terminate this agreement irrespective of whether or not default exists hereunder, said determination to be effective immediately upon City's exercise of such option by giving written notice to the Botanical Garden Society.

C. *Acts of God.* The parties agree that neither party shall be liable or responsible to the other for delays or impossibilities of performance caused by force majeure occurrences beyond the control of the parties including, but not limited to, civil disorder, fires, floods, or acts of God.

BOTANICAL GARDEN SOCIETY OF THE OZARKS, INC.

By: Walt Eilers

Walt Eilers, President

Date: 7-29-14

CITY OF FAYETTEVILLE

APPROVED:

By: Lionel Jordan

Lioneld Jordan, Mayor

Date: 9/4/14

ATTEST:

By: Sondra E. Smith

Sondra E. Smith, City Clerk/Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY



BOTANICAL GARDEN OF THE OZARKS

BGSO priorities in alphabetical order

A Education / Visitor Center 17,000 sf
B Parking
C Event Pavilion 6,700 sf
D Parking
E Office / Restroom 2,000 sf (indoor / outdoor)
F Community Market 7,800 sf (indoor / outdoor)
G Amphitheatre
H Joint Access Entry

Future Gardens

1. Field to Fork Garden
2. The Peoples Garden
3. Horticultural Display Gardens
4. Woody Plant Gardens
5. 21st Century Sustainability Garden
6. Hilton Creek Garden
7. Klingaman Arboretum
8. Woodland Interpretive Garden
9. No Fee Area

MASTER PLAN 2028

DAVID W. MCKEE, ARCHITECT

Prepared in cooperation with the BGSO Board's Master Plan Dated March 2013
Trail alignments and boundaries based on City of Fayetteville proposal

Botanical Garden of the Ozarks
Boundary Line Adjustment and Operations Center

Request: Adjust the Botanical Garden of the Ozarks Master Plan by adding 1.7± acres adjacent to our existing service area and approve the construction of a 2800 square foot Operations Center to facilitate maintenance of existing and future gardens.

Situation: Since its incorporation in 1994, start of construction in 2003 and opening in 2007 the Botanical Garden of the Ozarks has undergone many changes. During that period many people have been involved in making the BGO the significant Northwest Arkansas attraction it is and one of Fayetteville's most visited sites. Not only has the garden grown and developed but the Lake Fayetteville Property has undergone significant change too. The addition of the Hard Surface Trail (2012), the completion of the 265 widening project (2014), redrawing of BGO boundaries to accommodate the Soft Trail (2015), the turnback of about 40 acres of BGO leased property on the south side of the lake (2015), and the completion of the Trail Parking lot (2016) all impacted the BGO in one way or another.

The 6 acres of gardens now enjoyed by the public are supported out of our existing narrow service area (100 feet wide and 500 feet long) on the north side of the garden. We have made this long, skinny parcel work by using portable storage pods for some of our equipment while other items sit outside, and by placing our greenhouses in half-shaded locations. This narrow strip is simply not large enough to support the development of gardens on the south side of Hilton Creek where the main part of the garden is slated to be added in the coming years.

Proposal: We are proposing an adjustment to our lease boundary by the addition of 1.7± acres to the north of our current service area, giving a total of 2.95± acres for our behind the scenes work area. This space will be large enough to accommodate future phases of garden development. The proposed 1.7± acre parcel is on the southeast lease boundary of the Fayetteville School District property which is part of the Outdoor Nature Center on the north shore of Lake Fayetteville.

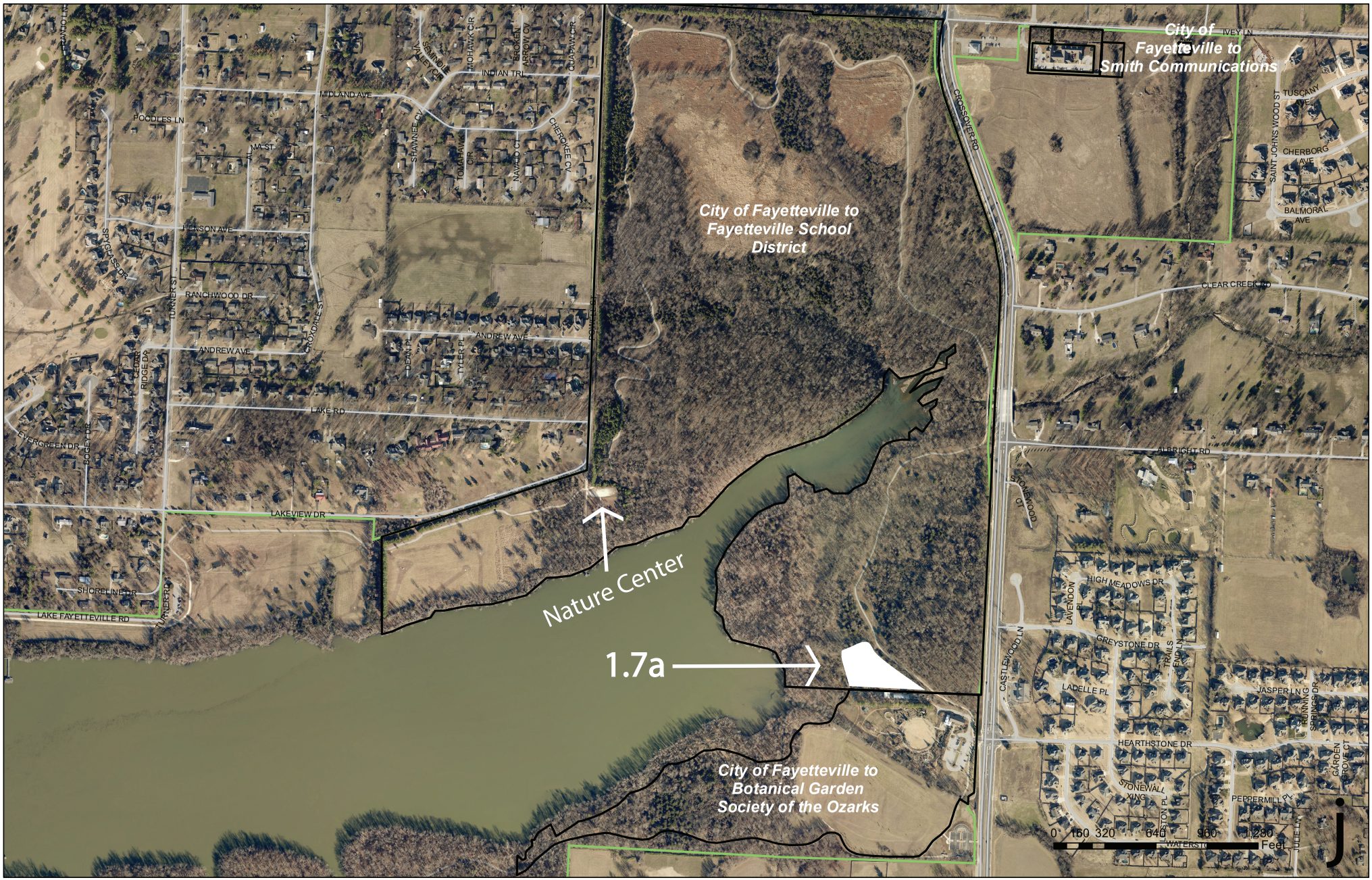
The proposed Operations Center will be the focus for the behind the scenes work needed for present garden maintenance and construction of future garden features. It will protect and store major pieces of garden equipment, supplies and serve as a work area for building new garden features. Additionally, garden staff and volunteers will use part of it for office space, meetings, garden record keeping activities and dry storage for greenhouse supplies. The Garden is financially secure and we have obtained 100% donor support for constructing the Operations Center.

The proposed service area expansion is large enough to accommodate the additional greenhouses needed to support the expanded gardens and proposed conservatory shown in the 2015 BGO Master Plan. The extra acreage would permit the reorientation of our existing greenhouse to a north-south (preferred) orientation, instead of east-west as we were forced to do because of the narrowness of the original tract. Changes to the

greenhouses orientation will not occur until the appropriate time to support garden growth and/or the next phase of garden expansion as shown in the 2015 Master Plan.

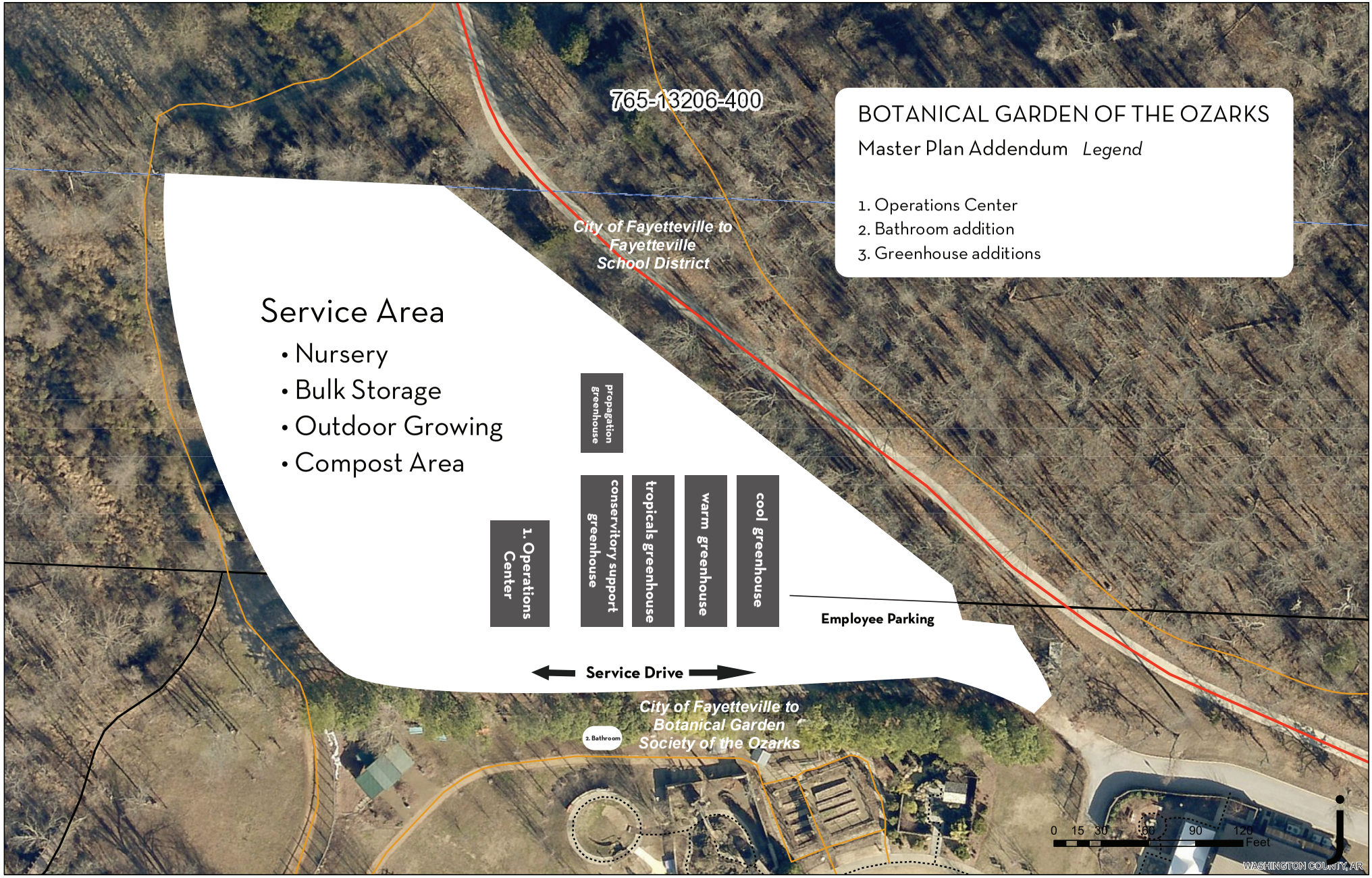
Increasing the size of our service area will also provide more serviceable outdoor growing space for garden plants including perennials and woody nursery plants, for maintaining our composting operation and to accommodate piles of mulch, sand, gravel, soil and rocks that are used in our gardening operations.

Benefits: The addition of the 1.7± acres will allow the maintenance operations of the BGO to be confined in one, mostly out-of-sight location. Without this addition, a second service area would need to be developed and it would be difficult to screen another area from trail users and garden visitors. The addition of the Operations Center will permit the removal of the storage containers we are now using for supplies, elimination of plastic covered hoop houses we park our equipment in, and a general reorganization of our service area. The maintenance of a 50 foot wide vegetation-filled setback from the hard trail will shield trail users from our service area. With all of our service area organized in one location it will be easier to provide security for equipment and personnel.


City of Fayetteville to Smith Communications
City of Fayetteville to Fayetteville School District
City of Fayetteville to Botanical Garden Society of the Ozarks
Nature Center
1.7a
MIDLAND AVE
POODLES LN
HENSON AVE
RANCHWOOD DR
ANDREW AVE
LAKE RD
LAKEVIEW DR
LAKE FAYETTEVILLE RD
TURNER ST
CROSSOVER RD
CLEAR CREEK RD
ALBRIGHT RD
HIGH MEADOWS DR
GREYSTONE DR
HEARTHSTONE DR
LADELLE PL
JASPER LN
PEPPERMILL PL
CHERBORG AVE
BALMORAL AVE
TUSCANY AVE
SAINT JOHNS WOOD ST
0 160 320 640 960 1,280
Feet


765-13206-400
City of Fayetteville to
Fayetteville
School District
Proposed 1.7+- acre addition
to the Botanical Garden of the
Ozarks
765-13210-000
City of Fayetteville to
Botanical Garden
Society of the Ozarks
0 15 30 60 90 120
Feet
WASHINGTON COUNTY, AR

2028 Botanical Garden of the Ozarks Master Plan Amendment



FAYETTEVILLE
PUBLIC SCHOOLS
LEARN. GROW. PERFORM. LEAD.

January 10, 2017

Mrs. Connie Edmonston, Parks and Recreation Director
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Dear Mrs. Edmonston,

The Fayetteville Public School District agrees to accept the proposal by the Botanical Gardens of the Ozarks to decrease our joint lease agreement acreage with the City of Fayetteville in the amount of 1.7 acres as designated on the attached map. This will allow the Botanical Gardens to build an operations center to facilitate maintenance of their existing and future gardens.

In addition, the Fayetteville Public School District agrees to make this change in the lease agreement land description utilizing GPS instead of a boundary survey.

Sincerely,

Matthew Wendt, Ed.D.
Superintendent

1000 West Bulldog Boulevard • Fayetteville, Arkansas 72701
479.444.3000 • fayar.net

SPRINGDALE SCHOOL DISTRICT
Administration Office: 804 West Johnson
P. O. Box 8
Springdale, Arkansas
72765-0008

District Accreditation by *AdvancED*

Jim D. Rollins, Ed.D.
Superintendent
Phone: (479) 750-8800
Fax: (479) 750-8812

February 22, 2017

Mrs. Connie Edmonston
Parks and Recreation Director
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Mrs. Edmonston:

The Springdale School District agrees to accept the proposal by the Botanical Gardens of the Ozarks to decrease our joint lease agreement acreage with the City of Fayetteville in the amount of 1.7 acres as designated on the attached map. This will allow the Botanical Gardens to build an operations center to facilitate maintenance of their existing and future gardens.

In addition, the Springdale School District agrees to make this change in the lease agreement land description utilizing GPS instead of a boundary survey.

Sincerely,

Jim D. Rollins

Jim D. Rollins, Ed.D.
Superintendent

JDR/cn

CITY OF Fayetteville ARKANSAS

MINUTES

Parks and Recreation Advisory Board Meeting
March 6, 2017 at 5:30 p.m.
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 Profitt, Bill Putman, Dana Smith

City Staff: Connie Edmonston, Director; Byron Humphry, Maintenance Superintendent; Alison Jumper, Park Planning Superintendent; John Crow, Recreation Superintendent; Chanel Pennington, Operations Assistant

AGENDA for 5:30 pm.:

1. Call to Order

Lamb called the meeting to order at 5:30 PM.

2. Roll Call

Members Present: Lamb, Colwell, Maxwell, McKnight, Putman and Smith. Proffit arrived at 5:33 PM.
Members Absent: Jennings and McHan.

9. Botanical Gardens of the Ozarks Boundary Line Adjustment for an Operations Center For an Operations Center – Connie Edmonston, Parks and Recreation Director

Charlotte Taylor, Executive Director of the Botanical Garden of the Ozarks made a presentation to adjust the current boundary line with the Fayetteville and Springdale Public Schools by 1.7 ± acres in order to construct a 2,800 square foot Operations Center for maintenance of the gardens. Fayetteville and Springdale Public Schools have agreed to decrease their lease agreement by 1.7 acres.

Taylor explained that the Operations Center would be important for the growth of the Botanical Garden of the Ozarks. She met with both Superintendents of Fayetteville and Springdale School and they were in support of the land acquisition.

Edmonston noted that this agreement will result in an amendment to the current lease agreement with the BGO as well as the Fayetteville Public School lease.

Maxwell asked if the BGO staff had talked to the teachers that utilize the Environmental Study Center. He was concerned over the activity at the new Operations Center and it affecting the waterfowl at the Lake. Specifically, near the new waterfowl observation blind.

Taylor mentioned the center would be far off from the Lake and were concerned about that as well.

Lamb asked if the trail would remain outside of the land lease.

Staff and Taylor replied yes.

Smith added that a portion of the area being proposed was already being used by the BGO. She did not foresee a large impact on the activities conducted by the Study Center, although additional land beyond what is being proposed may be of concern. Typically, staff will not take the student that far due to the distance from the Study Center.

Edmonston noted that staff did confirm with BGO that this will the final amount of additional land they will request.

Lamb asked if there already access from the BGO to the land.

Taylor replied yes.

Maxwell asked about their plans for fencing the acquired land.

