

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA FAYETTEVILLE CITY COUNCIL MEETING MARCH 2, 1999

A meeting of the Fayetteville City Council will be held on March 2, 1999 at 6:30 p.m. in the city Administration Building, Room 219, 113 West Mountain Street, Fayetteville, Arkansas.

The following items will be considered:

A. CONSENT

1. **APPROVAL OF MINUTES:** Approval of the minutes from the February 16, 1999 meeting.
2. **HWY 265 WIDENING:** A resolution approving the engineering contract with RJN Group, Inc. for Hwy 265 widening (Hwy 45 to 16) water and sewer relocations in the amount of \$588,583.00. Also approval of a project contingency in the amount of \$58,858.
3. **BID 99-27:** A resolution awarding bid 99-27 for ballfield fencing at Lake Fayetteville Softball Complex fields #2 and #3 and Babe Ruth baseball fields #1 and # 2 and approval of a budget adjustment.
4. **WALKER PARK PARKING LOT:** A resolution approving a budget adjustment to reconstruct the southwest parking lot at Walker Park.
5. **OLD MISSOURI & ZION INTERSECTION:** A resolution approving a contract with Tomlinson Asphalt Company for the Old Missouri Road and Zion road intersection improvements in the amount of \$484,948.75 plus a contingency of 10% totaling \$533,450. And approval of a budget adjustment.
6. **CH2M HILL:** REMOVED FROM CONSENT. Item number 4 under New Business.

B. OLD BUSINESS

C. NEW BUSINESS

1. **VA 98-12:** An ordinance approving utility easement vacation VA 98-12 as requested by Unitarian Universalist Fellowship for property located at 901 West Cleveland, Leverett's Third Addition, Block 3 and a portion of lot 5,6,7, and 8. The portion to be vacated is a 15 feet wide alley located south of lot 5 and 6 and north of lots 7 and 8.
2. **RZ 99-1:** An ordinance approving rezoning request RZ 99-1 submitted by Thomas Hopper of Crafton, Tull, and Associates on behalf of Lindsey Management Company rezoning 22.3 acres of property located north of the Washington County Fairgrounds and east of Highway 71 bypass from A-1, Agriculture to R-2, Medium Density Residential.
3. **RZ 99-2:** An ordinance approving rezoning request RZ 99-2 submitted by Brett Henson rezoning property located on Locust street at Archibal Yell Boulevard from R-2, Medium Density Residential to C-2, Thoroughfare Commercial.
4. **CH2M HILL:** A resolution approving contract amendment number 2, NPDES Permitting Assistance, with CH2M Hill in the amount of \$94,370.00.
5. **BAKERY FOODS:** Discussion of legal alternatives regarding Bakery Foods.
6. **CELL TOWERS:** An ordinance staying applications for cell tower placement pending the development of a new cell tower ordinance.

Only items presented by the City Council or City Staff may be discussed during the meeting. If you have an item you wish to discuss, please contact your alderman to have it presented at the next City Council agenda session. For further assistance, please contact Heather Woodruff, City Clerk, at 575-8323.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA FAYETTEVILLE CITY COUNCIL MEETING MARCH 2, 1999

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CITY COUNCIL MARCH 2, 1999

ROCK CH2M HILL	RA HD.				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
MAYOR HANNA					
Bakery Foods	8-0-0. to fit an injection to use possible sufficient.				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
MAYOR HANNA					
CELL TOWERS.	8-0-0 cy. 2nd ind.	BD cy. 2nd.	KR 32D H.	PASS	Emergency clubs.
YOUNG	✓	✓	✓	✓	✓
RUSSELL	✓	✓	✓	✓	✓
REYNOLDS	✓	✓	✓	✓	✓
AUSTIN	✓	✓	✓	✓	✓
DAVIS	✓	✓	✓	✓	✓
TRUMBO	✓	✓	✓	✓	✓
DANIEL	✓	✓	✓	✓	✓
SANTOS	✓	✓	✓	✓	✓
MAYOR HANNA					
				8-0-0	8-0-0.

adjourned 8:45 pm.

CITY COUNCIL MARCH 2, 1999

ROLL 1A 98-12	K ⁹ 2 ND K ^R .	H 3 RD BD.	Approved.		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRIMBO	✓	✓	✓		
DANIEL	✗	A	A		
SANTOS	✓	✓	✓		
MAYOR HANNA					
122-99-1	7-0-1 PA K ^R .	7-0-1. PA H ^D .	7-0-1. PASS w/ BILL OF ASSURANCE		
YOUNG	✗ A.	A	A		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
MAYOR HANNA					
122 99-2	7-0-1 K ^R BD.	7-0-1. BD H ^D	7-0-1. PASS.		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRIMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
MAYOR HANNA					
	8-0-0	8-0-0.	8-0-0.		

**MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL**

A regular meeting of the Fayetteville City Council was held at 6:30 p.m. on February 16, 1999, in Room 219 of the City Administration Building, 113 West Mountain, Fayetteville, Arkansas.

STATE OF THE CITY ADDRESS

ITEM CONSIDERED

ACTION TAKEN

Approval of the Minutes	Approved	
Water and Sewer Refunding Bonds	Approved	Res. 22-99
Roll Forward List of 1998 Funds	Approved	Res. 23-99
Juvenile Accountability Incentive Block Grant	Approved	Res. 24-99
Arkansas Aviation Technologies Grant Agreement	Approved	Res. 25-99
Hangar Renovation	Approved	Res. 26-99
Naming "Raven Trail"	Approved	Res. 27-99
CIV 98-29	Approved	Res. 28-99
Widening Hwy 265	Approved	Res. 29-99
VA 98-11	Approved	Ord. 4141
Master Street Plan Amendments	Approved	Res. 30-99
Cable Franchise Fee	Failed	
Ultraviolet Disinfection System	Approved	Res. 31-99
CMN Business Park Appeal	Approved	Motion
Clear Creek Bridge Replacement	Approved	Res. 32-99

PRESENT

Mayor Fred Hanna

Aldermen

Robert Reynolds

Ron Austin

Bob Davis

Trent Trumbo

Heather Daniel

Kevin Santos

Cyrus Young

Kyle Russell

City Attorney

Jerry Rose

City Clerk

Heather Woodruff

Staff, Press, Audience

**MINUTES OF A MEETING
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A regular meeting of the Fayetteville City Council was held at 6:30 p.m. on February 16, 1999 in Room 219 of the City Administration Building, 113 West Mountain, Fayetteville, Arkansas.

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the minutes from the February 2, 1999 City Council meeting.

WATER AND SEWER REFUNDING BONDS

Mayor Hanna introduced a resolution approving a letter agreement with Kutak Rock to perform bond counsel services in connection with the proposed issuance of water and sewer refunding bonds. The cost is not to exceed \$35,000, plus out-of-pocket expenses to be paid from bond proceeds. Additionally, to authorize the Budget Coordinator to execute any budget adjustment necessary to implement this refunding.

RESOLUTION 22-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

ROLL FORWARD LIST OF 1998 FUNDS

A resolution approving a budget adjustment which will allow for the rollforward of all projects or items in progress which were appropriated in the 1998 budget. The items which are approved will become part of the 1999 budget.

RESOLUTION 23-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT

A resolution to approve a grant application for Juvenile Accountability Incentive Block Grant and the attached budget adjustment. Also to add one officer and the required operational expenses to the 1999 Budget.

RESOLUTION 24-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

A resolution accepting a pass-through grant from the Arkansas Department of Economic Development to the Northwest Arkansas Aviation Technologies Center for the purpose of establishing an Aviation Maintenance Technology Program at Drake Field; approval of an agreement with Northwest Arkansas Aviation Technologies Center, and approval of a budget adjustment recognizing the grant and the related expenditures.

RESOLUTION 25-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

HANGAR RENOVATION

A resolution authorizing the Mayor to execute contracts in excess of \$20,000 for the work

associated in renovating the executive hangar leased by NWA Aviation Technologies Center in an amount not to exceed \$205,000 for the complete project and approval of a budget adjustment establishing a project budget to perform the necessary tenant improvements.

RESOLUTION 26-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK
NAMING "RAVEN TRAIL"

A resolution naming the proposed Keenan property trail, "Raven Trail."

RESOLUTION 27-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

CIV 98-29

A resolution approving a settlement offer for Mr. Walter Robinson for legal action taken to obtain certain lands along Gregg Avenue in Fayetteville, and Wilkerson Avenue in Johnson for the Mudd Creek Bridge Project.

RESOLUTION 28-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

WIDENING HWY 265

A resolution authorizing the Mayor and City Clerk to execute Warranty Deeds conveying City-owned property, part of the Fire Station No. 5, and part of the former Caudle property, both on Crossover expansion of Arkansas State Highway 265.

RESOLUTION 29-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

Alderman Trumbo moved to approve the consent agenda. Alderman Daniel seconded the motion. Upon roll call the motion carried unanimously.

NEW BUSINESS

VA 98-11: VACATION

Mayor Hanna introduced an ordinance VA 98-11 vacation submitted by Dave Jorgensen of Jorgensen and Associates on behalf of J.B. Hayes for property located at the north end of Emerald Avenue. The property is zoned R-O, Residential Office. The request is to vacate a 100 square feet right-of-way at the north end of the property.

City Attorney Jerry Rose read the ordinance for the first time.

Alderman Austin moved to suspend the rules and go to the second reading. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

City Attorney Rose read the ordinance for the second time.

Alderman Davis moved to suspend the rules and go the third and final reading. Alderman Trumbo seconded. Upon roll call the motion carried unanimously.

City Attorney Rose read the ordinance for the third and final time.

There was no public comment.

Mayor Hanna called for the vote. Upon roll call the ordinance passed unanimously.

ORDINANCE 4141 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

MASTER STREET PLAN AMENDMENTS

Mayor Hanna introduced a resolution amending the Master Street Plan as recommended by the Planning Commission and the Street Committee.

Mr. Tim Conklin, Planner, presented the recommended changes to the Master Street Plan and explained the street classifications.

Alderman Young moved to approve the resolution changing the Master Street Plan. Alderman Russell seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 30-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CABLE FRANCHISE FEE

Mayor Hanna introduced a resolution to include the franchise fee as part of the gross revenues of the cable operator.

Alderman Daniel stated all cable subscribers would see an increase in their cable bill from .2 to .14 cents depending on their program package.

Mr. Marvin Hilton, Cable Administrator, explained this resolution would bring them into compliance with their franchise agreement and with recent court rulings. TCA Cable had agreed to comply with the change. His professional group, National Association of Telecommunication Officers and Advisors, had received a dozen replies from other cities who were planning to do the same thing. This change would put them in compliance with the franchise fee of five percent of their gross revenues. Before, the franchise fee was not included in the gross revenues. This would bring them into compliance where it was included in the gross revenues. The franchise percentage would not change. The Federal government had capped the percentage.

Alderman Trumbo stated it was his understanding the increase would net the city \$18,000, which TCA could pass along to their customers.

Mr. Hilton replied that was correct. Each subscriber would be charged an additional 84 cents per year. The cable company was not required to pass along the increase. He noted the FCC had ordered TCA to refund \$214,000 to subscribers.

Alderman Trumbo asked if our cable system would be getting internet capabilities in Fayetteville.

Mr. Hilton replied when they rebuilt the system, they would be offering high-speed modem connections to the internet.

Mayor Hanna asked Mr. Hilton if TCA was going to pass the increase along to their customers.

Mr. Hilton replied TCA had indicated they would be passing the cost along.

In response to questions from Alderman Trumbo, Mr. Crosson explained the additional funds would be added to the general fund. He explained the franchise fee were rent for the use of the city's rights-of-way.

Mr. Hilton stated this was becoming an important issue because more and more commerce was taking place over the internet. In response to questions from Alderman Santos, he stated the FCC was going to require television broadcasts be digital by 2006.

Robert Ralston, local business owner, asked if the city should consider charging TCA for past years.

Mr. Hilton stated the Cable Company did not recommend that the resolution be retroactive.

In response to questions from Alderman Trumbo, Mr. Kevin Crosson stated it was an optional decision. There was no requirement that they adopt it. The \$18,000 was an immaterial amount of money.

Alderman Russell disagreed with the interpretation that it was a tax increase. It increased the amount TCA would be paying them and they were allowed to pass the increase along. He noted the amount TCA paid the city was calculated on the amount it took in one year. They had not been counting the five percent that they pay the city in their calculations. If the city passed this resolution, then TCA would pay the city using the amount they took in including the five percent they paid the city.

In response to questions from Alderman Daniel, Mr. Hilton stated the Cable Board thought this was important because this was rent for public rights-of-way which were becoming more valuable because the amount of commerce on them.

Alderman Daniel moved to approve the resolution. Alderman Santos seconded the motion. Upon roll call the motion failed by a vote of 4-5-0. Aldermen Reynolds, Austin, Davis, Trumbo, and Mayor Hanna voting nay.

ULTRAVIOLET DISINFECTION SYSTEM

Mayor Hanna introduced a resolution awarding Bid 99-18 to the lowest bidder, Trojan Technologies, for the ultraviolet disinfection system for the Paul R. Noland waste water treatment facility.

Alderman Young stated the city currently was using chlorine to kill bacteria. He thought this would be more beneficial environmentally and economically. He asked what volume this would treat.

Mr. Venable replied it would treat 33 million gallons per day.

Alderman Austin moved to approve the resolution. Alderman Young seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 31-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CMN BUSINESS PARK APPEAL

Mayor Hanna introduced an appeal of one of the conditions of approval of the CMN Business Park II as approved by the Planning Commission on January 22, 1999

Ms. Mickey Harrington stated the development had been approved on January 22, 1999. They were appealing a condition to preserve Option B for the future flyover (see map). There had been two options on the flyover design. It had been the opinion of the city's staff, the developer's engineer, and their traffic consultant that Option A was the safest and the best option. She stated this would only affect lot 17.

Mr. Mel Milholland presented both options for the proposed flyover.

Ms. Harrington added there would be more flexibility with Option A for a tie-in with Mall Lane than Option B would allow.

Mr. Davis stated he was in favor of Option A because it would be easier and safer for people to get off on the right than it would be with the left. He questioned the request to have the land revert back to the property owner if the flyover was not constructed within ten years.

Ms. Harrington replied if the flyover was never constructed then the land would not be left open.

Mr. Davis expressed concern about the short amount of time.

Ms. Harrington stated it was a minor detail they were not wed to a certain time.

Alderman Young explained the city vacated rights-of-way all the time and suggested the property owner could request a vacation if the flyover was never constructed.

Alderman Daniel stated she was not in favor of either of the two plans. She thought this could be the beginning of a big octopus. She expressed concern about the city being taken over by the flyovers. She thought the flyover could damage the city in the long run. She thought there would be other options for traffic than in this development.

Alderman Trumbo stated he did not want to see the city take additional acreage for something that might not be constructed.

Alderman Daniel requested everyone to consider what this type of structure would do to a city.

In response to questions from Alderman Trumbo, Mr. Venable stated it would be a State Highway and would have to meet with the State's approval. He thought Option A would be the best route to use.

In response to questions from Alderman Young, Mr. Venable stated the State would determine the route of the flyover.

Alderman Santos asked if this was in the Regional 2020 Plan.

Mr. Venable replied it was in the regional plan.

Alderman Davis asked the percentage of ramp that went off to the right versus the left.

Mr. Venable replied there were very few ramps if any in Arkansas that went to the left. The right is the preferable exit if it is at all possible.

Alderman Daniel moved to approve neither plan A or plan B. The motion died for lack of a second.

Alderman Austin moved to approve the appeal and approve Option A. Alderman Reynolds seconded the motion.

Alderman Davis requested to amend the motion to exclude the number of years. There would be no time limit. Alderman Austin and Reynolds were in agreement with the

amendment.

Ms. Harrington stated her client would agree to the motion.

There was no public comment.

In response to questions from Alderman Trumbo, Ms. Little stated she had not taken a position. The staff always referred to the Master Street Plan as a flexible plan. While there were several options, no one had designed the flyover. She thought they might need something larger than Option A and if they were going to go with Option B, then they would need enough room for that.

Alderman Young asked if the State could be willing to offer an opinion on their preference.

Mr. Venable stated he could contact them, but he doubted if they had a preference. Both of the designs met the national standards. They normally preferred going to the right rather than the left.

Mayor Hanna stated the motion was to accept plan A with no time limit for reversion to the property owner. Upon roll call the motion carried by a vote of 5-3-0. Daniel, Young, and Russell voting nay.

CLEAR CREEK BRIDGE REPLACEMENT

Mayor Hanna introduced a resolution approving expenditure of funds to cover cost of construction of Clear Creek Bridge Replacement in Johnson.

Mr. Venable stated they had passed a resolution for an agreement with Johnson for the construction of this project. The design had been completed and they were ready to go to bid. The estimated cost was a million and a half dollars. The traffic counts for 1994 of 3,300 and 1997 3,600 since the connection the traffic had increased to over 7,000 cars. Last Thursday, there had been 6,800 cars. He felt the traffic had doubled. They had estimated 68% of the traffic was from Fayetteville, and suggested the city contribute 68% to the cost of the bridge. The city of Johnson had paid for the right-of-way and utility relocations. He felt it was a reasonable request to help with the cost of the bridge.