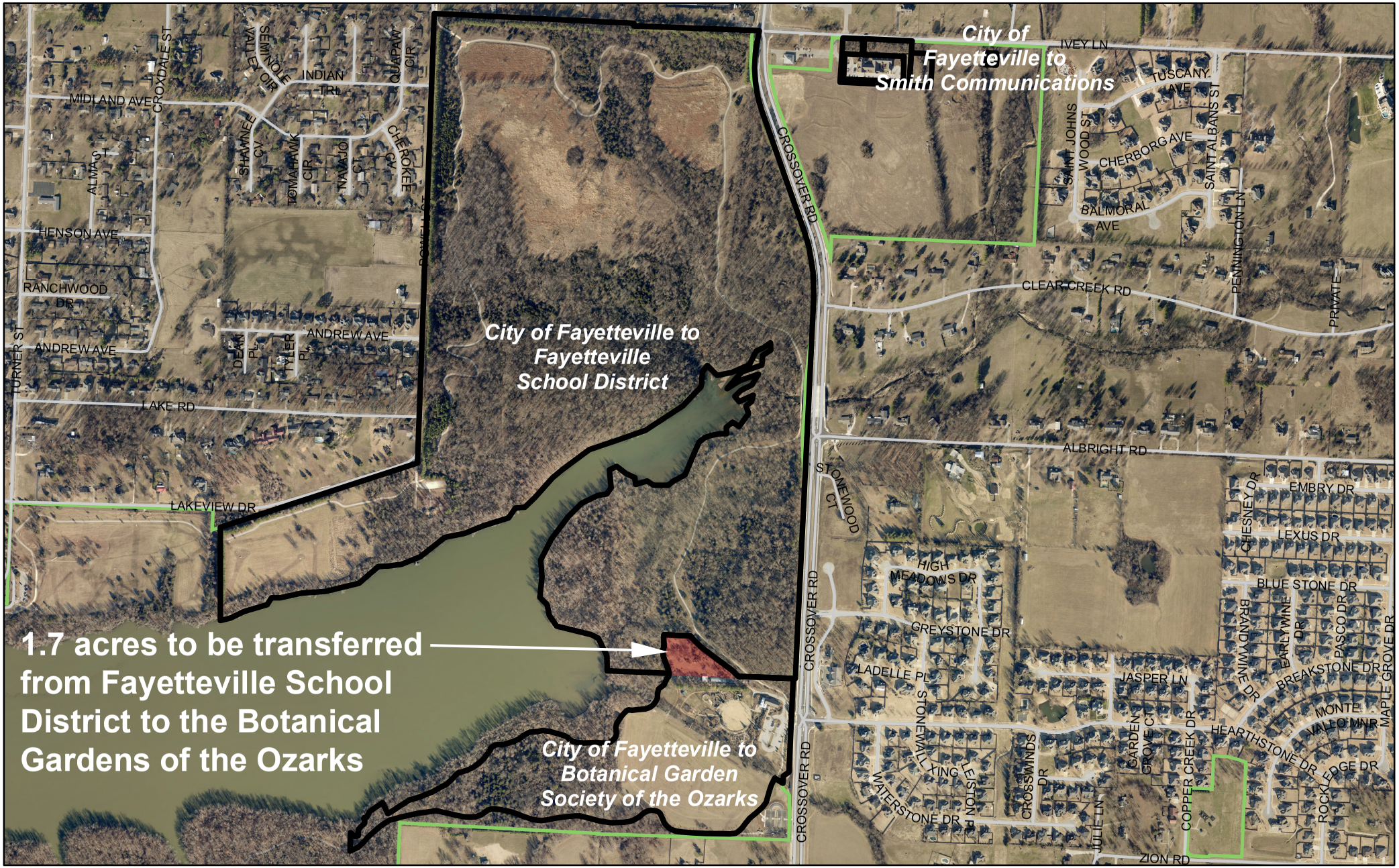
Taylor replied that as of now, anyone can access the land. They will have a plan for fencing when their Master Plan is complete and the funding is available.

Maxwell added there should be a setback limitation with regard from the Operations Center to the paved and soft surface trail.

Staff Recommendation: To approve BGSO's request to adjust the boundary line.

PRAB Motion: Lamb motioned to accept staff's recommendation. Putman seconded the motion. Motion passed, 7-0-0.

PRAB minutes provides the basic discussions and motions of the PRAB meeting. For more information, please refer to the PRAB meeting video provided on the city's website, www.fayetteville-ar.gov.



Lake Fayetteville Lease Map

Park Boundary

Lease Boundary

N W E S

0 125250 500 750 1,000 Feet

City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0195

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: C. 7

UNIVERSITY OF ARKANSAS, WEST HOTZ DRIVE:

A RESOLUTION PURSUANT TO ORDINANCE NO. 5652 TO AUTHORIZE MOTOR VEHICLE ACCESS TO WEST HOTZ DRIVE FROM PROPERTY OWNED BY THE UNIVERSITY OF ARKANSAS

WHEREAS, the City Council passed Ordinance No. 5652 on January 21, 2014, vacating certain platted rights of way and an alley with the condition that no motor vehicles could enter or exit onto Hotz Drive from the parcels of land near the vacated rights of way without City Council approval in the form of a resolution.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes motor vehicle access to West Hotz Drive from property owned by the University of Arkansas as shown on the map attached and labeled Exhibit A.

City of Fayetteville Staff Review Form

2017-0195

Legistar File ID

4/18/2017

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

Trans. Committee-Matthew Petty, Chair	3/31/2017	City Council / General Government Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A Resolution Pursuant to Ordinance No. 5652 to Authorize Motor Vehicle Access to West Hotz Drive from Property Owned by the University of Arkansas

Budget Impact:

Account Number			Fund	
Project Number			Project Title	
Budgeted Item?		Current Budget	$	-
		Funds Obligated	$	-
		Current Balance	$	-
Does item have a cost?		Item Cost		
Budget Adjustment Attached?		Budget Adjustment		
		Remaining Budget	$	-

V20140710

Previous Ordinance or Resolution #

Original Contract Number: Approval Date:

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 18, 2017

TO: Mayor and City Council

THRU: City Council Transportation Committee

FROM: Chris Brown, City Engineer CB

DATE: March 31, 2017

SUBJECT: **A Resolution Pursuant to Ordinance No. 5652 to Authorize Motor Vehicle Access to West Hotz Drive from Property Owned by the University of Arkansas**

RECOMMENDATION:
This proposed resolution has been forwarded to the City Council by the City Council Transportation Committee. The Committee voted 3-1 to forward the resolution to the Council for consideration. No recommendation of either approval or denial was made with this vote.

BACKGROUND:
In 2013, the University of Arkansas (UA) requested approval to vacate several segments of City right of way, to allow construction of a parking lot along the west side of Razorback Road, between Center Street and Hotz Drive. In January 2014, the City Council approved this vacation request as Ordinance 5652, and included as a stipulation in the ordinance that "There shall be no motor vehicle entrance or exit onto Hotz Drive from this parcel now or in the future without express City Council approval in the form of a resolution."

DISCUSSION:
In mid-2016, in response to complaints from citizens on Palmer Avenue, the Transportation Committee began reconsideration of the connection to Hotz Drive. City staff collected data on traffic counts entering and existing the parking lot, and presented those results to the Committee. Results of this data collection are attached, and additional traffic count information is being collected and will be available by the City Council date.

On March 28th, the Transportation Committee voted to forward a resolution approving access to Hotz Drive to the full Council, with no recommendation.

Attachments:
Traffic Analysis Memo and Maps
Ordinance 5652

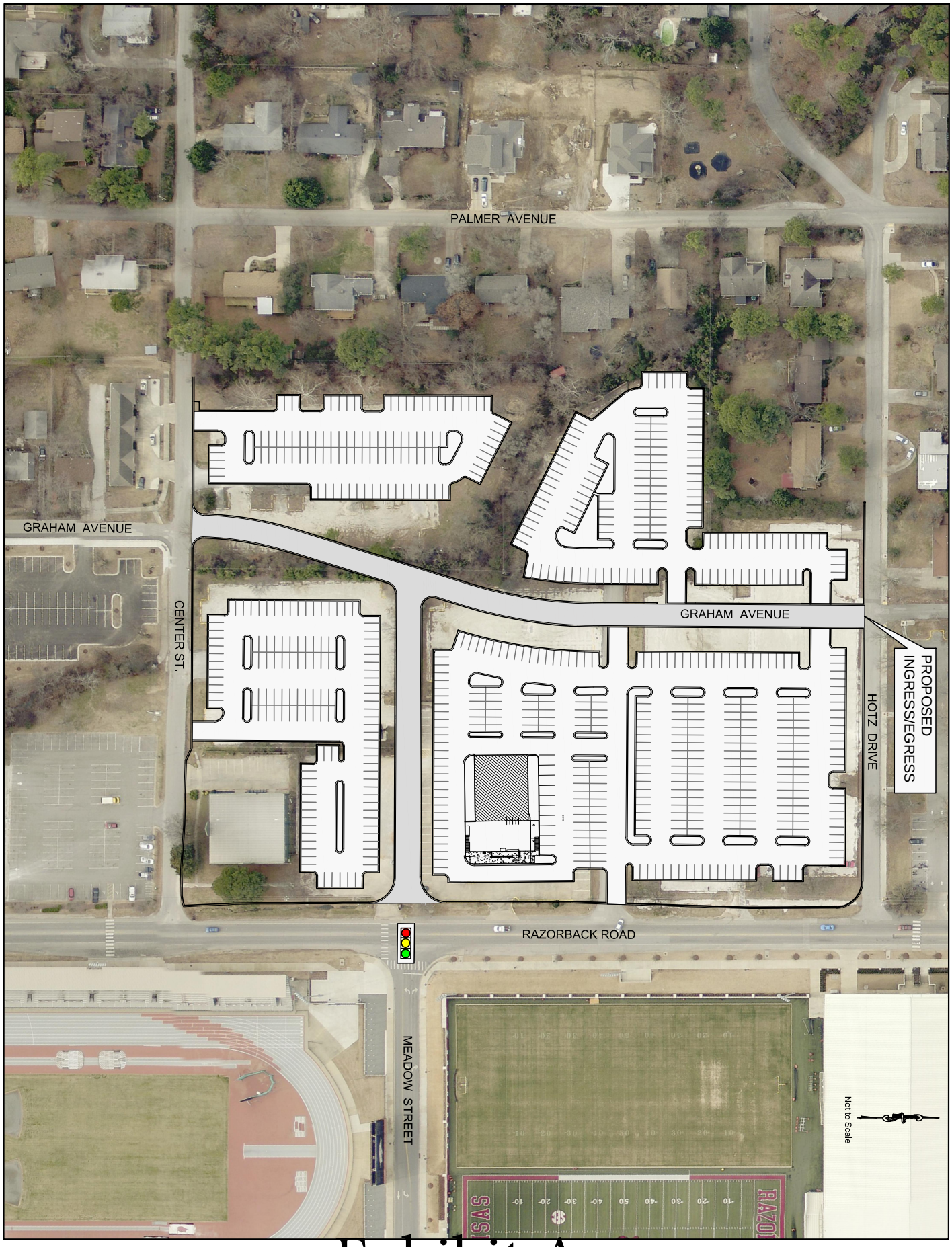
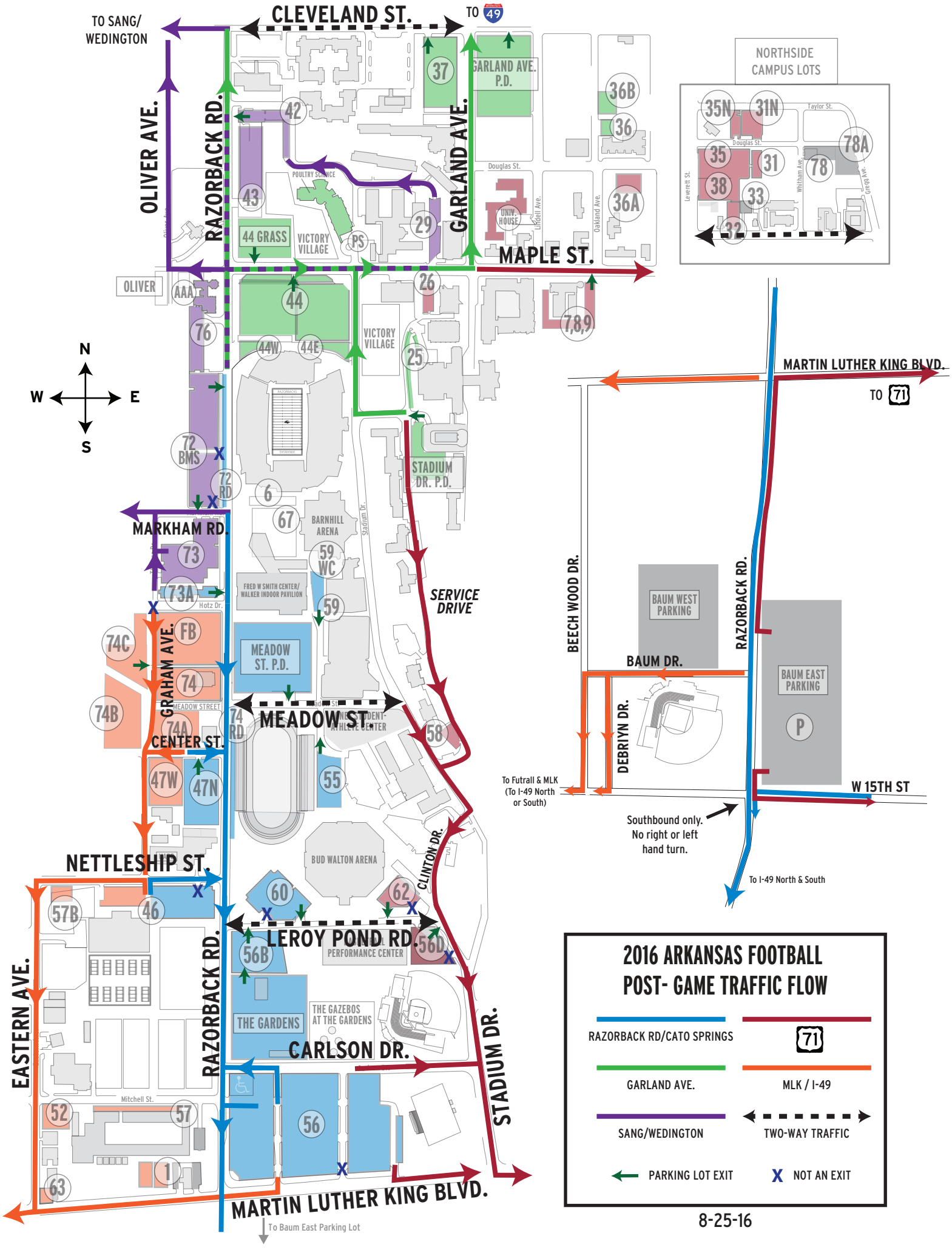

PALMER AVENUE
GRAHAM AVENUE
CENTER ST.
GRAHAM AVENUE
PROPOSED INGRESS/EGRESS
HOTZ DRIVE
RAZORBACK ROAD
MEADOW STREET
Not to Scale

Exhibit A


TO SANG/ WEDINGTON
CLEVELAND ST.
TO 49
OLIVER AVE.
RAZORBACK RD.
GARLAND AVE.
GARLAND AVE. P.D.
MAPLE ST.
OLIVER
AAA
44 GRASS
VICTORY VILLAGE
PS
POULTRY SCIENCE
UNIV. HOUSE
Douglas St.
Lindell Ave.
Oakland Ave.
NORTHSIDE CAMPUS LOTS
Taylor St.
Douglas St.
Leverett St.
Whitham Ave.
Gregg Ave.
N
W
E
S
72 BMS
72 RD
MARKHAM RD.
STADIUM DR. P.D.
Stadium Dr.
BARNHILL ARENA
FRED W SMITH CENTER/ WALKER INDOOR PAVILION
Hotz Dr.
SERVICE DRIVE
GRAHAM AVE.
MEADOW ST. P.D.
MEADOW STREET
MEADOW ST.
CENTER ST.
STUDENT-ATHLETE CENTER
NETTLESHIP ST.
BUD WALTON ARENA
CLINTON DR.
LEROY POND RD.
PERFORMANCE CENTER
EASTERN AVE.
RAZORBACK RD.
THE GARDENS
THE GAZEBOS AT THE GARDENS
CARLSON DR.
STADIUM DR.
Mitchell St.
MARTIN LUTHER KING BLVD.
To Baum East Parking Lot
MARTIN LUTHER KING BLVD.
TO 71
BEECH WOOD DR.
BAUM WEST PARKING
RAZORBACK RD.
BAUM DR.
BAUM EAST PARKING
P
DEBRIYN DR.
To Futrall & MLK (To I-49 North or South)
W 15TH ST
Southbound only. No right or left hand turn.
To I-49 North & South
2016 ARKANSAS FOOTBALL POST- GAME TRAFFIC FLOW
RAZORBACK RD/CATO SPRINGS
71
GARLAND AVE.
MLK / I-49
SANG/WEDINGTON
TWO-WAY TRAFFIC
PARKING LOT EXIT
X NOT AN EXIT
8-25-16

CITY OF Fayetteville ARKANSAS

STAFF MEMO

TO: Chris Brown, P.E., City Engineer

FROM: Matt Casey, P.E., Engineering Design Manager

DATE: 11/3/16

SUBJECT: **Traffic Observations for U of A Parking Lot**

On Friday, September 30, 2016, Monday October 31, 2016 and Wednesday November 2, 2016, City of Fayetteville Engineering staff gathered data on traffic exiting the newly constructed University of Arkansas parking lot on Razorback Road. The parking lot is located between Center Street and Hotz Drive, west of Razorback Road. The movements that were observed were east and west bound at the Meadow Street intersection with Razorback Rd., turns in and out of the newly constructed portion of Graham Ave., and north turning movements off of Center street west of Graham onto Palmer and Hartman Avenues. The observation occurred from 3:00 to 5:00 p.m. on 9/30 and at 9:00 to 10:00 a.m. and 1:00 to 2:00 p.m. on 10/31 and 11/2.

During the a.m. times observed, there were a total of 162 vehicles that entered the parking lot. 63 of these vehicles entered on Meadow Street from Razorback Road. The remaining 99 vehicles entered from the south on Graham Avenue from Center Street. Of these 99 vehicles, 46 were coming from the east from Razorback Road, 45 were coming from the south on Graham Street, and 9 were coming from the west on Center Street from Palmer or Hartman.

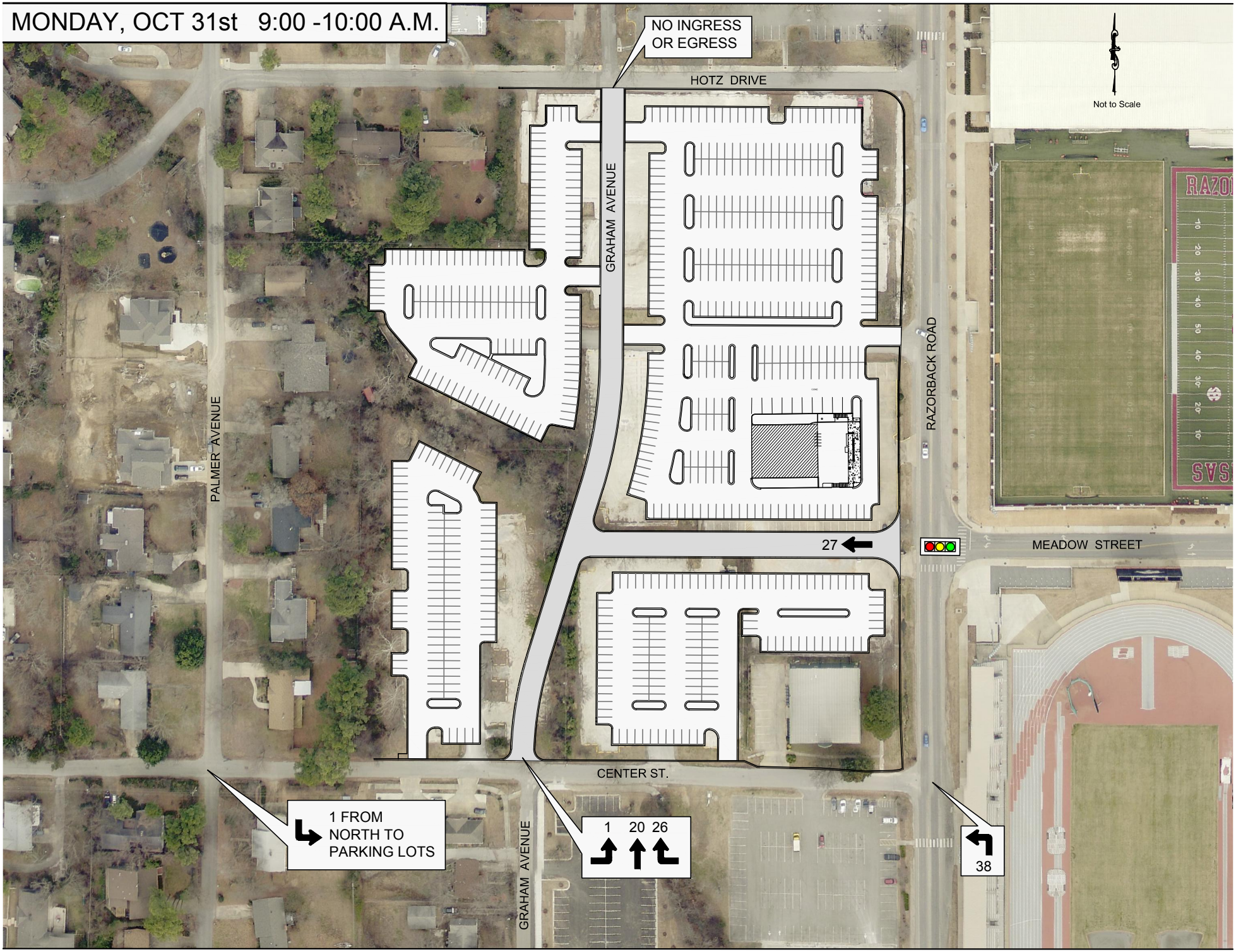
During the p.m. times observed, there were a total of 315 vehicles that exited the parking lot. 166 of these vehicles exited on Meadow Street to Razorback Road. The remaining 149 vehicles left to the south on Graham Avenue to Center Street. Of these 149 vehicles, 63 headed east to Razorback Road, 58 continued south on Graham Avenue and 28 turned west on Center Street. 8 of these 28 west bound vehicles were observed to turn north from Center Street onto Palmer or Hartman Avenues.