Mayor Long from Johnson presented a copy of their budget. He stated any help Fayetteville could give them would be appreciated. He requested the council to consider 67% to consider adding the \$80,000 the city of Johnson had paid for the right-of-way, which would increase the total cost.

He presented a cost estimate for the bridge showing the money the city of Johnson had already spent.

Alderman Trumbo stated the cost which Johnson had already spent they should not reimburse to them. He noted 65% of the city's sales tax came from that area. He thought they needed to improve the infrastructure in that area even if it was not inside our city limits. He thought it was the good neighbor thing to do and would help the traffic problems.

Alderman Davis stated he was in favor of the 67% cost share.

Alderman Daniel questioned the additional cost Mayor Long was requesting.

Mr. Rose stated the request was for 67% and Johnson was paying 33% of an estimated cost of local share of \$275,000. The agreement was based on this estimate. Additional funds would be appropriated if they wished. They were appropriating \$187,000 and a contingency amount of \$35,000. There would be some flexibility in the agreement.

Alderman Trumbo noted if Home Depot met their estimated revenues the city would be able to pay for the bridge in one year.

Alderman Trumbo moved to approve the resolution. Alderman Davis seconded. Upon roll call the motion carried unanimously.

RESOLUTION 32-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Mayor Hanna stated Alderman Austin had agreed to form a committee to discuss the Y2K problem. Anybody interested needs to volunteer.

Meeting adjourned at 8:20 p.m.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of 3-2-99

FROM:

Sid Norbash *SN*
Name

Engineering
Division

Public Works
Department

ACTION REQUIRED: Approval of the Engineering Contract with RJN Group, Inc. for Hwy 265 Widening (Hwy 45 to Hwy 16) - Water & Sewer Relocations in the amount of \$588,583.00. Also, approval of a project contingency in the amount of \$58,858 (10%).

COST TO CITY:

\$647,441.00

Cost of this Request

\$3,999,559

Category/Project Budget

Hwy 265 Water & Sewer Reloc.
Category/Project Name

5400-5600-5808-00

Account Number

-0-

Funds Used To Date

Water & Sewer
Program Name

97043-10

Project Number

\$3,999,559

Remaining Balance

Water & Sewer

Fund

BUDGET REVIEW:

☒

Budgeted Item

Budget Adjustment Attached

Steph...

Budget Coordinator

Wm D. Cross

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn J. Cramer
Accounting Manager

2-16-99
Date

ADA Coordinator

Date

[Signature]
City Attorney

2-16-99
Date

Yslanda G. Gilds
Internal Auditor

2-18-99 ✓
Date

P. Vice
Purchasing Officer

2-16-99
Date

STAFF RECOMMENDATION: Approval of the Engineering Contract and the contingency amount.

[Signature]
Division Head

2-16-99
Date

Cross Reference

[Signature]
Department Director

2-16-99
Date

New Item: Yes ☒ No ☐

[Signature]
Administrative Services Director

11/16/99
Date

Prev Ord/Res #: _____

[Signature]
Mayor

2/17/99
Date

Orig Contract Date: _____



DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Fred Hanna, Mayor
Charles Venable, Public Works Director
Jim Beavers, City Engineer *fb*

From: Sid Norbash, Staff Engineer *sn*

Date: February 12, 1999

Re: Highway 265 (Hwy 45 to Hwy 16) Widening / Water &
Sewer Relocations - Engineering Contract with RJN Group, INC.

Highway 265 is scheduled for major improvements in 1999 by the Arkansas Highway and Transportation Department. These improvements are to take place on Hwy 265 between Highway 45 and Highway 16. A vicinity map is attached for your information.

The total estimated construction cost of Water and sewer relocations and adjustments for this project is approximately \$3,600,000, certain portions of which might be reimbursable by Arkansas Highway and Transportation Department.

Through our professional selection procedures, RJN Group, INC. was selected to perform the Engineering tasks for this project. Attached is the Engineering Contract for the Design, Bidding, and Construction phases of this project in the amount of \$588,583.

The City and the Highway Department are in the process of determining the actual percentage of the reimbursable amount for these adjustments. Once the agreement is prepared it will be presented to the Council for approval. The same percentage of reimbursable amount will also apply to the cost of the attached Engineering Contract.

Please note per request of David Jurgens, included in this project are two 24" waterline roadway crossings, and emergency backup generator for Ash Street Pump Station. The reason for these inclusions is that the engineering fees and construction costs for the added items will be more favorable as part of a major project such as this.

The Staff requests that the Council approve the Engineering Contract with RJN Group, INC. in the amount of \$588,583.00 and a Project Contingency amount of \$58,858.00

SN/sn

Attachments: 2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA FAYETTEVILLE CITY COUNCIL MEETING MARCH 2, 1999

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C. NEW BUSINESS

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2. **RZ 99-1:** An ordinance approving rezoning request RZ 99-1 submitted by Thomas Hopper of Crafton, Tull, and Associates on behalf of Lindsey Management Company rezoning 22.3 acres of property located north of the Washington County Fairgrounds and east of Highway 71 bypass from A-1, Agriculture to R-2, Medium Density Residential.
3. **RZ 99-2:** An ordinance approving rezoning request RZ 99-2 submitted by Brett Henson rezoning property located on Locust street at Archibal Yell Boulevard from R-2, Medium Density Residential to C-2, Thoroughfare Commercial.

Only items presented by the City Council or City Staff may be discussed during the meeting. If you have an item you wish to discuss, please contact your alderman to have it presented at the next City Council agenda session. For further assistance, please contact Heather Woodruff, City Clerk, at 575-8323.



DESIGN YEAR
1999 ADT
2019 ADT
2019 DHV
DIRECTIONAL
TRUCKS
DESIGN SPEED

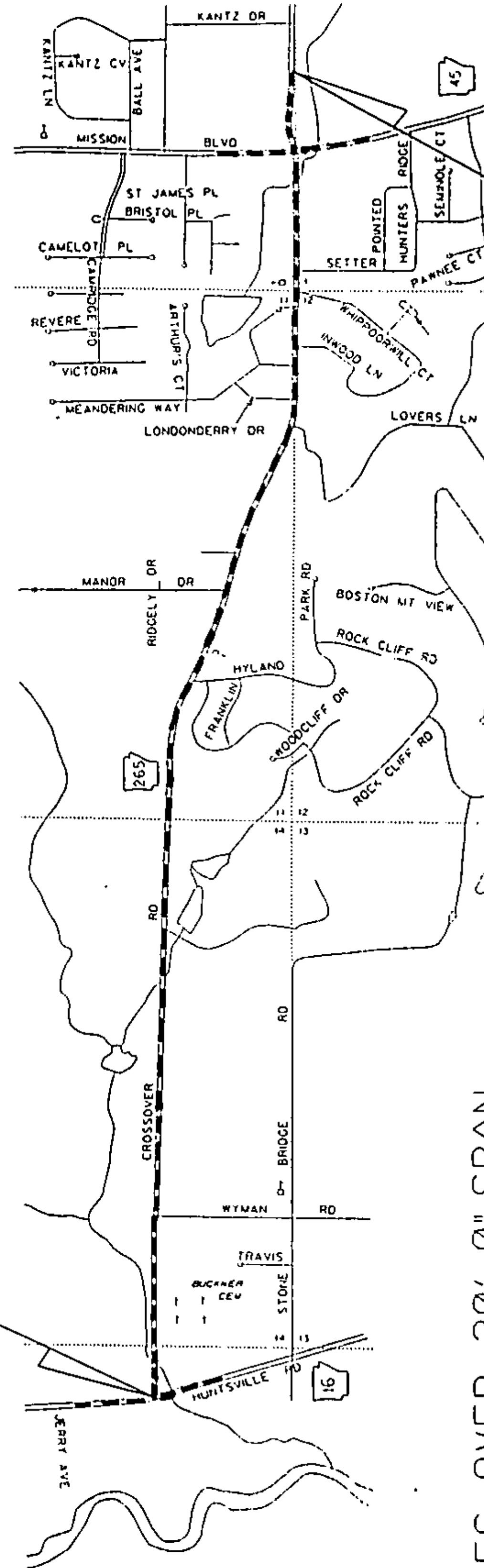
NOT TO SCALE

STA. 10+30
BEGIN JOB 004999

STA. 146+00
END JOB 004999

TURES OVER 20'-0" SPAN

DESCRIPTION	SPAN
END EXIST. TRIPLE 10'x 6' R.C. BOX	32.9167'
1ST. QUAD. 9'x 6'x 88' R.C. BOX	
15' LT. FWD. SKEW	41.1458'
END EXIST. TRIPLE 8'x 5' R.C. BOX	



CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Agreement entered into and executed this ____ day of _____ 1999, by and between the City of Fayetteville acting by and through its Mayor hereinafter called the "OWNER" and RJN Group, INC. with offices located in Dallas, Texas hereinafter called the "ENGINEER".

WITNESSETH:

Whereas, the "OWNER" is planning to relocate and upgrade approximately 23,500 linear feet of water line and 4,200 linear feet of sanitary sewer; and

Whereas the "OWNER'S" forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and

Whereas, the "ENGINEER'S" staff is adequate and well qualified and it has been determined that its current work load will permit completion of the plans for the project on schedule;

Now therefore, it is considered to be in the best public interest for the "OWNER" to obtain assistance of the "ENGINEER'S" organization in connection with said engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

SECTION I - EMPLOYMENT OF ENGINEER

The "OWNER" agrees to employ the "ENGINEER" to perform, and the "ENGINEER" agrees to perform, professional engineering services in connection with the project set forth in the Sections to follow; and the "OWNER" agrees to pay and the "ENGINEER" agrees to accept, as specified in the Sections to follow as full and final compensation for work accomplished in the specified time.

SECTION II - DESCRIPTION OF THE PROJECT

The Arkansas Department of Transportation is undertaking a project to widen State Highway 265 from Highway 16, north to Highway 45, including improvements to the two intersections at Highway 16 and Highway 265, and Highway 45 and Highway 265. The City of Fayetteville Highway 265 relocation project consists of the relocation of approximately 23,500 linear feet of water line and

4,200 linear feet of sanitary sewer lines of various sizes to accommodate the new highway pavement alignment. The existing 12-inch waterline will be replaced with a 12-inch or a 24-inch water line, depending on the funds available, and the alternate bid amount, and extended to Highway 16 thus providing a continuous 24-inch water line for the complete distance between Highway 45 and Highway 16. In addition, a backup power generator will be constructed for the Ash Street Pump Station, as well as a bore and cased 8-inch water line to cross N. Garland Road at Janice Avenue, and a bore and cased 8-inch water line to cross Crossover Road at Birdie Drive.

SECTION III - INFORMATION & SERVICES

The "OWNER" will furnish (on magnetic media or hard copy as may be requested) any existing specifications, standards and other information which may relate to the project including GPS survey data and aerial mapping data, free of charge, to the "ENGINEER".

SECTION IV - SERVICES TO BE FURNISHED BY THE "ENGINEER" DURING "DESIGN" PHASE

Services to be furnished by the "ENGINEER" are generally described in Section IV thru Section IX as follows. A detailed Scope of Services to be provided by the "ENGINEER" is included in Appendix "A" and attached hereto and made a part of this agreement. If any items described in Section IV thru Section IX conflict with items in Appendix "A", the items in Appendix "A" will govern.

The project will be designed and constructed to meet water and sewer standards in accordance with the "OWNER'S" Water and Sewer, and other related Standards. Construction specifications shall be based on "Standard Specifications for Highway Construction Edition 1993 of the AHTD" and latest special provisions and City of Fayetteville Specifications relating to the design of this project. The design concept with regard to water and sewer relocations, geometric, detours, right-of-way, utility easements, and other related items shall be submitted by the "ENGINEER" (in the form of a Preliminary Engineering Assessment) and approved by the "OWNER" prior to beginning design work.

The "ENGINEER" shall provide all field survey data from field work for designing the project and this shall be tied to the "OWNER'S" GPS control network, if established in the project area.

The "ENGINEER" shall be responsible for obtaining, interpreting and evaluating geotechnical or any other form of data necessary for the design of this project.

The "ENGINEER" shall provide surveying, mapping, and related services as required to prepare Right-of-Way / Easement documents for the "OWNER'S" use in acquisition activities.

The "ENGINEER" shall furnish plans to all utility companies affected by the project and if necessary, shall conduct a coordination meeting among all affected utility companies to enable them

to coordinate efforts for the necessary utility relocations. This coordination meeting will take place at the early stages of design (approximately 30%) at the City Engineer's office.

During the final "design" phase of the project, the "ENGINEER" shall conduct final designs to prepare construction plans and specifications including final construction details and quantities, special provisions, cost estimates, make final field inspection with "OWNER", make any needed plan changes as a result of the final field inspection and all other work required to advertise and receive bids.

Prior to the start of construction, the "ENGINEER" shall establish benchmark for elevation control and tie layout work to Fayetteville's GPS, if established in the project area.

SECTION V - COORDINATION WITH "OWNER"

The "ENGINEER" shall hold conferences throughout the design of the project with representatives of the "OWNER" to the end that the design, as perfected, shall have full benefit of the "OWNER'S" knowledge and be consistent with the current policies and construction practices of the "OWNER". The "OWNER" reserves the right to accept or reject any or all plans for errors or omissions, but this stipulation will not relieve the "ENGINEER" of responsibility for the design of the project. Plans rejected because of scope and/or alignment change subsequent to final approval of scope and/or alignment, will not constitute non-performance on the part of the "ENGINEER", and the "ENGINEER" shall be entitled to full compensation for such rejected plans. The "ENGINEER" shall be entitled to additional compensation for time and materials above the "not to exceed" fee to revise or otherwise modify the plans to meet the criteria of the modified final scope and/or alignment.

SECTION VI - OFFICE LOCATION FOR REVIEW OF WORK

Review of the work as it progresses under this Agreement shall be made at the "OWNER'S" City Engineer's office.

SECTION VII - CONCEPT AND PRELIMINARY SUBMISSION

The "ENGINEER" shall submit two (2) sets of concept plans, two (2) sets of preliminary plans and three (3) sets of the final plans for field inspections.

SECTION VIII - FINAL SUBMISSION

The final submission for the construction contract shall consist of the following:

- A. One (1) copy of all design calculations.

- B. Three (3) sets of final plans, contract documents and specifications.
- C. The originals of all drawings, specifications and contract documents. All design drawings on magnetic media shall be submitted on disks in DOS format compatible with AutoCAD® Release 12 software.
- D. The "ENGINEER'S" Opinion of Probable cost of construction and an opinion of time in calendar days required for completion of the contract.
- E. The "ENGINEER" will submit and secure plan approvals from the Arkansas Department of health. The \$500.00 review fee shall be paid by the "ENGINEER" and will be included in the direct cost items.

SECTION IX - ENGINEER RESPONSIBILITY DURING "BIDDING" AND "CONSTRUCTION" PHASES

During the "Bidding" phase of the project, the "ENGINEER" shall provide all engineering and administrative services needed to obtain bids for the construction project, evaluate the bids, and consult with and advise the "OWNER" as to the acceptability of the best bidder. All costs incurred to advertise the project in public media by the "OWNER". Each prospective bidder will be charged a non-refundable fee for each set of bid documents. This fee will be paid to the "ENGINEER" to offset the costs of printing plans and specifications.

During the "Construction" phase of work, the "ENGINEER" shall provide administrative and engineering services including resident construction observation services to determine whether the Contractor has met the requirements of the design plans and specifications. The "ENGINEER" shall review the Contractors progress payment requests based on the actual quantities of contract items completed and accepted, and shall make a recommendation to the "OWNER" regarding payment.

SECTION X - SUBCONTRACTING

Subcontracting by the "ENGINEER" of any of the services provided herein shall require prior approval by the "OWNER".

SECTION XI - TIME OF BEGINNING AND COMPLETION

The "ENGINEER" shall begin work under this Agreement within ten (10) days of notice to proceed and shall complete the plans for the construction contract within 255 calendar days.

The above completion time is predicated upon the fact that the "OWNER" will cause to be processed approvals of interim work in an expeditious manner, 15 days per submittal, and that a

maximum of (3) three submittals will be required. Should more than (3) three submittals for review be necessary, the number of calendar days utilized by the reviewing authority shall be added to the time required to complete the plans for the construction contract.