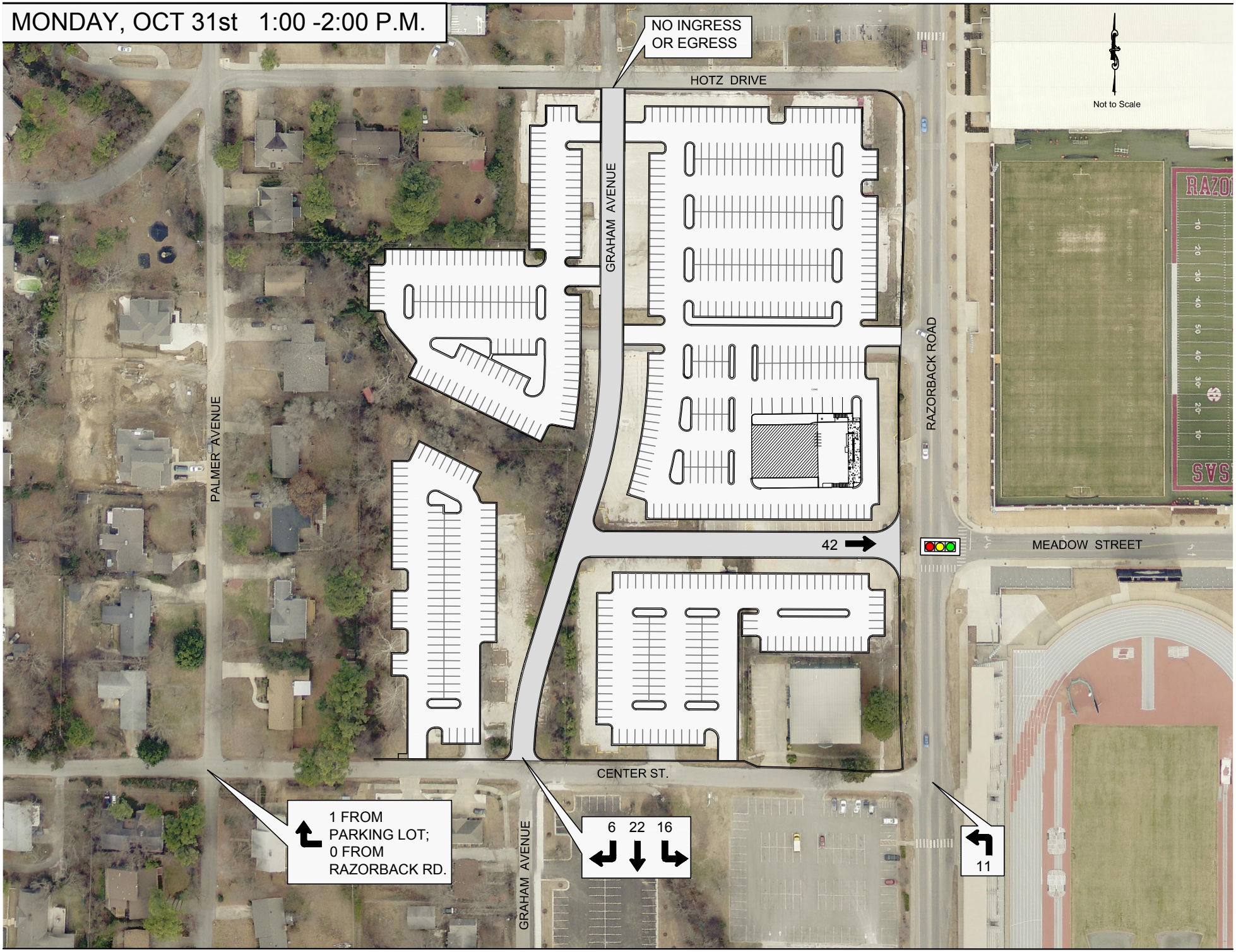
In addition to the parking lot traffic, there were 66 vehicles that turned west onto Center Street from the north bound lanes of Razorback Road. Of these 66 west bound vehicles, 12 turned north from Center Street onto Palmer or Hartman Avenues.

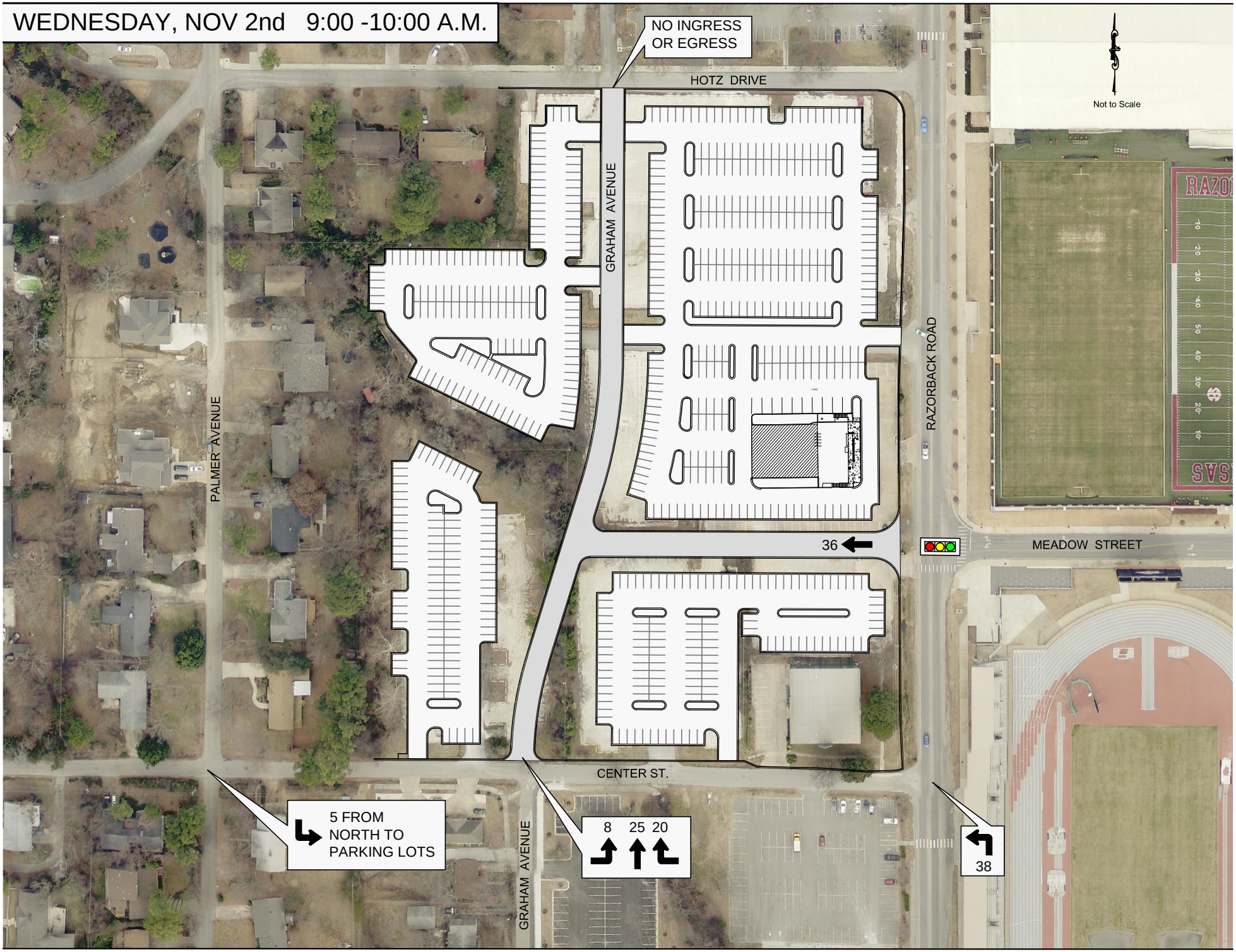
Based on the data gathered, the following conclusions have been made:

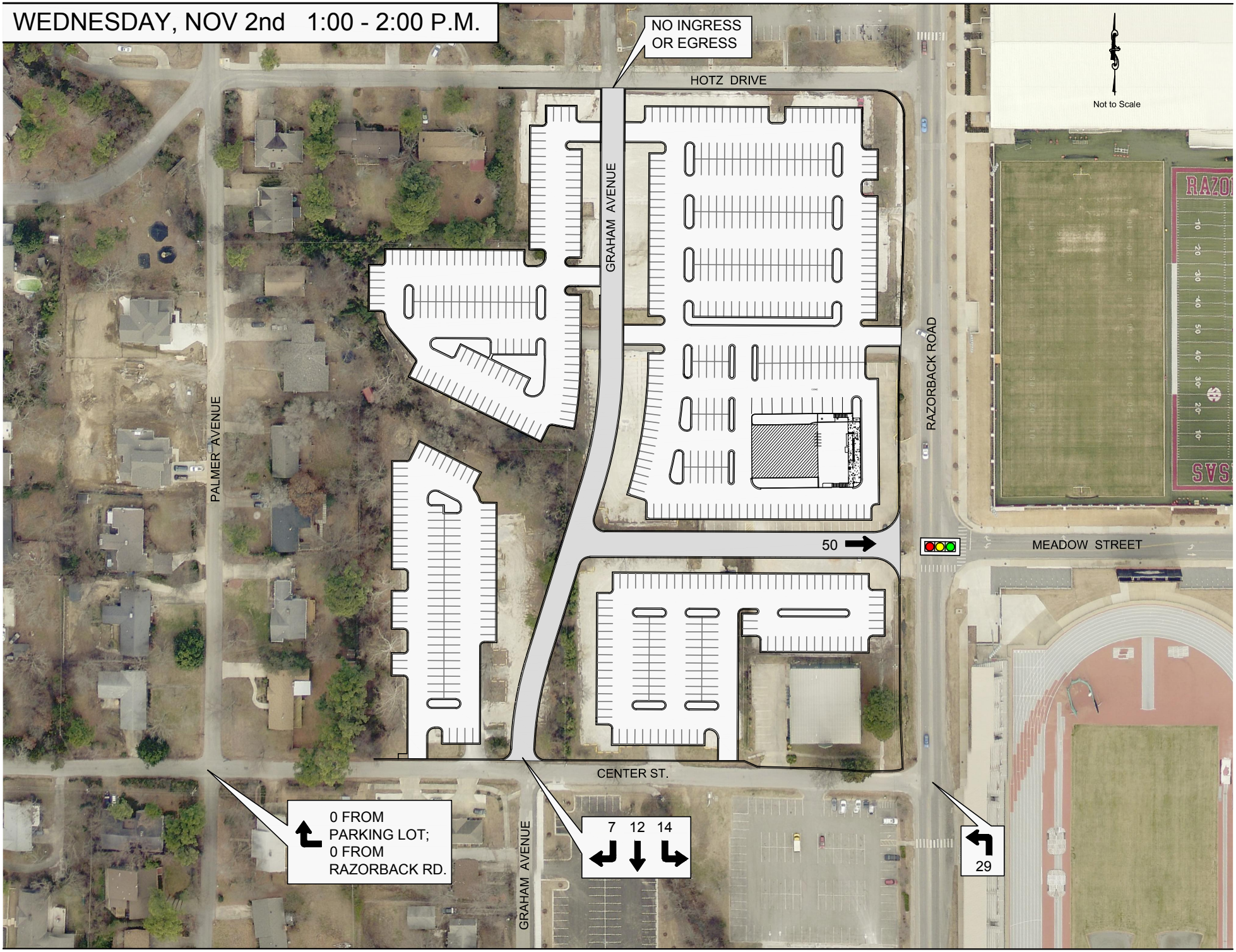
1) 53% of the vehicles leaving the parking lot are going directly onto Razorback Road by Meadow Street, 47% exit to Center Street.
2) 73% of the vehicles leaving the parking lot end up on Razorback Road by either Meadow Street or Center Street.
3) 9% of the vehicles leaving the parking lot turn west onto Center Street.
4) 8 of the vehicles leaving the parking lot going west on Center Street turn north onto Palmer or Hartman Avenues, which is less than 3% of the total number of vehicles leaving the parking lot.

5) 39% of the vehicles entering the parking lot are coming directly from Razorback Road by Meadow Street, 61% enter from Center Street.
6) 67% of the vehicles entering the parking lot come from Razorback Road by either Meadow Street or Center Street.
7) Less than 6% of the vehicles entering the parking lot come from the west on Center from Palmer or Hartman.


MONDAY, OCT 31st 9:00 -10:00 A.M.
NO INGRESS
OR EGRESS
HOTZ DRIVE
GRAHAM AVENUE
PALMER AVENUE
RAZORBACK ROAD
Not to Scale
27
MEADOW STREET
CENTER ST.
1 FROM
NORTH TO
PARKING LOTS
GRAHAM AVENUE
1 20 26
38


MONDAY, OCT 31st 1:00 -2:00 P.M.
NO INGRESS OR EGRESS
HOTZ DRIVE
GRAHAM AVENUE
PALMER AVENUE
RAZORBACK ROAD
Not to Scale
42
MEADOW STREET
CENTER ST.
1 FROM PARKING LOT; 0 FROM RAZORBACK RD.
GRAHAM AVENUE
6 22 16
11


WEDNESDAY, NOV 2nd 9:00 -10:00 A.M.
NO INGRESS
OR EGRESS
HOTZ DRIVE
Not to Scale
GRAHAM AVENUE
PALMER AVENUE
RAZORBACK ROAD
36
MEADOW STREET
CENTER ST.
5 FROM
NORTH TO
PARKING LOTS
GRAHAM AVENUE
8 25 20
38


WEDNESDAY, NOV 2nd 1:00 - 2:00 P.M.
NO INGRESS OR EGRESS
HOTZ DRIVE
Not to Scale
GRAHAM AVENUE
PALMER AVENUE
RAZORBACK ROAD
50
MEADOW STREET
CENTER ST.
0 FROM PARKING LOT; 0 FROM RAZORBACK RD.
GRAHAM AVENUE
7 12 14
29

Doc ID: 015590260005 Type: REL
Kind: ORDINANCE
Recorded: 02/10/2014 at 11:00:28 AM
Fee Amt: $35.00 Page 1 of 5
Washington County, AR
Kyle Sylvester Circuit Clerk
File2014-00003108

ORDINANCE NO. 5652

AN ORDINANCE APPROVING VAC 13-4516 SUBMITTED BY DEVELOPMENT CONSULTANTS, INCORPORATED FOR PROPERTY LOCATED WEST OF RAZORBACK ROAD AND NORTH OF CENTER STREET TO VACATE THE RIGHT-OF-WAY OF BRENDA DRIVE, COURT STREET, WALTON STREET, AND A THIRTY FOOT WIDE ALLEY OFF OF HOTZ DRIVE.

WHEREAS, the City Council has the authority under A.C.A. § 14-301-301 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portions of the platted right-of-ways and alley are not required for corporate purposes; and

WHEREAS, all property abutting said right-of-ways are owned by the University of Arkansas.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described right-of-ways in Exhibit B (attached).

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit A shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the Condition of Approval and shall not be in effect until the condition is met.

1. There shall be no motor vehicle entrance or exit onto Hotz Drive from this parcel now or in the future without express City Council approval in the form of a resolution.

2. All right-of-ways shall be retained as general utility easements.

3. Any relocation or, or damage to any existing utility facilities shall be repaired at the property owner's expense.

PASSED and **APPROVED** this 21st day of January, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

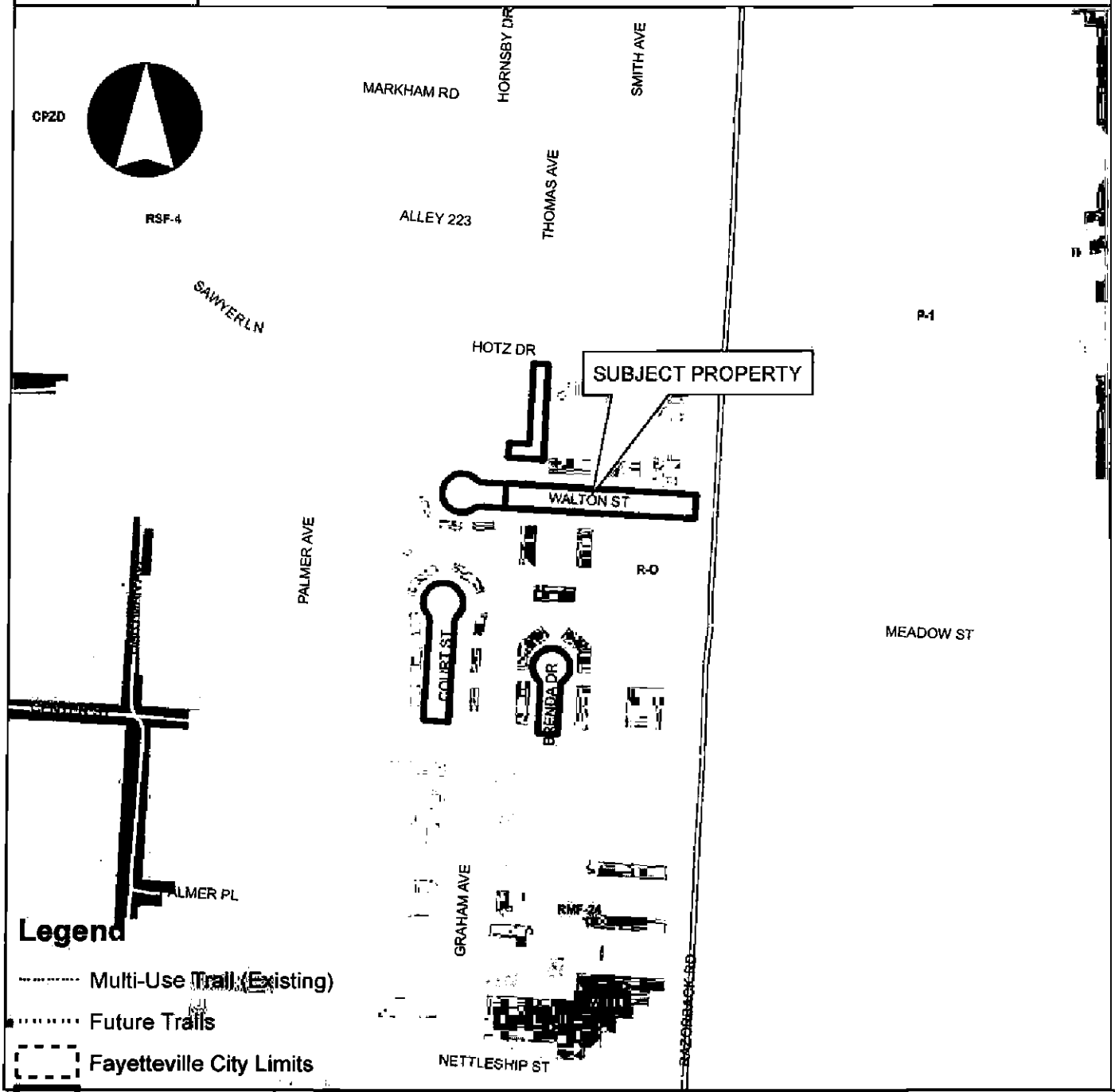
CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

EXHIBIT 'A'

VAC13-4516

Close Up View

U OF A



Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Fayetteville
ARKANSAS

Aldermen

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

City of Fayetteville Arkansas
City Council Meeting Minutes
December 17, 2013

A meeting of the Fayetteville City Council was held on December 17, 2013 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Adella Gray, Sarah Marsh, Mark Kinion, Matthew Petty, Justin Tennant, Martin Schoppmeyer, Rhonda Adams, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Mayor Jordan asked the students from Ms. Shay Hopper's Woodland Junior High School 9th Grade Pre-AP Civics class to stand and be recognized.