SECTION XII - FEES AND PAYMENTS

A. Initial Investigation Services

For, and in consideration of, the services to be rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of actual salary costs for work time directly connected with work chargeable to the project, plus payroll additives and general overhead costs of 180 % of direct labor costs, plus direct reimbursable expenses associated with the project, plus a fixed fee which are payable as follows:

- 1) Initial investigation Phase services, to determine new line routing, associated construction costs, state reimbursement documentation and exhibit preparation.
"Initial Investigation" Costs not to exceed: \$ 28,356.00
- 2) Fixed fee for "Initial Investigation" services: \$ 3,403.00
- 3) Engineering contract amount for "Initial Investigation" phase
services not to exceed: \$ 31,759.00

B. "Design" Phase Services:

For, and in consideration of, the services to be rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of actual salary costs for work time directly connected with work chargeable to the project, plus payroll additives and general overhead costs of 180 % of direct labor costs, plus direct reimbursable expenses associated with the project, plus a fixed fee which are payable as follows:

- 1) "Design" phase services and "design surveying services"
Plan Costs not to exceed: \$ 275,325.00
- 2) Fixed fee for "Design" services: \$ 33,040.00
- 3) Engineering contract amount for "Design" phase
services not to exceed: \$ 308,365.00

The basis of this upper limit and justification for the fee is contained in Appendix "B" attached hereto. Subject to the City Council approval, adjustment of the upper limit may be made should the "ENGINEER" establish and the "OWNER" 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 "OWNER" or "State of Arkansas" modify or change the location or alignment of the relocated utilities after final alignment and location have been reviewed and approved by the "OWNER" and "State of Arkansas"; or if the "OWNER" 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. Such adjustment in the fee shall require a formal amendment to the "Contract" prior to any additional work by the "ENGINEER".

Appendix "C" covers the classification of personnel and the salary rate for all personnel to be assigned to this project by the "ENGINEER".

Final payment for Design services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Design" phase for the project.

After the required internal reviews and processing by the City of Fayetteville, the city will diligently proceed to make payment to the "ENGINEER" in accordance with the approved payment request within 30 days. All efforts will be made to make payment within the 30 day period, but the City cannot guarantee the 30 day maximum time.

C. "Bidding" Phase Services:

For "Bidding" phase services rendered by the "ENGINEER", the owner shall pay the "ENGINEER" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 180% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed fee which are as follows:

- 1) "Bidding" phase services costs not to exceed: \$ 7,946.00
- 2) Fixed fee for "Bidding" services: \$ 954.00
- 3) Engineering contract amount for "Bidding" phase
services not to exceed: \$ 8,900.00

Final payment for "Bidding" phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Bidding" phase of the project.

D. "Construction" Phase Services:

For "Construction" phase services rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 180 % of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed fee which are as follows:

- 1) "Construction" phase services costs not to exceed: \$ 140,095.00
- 2) Fixed fee for "construction" phase services: \$ 16,811.00
- 3) Engineering contract amount for "Construction" phase
services not to exceed: \$ 156,906.00

(based upon an assumed construction period not to exceed 265 calendar days, and
1,580 hours of resident engineering)

The basis for this estimate is Appendix "B". The "ENGINEER" shall invoice the
"OWNER" monthly for construction phase services, and the final payment for
"Construction" phase services shall be made upon the "OWNER'S" approval and acceptance
with the satisfactory completion of the "Construction" phase of the project.

E. "Geotechnical Investigation" Services:

For geotechnical investigative services associated with design, the "OWNER" shall pay the
"ENGINEER" on the basis of hourly rates and unit prices set forth in Appendix "E" attached
hereto, a fee not to exceed \$ 22,820.00. The basis of this upper limit and justification for the
fee is based on Appendix "E" and a preliminary estimate of (40) forty geotechnical borings.
After approval by the "OWNER", additional borings will be made as necessary on the basis
set forth above, for a fee not to exceed \$ 570.00 each.

F. "Special" Services:

For "Special" services, such as preparation of detailed easements and/or construction staking,
the "OWNER" shall pay the "ENGINEER" as follows:

- 1) For "Easement" preparation services, the "OWNER" shall pay the "ENGINEER"
on the basis of hourly rates and unit prices set forth in Appendix "F" attached hereto,
a fee not to exceed \$ 15,000.00. The basis of this upper limit and justification for the
fee is based on Appendix "F" and a preliminary estimate of (40) forty easements.
After approval by the "OWNER", additional easements will be made as necessary on
the basis set forth above, for a fee not to exceed \$ 375.00 each.

Each "Easement Document" will include:

- a) Copy of Assessor's Card
- b) Deed(s) of complete current property ownership
- c) Individual plat drawings showing:
 - (1) Property (tract)
 - (2) New right-of-way along Hwy. 265
 - (3) Existing easements, if any
 - (4) Proposed utility easement in metes and bounds
- d) Written legal description of proposed utility easement area

- 2) No "construction staking" services will be provided in this agreement. Horizontal and vertical control points will be staked one time only as set forth in Appendix "A" Scope of Work. Any re-staking of control points or construction staking shall be the responsibility of the Contractor.

G. Additional Engineering Services:

Additional engineering services includes the preparation of design documents for a backup power generator at the Ash Street Pump Station, as well as a bore and cased 8-inch water line to cross N. Garland Road at Janice Avenue, and a bore and cased 8-inch water line to cross Crossover Road at Birdie Drive.

For, and in consideration of, the services to be rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of actual salary costs for work time directly connected with work chargeable to the project, plus payroll additives and general overhead costs of 180 % of direct labor costs, plus direct reimbursable expenses associated with the project, plus a fixed fee which are payable as follows:

- 1) Additional engineering "Design" phase services and "design surveying services"
Plan Costs not to exceed: \$ 36,012.00
- 2) Fixed fee for Additional engineering "Design" phase services: \$ 4,321.00
- 3) Indirect Labor (Electrical Engineering Services) \$ 4,500.00
- 4) Engineering contract amount for Additional engineering
"Design" phase services not to exceed: \$ 44,833.00

The basis of this upper limit and justification for the fee is contained in Appendix "B" attached hereto. Subject to the City Council approval, adjustment of the upper limit may be made should the "ENGINEER" establish and the "OWNER" 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 "OWNER" 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.

Appendix "C" covers the classification of personnel and the salary rate for all personnel to be assigned to this project by the "ENGINEER".

Final payment for Additional engineering "Design" phase services shall not be dependent on the completion of items "A through F" of this SECTION XII. Final payment shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the Additional engineering "Design" phase services portion of the project.

SECTION XIII - CHANGES

The "OWNER" may at any time, by written order, make changes within the general scope of the contract in the work and services to be performed. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable increase or decrease shall be made in the upper limit contract amount, including fee or time of required performance, or both, and the contract shall be modified in writing accordingly.

Changes, modifications or amendments in scope, price or fees to this contract shall not be allowed without a formal contract amendment approved by the Mayor or the City Council in advance of the change in scope, price of fees.

Any claim by the "ENGINEER" for adjustment under this clause must be asserted with thirty (30) days from the date of receipt by the "ENGINEER" of the notification of change; provided, however, that the "OWNER" if it decides that the facts justify such action, may receive and act upon any such claim assessed at any time prior to the date of final payment under this contract.

SECTION XIV - OWNERSHIP OF DOCUMENTS

All documents, including original drawings, disks of CADD drawings and/or cross sections, estimates, specification field notes, and data are and remain the property of the "OWNER". The "ENGINEER" may retain reproduced copies of drawings and copies of other documents.

SECTION XV - POSTPONEMENT OR CANCELLATION OF THE CONTRACT

It is understood that the "OWNER" will have the right to suspend or cancel the work at any time.

- A. Postponement - Should the "OWNER", for any reason whatsoever, decide to postpone the work at any time, the "OWNER" will notify the "ENGINEER" in writing, who will immediately suspend work. During such postponement, any requests by the "OWNER" or its authorized agents for project documentation, data, plans and specifications (preliminary or final), or any other requests that will require the "ENGINEER" to expend labor or direct costs, the "ENGINEER" will be reimbursed for such expenses as set forth in SECTION XII of this Agreement. Should the "OWNER" decide during such suspension not to resume the work, or should such suspension not be terminated within a year, the work shall be cancelled as hereinafter provided.
- B. Cancellation - should the "OWNER", for any reason whatsoever, decide to cancel or to terminate the use of the "ENGINEER'S" service, the "OWNER" will give written notice thereof to the "ENGINEER", who will immediately terminate the work. If the "OWNER" so elects, the "ENGINEER" may be instructed to bring a reasonable stage of completion to those items whose value would otherwise be lost. The "ENGINEER" shall turn over all data,

charts, survey notes, figures, drawings and other records or information collected or produced hereunder whether partial or complete. Upon such termination of the "ENGINEER'S" services, the "ENGINEER" shall be paid for all salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 180% of direct labor costs (plus all direct reimbursable expenses associated with the project), and a proportional amount of the total fee, less prior partial payments, based on the ratio of work done to the total amount of work to be performed

SECTION XVII - MISCELLANEOUS PROVISIONS

- 1) Any disputes resulting from claims shall be subject to mediation through the Mayor of Fayetteville, and all efforts shall be made by both parties to settle the dispute prior to any legal action by either party.
- 2) Responsibility for Claims and Liability - The "ENGINEER" shall save harmless the "OWNER" from all claim and liability as a result of its (the "ENGINEER'S") activities, or those of its subcontractors, its agents, or its employees rendering of services under this contract.
- 3) General Compliance with Laws - The "ENGINEER" shall comply with all federal, state and local laws and ordinances applicable to the work. The "ENGINEER" shall be a professional engineer, licensed in the State of Arkansas.
- 4) Engineers Endorsement - The "ENGINEER" shall endorse and recommend all plans, specifications, engineer's opinion of construction costs, and engineering data finished by it. All design shall be checked in accordance with accepted engineering practices. All plan quantities shall be checked and verified.

SECTION XVIII - SUCCESSORS AND ASSIGNS

The "OWNER" and the "ENGINEER" each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement, except as above, neither the "OWNER" nor the "ENGINEER" shall assign, sublet or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any possible personal liability on the part of any officer or agent of any public body which may be party hereto.

SECTION XIX - COVENANT AGAINST CONTINGENT FEES

The "ENGINEER" warrants that it has not employed or retained by company or person, other than a bonafide employee working solely for the "ENGINEER", to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bonafide employee working

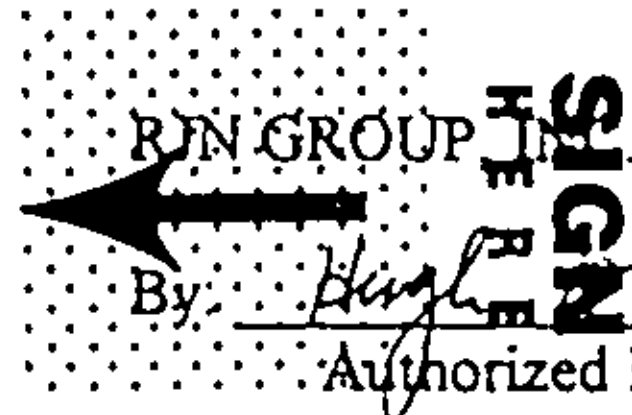
solely for the "ENGINEER", any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the "OWNER" shall have the right to annul this contract without liability.

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

CITY OF FAYETTEVILLE

By: _____
Mayor


By: Hugh Nelson
Authorized Representative

ATTEST:

By: _____
City Clerk

ATTEST:

By: Marjorie Berry

Attachments: Appendix "A"
Appendix "B"
Appendix "C"
Appendix "D"
Appendix "E"

APPENDIX A
SCOPE OF SERVICES

CITY OF FAYETTEVILLE
STATE HIGHWAY 265 UTILITY RELOCATION

The following is a summary of the tasks the ENGINEER will perform under this Agreement. Work under this Exhibit includes initial investigation, preliminary engineering, and construction resident engineering for the relocation of approximately 24,000 linear feet of sewer and water lines. The ENGINEER will also provide detail design sheets for approximately 4,000 linear feet of additional 24-inch water lines in the project area. In addition the ENGINEER will provide water line improvements at Janice and Garland Avenue; and Highway 265 and Birdie Street. These improvements will consist of an approximately 100 linear foot bore and tie-in at each location. The ENGINEER will also provide specifications and details for backup power generation at the Ash Street Pump Station. Upon receipt of Notice-to-Proceed the ENGINEER will perform the following tasks:

Part I. Initial Investigations

- a. Conduct preliminary investigations required to determine project feasibility, including site visitations.
- b. Using the AHTD drawings as a base map determine final limits of required water and sewer line relocation.
- c. Prepare preliminary mark up drawings and cost estimates using the AHTD drawings. Submit to the OWNER and AHTD for review and approval

Part II. Preliminary Engineering Design

- a. Investigate easement and Rights-of-Way limits. Provide the OWNER with the technical information for location of the easements required for construction of the project. Information to include width and general location of the easements, and distances from the property lines. Property line information shall be obtained from existing maps provided by the OWNER to the ENGINEER.
- b. Prepare contract design drawings for water and sewer relocation. Drawings shall indicate permanent and temporary easements for construction based on information supplied by OWNER. Drawings shall include but not be limited to: (1) Title Sheet/Drawing Index, (2) Location Maps, (3) Plan and Profile of Replacement, (4) Special Details, and (5) General Details.

- c. Using OWNER's basic specifications, prepare project specifications which shall include but not be limited to: (1) bidding documents, (2) contractual documents, (3) conditions of the contract, (4) standard project forms, and (5) technical specifications.
- d. Meet with AHTD to discuss the preliminary engineering and participate in coordination activities with ENGINEER's design team. A total of two (2) meetings are included.
- e. Procure and coordinate subconsultants for such work as legal surveying, geotechnical services, etc.
- f. The ENGINEER will consult with the OWNER, public utilities, private utilities, and AHTD to determine the approximate location of above and underground utilities and other facilities that have an impact or influence on the project.
- g. The ENGINEER shall deliver three (3) sets of the preliminary construction plans and specifications to the OWNER and AHTD for review.
- h. Meet with OWNER throughout the project and after submittal of the preliminary plans to receive input from OWNER's staff. A total of four (4) meetings are included.
- i. Perform final changes to contract documents. Submit seven (7) copies of the final project drawings and contract specifications to the OWNER and AHTD for review.
- j. Prepare Engineer's Opinion of Probable Construction Cost by major items.

Part III Bidding Assistance

For the purpose of the cost proposal, it is anticipated that one (1) construction contract will be bid. The following bidding assistance services are included:

- a. Assist the OWNER in advertising, obtaining, and evaluating Bid Proposals for the construction contract and awarding thereof. Provide assistance to the OWNER in responding to bidder inquiries during advertisement of the construction contract, and participate in project pre-bid conference. Provide and distribute bidding documents and addendum. Non-refunded bid deposits shall remain the property of the ENGINEER for administrative, printing, and handling cost.
- b. Assist the OWNER in reviewing the bids for completeness and accuracy. Develop bid tabulations and submit a written recommendation of contract award to the OWNER along with three (3) copies of the bid tabulations. Consult with and advise the OWNER on the responsibility and responsiveness of contractors, the acceptability of subcontractors, substitute materials, and equipment proposed by the project bidders.

Part IV. Construction Resident Engineering

For the purpose of the cost estimate, it is anticipated that the ENGINEER will provide resident engineering services for one construction project.

- a. Assist the OWNER in conducting a pre-construction conference with the Contractors by notifying utilities, governmental agencies, and other interested parties, and answer questions at the conference
- b. Resident Engineering
 1. Provide the successful bidder(s) with three (3) sets of the contract specifications for execution and the insertion of the required insurance certificates. Provide the successful bidder(s) with five (5) sets of the contract documents for construction purposes.
 2. Review shop drawings, scheduling, test results, and other submittals which the Contractor is required to submit.
 3. Consult with OWNER and act as the OWNER's engineering representative in dealings with the Contractor. Issue instructions of OWNER to Contractor and issue necessary interpretations and clarification of the contract specifications.
 4. Provide engineering survey(s) for construction to establish horizontal and vertical reference points which are necessary for the Contractor to construct the work. Coordinate the taking of preconstruction photos and surface video taping with the Contractor as necessary.
 5. Provide resident observation for water and sewer construction for general conformance to the contract drawings and contract specifications. Also provide resident observation of acceptance testing and restoration work by the Contractor. (A total of 1,580 hours, or approximately eight (8) months, is included for construction observation personnel.)
 6. Review and respond to complaints received by OWNER and report any differences of opinion between the Contractor, ENGINEER and complaining party.
 7. Review applications for partial payment with the Contractor for compliance with contract specifications and submit to the OWNER a recommendation for payment.

8. Issue field orders to Contractor after consultation with the OWNER. Review any change orders proposed by the Contractor and provide recommendations to the OWNER.
9. Conduct an on-site review to determine if the projects are substantially complete and submit to the Contractor a list of observed items requiring completion or correction.
10. Conduct a final on-site review, in the company of the OWNER and Contractor, to verify the projects are fully complete. Submit a recommendation for final acceptance of the projects to the OWNER.
11. Provide the OWNER with one (1) set of record drawings on reproducible double matt (4 mil) mylar and two (2) sets of black line prints of the record drawings.
12. ENGINEER is not responsible for the means or sequences of the construction work or the implementation program for safety of the construction contractor and subcontractors and it will be stipulated as such in the contract documents.

Part V. Other Direct Labor

- a. Perform design surveys for water and sewer replacement.
- b. Obtain typical soil boring data for relocation of water and sewer lines, as required. Forty (40) locations are estimated.
- c. After approval by the OWNER, the ENGINEER will prepare, type, and issue legal description of easements. The OWNER will pay all costs to secure easements as necessary. A maximum of forty (40) easements are included. Additional easements in excess of forty (40) will be prepared at the unit price of \$375.00 each as authorized by the OWNER.
- d. Assist in obtaining permit from Highway, and any other state permits, if necessary, for construction. All permit fees will be paid by the OWNER.

Part VI. Other Direct Costs

- a. The cost for plotting and printing design documents. Printing and binding contract documents and specifications. A total of ten (10) sets of construction plans and contract documents and specifications (three (3) for preliminary submittals, and seven (7) for final submittal) are included. Additional sets as required will be billed at invoice cost plus 12% fee.

- b. The cost for all necessary travel, lodging and per diem (8 months for resident engineer), transportation and computer usage.

CITY ADDITIONAL ENGINEERING SERVICES

Part VII. Additional Engineering Design

- a. Investigate easement and Rights-of-Way limits. Provide the OWNER with the technical information for location of the easements required for construction of the project. Information to include width and general location of the easements, and distances from the property lines. Property line information shall be obtained from existing maps provided by the OWNER to the ENGINEER.
- b. Provide design drawings for additional 24-inch waterline routing, two roadway crossings (Birdie Road and Crossover Road, Janice and Garland Avenue), and emergency backup generator for the Ash Street Pump Station. Drawings shall indicate permanent and temporary easements for construction based on information supplied by the OWNER. Basic drawings, such as title sheet, details and general notes shall be provided under Part II of this contract. Additional plan and profile sheets and electrical details and notes as necessary to construct the additional 24-inch waterline and generator will be included in this Part.
- c. Prepare supplemental specifications to the specifications prepared in Part II as necessary for construction of the 24 inch waterline, crossovers and backup generator.
- d. Procure and coordinate sub-consultant electrical engineering services for the design of the backup generator.
- e. All submittals and review meetings will be incorporated into Part II of this contract.
- f. Incorporate review comments into final changes to plan and profile sheets and pertinent sections of the contract documents and specifications. Submit final documents as part of the documents of Part II of this contract.
- g. Prepare Engineer's Opinion of Probable Construction Cost by major items.

Part VIII. Other Direct Labor

- a. Electrical engineering services to prepare design documents for the construction of an emergency backup generator for the Ash Street Pump Station.

- b. The emergency generator will be sized to provide power to a single 7 ½ HP 240/460v. 3 phase pump motor.
- c. Submit preliminary and final design documents and specifications. All documents will be incorporated in the documents that are included in Part II of this contract.

Part IX. Other Direct Costs

- a. Plotting and printing costs for preliminary submittal and final submittal of design plans and contract documents and specifications. Costs in this section are limited to documents prepared under City Additional Engineering Services and are of the same number of sets as in Part VI.

APPENDIX "B"
BASIS FOR PROFESSIONAL SERVICES COST
BASIC SERVICES
CITY OF FAYETTEVILLE, ARKANSAS

WORK TASK DESCRIPTION	HOURLY RATE WORK								Total Cost Estimate (\$)
	Estimated Manhours								
	PD hr	PM hr	PE hr	ENG hr	RE hr	DP hr	CL/OT hr	Direct Cost (\$)	
PART I - INITIAL INVESTIGATION									
a Preliminary Investigation	18	48	0	8	0	0	2	\$ -	\$ 2,449.00
b Schematic Routing	4	60	24	0	0	3	0	\$ -	\$ 2,942.00
c Cost Estimates	4	80	0	0	0	0	8	\$ -	\$ 3,018.00
d Submittal of documents	18	28	0	0	0	4	7	\$ -	\$ 1,718.00
Subtotal Part I	42	214	24	8	0	7	17	\$ -	\$ 10,127.00
PART II - PRELIMINARY ENGINEERING DESIGN									
a Design Survey (Coordination)	0	16	9	18	0	32	2		\$ 1,877.00
b Title and Easement Research	4	12	7	14	0	0	0		\$ 1,065.00
c Plan/Profile Sheets	24	123	153	358	0	1378	8		\$ 44,556.00
d Project Specifications	2	30	36	72	0	0	120		\$ 5,323.00
e Review Meetings w/ State (2)	12	24	8	0	0	0	8		\$ 1,588.00
f Sub-Consultant Coordination	2	16	2	4	0	0	2		\$ 800.00
g Utility Locations/Coordination	2	24	12	24	0	0	2		\$ 1,827.00
h Preliminary Submittal to City	6	16	8	12	0	8	1		\$ 1,388.00
i Review Meetings w/City (5)	12	48	18	36	0	0	0		\$ 3,422.00
j Final Documents	4	18	26	53	0	255	26		\$ 8,014.00
k Engineer's Estimate	2	16	20	38	0	0	8	\$ -	\$ 2,134.00
Subtotal Part II	70	343	297	628	0	1673	177	\$ -	\$ 71,994.00
PART III - BIDDING/CONSTRUCTION ASSISTANCE									
a Bidding Assistance	2	14	36	4	0	0	5	\$ -	\$ 1,708.00
b Bid Tabulations and Recommendations	1	6	24	8	0	0	3	\$ -	\$ 1,130.00
Subtotal Part III	3	20	60	12	0	0	8	\$ -	\$ 2,838.00
PART IV - CONSTRUCTION RESIDENT ENGINEERING									
a Pre-Construction Meeting	2	18	0	0	30	0	2	\$ -	\$ 1,354.00
b Resident Engineering (190 days)	20	178	0	0	1580	23	37	\$ -	\$ 41,150.00
c Construction Meetings	2	14	0	0	40	0	0	\$ -	\$ 1,401.00
Subtotal Part IV	24	210	0	0	1650	23	39	\$ -	\$ 43,905.00
PART V - SUB-CONSULTING									
a Design Survey								\$ 66,004.00	\$ 66,004.00
b Title/Esmt Research and Preparation								\$ 15,000.00	\$ 15,000.00
c Geotechnical Services								\$ 22,820.00	\$ 22,820.00
d Construction Control Staking								\$ 1,996.00	\$ 1,996.00
Subtotal Part V								\$ 105,820.00	\$ 105,820.00
PART VI - OTHER DIRECT COSTS									
a Lodging/Per Diem								\$ 11,500.00	\$ 11,500.00
b Construction Transportation								\$ 3,880.00	\$ 3,880.00
c Airfare								\$ 5,600.00	\$ 5,600.00
d Rental Car/fuel/mileage/tolls								\$ 3,400.00	\$ 3,400.00
e Computer Usage								\$ 2,600.00	\$ 2,600.00
f Plotting Costs								\$ 1,200.00	\$ 1,200.00
g Printing Costs								\$ 1,250.00	\$ 1,250.00
h Specification Printing								\$ 260.00	\$ 260.00
i Health Department Review Fee								\$ 500.00	\$ 500.00
Subtotal Part VI								\$ 30,190.00	\$ 30,190.00
Total Labor PARTS I, II, III, IV	139	787	381	648	1650	1703	241	\$ 600.00	\$ 129,484.00

Basic Services:

Total Labor:	\$ 128,864.00
Overhead:	\$ 231,955.00
Sub-consulting Labor:	\$ 105,820.00
Other Direct Costs:	\$ 30,190.00
Fee:	\$ 46,921.00
Total Services:	\$ 543,750.00

NOTES

- Item V b is based on 40 easements @ \$375.00 each
- Item V d Geotechnical Services include 40 -12' borings
- See attached detail for Survey cost breakdown

APPENDIX "B" (CONT'D)
BASIS FOR PROFESSIONAL SERVICES COST
ADDITIONAL ENGINEERING SERVICES
CITY OF FAYETTEVILLE, ARKANSAS

WORK TASK DESCRIPTION	HOURLY RATE WORK								Total Cost Estimate (\$)
	Estimated Manhours								
	PD hr	PM hr	PE hr	ENG hr	RE hr	DP hr	CL/OT hr	Direct Cost (\$)	
PART VII - ADDITIONAL ENGINEERING SERVICES									
a Plan/Profile Sheets	4	11	20	58	0	220	4		\$ 6,753.00
b Project Specifications	4	4	10	18	0	0	12		\$ 1,130.00
c Sub-Consultant Coordination	1	6	8	0	0	0	0		\$ 465.00
d Utility Locations/Coordination	2	4	8	20	0	8	4		\$ 1,101.00
e Preliminary Submittal to City	1	4	4	9	0	18	0		\$ 843.00
f Final Documents	2	4	10	12	0	20	0		\$ 1,153.00
g Engineer's Estimate	2	4	10	10	0	0	12	\$ -	\$ 873.00
Subtotal Part VII	16	37	70	127	0	266	32	\$ -	\$ 12,319.00
PART VIII - SUBCONSULTING (Additional Engineering Services)									
a. Electrical Engineering								\$ 4,500.00	\$ 4,500.00
b. Design Survey and Control								\$ 1,029.00	\$ 1,029.00
Subtotal Part X								\$ 5,529.00	\$ 5,529.00
PART IX - OTHER DIRECT COSTS (Additional Engineering Services)									
a. Computer Usage								\$ 400.00	\$ 400.00
b. Plotting Costs								\$ 60.00	\$ 60.00
c. Printing Costs								\$ 100.00	\$ 100.00
d. Specification Printing								\$ 40.00	\$ 40.00
Subtotal Part IX								\$ 600.00	\$ 600.00
Total Labor PARTS VII.	16	37	70	127	0	266	32	\$ -	\$ 12,319.00
Additional Engineering Services:									
Total Labor:								\$	12,319.00
Overhead:								\$	22,174.00
Sub-consulting Labor:								\$	5,529.00
Other Direct Costs:								\$	600.00
Fee:								\$	4,211.00
Total Additional Services:								\$	44,833.00
Total Project:								\$	588,583.00

APPENDIX 'C'
LABOR RATES

ENGINEERING LABOR RATES

CLASSIFICATION	HOURLY RATE
Project Director	\$35.05 /hr
Project Manager	34.62 /hr
Project Engineer	27.60 /hr
Engineer	23.08 /hr
Resident Engineer	21.10 /hr
CADD Technician	19.48 /hr
Clerical	13.00 /hr
Engineering Direct Labor Overhead Expenses	180%
Direct Costs	Invoice+ 10%

SURVEYING LABOR RATES

CLASSIFICATION	HOURLY RATE
Project Director	\$41.45/hr
Principal Engineer	28.50/hr
Project Survey Manager	22.50/hr
Senior Engineering/Drafting Technician	17.67/hr
Senior Party Chief	10.50/hr
Instrument Man	7.25/hr
Registered Surveyor	14.02/hr
Clerical Support	11.68/hr
Survey Direct Labor Overhead Expenses	139%
Direct Costs	Invoice+10%

APPENDIX 'C' (Cont'd)
GEOTECHNICAL INVESTIGATION FEE SCHEDULE

CLASSIFICATION	HOURLY RATE
Mobilization of \$1.40/mile (each way)** (from Fayetteville, AR)	\$75.00 minimum
Soil Drilling Including Sampling	10.00 per foot
Rock Drilling (Rotary Bit)*	12.00 per foot
Rock Coring (Diamond Bit)***	30.00 per foot
Boring Setup Charge	25.00 per each
Standby Time (Rlg and Crew On-Site), if required	80.00 per hour
Layout of Boring	60.00 per hour
Crew Travel Time	60.00 per hour
Per Diem (per night)	60.00 per man
Atterberg Limits	45.00 each
Moisture Content	8.00 each
Unit Weight Test (Soil Sample)	8.00 each
Unconfined Compression Test	40.00 each
Gradation Tests - Dry Sieve	6.00 each
Wet Sieve	25.00 each
California Bearing Ration (CBR) - with Std Proctor	250.00 each
with Mod Proctor	275.00 each
In-situ Permeability	125.00 each
In-situ Permeability (Flexwall)	200.00 each
Remolded Sample	50.00 each
Triaxial Test (Single Stage)	120.00 each
Triaxial Test (Multi-Stage)	150.00 each
Remolded Sample	50.00 each
Draftsman	40.00 per hour
Senior Draftsman	55.00 per hour
Clerical	31.00 per hour
Design Engineer	55.00 per hour
Project Engineer (Soils Engr.)	65.00 per hour
Project Manager (Senior Soils Engr.)	95.00 per hour
Principal Engineer	100.00 per hour
Senior Engineering Technician	55.00 per hour
Engineering Technician	40.00 per hour
Soils Technician	30.00 per hour
Two Flagmen	50.00 per hour
Mileage	0.32 per mile
Backhoe Rental (4 hour minimum)	50.00 per hour
Dozer Rental (4 hour minimum)	65.00 per hour
* Rock Bits	275.00 each
*** Diamond Bits	460.00 each

*** The Client is responsible for providing access to the site. The Client is responsible for all costs for site mobilization through unstable soil when a dozer is required to move the drill rig around the site. The Client is responsible for all costs involving clearing and access path to each boring location. The Client is responsible for drill bit costs while drilling into and/or through a chert, a very hard limestone formation, or other very hard formation whenever new or slightly used drill bits are worn out during the drill operations.

Hourly Rates subject to adjustment annually, on/about July 1st.

APPENDIX "D"
BASIS FOR DESIGN SURVEY
CITY OF FAYETTEVILLE, ARKANSAS

APPENDIX "D"										
BASIS FOR DESIGN SURVEY										
CITY OF FAYETTEVILLE, ARKANSAS										
WORK TASK DESCRIPTION	HOURLY RATE WORK									Total Survey Cost Estimate (\$)
	Estimated Manhours									
	Project Director hr	Principal Engineer hr	Project Survey hr	Senior Eng/Draft hr	Senior Party hr	Instr Man hr	Reg Surveyor hr	Clencal hr	Total Hours	
Design Survey	5	20	35	400	500	500	22	10	1492	\$ 17,932.99
										\$ -
					Total Direct Labor					\$ 17,933.00
					Payroll Expenses					\$ 6,994.00
					Subtotal Direct Payroll					\$ 24,927.00
									2000	\$ 640.00
					Reproduction, Materials, Supplies					\$ 860.00
					Subtotal Direct Costs					\$ 26,427.00
					Indirect Costs					\$ 32,505.00
					Subtotal Direct and Indirect					\$ 58,932.00
					Fee					\$ 7,072.00
					SURVEY TOTAL COST:					\$ 68,004.00
Control Staking	0	1	2	4	16	16	2	1	42	\$ 467.50
										\$ -
					Total Direct Labor					\$ 468.00
					Payroll Expenses					\$ 183.00
					Subtotal Direct Payroll					\$ 651.00
									201	\$ 64.00
					Reproduction, Materials, Supplies					\$ 84.00
					Subtotal Direct Costs					\$ 799.00
					Indirect Costs					\$ 983.00
					Subtotal Direct and Indirect					\$ 1,782.00
					Fee					\$ 214.00
					SURVEY TOTAL COST:					\$ 1,996.00
City Additional Work Survey and Control Staking	0	0	2	2	8	8	1	1	22	\$ 248.00
										\$ -
					Total Direct Labor					\$ 248.00
					Payroll Expenses					\$ 97.00
					Subtotal Direct Payroll					\$ 345.00
									85	\$ 27.00
					Reproduction, Materials, Supplies					\$ 40.00
					Subtotal Direct Costs					\$ 412.00
					Indirect Costs					\$ 507.00
					Subtotal Direct and Indirect					\$ 919.00
					Fee					\$ 110.00
					SURVEY TOTAL COST:					\$ 1,029.00

APPENDIX "E"
BASIS FOR GEOTECHNICAL INVESTIGATION
CITY OF FAYETTEVILLE, ARKANSAS

Item	WORK TASK DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED
1	General, Mobilization, Utilities and Clearing	10	Trips	\$ 75.00	\$ 750.00
	Equipment Mobilization and Demobilization (Per Trip)	50	HR	\$ 40.00	\$ 2,000.00
	Engineering Technician (For Utility Locations "One Call")	40	HR	\$ 65.00	\$ 2,600.00
	Dozer Rental (For Clearing Sites)(4 Hr. Min./day)	60	HR	\$ 30.00	\$ 1,800.00
	Soils Technician (Clearing of Sites)	12	HR	\$ 50.00	\$ 600.00
	Two Flagman (For Drilling)				\$ -
	Sub-Total:				\$ 7,750.00
2	Project Setup				
	Boring Setup Charges	40	EA	\$ 25.00	\$ 1,000.00
	Drill Rig and Crew Standby Time (During Clearing)	20	HR	\$ 80.00	\$ 1,600.00
	Boring Layout	40	HR	\$ 60.00	\$ 2,400.00
	Sub-Total:				\$ 5,000.00
3	Soil Drilling and Sampling, ASTM D-1586 & ASTM D-1587				
	Soil Drilling in Building Area (40 Borings - 12 feet max depth)	480	LF	\$ 10.00	\$ 4,800.00
	Diamond Core Drilling	40	LF	\$ 30.00	\$ 1,200.00
	Sub-Total:				\$ 6,000.00
4	Geotechnical Engineering Report and Recommendations				
	Engineering Supervision (Project Manager)	10	HR	\$ 95.00	\$ 950.00
	Engineering Analysis & Recommendations (Project Engr)	20	HR	\$ 65.00	\$ 1,300.00
	Senior Engineering Technician	32	HR	\$ 55.00	\$ 1,760.00
	Report Preparation (Clerical)	2	HR	\$ 30.00	\$ 60.00
	Sub-Total:				\$ 4,070.00
	ESTIMATE GEOTECHNICAL INVESTIGATION AND ENGINEERING:				\$ 22,820.00