Don Marr, Chief of Staff presented an award to the City of Fayetteville Information Technology Department. He stated the National League of Cities selected the City of Fayetteville in our population category. They selected ten of the top cities for the use of technology, citizen engagement, ability to interact with the public, both in transactions through electronic means. The City of Fayetteville came in second only to Palo Alto, California in the Silicon Valley. He stated we are extremely proud of our IT Department. We received kudos for the creative minds at the city. This is a huge award and we are extremely proud of their work. We would also like to thank the Council for your budget authorizations in technologies over the last several years. We appreciate your support.

City Council Meeting Presentations, Reports and Discussion Items:

City Board of Health – Appointments must be made by the mayor and approved by the City Council to serve during the term of the appointing mayor.

Mayor Jordan read the City Board of Health appointment and recommended Shana Kasparek.

A copy of the report is attached.

Public Facilities Board - Members must be nominated by a majority of the board and appointed by the mayor subject to confirmation of the governing body of the City.

Mayor Jordan read the Public Facilities Board appointment and recommended Hugh Earnest.

A copy of the report is attached.

Nominating Committee Report: Alderman Gray read the Nominating Committee Report and recommended the appointments as submitted.

A copy of the report is attached.

Alderman Gray moved to approve the Nominating Committee Report, City Board of Health appointment and the Public Facilities Board appointment. Alderman Tennant seconded the motion. Upon roll call the motion passed unanimously.

Agenda Additions: None

Consent:

Approval of the December 03, 2013 City Council meeting minutes.

Approved

Police Department Policy: A resolution approving Fayetteville Police Department policy 41.2.9 Foot Pursuit.

Resolution 249-13 as recorded in the office of the City Clerk

Cruse Uniform and Equipment, Inc.: A resolution awarding RFP #13-17 and approving a contract with Cruse Uniform and Equipment, Inc. to serve as quartermaster for the Police Department.

Resolution 250-13 as recorded in the office of the City Clerk

Fayetteville Police Department Donation Revenue: A resolution approving a budget adjustment in the total amount of $3,050.00 recognizing donation revenue to the Fayetteville Police

Department in support of officer service awards, general recognition and repair of the vandalized police memorial monument.

Resolution 251-13 as recorded in the office of the City Clerk

Safeware: A resolution approving the purchase of a hazardous materials decontamination tent from Safeware through a cooperative purchasing agreement, in the amount of $42,060.74, and approving a budget adjustment.

Resolution 252-13 as recorded in the office of the City Clerk

Bid #13-54 College Shoe Shop: A resolution awarding Bid #13-54 and approving an agreement with College Shoe Shop in the amount of $22,000.00 for the purchase of wildland firefighting boots for the Fire Department.

Resolution 253-13 as recorded in the office of the City Clerk

General Construction Solutions, Inc. Change Order No. 3: A resolution approving Change Order No. 3 to the contract with General Construction Solutions, Inc. in the amount of $7,009.00, and approving an additional project contingency in the amount of $700.00, for the construction of improvements to Mount Sequoyah Gardens.

Resolution 254-13 as recorded in the office of the City Clerk

CDBG Public Facility Lease Program: A resolution approving an amendment to the lease agreement with Prism Education Center for 2190 S. Razorback Road which is part of the CDBG Public Facility Lease Program.

Resolution 255-13 as recorded in the office of the City Clerk

A&P Bond Special Election: A resolution approving a budget adjustment in the amount of $14,000.00 to provide funding for payment of costs related to the A&P Bond Special Election.

Resolution 256-13 as recorded in the office of the City Clerk

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

Public Hearing:

Mayor Jordan opened the Public Hearing

Razing and Removal Costs for 515 E. Township Street: A resolution certifying to the Tax Collector of Washington County, Arkansas the costs of razing and removal of a dilapidated and

unsafe structure upon the property owned by Marshall Aaron Mahan located at 515 E. Township Street in the City of Fayetteville, Arkansas.

Chad Ball, Code Compliance Administrator gave a brief description of the resolution.

Mayor Jordan closed the Public Hearing

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

Resolution 257-13 as recorded in the office of the City Clerk

Mayor Jordan opened the Public Hearing

Razing and Removal Costs for 1717 S. Stirman Avenue: A resolution certifying to the Tax Collector of Washington County, Arkansas the costs of razing and removal of a dilapidated and unsafe structure upon the property owned by Mary Lou Guthery located at 1717 S. Stirman Avenue in the City of Fayetteville, Arkansas.

Chad Ball, Code Compliance Administrator gave a brief description of the resolution.

Aubrey Shepherd: If the City has a lien on it and it goes up for sale, we should try to purchase that land because it is in the flood plain.

Chad Ball: This is the final few steps. It puts a lien on the property to recoup the cost that the city incurred to correct the violation which was an unsafe building.

Aubrey Shepherd: This would be a suitable place that would not cost much to develop as a garden.

Alderman Marsh: Aubrey raises a really good point. This parcel is actually going to be located on our future trail extension and it is in an area where a lot of people are struggling with food insecurity. A community garden would be a tremendous asset to that neighborhood. I would like to see us take some action to implement Aubrey's vision for this sight.

Alderman Marsh: How do we go about making a community garden?

City Attorney Kit Williams: The lien only gives us the right to recoup our cost if the property is sold. It doesn't give us any property interest in the land itself. If the City Council wants to buy land then you can appropriate the money for it and offer to purchase it from the owner.

Alderman Marsh: Maybe we add that to our list for our Parks Department for consideration?

Mayor Jordan closed the Public Hearing

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

Resolution 258-13 as recorded in the office of the City Clerk

Mayor Jordan opened the Public Hearing

VAC 13-4516 (Brenda Drive, Court and Walton Street/University of Arkansas): Public hearing on the petition of the University of Arkansas to vacate Brenda Drive, Court and Walton Street and alley.

Jay Young, Development Consultants: I don't have any comment at this time. When the ordinance comes up I will be available to give my comments at that time.

Mayor Jordan closed the Public Hearing

Unfinished Business:

VAC 13-4516 (Brenda Drive, Court and Walton Street/University of Arkansas): An ordinance to approve the University of Arkansas' petition to vacate Brenda Drive, Court Street, Walton Street and a thirty foot wide alley all within property owned by the University of Arkansas. ***This ordinance was left on the Second Reading at the November 19, 2013 City Council meeting. This was left on the Second Reading and Tabled to the December 17, 2013 City Council meeting.***

Alderman Tennant moved to suspend the rules and go to the third and final reading. Alderman Gray seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Long: We discussed this at the Ward 4 meeting. The easement on the north side is directly across from a street called Thomas. Thomas is a very narrow street that two cars can't pass at the same time on and can't handle additional traffic. I have heard from multiple constituents that would like the north entrance of Hotz to remain closed. This will also help prevent traffic filtering from the parking lot back in through the neighborhood which has very narrow streets. I would like to make an amendment to the conditions of approval. It would be a condition of approval number four, stating that the north side of the property will not have an outlet or entrance onto Hotz.

Alderman Long moved to amend the ordinance to state on the north side no outlet onto Hotz Drive. Alderman Adams seconded the motion.

Alderman Petty: I would like to hear from the University or the representative how the amendment would impact their plans.

Jay Young, Development Consultants: City Planning is in agreement that the policy of connectivity, that the city has, should be maintained. They are not in favor eliminating this connection to Hotz Street. The day to day traffic that we are anticipating for these parking lots is going to consist mainly of two different characters of parkers. There will be some long term student parking. Those students will leave their car for the whole week. It won't be come and go traffic for those types of parkers. The other types of parkers we anticipate using the parking lots during the day time are going to be students, staff and faculty parking. Those students, staff and faculty parking are more of a come and go throughout the day type traffic. It's not going to be a mad rush in the morning and evening. They are going to be filtering in and out throughout the day. Those people who are going to be traveling from off campus to park here will most likely take the most direct route to these parking lots. The most direct route will be to come right down Razorback Road. We don't anticipate people trying to meander through winding neighborhoods to get back out to a main road somewhere.

This parking lot as a U of A parking lot will be for permit parking during daytime hours on Monday through Friday, 7:00 a.m. to 5:00 p.m. Outside of those hours this is open to anybody to park in which will be a benefit to these neighborhoods. The connection at Hotz specifically we see that as a benefit to the neighborhoods. Those people that are in these neighborhoods now that have to travel outside of their neighborhoods daily, as they leave, they have to go to an uncontrolled intersection at Hotz and Razorback. When we put this connection in, those travelers will be able to turn, go down the new road and have a traffic signal. It will be a controlled way to turn right or left onto Razorback Road. We see that as a benefit for these neighborhoods.

We are putting in sidewalks and pedestrians will benefit. Pedestrians will be able to walk to the same controlled intersection and safely cross the road. During athletic events this is going to be an athletic parking lot. There will be at those times a large amount of parkers who will be entering and leaving. That is no different than what we have today.

By eliminating this connection on the north, with 850 to 900 parking spaces, it will severely limit the ability for people to efficiently maneuver in and out of these parking lots. It gives greater flexibility in case one of these entrances are ever blocked for an emergency of any kind. I would ask the Council not to accept the amendment.

A discussion followed on possible access points for this parking area.

Alderman Long: At the Ward 4 meeting, Jay Hunnicutt had indicated to Alderman Adams and myself that he would be willing to work with the idea of closing the entrance on Hotz.

Jay Young: My conversations with the University is that they would prefer not to close the intersection on Hotz. It is a benefit to their project and they would like it to remain open.

Alderman Marsh: Would the University be willing to fund some sidewalk and street improvements on Thomas Avenue in exchange?

Jay Young: I wouldn't be able to speak to that. That is not currently in the portion of the project that our firm is working on.

Alderman Marsh: It seem that we have some valid pedestrian safety issues there. Maybe if we could provide a safe route for those pedestrians that might alleviate some of the concerns of the neighborhood.

City Attorney Kit Williams: Any condition that the City Council would want to place upon a vacation should be tied directly to the effect that the vacation might be having. If the City Council determines that there is a direct effect upon something then you can place a condition to try to remedy that effect. It needs to be tied to the vacation and not just because we might need it for some other reason.

Alderman Marsh: It seems like a large volume of cars being discharged onto that street would create a direct impact on the pedestrian safety there.

City Attorney Kit Williams: It is up to the City Council to determine that.

Jay Young: We don't anticipate there is going to be this large volume of cars other than on those six major football games. There is already a large volume of cars and those streets that handle it now will continue to handle it.

Alderman Marsh: Do you anticipate any increase in pedestrian traffic along north Thomas Avenue to people who are accessing their cars in that parking lot?

Jay Young: Most of the people who are going to park here are going to be University students and staff. There are no facilities that are due north along Thomas Avenue. Most of those people are probably going to go on the existing sidewalks and continue to walk to the east to access the locations where they are headed.

A discussion followed regarding pedestrian traffic for the area.

Alderman Petty: At the beginning of the gentleman's statement he mentioned that staff was supportive of the University's planned connection to Hotz based on our connectivity policy. Please explain what that policy is, why we have it and why you are supporting this plan based on it.

Jeremy Pate, Director of Development Services: We have a strong policy of connectivity with our streets. We no longer allow dead end streets, cul-de-sacs, and gated communities. We have a strong policy of connecting streets in both neighborhoods and commercial properties. The reasons behind that are founded in distribution of traffic. The more points you can distribute traffic in an area it reduces congestion on any one road network. Staff is strongly supportive of connecting the streets. The Planning Commission voted 8-0 in support of the policy.

Debra Boddington, Ward 4 resident voiced her opinion and addressed her concerns about street connectivity due to neighborhood traffic.

Spouse of Debra Boddington stated he supports and echoes his wife's remarks. He stated if connectivity is the goal, then he would like the Council to consider improving Thomas Avenue

where it can be passable by two vehicles. He stated if safety for citizens is a concern then Thomas Avenue needs to be fixed.

Alderman Adams: When we vote to vacate streets, those items don't come to the Street Committee. It would be wonderful if we had a Street Committee meeting to consider this and hear from our City Engineer who does a fabulous job with our street planning.

City Attorney Kit Williams: Certainly if it's tabled, then the item can be referred to the Street Committee.

Alderman Petty: Thank you for your suggestion. At the start of this I was against the amendment and now I am waffling. The points that have made about pedestrian safety are especially salient. I can't say that I am in complete support of the amendment yet. I would like the opportunity to try and find some middle way to some of these pedestrian improvements that have been mentioned. Also, perhaps keeping the north-south alignment from being too perfect which is a conversation with the Transportation Committee. I defer to the Ward 4 aldermen on the issuing of tabling, but my preference would be to table it with the amendment not being voted on yet.

Alderman Kinion: I have been cutting through this neighborhood for the past 41 years. For those of us who are native to the area that are always looking for short cuts, this isn't an engineering puzzle, this is a neighborhood situation. To think we have 900 parking spaces that are going out onto Palmer where there is a crazy five way intersection. We need to seriously look at the topography here as well as the narrowness of the streets. Hotz is a precarious street going into the neighborhood. There can be improvements the topography is interesting on how you would improve it. It is not an engineering puzzle. I think it valid to discuss this from a neighborhood point of view. I support this amendment and want to hear more input on it. I believe it is fine to go in front of another committee and to table it. He stated it is a real concern because there are 900 vehicles.

Mike Johnson, Ward 2 and Associate Vice Chancellor for Facilities at the University: I am an engineer and I look at engineering solutions. There are not 900 cars going out through the neighborhood and there won't be 900 cars. The net of what is going on is about 600 to 700 cars. As we build this we are trying to create connectivity and to have vehicles flow in different directions so all 900 don't go in any one direction, let alone Hotz. We are putting sidewalks on all these street links on both sides. We need a multitude of streets where people can spread the 900 cars. Rather than trying to design by ordinance and amendment, let the Planning Department work with us. Whatever we do on the north side of the parking lot, the city needs to deal with improvements on Thomas Avenue. The roads should not be designed for five or six football games a year.

Mr. Johnson discussed the traffic flow, the intersections and the sidewalks in this area.

Alderman Petty: You would like us to table this to have an opportunity to address the entrance on the north side?

Mike Johnson: No. What I am suggesting is that we move forward and allow the Planning group for the city to work with us. We have all heard the concerns and issues and see what we can do to properly direct traffic.

Alderman Long: If those spaces turn over every day we could be looking at 1,400 to 2,100 cars filtering into the neighborhoods every day.

Mike Johnson: No sir.

Alderman Long: Being an experienced person that lives in this area, I have to say that I don't agree with you that the traffic is going to go to Razorback if we have this entrance. If we move forward and pass this tonight, we don't have any control at this government level and we wouldn't have a say so after this. I would be fine tabling it, removing the amendment and sending it to the Transportation Committee. I would like this governing body to have a say in this and we don't have that say if we move forward right now.

Alderman Petty: Can you characterize the impacts this would have on your project if we were to table it.

Mike Johnson: In my ten years, we have made it work and try to work with everybody. We don't always agree, but we normally come up with a solution that reaches a consensus. If we want to go back to Transportation Committee, we can go back and work with it. I think there are some ways to force traffic to go to Razorback, but still allow an entry going south so that people can both get into the parking. People are going to want to go the signals so they can merge into traffic. I am committed to trying to make traffic to go to Razorback, because that is where it needs to go.

Alderman Petty: To follow up on that with the attorney. You mentioned earlier that we were entitled to impose conditions on the vacation if they were relevant. Would imposing conditions for restricted turning movements be considered relevant?

City Attorney Kit Williams: It is your call whether it is relevant. I would be happy to try to defend you if someone challenged the discretion of the City Council in determining that was in fact a necessary condition in order to protect the health and safety of citizens.

Alderman Petty: Thank you. Based on what we have heard tonight, my preference would be to impose a condition of restricted turning movements so that nobody could exit on the north intersection. They would only be able to turn right and also only be able to turn in left there.

Mayor Jordan: What we have before us now is an amendment to close the north entry way.

Alderman Marsh: I would like to see us table it without the amendment. I don't feel like I can support the amendment at this time, not to say I couldn't in the future. I appreciate the concerns about trying to direct the exit traffic out to Razorback, but that doesn't do anything about the entrance traffic. I would like to see drawings that showed the proposed configuration next to the proposed Razorback Road improvements so that we could see the long term.

Mike Johnson: Those designs aren't completely done with the AHTD, nor is our parking lot design completely finished.

Alderman Marsh: You were saying that you had turn lanes planned and signal warrants. I would like to see that information because it is relevant to this decision and I don't feel comfortable just trusting the University and the Planning staff in turning over the Council's ability to weigh in on this decision at this point.

Mike Johnson: The University has nothing to do with the design of Razorback Road. It's done to AHTD and Federal standards.

Mayor Jordan: Let's go back to the amendment. If the amendment fails that does not mean the City Council can't table this and discuss this further. You don't have to pass it tonight. We do have to decide on this amendment or pull the amendment. The University has already said that they are willing to go back and look at this again.

Don Marr, Chief of Staff: In a point of order, anyone can make a motion to table and it is the overriding motion regardless of what amendment is on the table.

Mayor Jordan: That is true.

Alderman Adams moved to table the ordinance to the January 21, 2014. Alderman Long seconded the motion.

A discussion followed about the amendment and tabling of the item.

Upon roll call the motion to table failed 3-5. Alderman Marsh, Adams, and Long voting yes. Alderman Kinion, Petty, Tennant, Schoppmeyer, and Gray voting no.

After discussing the previous amendment of no outlet on the north side onto Hotz Drive the motion to amend was withdrawn.

Alderman Petty: The motion I have is in regards to the northern ingress-egress. The motion is to restrict exiting turning movements to right turning movements only and turning movements into the parking lot to left turning movements only. It would have the effect of restricting traffic from the west.

Alderman Petty moved to amend the ordinance to restrict exiting turning movements to right turning movements only and turning movements into the parking lot to left turning movements only. Alderman Long seconded the motion. There was no vote on the motion.

Jay Young: My comment would be on the left entrance only. This would be a very awkward movement and I ask you to reconsider. Let your amendment be for the right turning movements as the exit to go to Razorback only and not restricted to left turn into this roadway.

Alderman Petty: I am not going to adjust my motion. Those who live in the neighborhood can use the street to the west to access the signal on Razorback. I don't see that as cause for concern.