Note: Maximum 40 borings - any additional borings or items shall be according to attached Fee Schedule "Appendix 'B' - Geotechnical

APPENDIX "F"
BASIS FOR EASEMENT PREPARATION AND EXHIBITS
CITY OF FAYETTEVILLE, ARKANSAS

APPENDIX "F"											
BASIS FOR EASEMENT PREPARATION AND EXHIBITS											
CITY OF FAYETTEVILLE, ARKANSAS											
	HOURLY RATE WORK									Total Survey Cost Estimate	
	Estimated Manhours										
	Project Director	Principal Engineer	Project Survey Manager	Senior Eng/Draft Tech	Senior Party Chief	Instr. Man	Reg. Surveyor	Clerical	Total Hours		
WORK TASK DESCRIPTION	hr	hr	hr	hr	hr	hr	hr	hr		(\$)	
Easements											
Title Research and Preparation	1	3	4				266	22	296	\$ 4,203.00	
										\$ -	
					Total Direct Labor					\$ 4,203.00	
					Payroll Expenses					\$ 1,639.00	
					Subtotal Direct Payroll					\$ 5,842.00	
					Travel - @ \$0.32/mi.					0	\$ -
					Reproduction, Materials, Supplies					\$ 164.00	
					Subtotal Direct Costs					\$ 6,006.00	
					Indirect Costs					\$ 7,387.00	
					Subtotal Direct and Indirect					\$ 13,393.00	
					Fee					\$ 1,607.00	
					SURVEY TOTAL COST:					\$ 15,000.00	

STAFF REVIEW FORM

BID 99-27

A.3.1

xx

AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting March 2, 1999

FROM:

<u>Connie Edmonston</u>	<u>Parks & Recreation</u>	<u>Public Works</u>
Name	Division	Department

ACTION REQUIRED:

Approval of bid award #99-27 for ballfield fencing at Lake Fayetteville Softball Complex fields #2 and #3 and Babe Ruth baseball fields #1 and #2 to Modern Fence in the amount of \$48,536 and approval of attached budget adjustment.

COST TO CITY:

\$15,000

~~\$99,000~~

\$48,536

Cost of this Request

4470-9470-5806-00

4470-9470-5806-00

Account Number

99026

024

Project Number

Category/Project

Budget

0

\$150

Funds Used To Date

\$15,000

\$98,850

Remaining Balance

Parks Improvements

Category/Project Name

Lake Fay Softball Complex

Babe Ruth Ballpark

Program Name

Sales Tax Capital

Fund

BUDGET REVIEW:

xx

Budgeted Item

Budget Adjustment Attached

[Signature]
 Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn J. Chamer
 Accounting Manager

2-16-99
 Date

[Signature]
 City Attorney

2-17-99
 Date

P. Vice
 Purchasing Officer

2-16-99
 Date

STAFF RECOMMENDATION:
 Approval of bid award.

Connie Edmonston
 Division Head

2-16-99
 Date

Charles Varace
 Department Director

2-18-99
 Date

[Signature]
 Administrative Services Director

10 FEB 99
 Date

[Signature]
 Mayor

2/18/99
 Date

Cross Reference

New Item: Yes No

Prev Ord/Res
#:Orig Contract
Date:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council

THRU: Charlie Venable, Public Works Director

FROM: *C.E.*
Connie Edmonston, Parks & Recreation Superintendent

DATE: February 16, 1999

RE: Bid Award #99-27

The Parks and Recreation Division requests approval of bid #99-27 to Modern Fence in the amount of \$48,536. The project would replace the fencing at Lake Fayetteville Softball Complex fields #2 and #3 and would replace the backstops at Babe Ruth Baseball Complex fields #1 and #2. These fences were old and require replacement for safety, aesthetic and program quality needs. Two bids were received with Modern Fence quoting the low bid. The fences need to be replaced before the 1999 ball season if time permits. The Babe Ruth Baseball Complex project will also include building a new concession/restroom facility with assistance from the Babe Ruth Association.

Attachment:
Tabulation of Bids

9-fencebid

BID: 99-27
DATE: 2/16/99
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: BALLFIELD FENCING

BIDDER	ITEM #1	DED ALT
--------	---------	---------

SOUTHWEST FENCE

\$50,958.00

\$19,220.00

MODERN FENCE

\$48,536.00

\$23,631.00

BID 99-27
A.3.3

CERTIFIED BY:

P. Vice

PURCHASING MANAGER

R. Williams

WITNESS

DATE

2/16/99

BID 99-27

A.3.4

City of Fayetteville, Arkansas
Budget Adjustment Form

1999	Department: Sales Tax Capital Improvement Fund	Date Requested 02/17/99	Adjustment #
	Division:		
	Program:		

Project or Item Requested: Additional funding is requested for Lake Softball Complex Improvements.	Project or Item Deleted: None. A portion of the funds programmed for Babe Ruth Ballpark Complex is proposed for this adjustment.
--	--

Justification of this Increase: The project bid was greater than the budgeted amount for the fence replacement.	Justification of this Decrease: Sufficient funding will remain to complete the planned improvements for the project.
---	--

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Park Improvements	19,806	4470 9470 5806 00	99026 1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Park Improvements	19,806	4470 9470 5806 00	99024 1

Approval Signatures

Requested By: [Signature] Date: 2-17-99
 Budget Coordinator: [Signature] Date: 2/17/99
 Department Director: [Signature] Date: 2-18-99
 Admin. Services Director: [Signature] Date: 18 FEB 99
 Mayor: _____ Date: _____

Budget Office Use Only

Type: A B C (D) E
 Date of Approval: _____
 Posted to General Ledger: _____
 Posted to Project Accounting: _____
 Entered in Category Log: _____

STAFF REVIEW FORM

WALKER PARK
A.4.1

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting March 2, 1999
 FROM:

<u>Connie Edmonston</u>	<u>Parks & Recreation</u>	<u>Public Works</u>
Name	Division	Department

ACTION REQUIRED:

Approval of a budget adjustment to reconstruct the southwest parking lot at Walker Park.

COST TO CITY:

<u>\$35,396</u>	<u>- 0 -</u>	<u>Park Improvements</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>4470-9470-5B19-00</u>		
Account Number	Funds Used To Date	Program Name
<u>99052-1</u>	<u>- 0 -</u>	<u>Sales Tax CAPITAL</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item xx Budget Adjustment Attached
Steph Sands Administrative Services Director
 Budget Coordinator

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

<u>Marilyn J. Cramer</u>	<u>2-12-99</u>	<u>ADA Coordinator</u>	<u>Date</u>
Accounting Manager	Date		
<u>Paul J. [Signature]</u>	<u>2-16-99</u>	<u>Yolanda Fields</u>	<u>2-14-99</u>
City Attorney	Date	Internal Auditor	Date
<u>Vice</u>	<u>2-16-99</u>		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Approval of budget adjustment.

<u>Connie Edmonston</u>	<u>2-12-99</u>
Division Head	Date
<u>Charles [Signature]</u>	<u>2-16-99</u>
Department Director	Date
<u>W. D. Cross</u>	<u>16 FEB 99</u>
Administrative Services Director	Date
<u>Paul [Signature]</u>	<u>2/16/99</u>
Mayor	Date

Cross Reference

New Item: Yes No

Prev Ord/Res
#: _____Orig Contract
Date: _____

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council

THRU: Charlie Venable, Public Works Director

FROM: *C. E. P.*
Connie Edmonston, Parks & Recreation Superintendent

DATE: February 12, 1999

RE: Budget Adjustment Approval

The Parks and Recreation Division requests approval of a budget adjustment to resurface the parking lot at Walker Park that is located on the southwest side between the ballfields and creek. (See location map.) Parks staff used heavy equipment in the park to dig a french drain and to build the base pad for the new batting cages in December and January. The parking lot already had some problems and that is the reason the french drain was being installed. The parking lot unexpectedly failed and the equipment made deep ruts in the asphalt. The lot needs to be repaired before the spring baseball and soccer season begin. The Street Division can repair the parking lot at a cost of \$35,396. The work would involve removing the existing asphalt, creating a new base and applying 2 inches of asphalt. We are planning on saving the existing curb. Using the Street Division to reconstruct this lot will save the Parks Division funding. We are requesting funds left from the parks maintenance complex be utilized for this project. If you have any questions concerning this budget adjustment, please call me at 444-3473.

Attachments:
Park map
Street Division cost estimate

CLAIKE PARK, W. Ind.

1-22-94
57.2

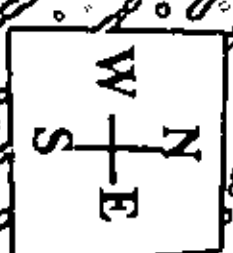
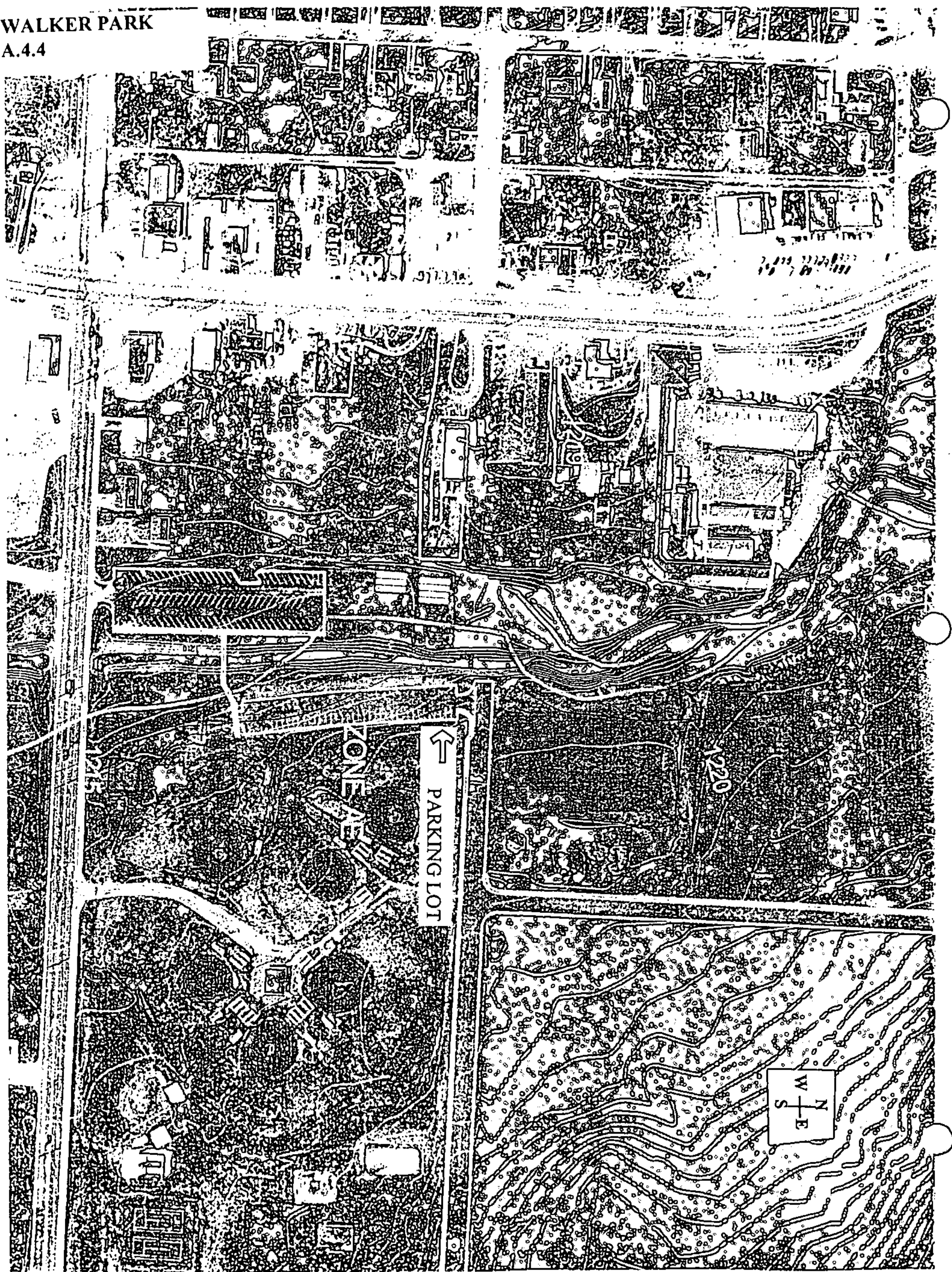
15. July 1895

WALKER PARK

KS

WALKER PARK

A.4.4



WALKER PARK

A.4.4

City of Fayetteville, Arkansas
Budget Adjustment Form

WALKER PARK

A.4.5

Budget Year 1999	Department: Sales Tax Capital Improvement Fund Division: Program:	Date Requested 02/12/99	Adjustment #
---------------------	---	----------------------------	--------------

Project or Item Requested:

Approval of funding to repair a parking lot at Walker Park and to establish a project.

Project or Item Deleted:

Funding from the Parks Maintenance Complex project is proposed for this adjustment.

Justification of this Increase:

While installing a french drain the parking lot failed. The parking lot needs to be repaired prior to the start of the spring baseball/ soccer season.

Justification of this Decrease:

The parking lot repair project is of a higher priority.

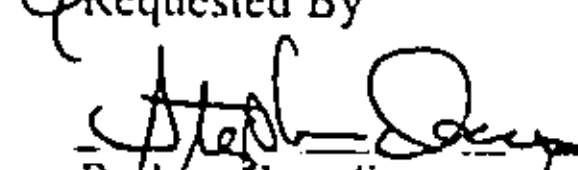
Increase Expense (Decrease Revenue)

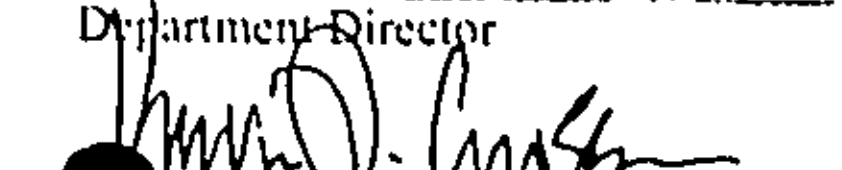
Account Name	Amount	Account Number	Project Number
Parking Lot Improvements	35,396	4470 9470 5819 00	99052 1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Building Improvements	35,396	4470 9470 5804 00	97019 1

Approval Signatures


 Requested By 2-12-99
 Date

 Budget Coordinator 2-12-99
 Date

 Department Director 2-16-99
 Date

 Min. Services Director 16 FEB 99
 Date
 Mayor _____
 Date

Budget Office Use Only

Type: A B C D E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____

STAFF REVIEW FORM

XXXX AGENDA REQUEST
XXXX CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting of March 02, 1999

FROM:

Wayne Ledbetter *WLB* Engineering Public Works
Name Division Department

ACTION REQUIRED: Approval of the contract for Old Missouri Rd. and Zion Rd. intersection improvements with Tomlinson Asphalt Company, in the amount of \$ 484,948.75 plus a contingency of 10% (\$ 48,501.25) totaling \$ 533,450. Approval of budget adjustment adding funds to the project is also requested.

COST TO CITY:

\$ 533,450	\$ 392,649	Old Missouri Rd./
Cost of this Request	Category/Project Budget	Zion Rd. Intersection
		Category/Project Name
4470-9470-5809-00	\$ 66,422	Street Improvements
Account Number	Funds Used To Date	Program Name
97027-0010	\$ 326,227	Sales Tax
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XXXX Budgeted Item XXXX Budget Adjustment Attached

Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager Date ADA Coordinator Date

City Attorney Date Internal Auditor Date

Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommends that the Council approve the contract with Tomlinson Asphalt Company, for reconstruction of the Old Missouri Rd. and Zion Rd. intersection.

Jim Benson 2/17/99
Division Head Date

Department Director Date

Administrative Services Director Date

Mayor Date

Cross Reference

New Item: **Yes**

Prev Ord/Res #: _____

Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Mayor Fred Hanna
Charles Venable, Public Works Director
Don Bunn, Assistant Public Works Director
Jim Beavers, City Engineer *JB*

From: Wayne Ledbetter, Engineering *WLB*

Date: February 16, 1998

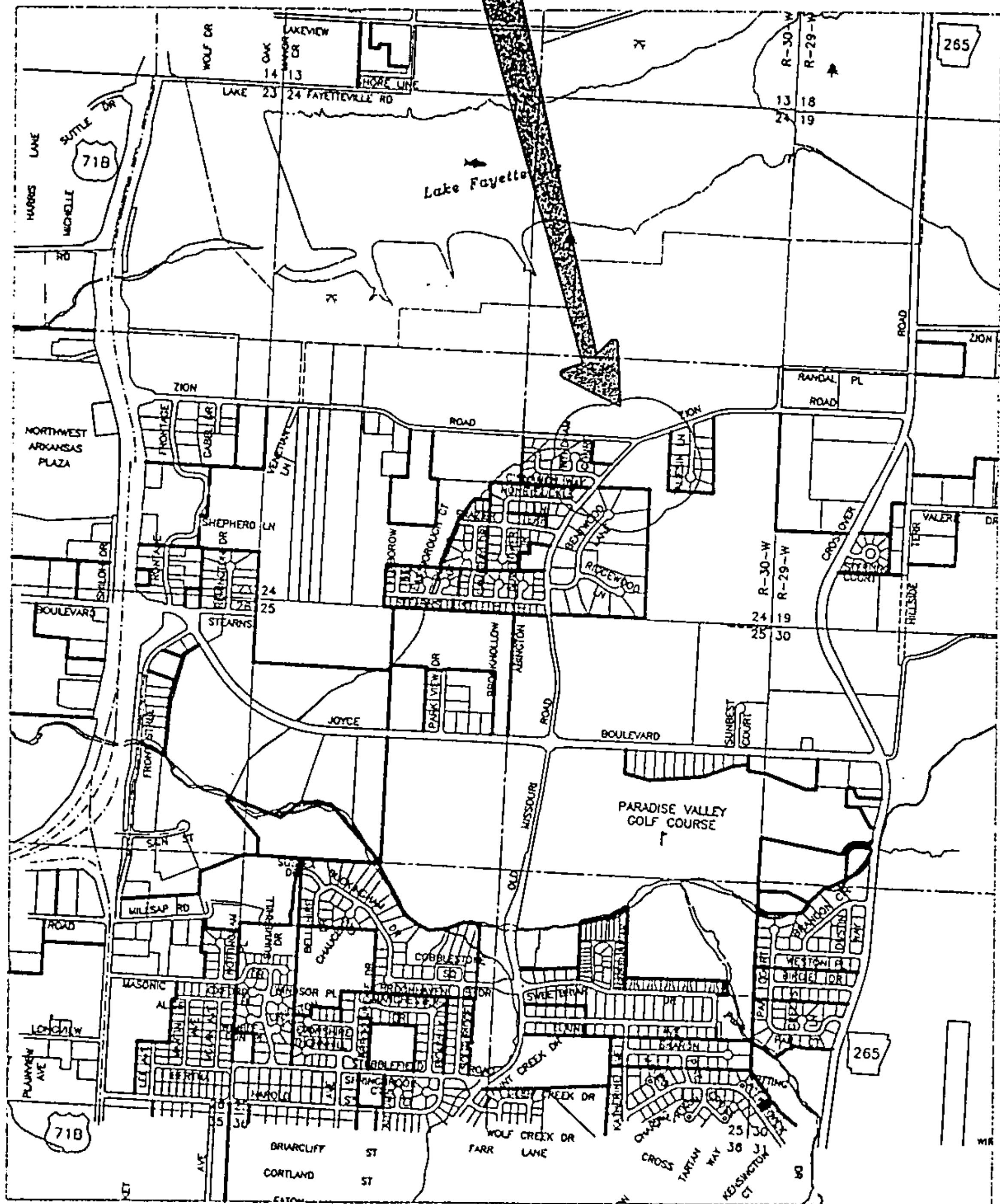
RE: Old Missouri Rd. and Zion Rd. Intersection
Construction Contract with Tomlinson Asphalt

1. **Existing Conditions.** Old Missouri Rd and Zion Rd are two-lane asphalt surface streets with open ditches and shoulders. Zion lays east and west while Old Missouri lays northeast to southwest and both converge to create a "Y" intersection. These streets typically have stormwater runoff conveyed by the open ditches. They are both presently classified as collectors.

2. **Proposed conditions.** The Old Missouri Rd. and Zion Rd. intersection will be constructed according to the City of Fayetteville's present pavement and drainage criteria. These pavement sections will be planned for asphalt with concrete curb and gutter. Additional improvements will include minor drainage construction. The intent of this improvement is to create a safer intersection and improve the level of service for vehicular traffic.

There is \$ 326,227 left in the approved Capital Improvement Plan for this project. With a construction bid of \$ 484,948.75 from Tomlinson Asphalt and a requested construction contingency of \$ 48,501.25 (total being \$ 533,450), the budget would need adjustment to fund the proposed construction costs. The budget is deficit \$ 207,233. We are requesting a budget adjustment of \$ 215,000 to provide enough monies to fund construction of the project, testing of construction of materials, and possibly some other minor costs. Also, we are requesting that contingency monies that may possibly be needed be utilized by Mayoral approval.

3. **Staff Recommendation.** The Staff recommends that the Council approve the construction contract with Tomlinson Asphalt Company and the budget adjustment.



ZION Rd & OLD MISSOURI Rd

DOCUMENT 00500

CONTRACT

THIS AGREEMENT, made and entered into on the _____ day of _____, 1999 by and between TOMLINSON ASPHALT CO., INC. herein called the Contractor, and the City of Fayetteville, Arkansas, hereinafter called the Owner:

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor shall furnish all the materials, and perform all of the work in manner and form as provided by the following enumerated Drawings, Specifications, and Documents, which are attached hereto and made a part hereof, as if fully contained herein and are entitled Zion and Old Missouri Road Intersection Improvements, dated January, 1999.

Advertisement for Bids
Instructions to Bidders
Bid and acceptance thereof
Performance Bond

Payment Bond
General Conditions
Supplemental Conditions
Specifications
Drawings (Sheet 1 thru 17, see Index
on Cover Sheet)

2. That the Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Bid, in lawful money of the United States, the amount of:
Four Hundred Eighty Four Thousand Nine Hundred Forty Eight and 75/100 Dollars (\$484,948.75).
3. The Work will be substantially completed within 180 days after the date when the Contract Time commences to run as provided in Notice to Proceed, and completed and ready for final payment in accordance with the General Conditions within 180 days after the date when the Contract Time commences to run.

4. Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and the Owner will suffer financial loss if the Work is not completed within the times specified in above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Four Hundred Fifty Dollars (\$450.00) for each day that expires after the time specified in Paragraph 3 for Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3 above for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Four Hundred Fifty Dollars (\$450.00) for each day that expires after the time specified in Paragraph 3 for completion and readiness for final payment.
5. On receipt of an approved payment request, the Owner will make all the required internal review. The Owner will make every effort to pay the Contractor within 30 days, but the owner can not guarantee this 30 day period can be met each time. The Owner shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, LESS the retainage provided in the General Conditions, which is to be withheld by the Owner until all work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Owner.
6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such bond to be unsatisfactory or if, for any reason such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within 5 days after the receipt of notice from the Owner, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

OLD MISSOURI/ZION

A.5.6

8. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the Owner in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

SEAL:

WITNESSES:

TOMLINSON ASPHALT, INC.

CONTRACTOR

By

[Signature]

Title

ATTEST:

CITY OF FAYETTEVILLE, ARKANSAS

OWNER

By

Fred Hanna, Mayor

Clerk

BIDDERS LIST

CITY OF FAYETTEVILLE
FAYETTEVILLE PROJECT 99-19
ZION AND OLD MISSOURI ROAD INTERSECTION IMPROVEMENTS

CONTRACTOR	TOTAL BASE BID
TOMLINSON ASPHALT CO, INC.	\$484,948.75
TOWNSHIP BUILDERS	\$544,296.00
WILLIAM G. SWEETSER	\$551,277.00
MOBLEY CONTRACTORS	\$571,062.49
MITCHENER EXCAVATION, INC.	\$589,249.00
APAC ARKANSAS, INC.	
MCCLINTON-ANCHOR DIV	\$624,888.00

Note: Low bid is less than Engineer's Estimate.

OLD MISSOURI/ZION and Old Missouri Road Intersection Improvements
A.5.8 35 FAYETTEVILLE BID NO. 99-19
 1, 1999 2PM

Item #	Description	Qty.	Unit	Bidder 1 40940799		Bidder 2 39640699	
				TOMLINSON ASPHALT CO		TOWNSHIP BUILDERS, INC.	
				Unit Price	Extended	Unit Price	Extended
1	Act 291, 1993 Trench and Excavation Safety System	1	LS	\$600.00	\$600.00	\$4,000.00	\$4,000.00
2	Traffic Control & Maintenance of Traffic	1	LS	\$21,880.00	\$21,880.00	\$9,000.00	\$9,000.00
3	Mobilization	1	LS	\$1,600.00	\$1,600.00	\$9,436.00	\$9,436.00
4	Clearing & Grubbing	1	LS	\$9,300.00	\$9,300.00	\$6,000.00	\$6,000.00
5	Remove and Dispose of Existing Drainage Pipe, Headwalls, Curb & Gutter and etc.	1	LS	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00
6	Asphalt or Concrete Pavement Removal	1560	SY	\$1.40	\$2,184.00	\$6.00	\$9,360.00
7	Milling of Asphalt Pavement	460	SY	\$6.60	\$3,036.00	\$6.00	\$2,760.00
8	Unclassified Excavation (Plan Quantity)	3400	CY	\$4.25	\$14,450.00	\$5.00	\$17,000.00
9	Site Embankment from Unclassified Excavation (Plan Quantity)	950	CY	\$4.00	\$3,800.00	\$7.00	\$6,650.00
10	Select Borrow Embankment (Plan Quantity)	2384	CY	\$9.30	\$22,171.20	\$13.00	\$30,992.00
11	Type I Concrete Ditch	65	LF	\$122.00	\$7,930.00	\$234.00	\$15,210.00
12	Undercut and Backfill with Select Fill	200	CY	\$12.60	\$2,520.00	\$16.00	\$3,200.00
13	Rock Excavation	150	CY	\$75.00	\$11,250.00	\$28.00	\$4,200.00
14	2" Type II Asphalt Surface Course with Tack Coat	550	TN	\$38.15	\$20,982.50	\$39.00	\$21,450.00
15	Type II Asphalt Binder Course with Prime Coat	590	TN	\$35.75	\$21,092.50	\$40.00	\$23,600.00
16	Type II Asphalt Binder (Leveling Course) with Tack Coat	650	TN	\$36.20	\$23,530.00	\$38.00	\$24,700.00
17	Class 7 Aggregate Base Course	960	TN	\$14.30	\$13,728.00	\$17.00	\$16,320.00
18	Concrete Curb and gutter	1320	LF	\$8.85	\$11,682.00	\$11.00	\$14,520.00
19	Concrete Driveway (6" thick w/6" Class 7 Base)	290	SY	\$30.25	\$8,772.50	\$31.00	\$8,990.00
20	4" Concrete Sidewalk w/Handicap Ramps	615	SY	\$22.10	\$13,591.50	\$26.00	\$15,990.00
21	18" RCP, Class III	408	LF	\$34.55	\$14,096.40	\$45.00	\$18,360.00
22	24" RCP, Class III	45	LF	\$53.00	\$2,385.00	\$56.00	\$2,520.00
23	34 x 53 RCPHE Class III	986	LF	\$106.75	\$105,255.50	\$100.00	\$98,500.00
24	18" Flared End Section w/Curtain Wall	6	EA	\$1,000.00	\$6,000.00	\$700.00	\$4,200.00
25	Wingwall Sta 10+22 LT	1	EA	\$5,800.00	\$5,800.00	\$6,200.00	\$6,200.00
26	Wingwall Sta 9+98 RT	1	EA	\$8,900.00	\$8,900.00	\$7,800.00	\$7,800.00
27	Wingwall & Railing Sta 18+34	1	EA	\$3,835.00	\$3,835.00	\$4,500.00	\$4,500.00
28	Install Gutter Drain and Concrete Encased PVC Piping	300	LF	\$86.67	\$26,001.00	\$120.00	\$36,000.00
29	Concrete Curb Inlet or Junction Box Type I	6	EA	\$1,600.00	\$9,600.00	\$2,900.00	\$17,400.00
30	4' Extended Curb Inlet Throat	5	EA	\$400.00	\$2,000.00	\$250.00	\$1,250.00
31	8' Extended Curb Inlet Throat	3	EA	\$700.00	\$2,100.00	\$550.00	\$1,650.00
32	12' Extended Curb Inlet Throat	1	EA	\$1,000.00	\$1,000.00	\$800.00	\$800.00
33	Conc Curb Inlet or Junction Box Type II	6	EA	\$2,200.00	\$13,200.00	\$2,900.00	\$17,400.00
34	Concrete Inlet #2, Type III	1	EA	\$2,750.00	\$2,750.00	\$3,000.00	\$3,000.00
35	Adjust Existing Sanitary Manhole Ring and Cover	2	EA	\$772.50	\$1,545.00	\$400.00	\$800.00
36	18" Steel Sewer Line Encasement	85	LF	\$74.15	\$6,302.75	\$145.00	\$12,325.00
36A	10" PVC SDR-26 Sewer Line Replacement	90	LF	\$12.90	\$1,161.00	\$22.00	\$1,980.00
37	18" Deep Rip Rap with Geotextile Fabric	65	SY	\$24.15	\$1,569.75	\$35.00	\$2,275.00
38	Topsoil Removal & Replacement	650	CY	\$12.65	\$8,222.50	\$6.00	\$3,900.00
39	Imported Topsoil	300	CY	\$5.65	\$1,695.00	\$14.00	\$4,200.00
40	Seeding, Fertilizing & Mulching	1.5	AC	\$510.00	\$765.00	\$1,500.00	\$2,250.00
41	Solid Sodding	40	SY	\$12.20	\$488.00	\$4.00	\$160.00
42	Remove, Maintain, and Relocate Traffic and Street Signage.	1	LS	\$100.00	\$100.00	\$2,000.00	\$2,000.00
43	Pavement Striping (4" wide)(White or Yellow)	4970	LF	\$0.68	\$3,379.60	\$1.00	\$4,970.00
44	Pavement Striping - Stopbars (12" wide)	40	LF	\$6.30	\$252.00	\$4.00	\$160.00
45	Pavement Striping Words or Arrows	4	EA	\$315.00	\$1,260.00	\$300.00	\$1,200.00
46	Remove, Maintain and Relocate Mailboxes Include New 4x4 Wood Support Post	3	EA	\$50.00	\$150.00	\$60.00	\$180.00
47	Plant 2" - 4" Tree	2	EA	\$380.00	\$760.00	\$350.00	\$700.00
48	New 3 Rail Wood Fence	120	LF	\$8.40	\$1,008.00	\$20.00	\$2,400.00
49	4 Strand Barbed Wire Fence w/Metal Post	42	LF	\$6.30	\$264.60	\$4.00	\$168.00
50	Temporary 4 Strand Barbed Wire Fence w/Metal Post	50	LF	\$5.50	\$275.00	\$4.00	\$200.00
51	8" C900 PVC Water Line	535	LF	\$16.50	\$8,827.50	\$19.00	\$10,165.00
52	6" C900 PVC Water Line	45	LF	\$43.25	\$1,946.25	\$16.00	\$720.00
53	12" x 8" Tapping Sleeve & Valve	1	EA	\$1,250.00	\$1,250.00	\$2,200.00	\$2,200.00
54	6" x 6" Tapping Sleeve & Valve	1	EA	\$1,090.00	\$1,090.00	\$1,600.00	\$1,600.00
55	Ductile Iron Fittings	1500	LB	\$3.70	\$5,550.00	\$3.00	\$4,500.00
56	Water Line Aggregate Backfill	40	TN	\$19.05	\$762.00	\$12.00	\$480.00
57	16" Steel Water Line Encasement	56	LF	\$76.20	\$4,267.20	\$110.00	\$6,160.00
58	5 1/2", 3 Way Fire Hydrant Assembly	1	EA	\$2,315.00	\$2,315.00	\$1,800.00	\$1,800.00
59	Water Meter Setting, Corp Stop and Saddle	4	Ea	\$437.75	\$1,751.00	\$350.00	\$1,400.00
60	3/4" Copper Service Line	150	LF	\$8.75	\$1,312.50	\$4.00	\$600.00
61	Baled Straw Filter Barrier #1	200	LF	\$5.00	\$1,000.00	\$3.00	\$600.00
62	Baled Straw Filter Barrier #3	15	EA	\$75.00	\$1,125.00	\$10.00	\$150.00
63	Filter Fabric Barrier	1030	LF	\$2.70	\$2,781.00	\$1.50	\$1,545.00
64	Rip Rap Filter Barrier	70	TN	\$25.00	\$1,750.00	\$35.00	\$2,450.00
TOTAL BASE BID (Items 1 - 64)					\$484,948.75		\$544,296.00