Alderman Long: It will teach people that are trying to cut through the neighborhood to get into that parking lot off of Hotz, that it is not an entrance they can use. This is what we desire to achieve tonight.

Jay Young: As Mr. Kinion knows, he has been cutting through there for a long time. Whether you have an entrance on Hotz or not, people are still going to cut through. What it does is limit the ability of the turning movement on Hotz, which I understand is the intent of the amendment. The restricting to a left turn off the westbound traffic is an awkward movement from an engineering perspective.

Alderman Kinion: The more stoplights you put on Razorback the more I am going to cut through the neighborhood.

Alderman Marsh: We have serious pedestrian safety concerns in this neighborhood, especially along north Thomas Avenue. I noticed there is another University parking lot with entrances and exits along north Thomas Avenue. I would like to see this sent to the Street Committee and look for opportunities for some cost sharing with the University to make sure their students have a safe route to and from school through these parking lots.

Alderman Adams: I agree. I don't know if it is appropriate for us to ask for input from our own City. I would like for this to be a win/win for the University and for the City. I do trust the University. Mike has done what he said he would do on everything, but we need something in writing that we can all look at. We need to have some drawings and input from our own engineer. If there is no rush, what is wrong with tabling this?

City Attorney Kit Williams: My only caution to the City Council is to make sure that everything works together as you wish. I would like to ask our City Engineer about how we would allow left turns and not allow any right turns. What kind of construction would you have to do on Hotz Drive?

Chris Brown, City Engineer: We would have to restrict access somehow on Hotz. It is a challenge and something we would really have to look at. If you allow left turns, then the right turns follow in line. I don't have a good solution right now.

City Attorney Kit Williams: I think it would serve us to go to the Transportation Committee and meet with the engineers and try to get a good exhibit in more detail. I would like more input from the City Engineer as well as the University Engineer to see how what you want can be accomplished.

Mike Johnson: The University would like to request that this go back to the Transportation Committee so that we can meet with Planning, engineers and representatives from the Council.

Debra Boddington stated due to the complication of the issue she would like to get a better visual, more information and input from experts for the project.

David, Spouse of Debra Boddington voiced his opinion about entrances, exits and traffic flows.

Aubrey Shepherd voiced his opinion about maps for the project.

Alderman Adams moved to table the ordinance to the January 21, 2014 City Council meeting. Alderman Long seconded the motion. Upon roll call the motion passed unanimously.

This ordinance was left on the Third Reading and Tabled to the January 21, 2014 City Council meeting.

Amend Chapter 178: An ordinance to repeal §178.03 Sidewalk Vendors and enact a replacement §178.03 Sidewalk Vendors and Food Trucks and to repeal §178.04 Outdoor Mobile Vendors Located on Private Property and enact a replacement §178.04 Outdoor Mobile Vendors Located on Private Property. ***This ordinance was left on the First Reading at the November 19, 2013 City Council meeting and tabled to the December 17, 2013 City Council meeting.***

Alderman Marsh moved to table the ordinance to the January 21, 2014. Alderman Petty seconded the motion. Upon roll call the motion passed unanimously.

This ordinance was left on the First Reading and Tabled to the January 21, 2014 City Council meeting.

ADM 13-4450 (Pratt Place Inn): An ordinance amending a Commercial Planned Zoning District entitled C-PZD 05-1670 Pratt Place Inn, to revise the hours of operation as listed in Section 1. ***This ordinance was left on the First Reading at the November 19, 2013 City Council meeting. This ordinance was left on the Second Reading at the December 3, 2013 City Council meeting.***

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

City Attorney Kit Williams read the ordinance.

Julian Archer, 2115 West Markham Road: I want to thank the Planning staff for their work and recommendation to modify the PZD which I hope you will enact this evening. The measure they propose is an appropriate and necessary one. I would like you to consider two things in the proposal that has been submitted to you from the Planning Division. Amend it to remove the two year trial period. We have a trial record already and never has there been an incident that we were shut down by the police. There has never been an arrest or noise violation. I would like you to consider going for an amendment that will allow for ten events a year pre authorized, pre notified to the Planning

Department and the Police Department to go until 2 a.m. I would like to suggest that there be at least two off duty police officers present, either Fayetteville Police Officers or University Police Officers.

Mayor Jordan: You want me to just assign two police officers to your event?

Julian Archer: They have to be paid.

Mayor Jordan: Sure and the city would be paying them?

Julian Archer: No, the people who have the event will pay or we will pay.

Mayor Jordan: That will be something you will have to work out with the off duty police officers.

Julian Archer: If you can't get police officers then we can't have it. Your amendment, I hope would say that we will allow you going until 2 a.m. if you give us one week notice and if you have two off duty police officers at your event.

Mayor Jordan: I want to be clear. I am not going to assign two police officers.

Julian Archer: No, I understand that. They would be hired by us to be present there. We would pay for the officers.

Alderman Long: You are bringing this forward because you said there are some hardships being placed on your business due to the hours of operations and is effecting your business model. Do you think that what you are asking for will fix your business model or do you think you will be asking for more changes in the future?

Julian Archer: This is just one aspect of an improvement. We are being reviewed right now by a very prestigious guide and hope to get in that guide. There are a lot of other places that people have as a choice which do not have the same time constraints. This is sending business away from Fayetteville.

Alderman Long: Last year you requested a lot split off of the PZD and that did pass the Council. I would never had voted for that. I don't believe the PZD should be physically modified after it was created because it was created as a buffer. Will you be requesting anymore modifications to the PZD physically?

Julian Archer: I would hope not. This procedure is challenging and I have no desire to put anything before you.

Alderman Long: Have you had any months where you have had over four events?

Julian Archer: That question is not on the agenda. That is not part of the request that I made to the Planning Department and that is not in their report at all.

Alderman Long: I know and that is why I am asking it.

Julian Archer: It is very hard to persuade someone to get married in January or February.

Alderman Long: It's just something we hadn't talked about and we met several times.

Julian Archer: There are certain times of the year that are more popular than others.

Alderman Long: So yes, there are months when you have over four events?

Julian Archer: There are times. When there is a much greater demand.

Alderman Long: If not modified and the business model is not able to adapt, is there a chance that Pratt Place would no longer exist and the land would have to be subdivided or sold?

Julian Archer: We have put every last penny of our resources into this. There is nothing left and no reserve. If it doesn't make a go of it, then the bank will take the property and put it up for auction.

Tom Overby, 1855 West Pratt: I do appreciate Mr. Archer's honest answer that they have had more than four events. The 2005 PZD which he negotiated with you and neighbors said that there would be four events per month. He has violated that and tried to hide it.

Pratt Place Inn is a very nice place and I would like to see it be successful. It is a commercial enterprise in a neighborhood. There were terms discussed, negotiated and worked out because it is in a neighborhood. The cut off of 10:00 p.m. is the reason why you haven't had as many complaints about noise. If you start having them until midnight and 2 a.m., I think the noise complaints will go up. After an event it is not a good place for extra traffic through the neighborhood.

Aubrey Shepherd voiced his opinion about land being subdivided and the topography.

Lynn Wade, 100 North Sang Avenue: I was impressed this evening with the road discussion about the streets. I think you can clearly see that the conditions that were placed by negotiation are greatly driven by safety issue. We ask that you leave the C-PZD unchanged.

William Feldman, 16 North Sang: The noise problem is partially been resolved of the fact that the regulations of the PZD have not regularly followed. Even though they have not always been regularly followed, they have allowed some protection and I would hate to see that protection lost for the neighborhood. The idea of the PZD, we consider it to be something that would last for a while and now several years later it is suddenly being changed and we are forced to confront this change. I ask that you maintain the PZD as it stands and help protect our neighborhood.

Fran Alexander read the August 31, 2005 City Council Agenda memo for historical purposes. She also referred to the September 20, 2005 City Council meeting on rezoning. Ms. Alexander stated the neighbors were not notified of the midnight hour request by the applicant and believes it is a flaw with city policy. She read the conditions of approval for 2005. She stated that last year

the conditions of approval were not binding anymore when the Council voted to allow a piece of the property to be taken out for subdivision rezoning. She also stated it's not binding anymore because of the hours.

Alderman Adams: This is a sad situation for me. Mr. Archer has visited with me several times and I am not going to be able to support this. I appreciate you visiting with me. Every time I have voted on a zoning issue, the first thing I look at is what the neighborhood wants. When I take a tally of this, every person who has written to me doesn't want it. No one has written for this and asked me to support it except the applicant.

Many of you know who were on the Council a couple years ago, I kind of took a black eye by introducing an amendment that we supported and we voted for. I will support citizens to introduce their idea for change or for what they would like to do with their property, but the power is behind what the people in the neighborhood want. If we can make our decision based on that, then the PZD process has some teeth in it. This is just nicking away at it. I did not vote two years ago for the change that the Council did approve because I did believe that the buffer zones were part of that negotiation of 2005 and I wasn't willing to vote to give up the buffer zones. The buffer zones are not just the land, they include the hours of operation and the number of events that occur. People in my neighborhood want Pratt Place to succeed and appreciates what you have done. They have respect for the process of a PZD. The people's government said this is what you get to do.

Alderman Long: I have heard from people who do support this and people who don't support this that live in the neighborhood. I think a lot of people realize that the Pratt Place Inn does improve their property value and so people want it to succeed. Neighbors don't want it to become another housing development if it doesn't succeed. I think there could be a compromise that we could reach. PZD's have to be modified occasionally to fit the need of the community because that is what a PZD is. One reason I don't like PZD's is because we have to set them apart as different.

I am going to offer an amendment that would change the hours from Monday through Saturday from 7:00 a.m. to 11:00 p.m. and Sunday from 7:00 a.m. to 10:00 p.m. I'm not going to offer an amendment on the number of events that can be held until 1:00 a.m. in the morning. To do that I think much more public input would be needed and we haven't had that.

Alderman Long moved to amend the hours of operation to Monday through Sunday from 7:00 a.m. to 11:00 p.m. and Sunday from 7:00 a.m. to 10:00 p.m. Alderman Schoppmeyer seconded the motion.

Alderman Long revised his amendment to state Sunday through Thursday from 7:00 a.m. to 11:00 p.m. and Friday and Saturday from 7:00 a.m. to midnight.

Alderman Gray: Jeremy, did the original PZD limit the number of events per month?

Jeremy Pate, Director of Development Services: It did. Originally I think there were 16 conditions of approval recommended by staff when this came before the Council. Through a series of neighborhood meetings there were agreed upon I think nine or ten extra conditions of approval to staffs original conditions. Two separate conditions were, the hours of operation which we are

discussing tonight and a different condition of approval that limited it to four events per month. That was a separate condition of approval. I think that was what Mr. Archer was trying to say earlier is that it is a separate condition and he is not requesting to amend that currently.

Alderman Gray: Have we ever had a complaint from the neighborhood about more events than four a month?

Jeremy Pate: We have never had a complaint. We had an inquiry recently as part of this discussion. A neighbor submitted an inquiry about how many events per month and if we have that on record. We don't keep those kinds of records. We sent a letter to Mr. Archer asking what the events were and we have not received a response.

Alderman Gray: I think Alderman Long made several excellent points. I think it does improve the value of your property. I think to have that property sold and subdivided, which it probably will if Pratt Place fails, you are then talking about traffic problems. We hear a lot about unintended consequences. I hope the neighborhood will think hard because you may get some unintended consequences. Pratt Place Inn & Barn is a truly exceptional asset to our community. Please look for some modifications to help it be successful. We never allow ourselves to have our hands tied that something can't be modified. We can listen to concerns, new ideas and suggestions. I hope we will think very seriously about what we are doing tonight. It could be quite tragic.

Alderman Marsh: When it says operating hours 7:00 a.m. to 10:00 p.m., does that mean the event ends at 10:00 p.m. or does that mean staff needs to be gone by 10:00 p.m.?

Jeremy Pate: It is not specific in the condition. We generally mean the event has ended so often times you will see people packing up or setting up before those hours. This is the hours of operation for those type of events.

Alderman Marsh: There would still be people leaving after 10:00 p.m. There is still noise and activity after 10:00 p.m. probably as late as 11:00 p.m. anyway. This gives me a lot of concern. You can tolerate a lot if you know it is going to stop at 10:00 p.m. When you have an 8:00 a.m. to 5:00 p.m. job and you have to get up in the morning, that extra hour of sleep has a lot of value. I appreciate Alderman Long's attempt to find a solution. I think I would be more apt to support something that kept the original hours of operation and then offered the 12 event permits to go till midnight or something in the way of that.

Alderman Long: Jeremy, how far are the neighbors away. One neighbor said they are about four football fields away and they said they could abide by whatever we decided. That is a pretty far distance.

Jeremy Pate: I may have to guess. Mr. Archer may know this because I think he has measured it before. I think several hundred feet is the closest neighbor. The property is surrounded, part of the PZD with 72 acres and part of the consideration by the Council at the time to allow for commercial activities is that the majority of that is tree preservation and green space. No further development can happen on the rest of the 72 acres. There are residences within the area and considered part of the neighborhood.

Alderman Long: I wanted to point that out because Sarah had asked about noise. I wanted to make sure you knew these weren't very close in proximity.

Alderman Marsh: I looked at the Google map and it appears the nearest residence is about 500 feet to 600 feet from the Barn.

A discussion continued about the distances from neighbors to Pratt Place Inn.

Julian Archer: I appreciate your effort to create a compromise, but the compromised proposal is a proposal for disaster. People who are having an event do not want the event to end at 11:00 p.m. on a Friday or Saturday. There is not much demand for events on Monday through Thursday, except for charity events.

Mr. Archer stated that it is a small minority of people from the neighborhood that are speaking negatively and they were the ones who opposed the Inn from the beginning in 2005.

Mayor Jordan: You don't care for the amendment?

Julian Archer: No, I do not.

Alderman Long: I apologize. I misstated what I meant. I meant to say Sunday through Thursday from 7:00 a.m. to 11:00 p.m. and Friday and Saturday night from 7:00 a.m. to midnight. I didn't meant to take away something you were already allowed to have.

Alderman Marsh stated a suggested alternate amendment. Alderman Long stated he did not think the neighbors would be comfortable with the suggested amendment.

Alderman Gray: What was staff recommendation?

Jeremy Pate: We recommended to maintain the Sunday hours 7:00 a.m. to 10:00 p.m. and then extending Monday through Saturday to midnight.

Alderman Gray: I like that.

Mayor Jordan stated he would like Mr. Archer to speak about the new amendment.

Julian Archer: It is an improvement. I prefer the staff recommendation.

Tom Overby spoke in opposition of the proposed amendment.

William Feldman stated he preferred the amendment to the original proposal of midnight. On the other hand I prefer the original PZD.

Lynn Wade spoke in opposition of the proposed amendment.

Aubrey Shepherd stated that Alderman Long's proposed amendment was equitable and fair.

Mayor Jordan: The amendment before us is Sunday through Thursday from 7:00 a.m. to 11:00 p.m. and Friday and Saturday from 7:00 a.m. to midnight.

Alderman Gray: I appreciate the staff research and they feel like that is what the competition is doing. If we are wanting to save this business and make it viable for our city with this historic preservation of Pratt Place Inn, then we should value what our staff has come up with and look at those hours which will help Pratt Place Inn.

Upon roll call the motion failed 4-4. Alderman Kinion, Petty, Schoppmeyer and Long voting yes. Alderman Marsh, Tennant, Adams and Gray voting no.

Alderman Gray moved to remove the two year waiting period. There was no second to the motion.

Jeremy Pate gave a brief description of the current proposal to change hours of operation to Monday through Saturday from 7:00 a.m. to midnight and from 7:00 a.m. to 10:00 p.m. on Sunday. There would be a maximum of one event on New Year's Eve allowed until 1:00 a.m. These new hours are granted for a trial period of two years from the date of City Council approval. One year from the date of approval City Council shall review any valid complaints and or violations and determine if the new operated hours should be extended beyond that two year period.

Alderman Gray: Are the ten events till 2:00 a.m. in there?

Mayor Jordan: Nobody sponsored that.

Alderman Gray: That is not part of the original ordinance?

Mayor Jordan: No.

Alderman Marsh moved to amend the hours of operation to Sunday through Wednesday from 7:00 a.m. to 10:00 p.m. and Thursday through Saturday to 7:00 a.m. to midnight. Alderman Petty seconded the motion.

A discussion followed about the proposed amendment.

Aubrey Shepherd stated it was a good amendment.

Julian Archer spoke in opposition of the new proposed amendment that Alderman Marsh made. He prefers the original proposal that the Planning Department recommended.

Alderman Gray: There is one significant fact that I would like to stress. We are talking about four events a month. I keep hearing about the noise level, but the original PZD is four times a month. There has never been a complaint that there is more than four times a month.

Tom Overby: We don't know how many events he has had because we have no way in the neighborhood to monitor this. We felt like he was having more and we requested an account only for 2013 and nothing was forthcoming. Please amend to have quarterly reporting of number of events.

A discussion followed about noise complaints, traffic and the number of events.

William Feldman stated he has been disturbed by the noise more than four times a month. He stated the measurements of the noise are difficult which is why the restriction on the hours offer some protection.

Alderman Adams: I did go to Jason about what we might do to lower, as an idea of compromise, the decibel level for the events until midnight and the legal response to that was decibel levels don't really hold up in court cases.

City Attorney Kit Williams: I wouldn't say that. We have in fact successfully prosecuted people for noise violations. Part of our noise ordinance says that after a certain period of time you can't have audible noise at your own property line. That was done for the Dickson Street area knowing that just because it's not in violation of noise ordinance, it doesn't mean you can't hear it and it won't keep you awake. It is just at a low enough level that we aren't going to make it criminal.

A discussion continued about the noise ordinance.

Alderman Tennant: Is this amendment only changing one night for one hour?

Mayor Jordan: What I remember from the staff is Monday through Saturday until midnight and Sunday until 10:00 p.m.

Alderman Tennant: The compromise is only Thursday?

Alderman Marsh: No. What it is doing is keeping that 7:00 a.m. to 10:00 p.m. on Sunday through Wednesday. We are protecting them that Sunday through Wednesday. It is three nights.

A discussion followed about the procedure after the amendment is voted on.

Upon roll call the motion passed 6-2. Alderman Marsh, Kinion, Petty, Tennant, Schoppmeyer and Long voting yes. Alderman Adams and Gray voting no.

Alderman Long: You can't please everyone, but I feel like this a good compromise. I will support this. I hope that during the trial period that it has worked well. If it doesn't I will try to change it back.

Alderman Gray: You are supporting the new hours into this ordinance?

Alderman Long: As amended.

Jeremy Pate: Mr. Mayor, do you want to clarify? It says one year from the approval date and if we don't have a Council meeting on December 17th, it is going to be a year from now.

Alderman Adams moved to have quarterly reports filed by the business. Alderman Long seconded the motion.

Alderman Marsh: Would that reporting requirement expire at the end of the probationary period?

Don Marr, Chief of Staff: If you are going to require reporting quarterly, we would ask that you request the coming 90 day period of events so you can see the number of events scheduled. This would give you the ability to know a problem before it arises.

Alderman Long: How about the reporting is both.

Don Marr. That is fine.

Alderman Schoppmeyer: I can't support that reporting requirement. I think it will be burdensome and a catalyst for complaining. It is interesting that the people who are bothered by the noise can't tell us how many times events happen a month. There is a lot of dissention and I am sorry to see that because neighbors should get along. Pratt Place is a wonderful establishment.

Julian Archer spoke in opposition of the reporting of quarterly reports.

Fran Alexander stated if there is a reporting on events there should be one central location for all of this.

Tom Overby spoke in favor of the quarterly reporting.

Alderman Petty: What is the penalty if this is violated?