Item #	Description	Qty.	Unit	Bidder 3		27470399		Bidder 5		7111099	
				WILLIAM G. SWEETSER				MITCHENER EXCAVATION, INC.			
				Unit Price		Extended		Unit Price		Extended	
1	Act 291, 1993 Trench and Excavation Safety System	1	LS	\$500.00		\$500.00		\$500.00		\$500.00	
2	Traffic Control & Maintenance of Traffic	1	LS	\$14,700.00		\$14,700.00		\$30,000.00		\$30,000.00	
3	Mobilization	1	LS	\$1,000.00		\$1,000.00		\$15,000.00		\$15,000.00	
4	Clearing & Grubbing	1	LS	\$16,650.00		\$16,650.00		\$9,000.00		\$9,000.00	
5	Remove and Dispose of Existing Drainage Pipe, Headwalls, Curb & Gutter and etc.	1	LS	\$1,500.00		\$1,500.00		\$9,000.00		\$9,000.00	
6	Asphalt or Concrete Pavement Removal	1560	SY	\$5.00		\$7,800.00		\$7.00		\$10,920.00	
7	Milling of Asphalt Pavement	460	SY	\$6.10		\$2,806.00		\$12.00		\$5,520.00	
8	Unclassified Excavation (Plan Quantity)	3400	CY	\$5.75		\$19,550.00		\$10.00		\$34,000.00	
9	Site Embankment from Unclassified Excavation (Plan Quantity)	950	CY	\$9.75		\$9,262.50		\$3.00		\$2,850.00	
10	Select Borrow Embankment (Plan Quantity)	2384	CY	\$12.75		\$30,396.00		\$10.00		\$23,840.00	
11	Type I Concrete Ditch	65	LF	\$180.00		\$11,700.00		\$175.00		\$11,375.00	
12	Undercut and Backfill with Select Fill	200	CY	\$16.75		\$3,350.00		\$15.00		\$3,000.00	
13	Rock Excavation	150	CY	\$25.00		\$3,750.00		\$25.00		\$3,750.00	
14	2" Type II Asphalt Surface Course with Tack Coat	550	TN	\$42.00		\$23,100.00		\$39.00		\$21,450.00	
15	TY(a) II Asphalt Binder Course with Prime Coat	590	TN	\$41.00		\$24,190.00		\$40.00		\$23,600.00	
16	Type II Asphalt Binder (Leveling Course) with Tack Coat	650	TN	\$41.00		\$26,650.00		\$38.00		\$24,700.00	
17	Class 7 Aggregate Base Course	960	TN	\$13.50		\$12,960.00		\$18.00		\$17,280.00	
18	Concrete Curb and gutter	1320	LF	\$8.50		\$11,220.00		\$10.00		\$13,200.00	
19	Concrete Driveway (6" thick w/6" Class 7 Base)	290	SY	\$28.00		\$8,120.00		\$34.00		\$9,860.00	
20	4" Concrete Sidewalk w/Handicap Ramps	615	SY	\$24.00		\$14,760.00		\$28.00		\$17,220.00	
21	18" RCP, Class III	408	LF	\$32.00		\$13,056.00		\$26.00		\$10,608.00	
22	24" RCP, Class III	45	LF	\$52.00		\$2,340.00		\$44.00		\$1,980.00	
23	34 x 53 RCPHE Class III	986	LF	\$114.00		\$112,404.00		\$94.00		\$92,684.00	
24	18" Flared End Section w/Curtain Wall	6	EA	\$550.00		\$3,300.00		\$700.00		\$4,200.00	
25	Wingwall Sta 10+22 LT	1	EA	\$7,800.00		\$7,800.00		\$6,600.00		\$6,600.00	
26	Wingwall Sta 9+98 RT	1	EA	\$10,800.00		\$10,800.00		\$5,400.00		\$5,400.00	
27	Wingwall & Railing Sta 18+34	1	EA	\$5,800.00		\$5,800.00		\$5,400.00		\$5,400.00	
28	Install Gutter Drain and Concrete Encased PVC Piping	300	LF	\$138.50		\$41,550.00		\$150.00		\$45,000.00	
29	Concrete Curb Inlet or Junction Box Type I	6	EA	\$2,500.00		\$15,000.00		\$2,600.00		\$15,600.00	
30	4' Extended Curb Inlet Throat	5	EA	\$500.00		\$2,500.00		\$1,000.00		\$5,000.00	
31	8' Extended Curb Inlet Throat	3	EA	\$900.00		\$2,700.00		\$2,000.00		\$6,000.00	
32	12' Extended Curb Inlet Throat	1	EA	\$1,300.00		\$1,300.00		\$3,000.00		\$3,000.00	
33	Conc Curb Inlet or Junction Box Type II	6	EA	\$2,600.00		\$15,600.00		\$3,500.00		\$21,000.00	
34	Concrete Inlet #2, Type III	1	EA	\$3,000.00		\$3,000.00		\$5,000.00		\$5,000.00	
35	Adjust Existing Sanitary Manhole Ring and Cover	2	EA	\$850.00		\$1,700.00		\$200.00		\$400.00	
36	18" Steel Sewer Line Encasement	85	LF	\$75.00		\$6,375.00		\$78.00		\$6,630.00	
36A	10" PVC SDR-26 Sewer Line Replacement	90	LF	\$12.75		\$1,147.50		\$12.50		\$1,125.00	
37	18" Deep Rip Rap with Geotextile Fabric	65	SY	\$35.00		\$2,275.00		\$29.00		\$1,885.00	
38	Topsoil Removal & Replacement	650	CY	\$6.50		\$4,225.00		\$10.00		\$6,500.00	
39	Imported Topsoil	300	CY	\$12.50		\$3,750.00		\$10.00		\$3,000.00	
40	Seeding, Fertilizing & Mulching	1.5	AC	\$2,800.00		\$4,200.00		\$2,500.00		\$3,750.00	
41	Solid Sodding	40	SY	\$6.00		\$240.00		\$8.00		\$320.00	
42	Remove, Maintain, and Relocate Traffic and Street Signage.	1	LS	\$300.00		\$300.00		\$5,000.00		\$5,000.00	
43	Pavement Striping (4" wide)(White or Yellow)	4970	LF	\$0.70		\$3,479.00		\$1.00		\$4,970.00	
44	Pavement Striping - Stopbars (12" wide)	40	LF	\$7.00		\$280.00		\$50.00		\$2,000.00	
45	Pavement Striping Words or Arrows	4	EA	\$325.00		\$1,300.00		\$250.00		\$1,000.00	
46	Remove, Maintain and Relocate Mailboxes include New 4x4 Wood Support Post	3	EA	\$150.00		\$450.00		\$100.00		\$300.00	
47	Plant 2" - 4" Tree	2	EA	\$200.00		\$400.00		\$300.00		\$600.00	
48	New 3 Rail Wood Fence	120	LF	\$8.50		\$1,020.00		\$10.00		\$1,200.00	
49	4 Strand Barbed Wire Fence w/Metal Post	42	LF	\$5.50		\$231.00		\$3.50		\$147.00	
50	Temporary 4 Strand Barbed Wire Fence w/Metal Post	50	LF	\$3.50		\$175.00		\$3.50		\$175.00	
51	8" C900 PVC Water Line	535	LF	\$16.50		\$8,827.50		\$17.00		\$9,095.00	
52	6" C900 PVC Water Line	45	LF	\$43.00		\$1,935.00		\$45.00		\$2,025.00	
53	12" x 8" Tapping Sleeve & Valve	1	EA	\$1,250.00		\$1,250.00		\$1,400.00		\$1,400.00	
54	6" x 6" Tapping Sleeve & Valve	1	EA	\$1,160.00		\$1,160.00		\$1,200.00		\$1,200.00	
55	Ductile Iron Fittings	1500	LB	\$3.70		\$5,550.00		\$4.00		\$6,000.00	
56	Water Line Aggregate Backfill	40	TN	\$18.50		\$740.00		\$20.00		\$800.00	
57	16" Steel Water Line Encasement	56	LF	\$75.00		\$4,200.00		\$75.00		\$4,200.00	
58	5 1/2", 3 Way Fire Hydrant Assembly	1	EA	\$2,250.00		\$2,250.00		\$2,500.00		\$2,500.00	
59	Water Meter Setting, Corp Stop and Saddle	4	EA	\$450.00		\$1,800.00		\$500.00		\$2,000.00	
60	3/4" Copper Service Line	150	LF	\$8.75		\$1,312.50		\$10.00		\$1,500.00	
61	Baled Straw Filter Barrier #1	200	LF	\$5.00		\$1,000.00		\$5.00		\$1,000.00	
62	Baled Straw Filter Barrier #3	15	EA	\$80.00		\$1,200.00		\$10.00		\$150.00	
63	Filter Fabric Barrier	1030	LF	\$5.00		\$5,150.00		\$3.00		\$3,090.00	
64	Rip Rap Filter Barrier	70	TN	\$32.00		\$2,240.00		\$25.00		\$1,750.00	
TOTAL BASE BID											

OLD MISSOURI/ZION

A.5.10

1 Missouri Road Intersection Improvements

YETTEVILLE BID NO. 99-19

Bid Date February 11, 1999 2PM

Item #	Description	Qty.	Unit	Bidder 4		Bidder 5	
				3650899		11841299	
				MOBLEY CONTRACTORS, INC.		APAC ARKANSAS, INC. MCCLENTON-ANCHOR DR	
				Unit Price	Extended	Unit Price	Extended
1	Act 291, 1993 Trench and Excavation Safety System	1	LS	\$600.00	\$600.00	\$2,500.00	\$2,500.00
2	Traffic Control & Maintenance of Traffic	1	LS	\$22,898.00	\$22,898.00	\$20,000.00	\$20,000.00
3	Mobilization	1	LS	\$19,090.70	\$19,090.70	\$15,000.00	\$15,000.00
4	Clearing & Grubbing	1	LS	\$4,656.00	\$4,656.00	\$10,000.00	\$10,000.00
5	Remove and Dispose of Existing Drainage Pipe, Headwalls, Curb & Gutter and etc.	1	LS	\$3,132.00	\$3,132.00	\$4,500.00	\$4,500.00
6	Asphalt or Concrete Pavement Removal	1560	SY	\$4.05	\$6,318.00	\$8.00	\$12,480.00
7	Milling of Asphalt Pavement	460	SY	\$13.51	\$6,214.60	\$8.00	\$3,680.00
8	Unclassified Excavation (Plan Quantity)	3400	CY	\$8.22	\$27,948.00	\$10.00	\$34,000.00
9	Site Embankment from Unclassified Excavation (Plan Quantity)	950	CY	\$6.47	\$6,146.50	\$7.00	\$6,650.00
10	Select Borrow Embankment (Plan Quantity)	2384	CY	\$13.18	\$31,421.12	\$9.50	\$22,648.00
11	Type I Concrete Ditch	65	LF	\$132.18	\$8,591.70	\$180.00	\$11,700.00
12	Undercut and Backfill with Select Fill	200	CY	\$19.58	\$3,916.00	\$21.00	\$4,200.00
13	Rock Excavation	150	CY	\$61.40	\$9,210.00	\$62.00	\$9,300.00
14	2" Type II Asphalt Surface Course with Tack Coat	550	TN	\$38.72	\$21,296.00	\$45.00	\$24,750.00
15	Type II Asphalt Binder Course with Prime Coat	590	TN	\$39.96	\$23,576.40	\$40.00	\$23,600.00
16	Type II Asphalt Binder (Leveling Course) with Tack Coat	650	TN	\$37.93	\$24,654.50	\$46.00	\$29,900.00
17	Class 7 Aggregate Base Course	960	TN	\$15.57	\$14,947.20	\$17.50	\$16,800.00
18	Concrete Curb and gutter	1320	LF	\$8.10	\$10,692.00	\$8.50	\$11,220.00
19	Concrete Driveway (6" thick w/6" Class 7 Base)	290	SY	\$24.00	\$6,960.00	\$33.50	\$9,715.00
20	4" Concrete Sidewalk w/Handicap Ramps	615	SY	\$17.82	\$10,959.30	\$22.00	\$13,530.00
21	18" RCP, Class III	408	LF	\$48.74	\$19,885.92	\$37.00	\$15,096.00
22	24" RCP, Class III	45	LF	\$69.85	\$3,143.25	\$58.00	\$2,610.00
23	34 x 53 RCPHE Class III	986	LF	\$103.20	\$101,755.20	\$116.00	\$114,376.00
24	18" Flared End Section w/Curtain Wall	6	EA	\$981.64	\$5,889.84	\$1,100.00	\$6,600.00
25	Wingwall Sta 10+22 LT	1	EA	\$3,542.82	\$3,542.82	\$11,800.00	\$11,800.00
26	Wingwall Sta 9+98 RT	1	EA	\$4,655.18	\$4,655.18	\$6,900.00	\$6,900.00
27	Wingwall & Railing Sta 18+34	1	EA	\$4,096.20	\$4,096.20	\$5,400.00	\$5,400.00
28	Install Gutter Drain and Concrete Encased PVC Piping	300	LF	\$113.07	\$33,921.00	\$178.00	\$53,400.00
29	Concrete Curb Inlet or Junction Box Type I	6	EA	\$2,137.67	\$12,826.02	\$2,700.00	\$16,200.00
30	4' Extended Curb Inlet Throat	5	EA	\$628.95	\$3,144.75	\$480.00	\$2,400.00
31	8' Extended Curb Inlet Throat	3	EA	\$1,285.54	\$3,856.62	\$760.00	\$2,280.00
32	12' Extended Curb Inlet Throat	1	EA	\$1,652.36	\$1,652.36	\$1,180.00	\$1,180.00
33	Conc Curb Inlet or Junction Box Type II	6	EA	\$1,637.14	\$9,822.84	\$3,150.00	\$18,900.00
34	Concrete Inlet #2, Type III	1	EA	\$4,369.03	\$4,369.03	\$4,600.00	\$4,600.00
35	Adjust Existing Sanitary Manhole Ring and Cover	2	EA	\$825.00	\$1,650.00	\$780.00	\$1,560.00
36	18" Steel Sewer Line Encasement	85	LF	\$79.20	\$6,732.00	\$75.00	\$6,375.00
36A	10" PVC SDR-26 Sewer Line Replacement	90	LF	\$13.75	\$1,237.50	\$13.00	\$1,170.00
37	18" Deep Rip Rap with Geotextile Fabric	65	SY	\$32.81	\$2,132.65	\$36.00	\$2,340.00
38	Topsoil Removal & Replacement	650	CY	\$13.64	\$8,866.00	\$10.00	\$6,500.00
39	Imported Topsoil	300	CY	\$13.83	\$4,149.00	\$19.00	\$5,700.00
40	Seeding, Fertilizing & Mulching	1.5	AC	\$2,158.80	\$3,238.20	\$2,300.00	\$3,450.00
41	Solid Sodding	40	SY	\$9.59	\$383.60	\$11.00	\$440.00
42	Remove, Maintain, and Relocate Traffic and Street Signage.	1	LS	\$18,504.00	\$18,504.00	\$2,000.00	\$2,000.00
43	Pavement Striping (4" wide)(White or Yellow)	4970	LF	\$0.77	\$3,826.90	\$0.70	\$3,479.00
44	Pavement Striping - Stopbars (12" wide)	40	LF	\$7.20	\$288.00	\$6.25	\$250.00
45	Pavement Striping Words or Arrows	4	EA	\$360.00	\$1,440.00	\$315.00	\$1,260.00
46	Remove, Maintain and Relocate Mailboxes Include New 4x4 Wood Support Post	3	EA	\$153.38	\$460.14	\$150.00	\$450.00
47	Plant 2" - 4" Tree	2	EA	\$600.00	\$1,200.00	\$1,000.00	\$2,000.00
48	New 3 Rail Wood Fence	120	LF	\$9.00	\$1,080.00	\$9.00	\$1,080.00
49	4 Strand Barbed Wire Fence w/Metal Post	42	LF	\$2.70	\$113.40	\$3.50	\$147.00
50	Temporary 4 Strand Barbed Wire Fence w/Metal Post	50	LF	\$3.60	\$180.00	\$3.50	\$175.00
51	8" C900 PVC Water Line	535	LF	\$17.60	\$9,418.00	\$17.00	\$9,095.00
52	6" C900 PVC Water Line	45	LF	\$48.20	\$2,079.00	\$43.00	\$1,935.00
53	12" x 8" Tapping Sleeve & Valve	1	EA	\$1,342.00	\$1,342.00	\$1,250.00	\$1,250.00
54	6" x 6" Tapping Sleeve & Valve	1	EA	\$1,166.00	\$1,166.00	\$1,100.00	\$1,100.00
55	Ductile Iron Fittings	1500	LB	\$3.96	\$5,940.00	\$3.75	\$5,625.00
56	Water Line Aggregate Backfill	40	TN	\$20.35	\$814.00	\$19.00	\$760.00
57	16" Steel Water Line Encasement	56	LF	\$81.40	\$4,558.40	\$77.00	\$4,312.00
58	5 1/2", 3 Way Fire Hydrant Assembly	1	EA	\$2,475.00	\$2,475.00	\$2,300.00	\$2,300.00
59	Water Meter Setting, Corp Stop and Saddle	4	EA	\$467.50	\$1,870.00	\$440.00	\$1,760.00
60	3/4" Copper Service Line	150	LF	\$10.20	\$1,530.00	\$9.00	\$1,350.00
61	Baled Straw Filter Barrier #1	200	LF	\$3.39	\$678.00	\$3.00	\$600.00
62	Baled Straw Filter Barrier #3	15	EA	\$64.25	\$963.75	\$90.00	\$1,350.00
63	Filter Fabric Barrier	1030	LF	\$4.63	\$4,768.90	\$5.00	\$5,150.00
64	Rip Rap Filter Barrier	70	TN	\$31.30	\$2,191.00	\$30.00	\$2,100.00
TOTAL BASE BID (Items 1 - 64)					\$571,062.49		\$624,888.00

NOTICE OF SELECTION

TO: TOMLINSON ASPHALT CO., INC.
1411 W. Van Asche
Fayetteville, AR 72704

PROJECT DESCRIPTION: Zion and Old Missouri Road Intersection Improvements 99-19

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated February 11, 1999 and Instructions to Bidders.