City Attorney Kit Williams: This is a zoning ordinance and any violation can be prosecuted. We haven't prosecuted very many in the last dozen years. We have had to prosecute some. It is a violation and not a giant fine and no possible jail sentence.

Alderman Long: To add one thing for reporting purposes. When it does come back to us one year for review we will have something to look at to evaluate. Would you be interested in that Alderman Petty?

Alderman Petty: I agree with Alderman Schoppmeyer on this.

Alderman Tennant: How will this reporting take place?

Don Marr: We don't know because this will be the first time.

Alderman Tennant: That leads me to not like the idea. I think what Alderman Schoppmeyer said was a good point. It does add a burden to our city staff. I don't think we would get anything concrete out of it.

Don Marr: There is one entity that we get event information from. It is the Walton Arts Center. They provide us an event for event parking scheduling of upcoming events. We don't have any method of back reporting. We get a report from them going into each quarter of the scheduled events.

Alderman Adams: Our Planning Department recommended a two year period that we have not removed. If we are going to look at this in two years then we should have something in place to look at.

A discussion followed about the way a quarterly report would be furnished to the city.

Upon roll call the motion failed 2-6. Alderman Adams and Long voting yes. Alderman Marsh, Kinion, Petty, Tennant, Schoppmeyer, and Gray voting no.

Julian Archer voiced his opinion and is in favor of the original proposed ordinance.

Mayor Jordan: Mr. Archer, keep in mind the Council has made a decision and they passed an amendment for the hours. The original hours are gone.

Alderman Tennant: I looked at the archives from 2005. I learned a lot and this was not a long time ago. While I understand things do change and PZD's should sometimes be changed, in this particular case I want to protect the integrity of the process that happened. The process was a long and well thought out compromise between a neighborhood and a business. I don't like changing things in the spirit of saving any one business. There are times when you should do everything as a city to create a successful environment, but I think it has already happened.

Mayor Jordan: I was on the Council in 2005. That area was zoned to put about 300 hundred houses up on that hilltop and all the traffic that went with it. I met with the neighbors and we told them that that this would be better for them and we gave them our word that if we passed this, we would keep our word. I remember that. When Fran said it was binding, she was right. We gave our word at that time that we wouldn't change and that is why I didn't support the amendment that came in here about a year or so ago.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance failed 0-8. Alderman Marsh, Kinion, Petty, Tennant, Schoppmeyer, Adams, Long and Gray voting no.

This ordinance failed.

New Business:

Bid #13-56 APAC-Central, Inc.: A resolution awarding Bid #13-56 and approving a contract with APAC-Central, Inc. in the amount of $4,587,250.02 for construction of Van Asche Drive, approving a ten percent (10%) project contingency, and approving a budget adjustment.

Chris Brown, City Engineer gave a brief description of the resolution. The Transportation Committee and staff are recommending approval.

Alderman Marsh: Are there going to be trees in that green space?

Chris Brown: We did not bid those in the project. That is something we do want to talk about, both trees and street lighting. Sometimes that is left for development, but other times we can include that in the project. That is a discussion item we need to have.

Mayor Jordan: I am very open to that, but we need the money.

Alderman Marsh: It is important to have a buffer between the high speed roadway and pedestrians.

Alderman Tennant: The fact that it is going to be the first part of the city that people see and trees would be great. I hope we look at all options and everyone helps to make it something we can be proud of.

Aubrey Shepherd voiced his opinion about wildflowers and trees.

Mayor Jordan stated this had been worked on a long time. He thanked the former Council and Street Committee for all their efforts.

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

Resolution 259-13 as recorded in the office of the City Clerk

VAC 13-4533 (2732 & 2734 Wildwood/Legacy): An ordinance approving VAC 13-4533 submitted by Bates and Associates for property located at 2732 and 2734 Wildwood to vacate a utility and drainage easement.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff and Transportation Committee is recommending approval as well as the Planning Commission with a vote of 8-0.

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

City Attorney Kit Williams read the ordinance.

Aubrey Shepherd stated that without an aerial photo with the topography, the Council is not seeing much unless they have been there and looked at it.

Alderman Tennant moved to suspend the rules and go to the third and final reading. Alderman Schoppmeyer seconded the motion. Upon roll call the motion passed 6-0. Alderman Adams and Gray were absent during the vote.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5643 as recorded in the office of the City Clerk

RZN 13-4538 (Razorback Road/Victory Commons): An ordinance rezoning that property described in rezoning petition RZN 13-4538, for approximately 5.09 acres, located at 731 S Razorback Road from I-1, Heavy Commercial and Light Industrial, to UT, Urban Thoroughfare.

City Attorney Kit Williams read the ordinance.

Jeremy Pate: The applicant requested this item to be left on the first reading.

This ordinance was left on the First Reading.

Solid Waste Services: A resolution to develop a Request For Qualifications or Proposals for the planning of a 10-year expansion of solid waste services to attain a diversion rate of 80% and to delay the scheduled rate study of solid waste services until its completion and adoption or rejection.

Alderman Petty: Citizens have requested we expand our recycling services. If we want to make changes in the next few years it would be prudent that we have a plan in place before we conduct a rate study. The items in here are just suggestions to the administration. I would like to address why the 80% is in there. There is no analysis that gets us to 80%. I would like to make a statement that communicates to the firm we hire that we want to see a plan that is aggressive. A plan that shows us their conclusion if that number can't be achieved, then they tell us why and what we can achieve. I want something meaningful if we are going to do this.

Alderman Petty gave a Seattle example as one of the best in class Solid Waste Divisions in the country and stated their goals.

Alderman Marsh: I think this is fantastic. I like that you used the Seattle example. Their waste system worked much easier from a resident standpoint than what we have here currently. I think 80% is a fantastic place to aim for.

Alderman Tennant: I agree that ease of use is part of the way you can help this. Technology plays a big part and it seems like some of the technology is not there yet to make the return on the investments for some cities possible. Would your intent be to include that in some sort of consultants roadmap of what might be coming in their decision making? Do you think it is more technology driven or is it ease of use?

Alderman Petty: I think it is a combination. I hope we hire somebody competent enough to answer those questions for us. A comprehensive waste reduction education program is number one, regardless of the technology. We have to face the facts that technology improvements are going to be necessary. Maybe the technology isn't there to hit these targets with multi-family. If we are going to set a goal like this, we are not just talking about multi-family anymore. We either don't have the expertise or we don't have the leftover capacity to be able to make these determinations in house. The Solid Waste Division right now has a cash reserve of a little more than four million dollars. We haven't raised the rates in once or twice in the last twenty years. The opportunity to talk about these things is now.

Alderman Kinion: This did go to the Water, Sewer and Solid Waste Committee. There was not a lot of discussion on it, but it was recommended to move forward to the City Council.

Don Marr: As staff we are supportive at identifying expertise in this area and having them help us identify a system. We are extremely proud of the Solid Waste Division and the advancements that we have made. We have to remember that when we are asking people to completely redesign a system or to expand services in an area we have never offered, people are already fulfilling services in 40 hour work weeks. We don't have time to stop, because this is a service that has to be provided everyday of every week of every year. To tell people we would like them go study and develop systems, best in class and travel around the country is something we don't have the capacity to do.

There is a very high standard at the City of Fayetteville for the advancement of recycling. The city has challenges just like the benchmark cities that had been spoken about. If we are going to make process changes then we need to make them before we start investments in capital equipment of that value. The rate study is a five year study of what the cost is to deliver a service and you do not want to change the process in the middle of it. We are supportive of it, but we have concerns as a division. Little Rock lost a million dollars and the city was challenged with how to make it a more feasible operation. We don't want to add an operation that loses money. We like the language of the feasibility of assessing these items before we design a system to automatically do it and then bring the study back to you to make the decision on what it is we are going to do.

Alderman Kinion: We might need to improve the language. We need to see is if it is feasible, what is the cost, and the return on the investment. We are looking at the possibility of subsiding services for recycling. 80% is an aggressive goal and way beyond what anyone would imagine

with the current technology, markets and affordability. As we move forward we need to look at this as a feasibility study and the cost associated with this with the current situation.

Alderman Marsh: Under section three where it says the feasibility analyst, could we add feasibility and cost benefit analysis?

Alderman Kinion: That is more in line of what I would like to see. If we can't afford it then it doesn't mean anything anyway.

A discussion followed about the feasibility and a cost benefit analysis.

Alderman Marsh moved to amend the ordinance to add feasibility and cost benefit analysis. Alderman Kinion seconded the motion.

Aubrey Shepherd stated the amendment was great.

Brian Pugh, Waste Reduction Coordinator: I want to thank you for bringing this forward. My job is trying to get people to recycle more and this gets us on that path. We have to make sure when we are looking at all these materials we have markets for this to go to. We can recycle as much as we can possibly recycle, but if there are no markets for this to go to then it is hard to acknowledge the cost to do it. I do support it and if Council wishes we will implement it.

Upon roll call the motion to amend passed unanimously.

Alderman Kinion: As we move forward it is the intent to study the feasibility.

Alderman Gray: Do we have any idea of what the study will cost?

Mayor Jordan: I do not. Does anyone know?

Alderman Kinion: My hope is it will save on the backend as we go forward with rate study.

Aubrey Shepherd voiced his opinion about recycling.

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

Resolution 260-13 as recorded in the office of the City Clerk

<u>City Council Agenda Session Presentations:</u>

Animal Services Presentation – Justine Lentz, Animal Services Superintendent

City Council Tour: None

Announcements:

Don Marr: Today we received a resignation from our Director of Utilities. He runs our Water Sewer Operations as well as our Parking Operations. David Jurgens has accepted a position in Chesapeake, Virginia as Director of Utilities. He will be leaving the City of Fayetteville in early January. We are sad to see David go. He has a wealth of knowledge and a long tenured employee of the city. As Mayor Jordan has said it is never our intention to hold people back from their dreams or opportunities to make more money. We will be conducting a search to fill this position. It is an extremely important position. We are currently putting together some interim staffing plans. We wish him the best of luck and hate to see him go.

The Senior Giving Tree is December 19, 2013 at 10:00 a.m. at the Fayetteville Senior Center.

The city is giving away energy efficiency weatherization kits that are available for low and moderate income residents of the City of Fayetteville.

An Ordinance Review Committee meeting will be held on December 19, 2013 at 5:15 p.m. in room 219.

We want to remind citizens that Solid Waste rescheduled our Saturday facilities operations for the compost sight to be open this Saturday from 8:00 a.m. to noon since we were closed on the only other Saturday due to inclement weather.

City offices will be closed December 24, 2013 and December 25, 2013. Solid Waste services will run as normal on Monday and Tuesday. Wednesday service will be on Thursday and Thursday service will be on Friday.

A holiday celebration for staff, division and department heads will be Friday, 7:00 p.m. at 1621 North Starr Drive home of Council member Adella Gray.

We will have free parking on the 24th and 25th of December.

Alderman Adams: No Ward 4 meeting for the month of December.

Alderman Marsh: Thank you to our outgoing Environmental Action Committee members.

Mayor Jordan: I would like to thank the Council for a productive year. I wish this Council a happy and safe holiday season.

Adjournment: 10:20 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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

City of Fayetteville Arkansas
City Council Meeting Minutes
January 21, 2014

A meeting of the Fayetteville City Council was held on January 21, 2014 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Adella Gray, Sarah Marsh, Mark Kinion, Matthew Petty, Justin Tennant, Martin Schoppmeyer, Rhonda Adams, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

State of the City Address – Mayor Lioneld Jordan

Mayor Lioneld Jordan read the State of the City Address. A copy is attached.

City Attorney Kit Williams thanked the Mayor and City Council for all their hard work and leadership.

Presentation of the City of Fayetteville Martin Luther King Brotherhood Award - Presented by City Attorney Kit Williams

City Attorney Kit Williams: Since March 2001 it has been my honor and pleasure to select a City of Fayetteville employee to receive the Dr. Martin Luther King Jr. Brotherhood award. This year's honoree exemplifies Dr. Martin Luther King's spirit of equality and legacy of service. She has managed one of our most important community outreach facilities and has worked diligently and creatively to expand its services to even more of our citizens.

Mr. Williams presented the Dr. Martin Luther King Jr. Brotherhood award to Tenisha Gist, Director of the Yvonne Richardson Community Center.

Tenisha Gist, Director of the Yvonne Richardson Community Center thanked everyone and was honored to receive the award. She stated she had a lot of support and accepts the award for all those who believe in equality and trying to do what is right.

Mayor Jordan: Tenisha has done a tremendous job at the Yvonne Richardson Center. She has a great heart for people and an understanding for what their needs are. Congratulations and thank you for your service.

Agenda Additions: None

Consent:

Approval of the January 07, 2014 City Council meeting minutes.

Approved

Bid #13-59 NAFECO: A resolution to award Bid #13-59 and to approve the purchase of wildland fire gear backpacks from NAFECO in the amount of $22,319.64 and to approve a budget adjustment.

Resolution 19-14 as recorded in the office of the City Clerk

Bid #13-59 Emergency Vehicle Specialists: A resolution to award Bid #13-59 and to approve the purchase of wildland fire gear which includes helmets, goggles, gloves, shelters, coats and trousers from Emergency Vehicle Specialists in the amount of $115,190.86.

Resolution 20-14 as recorded in the office of the City Clerk

Gulf State Distributors: A resolution to approve the purchase of ammunition needed by the Fayetteville Police Department during 2014 from Gulf State Distributors in the amount of $50,770.35 pursuant to the State of Arkansas ammunition contract.

Resolution 21-14 as recorded in the office of the City Clerk

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

Unfinished Business:

VAC 13-4516 (Brenda Drive, Court and Walton Street/University of Arkansas): An ordinance to approve the University of Arkansas' petition to vacate Brenda Drive, Court Street, Walton Street and a thirty foot wide alley all within property owned by the University of Arkansas. ***This ordinance was left on the Second Reading at the November 19, 2013 City Council meeting. This was left on the Second Reading and Tabled to the December 17, 2013 City Council meeting. This ordinance was left on the Third Reading at the December 17, 2013 City Council meeting and Tabled to the January 21, 2014 City Council meeting.***

Mayor Jordan: This went to the Transportation Committee.

Alderman Petty: We voted on a recommendation as an unanimous vote to restrict access on the northern border of the property.

City Attorney Kit Williams: We would need to change one of the conditions for approval. It is my understanding that they do not want Condition #1 any longer. You do not want to have a document showing how you will design the lot.

Jay Young, Development Consultants: That is correct. The Exhibit that was in the packet was a conceptual site plan to show our idea of how this would come together. That Exhibit is no longer reflecting how that is going to be designed. If you are going to suggest an amendment that is going to restrict access to Hotz that would be the condition.

City Attorney Kit Williams: Does this meet your approval? There shall be no entrance or exit to Hotz from this parcel now or in the future without express City Council approval in the form of a resolution. Would that meet the requirements you would like?

Jay Young, Development Consultants: Yes.

City Attorney Kit Williams: Then I suggest you change Condition #1 to that condition.

Alderman Petty moved to amend the ordinance to state there shall be no entrance or exit to Hotz from this parcel now or in the future without express City Council approval in the form of a resolution. Alderman Adams seconded the motion.

David Boddington, Hotz Drive and Ward 4 resident stated we believe that the Transportation Committees recommendation to not allow any vehicle or bus to enter or exit on to Hotz from the north end of the proposed project is a wise and responsible recommendation. Tonight we urge you to listen to the recommendation of the Transportation Committee and to vote against any northern egress on to Hotz Drive.

City Attorney Kit Williams: I want to make sure that the Council understands that originally Planning had worked with the University and had come to an agreement for the construction dedication of two public streets as shown on Exhibit C. This new change would say the University does not have to build any public streets in this parking lot. I have one minor change

to what my suggestion was. I want to put there should be no motor vehicle entrance or exit, rather than no entrance or exit. Obviously, I don't think anybody here wants to restrict pedestrians. I want to give our Development Services Director an opportunity to weigh in with any comments he might have before City Council votes.

Jeremy Pate, Director of Development Services: We have stated our recommendation position on the record before. We made the recommendation for the connection to Hotz based on your policy of connectivity. We understand the circumstances surrounding each and every connection to any street are contact sensitive. We respect the Transportation Committees recommendation in this particular case, from our perspective we still support the connection. I think the pedestrian enhancement for a future trail and/or pedestrian connection there will certainly be positive and warranted. I think leaving it up to the City Council or a future City Council possibly to open this up to a Meadow Drive signal in the future could come back to you all as an item. We believe the neighborhood will want that in the future. We are not in the future, we are here today so we respect that decision.

Alderman Petty: Do we need to change the motion to reflect your new language?

City Attorney Kit Williams: This will be Condition of Approval #1. There shall be no motor vehicle entrance or exit to Hotz from this parcel now or in the future without express City Council approval in the form of a resolution.

After discussion the previous motion was changed to say there shall be no *motor vehicle* entrance or exit to Hotz from this parcel now or in the future without express City Council approval in the form of a resolution. Upon roll call the motion to amend passed unanimously.

Alderman Adams: This was a very good exercise between Town and Gown relationships. The University came to a Ward 4 meeting and listened to the residents. Thank you Mike and your team for doing that. You showed us that the University cares about our Town and Gown relationship. We listened to citizens on the street and that live in the neighborhood. Alderman Long and I both have had emails and input. I met with Jeremy and we talked about the future. We do think when Razorback Drive is made into a four lane there may come a day when we need to cross over to go north and we will be glad that we can get out of there from that neighborhood in different ways. Thank you Council for supporting what Alderman Long and I want to see done, that is to protect our neighborhood from more cars and encourage traffic to go to the main roads.

Alderman Tennant: This is a great example of compromise between a neighborhood that is feeling the effects of growth and a University that is dealing with the effects of growth. Thank you to the University.

Alderman Long: The University spent an incredible amount of time and I appreciate it. It shows that the University wanted to be a part of our neighborhood. I appreciate the Transportation Committee listening to all the concerns and the City Council being flexible.

Alderman Gray: I want to thank Mike Johnson and his team for his patience in letting us work through this. This particular option, that we bring forward tonight, might seem a little bit drastic, but at this particular time in this particular situation this is the best way to go for our neighborhood. It is a great example of us working together. I wanted to listen to Ward 4, especially Mrs. Adams who lives in the midst of these streets.

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

Ordinance 5652 as Recorded in the office of the City Clerk

Amend Chapter 178: An ordinance to repeal §178.03 Sidewalk Vendors and enact a replacement §178.03 Sidewalk Vendors and Food Trucks and to repeal §178.04 Outdoor Mobile Vendors Located on Private Property and enact a replacement §178.04 Outdoor Mobile Vendors Located on Private Property. ***This ordinance was left on the First Reading at the November 19, 2013 City Council meeting and tabled to the December 17, 2013 City Council meeting. This ordinance was left on the First Reading at the December 17, 2013 City Council meeting and Tabled to the January 21, 2014 City Council meeting.***

Jeremy Pate, Director of Development Services: We would like to table this item. It is going to the February 5, 2014 Ordinance Review Committee meeting. We request this be tabled to February 18, 2014.

Alderman Petty: I think we should table it, but we have a couple of members in the audience tonight who would like to address the full Council.

Suzanne Clark, Fayetteville Resident and Lawyer for the Yacht Club: The Yacht Club is located at 617 North College. As the ordinance is currently drafted, this ordinance will put the Yacht Club out of business. There are three things I would like for you to consider in terms of how it is drafted. First, the requirement that these permits be granted to both mobile vendor and the property owner jointly be decoupled. Also, to ensure that the language imposing obligations on the property owner are reasonable based on the use of the property. Finally, consider whether or not it is appropriate to include language regarding the American with Disabilities Act in this particular section of code.

Imposing obligations on the property owner as that section of the ordinance reads it is exceptionally broad and allows the Planning Commission as a condition of granting a permit to a mobile vendor to impose requirements for permanent or semi-permanent improvements on the property owner that may include sidewalk improvements, permanent bathrooms, and landscaping. At the whim of what the Planning Commission may decide to impose, it opens the door to any manner of obligation that will put the Yacht Club out of business. At the December 9, 2013 Planning Commission meeting there was discussion about what obligations potentially should be imposed specifically on the Yacht Club. A vacant lot with temporary structures is not the same as a large scale development. There has been a lot of discussion about that particular

issue and there are some Commissioners on the Planning Commission who believe they should be treated identically.

Alderman Petty: I agree with everything you said. Some of the things that the Planning Commission has required, that I actually think are okay, are temporary landscaping improvements. Do you think that crosses the line?

Suzanne Clark: Not at all. In fact, Ms. Morris did temporary landscaping entirely voluntarily. This is something she wanted to do to spruce up the property.

Alderman Petty: I was at the Planning Commission meeting where we discussed the ordinance. In talking with other Commissioners, I know that some of them think that vendors at the Yacht Club are practically permanent. They don't move every night like a food truck might. Can you explain why we should consider them strictly temporary?

Suzanne Clark: When you can hitch a trailer up to it and move it off and it is no longer an operational business there, it is temporary. It is not a brick and mortar business. It is not something the owner has invested in as a permanent operation. It can be moved off sight in a day.

Alderman Adams: In your research, is there any other time that we drive up and down College and say we need you to improve your property? Do we have any other examples of that?

Suzanne Clark: No and that is part of my concern with the language. Paragraph C (3) opens up the door to let's decide what we want the property owner to do. It doesn't reference any specific code. I don't see that there is any other surrounding business that is under the same requirement. The comparisons I think unfairly have been made to say that this is a business operation that should have to comply with what the brick and mortar businesses are doing, this even goes beyond that and is requiring things that those brick and mortar businesses are not seeing. We don't say you have to show up before Planning and we decide if there are some other improvements we need you to make this year.

City Attorney Kit Williams: I agree with many of the comments that Mrs. Clark has stated. The thing that the city has that's most comparable to the Yacht Club is a mobile home park. The city can place requirements on a mobile home park for certain infrastructure improvements in order to be able to have mobile homes placed on the pads and pay rent. Everything must be proportional. I share a lot of concerns with some of the things that have been talked about, especially restrooms which seems to be kind of contrary to mobile vending. Most mobile vendors don't contemplate having restrooms. If they have food they need to have a place to wash, but that is required by the Health Department, not us. A lot of this is a matter of degree. They were asked to dedicate right of way to the city. The city is going to use the right of way that was dedicated to build new sidewalks there and increase the value of their property by taxpayer money to build the sidewalks. That would have been more difficult if we had not got this dedication. We appreciate the dedication, but I don't think that was an onerous burden. I do agree that there are problems with the way this particular ordinance has been drafted and that is why it is up before Ordinance Review Committee. I would encourage you to look at section

178.04 very carefully. There are some things that I would like to change in it and will suggest at the Ordinance Review Committee meeting. I hope this will be one of the provisions that you will be looking at as well as the food trucks.

Alderman Tennant: There is a RV park in south Fayetteville that I consider a recreational vehicle that you can go in and stay for a week. Do we put the same burden on the owner of that RV Park as we would on somebody with a trailer park?

City Attorney Kit Williams: I doubt it. I would have to defer to our Planning Department to give you the firm answer. I think what Planning Commissioners look at when they talk about permanent is not whether it can be moved or not, but whether they are moved. Year after year there are these airstream trailers that are sitting at the lots. They aren't exactly the same as an RV or mobile home. I think they are in between. I would ask Jeremy if he knows about what we require if there is an establishment of an RV park in Fayetteville.

Jeremy Pate: We haven't seen one in many years. The Planning Commission did approve one several years ago that was never constructed. We looked at the traffic generated by that and looked it as a Large Scale Development.

Alderman Petty: The way we regulate mobile home parks, is that a use unit or a conditional use permit?

Jeremy Pate: It is a use unit and it has its own specific chapter. Most of them now are federally regulated and we have very little oversight in terms of the construction. We don't issue building permits for the homes. However, in connection to our utility systems, ADA accessible requirements we do inspect. That is part of our parking and building code.

Alderman Petty: Is it fair to say that the Council regulates mobile home parks in zoning decisions?

Jeremy Pate: It is both in zoning decisions and development. You can have a Large Scale Development that we look at and require improvements. We haven't had one of those since the 70's I think. We have them and there have been improvements required of them as part of the development process. Generally there aren't requirements for later tenants, which is what the point here is. The improvements are made up front. Like a retail strip center along College Avenue, each tenant we don't look at for future improvements because the decision was made for those improvements at the time when the use and development was established.

Alderman Petty: That is exactly the point I wanted to make. If we want to treat them similarly to mobile home parks, for the property it is a zoning decision and development decision. Beyond that it is just checking to make sure the vendor is putting together the right application, that they have gone to the Health Department and have gotten their business license. Beyond that, I am not sure what the city needs to be looking at. I know there are Commissioners that feel differently, but if you go back and watch the video, seven out of nine of them were adamant that the ordinance that proposed had these sorts of problems and needed to be fixed. They passed it to us the same night with the understanding that we were going to send it to Ordinance Review and

address these things. I am pleased to hear some of these concerns being brought up in such a clear manner.

Suzanne Clark: In regards to the ADA compliance. The accessibility issues under ADA require access that is readily achievable. In terms of how these businesses operate, the ADA specifically contemplates circumstances where providing that access could put that particular business operator out of business and allows for those exceptions. If that language is included, I ask that there also be language that specifically says that it is not intended to detract from or remove any exceptions that also exist within the ADA.

Cynthia Morris, Property Owner of the Yacht Club at College: Back in March 2012 I purchased this as a vacant lot. There were already three airstream trailers on the property when I purchased it. The money that I have received from rent I have put back into the property for improvements. I have added water, more electricity and movable landscaping.

On Friday, January 10, 2014 I got a message from the city that in order to renew the soup girls' permit on that Monday night I had to agree to take up concrete in front of my parking lot and add trees. I was given a 24 hour notice to get this done. I had no time to talk to the Urban Forester to see what they would want. There was no way to get a bid to know what kind of cost we were talking about. If I didn't say that was okay, then they would not renew her permit. That was also the kind of thing that happened when I deeded the property over to the city. I was given 30 days to get that completed.

Mayor Jordan: You had a 24 hour notice to take out your drive and plant trees?

Cynthia Morris: I had to agree to it. I got the notice on Friday morning, January 10, 2014. The Planning Commission meeting was going to be that Monday night. I had a person up to redo their permit. When there's a permit up, they think of what they want to tell me I have to do next. I feel that was an unreasonable amount of time for me to make a business decision.

Jeremy Pate: What improvements have the Planning Commission required on that property?

Cynthia Morris: I have done everything myself. I have tried to stay ahead of the curve. I have kept them informed on what I have done. The deeding of 2,000 square feet of my property to the city has been the biggest thing. They have discussed what kind of awning should be on the trailers, what kind of materials they should be made out of, should they use the original airstream fabric. They are always coming up with ideas off the cuff at Planning Commission. This is not the way a Planning Commission should work. There has been a lot of micromanagement items that have been unique to our lot and not to other businesses in the city.

Mayor Jordan: We will look into that.

A discussion followed on the proposed improvements to the property that were requested by the Planning Commission.

Clayton Scott, Best Frickin Chicken in Town: When I filed for my extension and was awarded that by the Planning Commission it was imposed upon me to put in two bicycle racks. At the meeting, bicycle racks was the term. I got online and ordered two bicycle racks, but what Planning Commission meant was city coded bicycle racks. I was shut down until I found the correct bicycle racks.

A discussion continued about bicycle racks.

Clayton Scott, Best Frickin Chicken in Town: I think the Planning Commission and City Council need to come up with ways to help the process be easier and economically fair so that we can keep this thing going in our city.

Mayor Jordan: That is the reason why we trying to table this and take it to the Ordinance Review to look at some of these situations.

Clayton Scott, Best Frickin Chicken in Town: It would be nice to have representation from people who have properties as well as mobile vendors and bring us together as a committee.

Mayor Jordan: All of our meeting are open to the public. When they meet, you can express the same concerns that you are doing now. Your input is welcome.

Alderman Long: Mr. Clayton, we will be having a meeting on February 5, 2014 at 5:15 p.m. in Room 326 and please come.

Alderman Tennant: I am one of the first to praise our Planning Commission on occasion for things that they do, but this one troubles me. To expect business owners to put in permanent bathrooms and treat vacant lots the same way that you treat other things bothers me a great deal. A lot of people have told me for years to change the way North College looks. If we want vacant lots to be used car lots and self-storage units, then by all means let's follow the Planning Commission idea here. I don't want that. I think this is a great idea for our city to have these creative places where people can try a business and if they are successful, then move to brick and mortar. This is a classic case of over legislating something.

Jeremy Pate: This is one of the very reasons that we wanted to bring this ordinance forward. The current language that you all have adopted, that the City Attorney drafted, is much broader. We were trying to add specificity about what type of improvements. Right now the ordinance says when granting a variance, the Planning Commission may require semi-permanent or permanent improvements to the property. That could be just about anything they dream up. The objective was to try add some more specificity and that was feedback from mobile vendors.

City Attorney Kit Williams: I don't think they have turned down a variance for a mobile vendor permit to have it renewed.

Jeremy Pate: That is correct.

City Attorney Kit Williams: The only permanent improvement that has been requested was the dedication of the ten feet of right of way along College Avenue. If this property was ever sold and going to be developed, then it would have to be dedicated at that time. Now it won't have to be dedicated again and in fact now it will have a sidewalk built by the city taxpayers.

I know there has been some confusion on this. I am sorry the Frickin Chicken man did not realize when he agreed to the conditions of approval for the two bike racks it meant two bike racks as described by the city code. In fairness to the Planning Commission they have always approved these requests. The City Council long ago passed a provision that if anything that our city Unified Development Code requests of a landowner is more than what should be requested, they have a right to ask the Planning Commission to review that and reduce the amount the code would normally ask for to the constitutionally allowed amount.

I would like the Ordinance Review committee to consider is if you are going to put requirements on a vendor's court it seems like it should have the same right as you do with a mobile home court. The individual vendors shouldn't have to come in and get permits all the time. If this is a mobile vendor's court, then people should be able to sell just like if it is a strip center.

Alderman Adams: Could we make clear who speaks and participates at Ordinance Review meetings?

A discussion followed about the procedures and participation in an Ordinance Review Committee meeting.

Alderman Kinion: I talked with Cynthia after she purchased the property. I think we need to be sensible and not over restrictive. If anyone recalls what was at the corner of Trenton and College it was undesirable and it is now very desirable. It has become a destination in the neighborhood I live in and the Ward I represent. I think this is an excellent model to look at as we move forward in what could happen to any lot, to improve an area rather than have a vacancy.

Alderman Adams moved to table the ordinance to the February 18, 2014 City Council meeting. Alderman Long seconded the motion. Upon roll call the motion passed unanimously.

This ordinance was tabled to the February 18, 2014 City Council meeting.

New Business:

ADM 13-4565 (UDC Amendment: Large Scale Development/Parkland Dedication Applicability): An ordinance to amend the definition of Large Scale Development in §151.01, amend §157.02, §166.01 (D) and §166.02 (B)(2) and (3) and to repeal §94.06 Flammable and Combustible Liquids of the Fayetteville Code to clarify what developments are considered Large Scale Developments.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. The Parks & Recreation Board and the Planning Commission both voted unanimously in favor of the request.

Alderman Petty moved to suspend the rules and go to the second reading. Alderman Tennant seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Petty moved to suspend the rules and go to the third and final reading. Alderman Tennant seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5653 as Recorded in the office of the City Clerk

Amend §157.04: An ordinance to amend §157.04 of the Unified Development Code to require notification for Planned Zoning District amendments.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff supports this request.

Alderman Adams: Thank you to Jeremy for working on this and Kit too. We have seen a couple of examples where this would have been a good thing to have our citizens notified. Any time we can do something to make sure our citizens are notified of changes that have an impact on their neighborhood, then we should do all we can as a city to notify them.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5654 as Recorded in the office of the City Clerk

City Council Agenda Session Presentations:

National League of Cities Report presented by Alderman Sarah Marsh

City Council Tour: None

Announcements:

Jeremy Pate: The Municipal League meeting is next week. It is in Northwest Arkansas. I urge you to attend if at all possible. I want to thank all of the elected officials. The State of the City is sound and we could not do it without your support.

Alderman Gray: There will be a Ward 1 meeting Thursday at 6:00 p.m. at the Senior Center on College.

Alderman Adams: There will be a Ward 4 meeting Monday night at 6:00 p.m. in Room 111.

Alderman Long: Today is a special day. I want to wish Alderwoman Gray a very Happy Birthday.

Mayor Jordan: I leave tomorrow for Washington D.C. for the U.S. Conference of Mayors. I sit on two committees. One is Urban Housing and the other is Arts, Parks and Tourism. It is always a good learning time.

Adjournment: 8:25 p.m.

Lioneld Jordan, Mayor

Sondra E Smith

Sondra E. Smith, City Clerk/Treasurer

Legistar ID No.: 2017-0195

AGENDA REQUEST FORM

FOR: Council Meeting of April 18, 2017

FROM: City Council Transportation Committee
City Council Member Matthew Petty, Chair

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION PURSUANT TO ORDINANCE NO. 5652 TO AUTHORIZE MOTOR VEHICLE ACCESS TO WEST HOTZ DRIVE FROM PROPERTY OWNED BY THE UNIVERSITY OF ARKANSAS

APPROVED FOR AGENDA:

City Council Member Matthew Petty — Date
Transportation Committee Chair

Asst. City Attorney Blake Pennington — 4-5-17 — Date

City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0176

Agenda Date: 4/18/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Ordinance

Agenda Number: C. 8

ENACT ARTICLE XXXI EQUIPMENT COMMITTEE AND ARTICLE XXXII SUBSTITUTION FOR ABSENT FELLOW CITY COUNCIL WARD MEMBER:

AN ORDINANCE TO ENACT **ARTICLES XXXI** AND **XXXII** OF THE FAYETTEVILLE CODE TO CODIFY MEMBERSHIP AND DUTIES OF THE EQUIPMENT COMMITTEE AND TO PROVIDE FOR A CITY COUNCIL MEMBER TO SUBSTITUTE FOR AN ABSENT WARD REPRESENTATIVE ON A STANDING CITY COUNCIL COMMITTEE

WHEREAS, the Equipment Committee reviews and recommends whether or not to purchase all major machinery prior to the proposed purchase is presented to the whole City Council; and

WHEREAS, the establishment of the Equipment Committee should be codified; and

WHEREAS, a fellow City Council Ward Member should be able to fill in for the normal Ward representative who is absent from a Water and Sewer, Transportation, Equipment, Nominating or Ordinance Review Committee meeting so that the Ward will be represented and Committee quorums are more likely.

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 **Article XXXI** of the Fayetteville Code as shown below.

"**ARTICLE XXXI EQUIPMENT COMMITTEE**

§ 33.430 ESTABLISHMENT OF CITY COUNCIL EQUIPMENT COMMITTEE

There is hereby established and continued the City Council Equipment Committee to be a standing committee and to be composed of one City Council Member from each Ward who shall annually be appointed by the Mayor, subject to City Council approval. The members shall elect a chair during their first annual meeting.

§ 33.431 Purpose, Duties and Powers

The Equipment Committee shall make recommendations to the City Council on the proposed purchase

of major pieces of equipment. The Equipment Committee shall meet as needed."

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby enacts **Article XXXII Substitution for Absent Fellow City Council Ward Member** as shown below.

"ARTICLE XXXII SUBSTITUTION FOR ABSENT FELLOW CITY COUNCIL WARD MEMBER

§ 33.440 Substitution for Fellow City Council Ward Member Who is Absent from Standing City Council Committee.

(A) If a City Council member must miss a meeting of one of the five Standing City Council Committees (Water and Sewer, Transportation, Nominating, Ordinance Review and Equipment), the City Council Member from the absent member's Ward may attend the Committee with full voting and participatory rights.

(B) A City Council Member who will need to be absent from a meeting of one of the five Standing City Council Committees should notify the City Clerk as soon as possible and hopefully at least two business days prior to meeting that the member cannot attend.

(C) The City Clerk will then make an attempt to notify the other City Council Member from the absent City Council Member's Ward of the vacancy and invite the Member to attend.

(D) Any City Council Member who attends a meeting of a Standing City Council Committee due to the absence of the Ward's other member shall have full voting and participatory rights during that meeting."

City of Fayetteville Staff Review Form

2017-0176

Legistar File ID

4/18/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Kit Williams	3/21/2017	City Attorney / General Government Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

AN ORDINANCE TO ENACT ARTICLES XXXI AND XXXII OF THE FAYETTEVILLE CODE TO CODIFY MEMBERSHIP AND DUTIES OF THE EQUIPMENT COMMITTEE AND TO PROVIDE FOR A CITY COUNCIL MEMBER TO SUBSTITUTE FOR AN ABSENT WARD REPRESENTATIVE ON A STANDING CITY COUNCIL COMMITTEE

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 # _____

Original Contract Number: _____ Approval Date: _____

Comments:

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
City Council

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

FROM: **Kit Williams**, City Attorney

DATE: **March 21, 2017**

RE: **(A) Proposed Codification of Equipment Committee**
(B) Proposal to Allow a City Council Member to Substitute for the Ward's Assigned City Council Member Who Cannot Attend a Standing City Council Committee

Mayor Jordan has become concerned that some of the Standing City Council Committees (Transportation, Water and Sewer, Nominating, Equipment and Ordinance Review) have occasionally had difficulty in obtaining a quorum and providing every Ward a representative during those important committee meetings. To ensure every Ward would have a better opportunity to be represented at committee meetings and to increase the likelihood of every committee having enough members present for a quorum, Mayor Jordan asked that I draft the attached, proposed ordinance.

The Equipment Committee began very informally about 15 years ago so that interested City Council Members could view and consider major pieces of equipment before they are asked to approve them at a City Council Meeting. This committee is not included within (E)(1)(a) **Standing City Council Committees** of the **Rules of Order and Procedure of the Fayetteville City Council** nor has it been codified. I thought this important committee should be codified so I also drafted **Article XXX EQUIPMENT COMMITTEE.**

I kept this codification very short as this City Council Committee has functioned very well for a long time with no formally prescribed organization, purpose or duties. However, I felt I needed to properly describe it as one of your five Standing City Council Committees so that it could also benefit from Mayor Jordan's proposed City Council Member substitution ordinance.

Agenda Session
4-11-17

City of Fayetteville, Arkansas

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

Meeting Agenda - Tentative Agenda

Tuesday, April 11, 2017

4:30 PM

City Hall Room 326

City Council Agenda Session

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

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions

A. Consent:

A. 1 2016-0573

APPROVAL OF THE APRIL 4, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 2017-0159

STEVE LANDERS TOYOTA OF NORTHWEST ARKANSAS:

A RESOLUTION TO AWARD BID # 17-24 AND AUTHORIZE THE PURCHASE OF THREE 2017 TOYOTA TACOMAS FROM STEVE LANDERS TOYOTA OF NORTHWEST ARKANSAS IN THE TOTAL AMOUNT OF $65,400.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: STEVE LANDERS TOYOTA OF NORTHWEST ARKANSAS

A. 3 2017-0160

ARKANSAS MUNICIPAL EQUIPMENT, INC.:

A RESOLUTION TO AWARD BID NO. 17-23 AND AUTHORIZE THE PURCHASE OF A PETERBILT 520 FRONT LOAD REFUSE TRUCK WITH NEW WAY MAMMOTH BODY FROM ARKANSAS MUNICIPAL EQUIPMENT, INC. IN THE AMOUNT OF $240,592.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: ARKANSAS MUNICIPAL EQUIPMENT, INC.

A. 4 2017-0161

WILLIAMS TRACTOR:

A RESOLUTION TO APPROVE THE PURCHASE OF SIX (6) HUSTLER SUPER Z MOWERS FROM WILLIAMS TRACTOR OF FAYETTEVILLE IN THE TOTAL AMOUNT OF $62,345.00 PURSUANT TO A STATE PROCUREMENT CONTRACT FOR USE BY THE PARKS AND RECREATION DEPARTMENT

Attachments: WILLIAMS TRACTOR

A. 5 2017-0162

SUPERIOR AUTOMOTIVE GROUP, TRANSPORTATION DEPT.:

A RESOLUTION TO AWARD BID #17-26 AND AUTHORIZE THE PURCHASE OF FIVE (5) 2017 FORD F-550 TRUCKS FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE TOTAL AMOUNT OF $313,256.00 FOR USE BY THE TRANSPORTATION SERVICES DEPARTMENT

Attachments: SUPERIOR AUTOMOTIVE GROUP, TRANSPORTATION DEPT.

A. 6 2017-0163

SUPERIOR AUTOMOTIVE GROUP, WATER & SEWER DEPT.:

A RESOLUTION TO AWARD BID #17-26 AND AUTHORIZE THE PURCHASE OF TWO (2) 2017 FORD F-550 DIESEL TRUCKS AND A FORD F-250 PICKUP TRUCK FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE TOTAL AMOUNT OF $149,375.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: SUPERIOR AUTOMOTIVE GROUP, WATER & SEWER DEPT.

A. 7 2017-0174

HILBILT SALES CORPORATION:

A RESOLUTION TO AWARD BID #17-29 AND AUTHORIZE THE PURCHASE OF A CLEMENT STARLITE 3829 DUMP TRAILER FROM HILBILT SALES CORPORATION OF BENTON, ARKANSAS IN THE AMOUNT OF $39,794.00 PLUS APPLICABLE TAXES FOR USE AT THE CITY WASTEWATER TREATMENT FACILITIES

Attachments: HILBILT SALES CORPORATION

A. 8 2017-0172

CH2M HILL ENGINEERS, INC.:

A RESOLUTION TO APPROVE AN OUT-OF-SCOPE AGREEMENT WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF $19,998.00 FOR DESIGN REVISIONS TO THE ACCESS ROAD AND BERMS AT THE LAKE SEQUOYAH SEDIMENT REMOVAL PROJECT

Attachments: CH2M HILL ENGINEERS, INC.

A. 9 2017-0178

WATERSHED CONSERVATION RESOURCE CENTER:

A RESOLUTION TO APPROVE TASK ORDER NO. 5 WITH THE WATERSHED CONSERVATION RESOURCE CENTER IN THE AMOUNT OF $100,500.00 FOR CONTINUED NATIVE VEGETATION ESTABLISHMENT EFFORTS AND MINOR ADJUSTMENTS TO EXISTING RESTORATION AREAS TO ENHANCE STREAM CHANNEL STABILITY

Attachments: WATERSHED CONSERVATION RESOURCE CENTER

A. 10 2017-0191

PLAY BY DESIGN, INC.:

A RESOLUTION TO AWARD RFP NO. 17-03 AND AUTHORIZE A CONTRACT WITH PLAY BY DESIGN, INC. IN THE AMOUNT OF $299,990.91 FOR THE CONSTRUCTION OF THE ROTARY CLUB OF FAYETTEVILLE PLAYGROUND AT KESSLER MOUNTAIN REGIONAL PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $30,000.00

Attachments: PLAY BY DESIGN, INC.

A. 11 2017-0132

MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC:

A RESOLUTION TO APPROVE AMENDMENT NO. 6 TO THE CONTRACT WITH MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC IN THE AMOUNT OF $100,000.00 FOR ADDITIONAL LEGAL SERVICES RELATED TO THE WHITE RIVER WATER QUALITY STANDARDS PETITION TO THE ARKANSAS POLLUTION CONTROL AND ECOLOGY COMMISSION, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $20,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC
BA - MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC

B. Unfinished Business: NONE

C. New Business:

C. 1 2017-0180

BENCHMARK CONSTRUCTION OF NWA, INC.:

A RESOLUTION TO APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF $195,377.00 FOR THE CONSTRUCTION OF A BATHROOM AND STORAGE BUILDING AT THE FIRE DEPARTMENT TRAINING FACILITY, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $29,306.55, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: BENCHMARK CONSTRUCTION OF NWA, INC.
B.A. BENCHMARK CONSTRUCTION OF NWA, INC.

C. 2 2017-0170

FAYETTEVILLE COMMERCE PARK, PETER O. KOHLER, LLC:

A RESOLUTION TO SELL ABOUT 14.9 ACRES OF LAND IN THE COMMERCE DISTRICT TO PETER O. KOHLER, LLC FOR $223,500.00

Attachments: FAYETTEVILLE COMMERCE PARK, PETER O. KOHLER, LLC

C. 3 2017-0187

VAC 17-5749 (495 W. PRAIRIE ST./INFILL GROUP):

AN ORDINANCE TO APPROVE VAC 17-5749 FOR PROPERTY LOCATED AT 423 WEST PRAIRIE STREET TO VACATE A PORTION OF A DRAINAGE EASEMENT CONTAINING APPROXIMATELY 40 SQUARE FEET

Attachments: VAC 17-5749 (495 W. PRAIRIE ST./INFILL GROUP)

C. 4 2017-0182

RZN 17-5734 (1722 N. STARR DR./ST. JOSEPH'S SCHOOL):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5734 FOR ABOUT 26.09 ACRES LOCATED AT 1722 NORTH STARR DRIVE FROM R-A, RESIDENTIAL AGRICULTURAL AND RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO P-1, INSTITUTIONAL

Attachments: RZN 17-5734 (1722 N. STARR DR./ST. JOSEPH'S SCHOOL)

C. 5 2017-0186

RZN 17-5732 (1840 W.POPLAR ST./POPLAR ST. MOBILE HOME PARK):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5732 FOR ABOUT 9.20 ACRES LOCATED AT 1840 WEST POPLAR STREET FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE TO CS, COMMUNITY SERVICES

Attachments: RZN 17-5732 (1840 W. POPLAR ST./POPLAR ST. MOBILE HOME PARK)

C. 6 2017-0194

AMEND ORD. 3898, BOTANICAL GARDEN AND FAYETTEVILLE SCHOOLS AGREEMENT:

AN ORDINANCE TO AMEND ORDINANCE 3898 BY REMOVING APPROXIMATELY 1.7 ACRES FROM THE LAKE FAYETTEVILLE NATURE STUDY CENTER RESERVE, TO APPROVE AN AMENDMENT TO THE JOINT LEASE AGREEMENT WITH THE FAYETTEVILLE SCHOOL DISTRICT TO REFLECT THE REMOVAL OF THE 1.7 ACRES, TO APPROVE AN AMENDMENT TO THE BOTANICAL GARDEN LAND LEASE AGREEMENT WITH THE BOTANICAL GARDEN SOCIETY OF THE OZARKS, INC. TO ADD APPROXIMATELY 1.7 ACRES TO THE LEASED PREMISES, AND TO APPROVE AN AMENDMENT TO THE BOTANICAL GARDEN OF THE OZARKS MASTER PLAN TO ADD AN OPERATIONS CENTER ON THE ADDITIONAL ACREAGE

Attachments: AMEND ORD. 3898, BOTANICAL GARDEN AND FAYETTEVILLE SCHOOLS A(

C. 7 2017-0195

UNIVERSITY OF ARKANSAS, WEST HOTZ DRIVE:

A RESOLUTION PURSUANT TO ORDINANCE NO. 5652 TO AUTHORIZE MOTOR VEHICLE ACCESS TO WEST HOTZ DRIVE FROM PROPERTY OWNED BY THE UNIVERSITY OF ARKANSAS

Attachments: UNIVERSITY OF ARKANSAS, WEST HOTZ DRIVE

Matthew Petty Form 2017-0195

C. 8 2017-0176

ENACT ARTICLE XXXI EQUIPMENT COMMITTEE AND ARTICLE XXXII SUBSTITUTION FOR ABSENT FELLOW CITY COUNCIL WARD MEMBER:

AN ORDINANCE TO ENACT **ARTICLES XXXI** AND **XXXII** OF THE FAYETTEVILLE CODE TO CODIFY MEMBERSHIP AND DUTIES OF THE EQUIPMENT COMMITTEE AND TO PROVIDE FOR A CITY COUNCIL MEMBER TO SUBSTITUTE FOR AN ABSENT WARD REPRESENTATIVE ON A STANDING CITY COUNCIL COMMITTEE

Attachments: ENACT ARTICLE XXXI EQUIPMENT COMMITTEE AND ARTICLE XXXII SUBS

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 Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

Pre Agenda Meeting 4-5-17

City of Fayetteville, Arkansas

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

Meeting Agenda - Tentative Agenda

Tuesday, April 18, 2017

4:30 PM

City Hall Room 326

City Council Agenda Session

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

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions

A. Consent:

A. 1 2016-0573

APPROVAL OF THE APRIL 4, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 2017-0159

STEVE LANDERS TOYOTA OF NORTHWEST ARKANSAS:

A RESOLUTION TO AWARD BID # 17-24 AND AUTHORIZE THE PURCHASE OF THREE 2017 TOYOTA TACOMAS FROM STEVE LANDERS TOYOTA OF NORTHWEST ARKANSAS IN THE TOTAL AMOUNT OF $65,400.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: STEVE LANDERS TOYOTA OF NORTHWEST ARKANSAS

A. 3 2017-0160

ARKANSAS MUNICIPAL EQUIPMENT, INC.:

A RESOLUTION TO AWARD BID NO. 17-23 AND AUTHORIZE THE PURCHASE OF A PETERBILT 520 FRONT LOAD REFUSE TRUCK WITH NEW WAY MAMMOTH BODY FROM ARKANSAS MUNICIPAL EQUIPMENT, INC. IN THE AMOUNT OF $240,592.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: ARKANSAS MUNICIPAL EQUIPMENT, INC.

A. 4 2017-0161

WILLIAMS TRACTOR:

A RESOLUTION TO APPROVE THE PURCHASE OF SIX (6) HUSTLER SUPER Z MOWERS FROM WILLIAMS TRACTOR OF FAYETTEVILLE IN THE TOTAL AMOUNT OF $62,345.00 PURSUANT TO A STATE PROCUREMENT CONTRACT FOR USE BY THE PARKS AND RECREATION DEPARTMENT

Attachments: WILLIAMS TRACTOR

A. 5 2017-0162

SUPERIOR AUTOMOTIVE GROUP, TRANSPORTATION DEPT.:

A RESOLUTION TO AWARD BID #17-26 AND AUTHORIZE THE PURCHASE OF FIVE (5) 2017 FORD F-550 TRUCKS FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE TOTAL AMOUNT OF $313,256.00 FOR USE BY THE TRANSPORTATION SERVICES DEPARTMENT

Attachments: SUPERIOR AUTOMOTIVE GROUP, TRANSPORTATION DEPT.

A. 6 2017-0163

SUPERIOR AUTOMOTIVE GROUP, WATER & SEWER DEPT.:

A RESOLUTION TO AWARD BID #17-26 AND AUTHORIZE THE PURCHASE OF TWO (2) 2017 FORD F-550 DIESEL TRUCKS AND A FORD F-250 PICKUP TRUCK FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE TOTAL AMOUNT OF $149,375.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: SUPERIOR AUTOMOTIVE GROUP, WATER & SEWER DEPT.

~~A. 7~~ 2017-0172

make A.8

CH2M HILL ENGINEERS, INC.:

A RESOLUTION TO APPROVE AN OUT-OF-SCOPE AGREEMENT WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF $19,998.00 FOR DESIGN REVISIONS TO THE ACCESS ROAD AND BERMS AT THE LAKE SEQUOYAH SEDIMENT REMOVAL PROJECT

Attachments: CH2M HILL ENGINEERS, INC.

Make A.7

A.8 2017-0174

HILBILT SALES CORPORATION:

A RESOLUTION TO AWARD BID #17-29 AND AUTHORIZE THE PURCHASE OF A CLEMENT STARLITE 3829 DUMP TRAILER FROM HILBILT SALES CORPORATION OF BENTON, ARKANSAS IN THE AMOUNT OF $39,794.00 PLUS APPLICABLE TAXES FOR USE AT THE CITY WASTEWATER TREATMENT FACILITIES

Attachments: HILBILT SALES CORPORATION

A. 9 2017-0178

WATERSHED CONSERVATION RESOURCE CENTER:

A RESOLUTION TO APPROVE TASK ORDER NO. 5 WITH THE WATERSHED CONSERVATION RESOURCE CENTER IN THE AMOUNT OF $100,500.00 FOR CONTINUED NATIVE VEGETATION ESTABLISHMENT EFFORTS AND MINOR ADJUSTMENTS TO EXISTING RESTORATION AREAS TO ENHANCE STREAM CHANNEL STABILITY

Attachments: WATERSHED CONSERVATION RESOURCE CENTER

Make NB C.1

A.10 2017-0180

BENCHMARK CONSTRUCTION OF NWA, INC.:

A RESOLUTION TO APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF $195,377.00 FOR THE CONSTRUCTION OF A BATHROOM AND STORAGE BUILDING AT THE FIRE DEPARTMENT TRAINING FACILITY, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $29,306.55, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: BENCHMARK CONSTRUCTION OF NWA, INC.

B.A. BENCHMARK CONSTRUCTION OF NWA, INC.

A. 11 2017-0191

A.10

PLAY BY DESIGN, INC.:

A RESOLUTION TO AWARD RFP NO. 17-03 AND AUTHORIZE A CONTRACT WITH PLAY BY DESIGN, INC. IN THE AMOUNT OF $299,990.91 FOR THE CONSTRUCTION OF THE ROTARY CLUB OF FAYETTEVILLE PLAYGROUND AT KESSLER MOUNTAIN REGIONAL PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $30,000.00

Attachments: PLAY BY DESIGN, INC.

A. 12 **2017-0132**

A.11

MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC:

A RESOLUTION TO APPROVE AMENDMENT NO. 6 TO THE CONTRACT WITH MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC IN THE AMOUNT OF $100,000.00 FOR ADDITIONAL LEGAL SERVICES RELATED TO THE WHITE RIVER WATER QUALITY STANDARDS PETITION TO THE ARKANSAS POLLUTION CONTROL AND ECOLOGY COMMISSION, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $20,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC
BA - MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC

B. Unfinished Business: NONE

C. New Business:

C. 1 **2017-0170**

C.2

FAYETTEVILLE COMMERCE PARK, PETER O. KOHLER, LLC:

A RESOLUTION TO SELL ABOUT 14.9 ACRES OF LAND IN THE COMMERCE DISTRICT TO PETER O. KOHLER, LLC FOR $223,500.00

Attachments: FAYETTEVILLE COMMERCE PARK, PETER O. KOHLER, LLC

last item

C.2 / C.8 2017-0176

ENACT ARTICLE XXXI EQUIPMENT COMMITTEE AND ARTICLE XXXII SUBSTITUTION FOR ABSENT FELLOW CITY COUNCIL WARD MEMBER:

Kit changing wording for days + shall attempt. √ completed)

AN ORDINANCE TO ENACT **ARTICLES XXXI** AND **XXXII** OF THE FAYETTEVILLE CODE TO CODIFY MEMBERSHIP AND DUTIES OF THE EQUIPMENT COMMITTEE AND TO PROVIDE FOR A CITY COUNCIL MEMBER TO SUBSTITUTE FOR AN ABSENT WARD REPRESENTATIVE ON A STANDING CITY COUNCIL COMMITTEE

Attachments: ENACT ARTICLE XXXI EQUIPMENT COMMITTEE AND ARTICLE XXXII SUBS

C.3 / C.4 2017-0182

RZN 17-5734 (1722 N. STARR DR./ST. JOSEPH'S SCHOOL):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5734 FOR ABOUT 26.09 ACRES LOCATED AT 1722 NORTH STARR DRIVE FROM R-A, RESIDENTIAL AGRICULTURAL AND RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO P-1, INSTITUTIONAL

Attachments: RZN 17-5734 (1722 N. STARR DR./ST. JOSEPH'S SCHOOL)

C.4 / C.5 2017-0186

RZN 17-5732 (1840 W.POPLAR ST./POPLAR ST. MOBILE HOME PARK):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5732 FOR ABOUT 9.20 ACRES LOCATED AT 1840 WEST POPLAR STREET FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE TO CS, COMMUNITY SERVICES

Attachments: RZN 17-5732 (1840 W. POPLAR ST./POPLAR ST. MOBILE HOME PARK)

C.5 / C.3 2017-0187

VAC 17-5749 (495 W. PRAIRIE ST./INFILL GROUP):

AN ORDINANCE TO APPROVE VAC 17-5749 FOR PROPERTY LOCATED AT 423 WEST PRAIRIE STREET TO VACATE A PORTION OF A DRAINAGE EASEMENT CONTAINING APPROXIMATELY 40 SQUARE FEET

Attachments: VAC 17-5749 (495 W. PRAIRIE ST./INFILL GROUP)

Pull item Change to 5/2/17 mtg.

~~C.6~~ **2017-0192**

ADM 17-5705 (UDC CHAPTER 178 OUTDOOR MOBILE VENDORS):

Attachments: ADM 17-5705 (UDC CHAPTER 178 OUTDOOR MOBILE VENDORS)

~~C.7~~ C.6 **2017-0194**

AMEND ORD. 3898, BOTANICAL GARDEN AND FAYETTEVILLE SCHOOLS AGREEMENT:

Blake/Kit making a slight change to ord. (completed ✓)

AN ORDINANCE TO AMEND ORDINANCE 3898 BY REMOVING APPROXIMATELY 1.7 ACRES FROM THE LAKE FAYETTEVILLE NATURE STUDY CENTER RESERVE, TO APPROVE AN AMENDMENT TO THE JOINT LEASE AGREEMENT WITH THE FAYETTEVILLE SCHOOL DISTRICT TO REFLECT THE REMOVAL OF THE 1.7 ACRES, AND TO APPROVE AN AMENDMENT TO THE BOTANICAL GARDEN LAND LEASE AGREEMENT WITH THE BOTANICAL GARDEN SOCIETY OF THE OZARKS, INC. TO ADD APPROXIMATELY 1.7 ACRES TO THE LEASED PREMISES FOR THE PURPOSE OF CONSTRUCTING AN OPERATIONS CENTER

Attachments: AMEND ORD. 3898, BOTANICAL GARDEN AND FAYETTEVILLE SCHOOLS A(

~~C.8~~ C.7 **2017-0195**

UNIVERSITY OF ARKANSAS, WEST HOTZ DRIVE:

Kit is getting a Matthew Petty staff rev. form (completed ✓)

A RESOLUTION PURSUANT TO ORDINANCE NO. 5652 TO AUTHORIZE MOTOR VEHICLE ACCESS TO WEST HOTZ DRIVE FROM PROPERTY OWNED BY THE UNIVERSITY OF ARKANSAS

Attachments: UNIVERSITY OF ARKANSAS, WEST HOTZ DRIVE

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 Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.