You are hereby notified that your BID of \$484,948.75 has been selected for consideration by the Fayetteville City Council.

You are required by the Instructions to Bidders to execute the Contract and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you. Furnish six original copies of each document leaving the Contract and Bonds undated.

If you fail to execute said Contract and to furnish said BONDS and certificates within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all this rights arising of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF SELECTION to the OWNER.

Dated this 16th day of Feb., 1999.

McCLELLAND CONSULTING ENGINEERS, INC.

By Arnold D. Rankins
Arnold Rankins, P.E.

Title Albert Wayne Ledbetter
Project Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF SELECTION is hereby acknowledged

by _____,

this the _____ day of _____, 199__

By _____

Title _____

AGENDA REQUEST FORM

XX AGENDA REQUEST,City Council meeting of 2 March 1999FROM: Don Bunn
NamePublic Works Admin
DivisionPublic Works
DepartmentACTION REQUIRED:

Approval of Contract Amendment No 2, NPDES Permitting Assistance, with CH2M Hill in the amount of \$94,370.00

COST TO CITY:\$ 94,370.00
Cost-This Request\$ 1,000,000.00
Category/Project BudgetWastewater Plant Eng.
Category/Project Name5400-5700-5314-00
Account Number\$ -0-
Funds Used To DateProgram Name98047
Project Number\$ 1,000,000.00
Funds RemainingWater and Sewer
Fund CategoryBUDGET/CONTRACT REVIEW:XX Budgeted Item Budget Adj. Attached[Signature]
Budget Coordinator
Date
Administrative Services Director
Date
Accounting Manager2-12-99
Date
ADA Coordinator
Date[Signature]
City Attorney2-16-99
Date
Internal Auditor 5162-14-99 ✓
Date
Purchasing Officer
DateSTAFF RECOMMENDATION:

The staff recommends approval of Contract Amendment No. 2 with CH2M Hill in the amount of \$94,370.00 for NPDES Permit Assistance.

[Signature]
Division Head2/12/99
DateCross Reference[Signature]
Department Director2-16-99
DateNew Item: Yes No[Signature]
Admin Services Director16 FEB 99
DatePrev Ord/Res #: [Signature]
Mayor2/16/99
DateOrig Contract Date: Nov 1996

DEPARTMENTAL CORRESPONDENCE

February 8, 1999

To: Fayetteville City Council

From: Don Bunn, Ass't Public Works Director

Thru: Charles Venable, Public Works Director
Fred Hanna, Mayor

Subject: Engineering Contract Amendment
Permitting Assistance
CH2M Hill

Attached for your review and approval is Contract Amendment No. 2 to the Sewer Study Contract (dated October 1995). The purpose of the Amendment is to provide the necessary engineering services to prepare an NPDES Permit application for submittal to the Arkansas Department of Environmental Quality (ADEQ). Two permit applications will be submitted, one for the revision to the existing permit for the Noland Wastewater Facility and the other for the proposed new wastewater treatment plant in the Illinois River basin. In addition, this Amendment will provide support to Fayetteville in the area of public information relative to the permitting process.

The specific services and their costs are described in Attachment A, Scope of Services dated February 1999. A brief description of each of the tasks involved and the cost of each is given below.

Task 1.1 - Permitting Approach and Application: This task involves meeting with ADEQ to obtain concurrence with them as to the approach to take in developing and submitting applications for new permits, to confirm the two basic discharge scenarios, and to discuss the specific requirements for inclusion of process codes and analytical data in the permit. Cost - \$ 6,979.00

Task 1.2 - Prepare the NPDES Permit Application: This task involves the preparation and submittal of the NPDES Permit Applications and meetings with the ADEQ. Cost - \$8,058.00.

Task 1.3 - Public Information Support: This task involves preparing for and participating in two public hearings, one on the permit applications and another on the revision to the 208 Water Quality Management Plan. Also included are various meetings with the City staff and City Council and other interest groups. Cost - \$23,391.00

Task 1.4 - Determination of the Noland Capacity: The design capacity of the Noland Plant is 11.4 million gallons per day (mgd) based on an average day over a one year period. We have suggested that we feel comfortable with assuming a design flow of 12.4 mgd since we have successfully treated those flows and the present permit is based on that limit. This task will focus on determining if a design flow of greater than 12.4 mgd can be justified as a basis for permitting in the short term. Cost - \$10,022.00

Task 2 - NPDES Projection Modeling: This task involves the work connected with making modeling runs for the various discharge alternatives to provide a basis for technical discharge limitations to be included in our permit application. It includes development of alternative discharge conditions, determining (with ADEQ) the exact model runs required for each discharge scenario, conducting the model runs, and providing the City and ADEQ with a Projection Modeling Report. Cost - \$25,277.00

A summary of the costs is:

Task 1.1	\$ 6,979.00
Task 1.2	8,058.00
Task 1.3	23,391.00
Task 1.4	10,022.00
Task 2	25,277.00
Direct Expenses	<u>9,584.00</u>
Subtotal	\$ 83,311.00
Fixed Fee	<u>11,059.00</u>
Total Contract Amt.	\$ 94,370.00

The approval of this contract will allow us to go forward with our project at this time. It should be noted that while the submittal of the permit applications does not specifically assume constructing a plant on the property on which we have options, it does assume a west side plant discharging into the Goose Creek/Illinois River basins.

It is the recommendation of the Staff that the Council approve Contract Amendment No. 2 for Permitting Assistance in the amount of \$94,370.00.

Contract Amendment No. 2 NPDES Permitting Assistance February 1999

The City of Fayetteville, as OWNER, and CH2M HILL, INC., as ENGINEER, have entered into an AGREEMENT dated October 1995, to furnish engineering services in connection with the preparation of a Wastewater Facilities Plan.

WHEREAS, under Article 1 of the AGREEMENT the OWNER is allowed to amend engineering services, this Amendment modifies the work scope to reflect.

Now, THEREFORE, the parties do mutually agree that the following provisions shall be added and to modify the original AGREEMENT:

Purpose

The purpose of this Amendment is to authorize additional services to:

- Provide necessary engineering services to prepare an NPDES application for submittal to the Arkansas Department of Environmental Quality (ADEQ). Two permits will be submitted one for revision to the existing Noland permit and the other for the proposed new wastewater treatment plant in the Illinois River basin.
- Additionally, this ammendment will provide support to Fayetteville in the area of providing public information relative to the permitting process.

Scope of Services

These additional services are described in detail in Attachment A, Scope of Work, dated February 1999.

Compensation

The work covered in this Amendment No. 2 will be provided for a not-to-exceed budget of Ninety-four Thousand Three Hundred seventy Dollars (\$94,370). Actual reimbursement to the ENGINEER will be according to the original AGREEMENT with a Cost Budget of Eighty-three Thousand Three Hundred eleven Dollars (\$83,311) and a Fixed Dollar Profit of Eleven Thousand Fifty-nine Dollars (\$11,059). A summary breakdown of the estimated costs is shown in Attachment B.

Effective Date and Authorization to Proceed

Receipt of this signed Amendment No. 2 will serve as authorization from the OWNER for the ENGINEER to proceed.

IN WITNESS WHEREOF, the parties execute below:

CITY OF FAYETTEVILLE, a public trust

By _____

Date _____

CH2M HILL, INC., Engineer

By *Murry L. Fleming*
Murry L. Fleming, P.E.

Date 3/8/99

STATE OF Oklahoma)

COUNTY OF Tulsa) ss.

Murry L. Fleming, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the Engineer to submit the above contract to the City of Fayetteville.

Subscribed and sworn to before me this 11th day of February, 1999.

Rhonda L. Luth
Notary Public

My Commission Expires: 7-6-99

Attachment A

Scope of Work Fayetteville NPDES Permitting Assistance February 8, 1999

The following scope of work describes tasks needed to make application for both a revised NPDES permit for Fayetteville's Noland WWTP and to prepare and submit an NPDES application for the new WWTP within the Illinois River basin. Preparation of this application includes conducting projection modeling in both the White River and Goose/Illinois River basins. The previously developed and approved stream models will be used as the basis for development of the required NPDES projection runs.

This NPDES permitting process is only one area that will require a permit. Arkansas requires a separate construction permit with submittal of plans and specifications prior to beginning construction. This includes review and approval of the plans and specifications by the Arkansas Department of Health (ADH). Time requirements for this and other permits will need to be developed by Fayetteville and incorporated into the project's overall schedule.

Task 1 - Permitting Approach & Application

Task 1.1 – Develop Permitting Approach In order to determine the optimum permitting approach for the new WWTP, CH2M HILL proposes to meet with representatives of the Arkansas Department of Environmental Quality (ADEQ) Water Division as the initial step in the process. Given the contentious nature of the permitting proceedings, it is important to have concurrence from ADEQ prior to submitting a document for public review. The meeting is anticipated to include Chuck Bennett, Water Division Chief, and members of his staff to discuss and reach agreement on the following items:

- Determine the status of the new plant in reference to NEPA requirements. Specifically, is the plant a new source or a new discharge? If the plant is a new discharge, as we suspect, an Environmental Assessment (and potentially an Environmental Impact Statement) will not be required.
- At this stage in the planning a decision on solids management has not been made. For example will the solids all be handled in one facility, will private lands be used for land application, etc. Since ADEQ does not have 503 authorization, some details bear discussion. The target approach will be to obtain an NPDES permit with a specific condition that requires the submittal of a solids management plan prior to beginning operation. This will enable Fayetteville to continue to assess biosolids management options while the permitting process proceeds. A separate 503 permit or NPDES permit amendment may be required in 3-5 years. Notification to adjacent landowners is also required if land application of sludge is part of the City's plan.

- Currently, two different discharge scenarios are anticipated which include average day flow of 9.7 mgd to the White River and 11.8 mgd to the Illinois River basin. The two basic discharge scenarios to be evaluated are as follows:
 1. One on the White River and the other just down stream of the Owl/Goose confluence. This model run will also be used to evaluate a combined discharge in the Illinois at Owl/Goose and a reduced discharge into Mud Creek. No projection modeling is anticipated for the Mud Creek discharge since it would involve a reduction of the existing discharge.
 2. One to the White River and the other at the confluence of the Lower Illinois and Goose Creek.
- Identify requirements for the final Water Quality Model submittal and the 208 Plan update.
- Discuss the specific requirements for inclusion of process codes and analytical data in the permit. Develop basic treatment process requirements and flow schematic to meet the proposed permit limits.

As a part of accomplishing the above tasks a meeting will be held with ADH to advise them and provide information relative to Fayetteville's wastewater plans and NPDES permitting approach. A Technical Memorandum will be prepared summarizing the discussions with ADEQ and the recommended permitting approach.

Task 1.2 – Prepare NPDES Application CH2M HILL will prepare the final permit application for execution by the City and submittal to the ADEQ. It is assumed that 10 copies will be prepared.

Task 1.3 – Public Information Support

This scope includes providing assistance in preparing for and participating in the two public hearings that are anticipated as a part of the NPDES approval process. A public hearing will likely be required as a part of the 208 Water Quality Management Plan (WQMP) modification as well as one for the issuance of the NPDES permit itself. This effort is envisioned to include attendance by two individuals and the associated presentation preparation and follow-up response that would be anticipated.

It is anticipated that an increase in the permitted discharge flow will be opposed by the Beaver Water District as well as various interests in Oklahoma. Included in this task is a meeting with BWD, ADEQ and Oklahoma representatives prior to submittal of a permit application. By doing this, the goal is to keep all interested parties fully informed of the logic and purpose of the permitting approach.

An effort has also been included in providing support and briefings with Fayetteville staff and council and other possible interest groups. Actual use of the budgeted effort will be as directed in advance by the City of Fayetteville. If further support beyond this budgeted amount becomes necessary or desired by the City it may be authorized as an additional service.

Task 1.4 – Determine Noland WWTP Capacity

Currently, the Noland WWTP's NPDES permit is based on a discharge flow of 12.4 mgd. This was based on the previous stream modeling that supported a discharge of 6.2 mgd to the White River and the remaining 6.2 mgd to Mud Creek in the Illinois River basin. The modeling and projection runs identified in Task 2 of this scope of work will address the White River's capability to handle an increase from 6.2 mgd to 9.7 mgd. This along with the 6.2 mgd to Mud Creek suggests that the plant must be able to treat a maximum month flow of 15.9 mgd.

Currently, the Noland's NPDES permit corresponds to its 12.4 mgd average day treatment capacity. ADEQ will require that the plant's capacity be justified and documented since the 15.9 mgd exceeds the treatment capacity recognized by ADEQ. Utilizing existing data from the WWTP, CH2M HILL will assess the unit process capacities of the plant. This assessment is aimed at documenting the operating capacity of the facility in order to support an increased flow as a basis for permitting. It is anticipated that a technical memorandum will be prepared and submitted to ADEQ for the purpose of documenting treatment plant capacity.

In order to document the plant's treatment capability and its ability to meet permit limits at an increased flow of 15.9, it is anticipated that additional operational steps will become necessary including the use of additional chemicals. Subjecting the plant to this level of flow and loading is a short term approach to provide time for additional treatment capacity to be brought on line at the proposed new WWTP in the Illinois River basin. Fayetteville will not require long term treatment of 15.9 mgd at the Noland WWTP in the White River Basin. The purpose of this task is to gain an increased White River discharge from 6.2 to 9.7 +/-mgd for a total plant flow of 15.7 +/-mgd. This level of discharge is supported by the water quality modeling (discussed in Task 2) and will be necessary for the 2020 design year flow at both plants, i.e. 11.8 +/- mgd at Illinois and 9.7 +/- mgd at White River. Stress testing the process units in the Noland WWTP is not budgeted in this task but may become necessary to support the permit modification.

Task 2 – NPDES Projection Modeling

It is assumed that there will be no substantive modification needed to the calibrated/verified models for these basins based upon EPA review and approval that has been received to-date. It is also assumed that any future discharges to Mud Creek will result in equal or lower loadings of BOD and ammonia than are currently permitted, meaning that modeling will not be needed.

Task 2.1 – Develop Hydraulic Conditions – Equations will be developed that relate stream flow to velocity, depth and width for each reach of the White River and Goose/Illinois models. Because actual data were available for calibration and verification runs, these relationships were not necessary for that phase of model development. Similarly, the preliminary projection runs were made at river/stream conditions that closely matched calibration data collected either during this study or previous modeling investigations. Because final projection runs will be made for a wider range of flow conditions, the hydraulic equations will be required as a part of that process. These are simple equations

and will be developed from existing data collected for this and other modeling efforts for these streams.

Task 2.2 – Develop List of Project Runs – Together with the City, CH2M HILL will develop a list of alternative discharge conditions in the White River and Goose/Illinois Basins. These will include various design flow and effluent quality combinations. Given the number of different temperature/seasonal conditions that must be investigated for each projection scenario, this task is essential so that optimum discharge scenarios can be identified with a reasonable number of model runs.

Task 2.3 – Define Model Runs Needed for Each Scenario – CH2M HILL will confer with ADEQ to define the model runs that are needed for each discharge scenario. This is needed because of the complexity of Arkansas regulations concerning seasons of the year, temperatures, and dissolved oxygen requirements. ~~(see Section _____ of the calibration report).~~

Task 2.4 – Conduct Model Runs – Using the calibrated/verified MULTI-SIMP models, and the additional information developed in Tasks 2.1-2.3, CH2M HILL will run the projection scenarios. Model output/input will be saved for each run as text files and model files. Plots of dissolved oxygen, BOD, and ammonia will also be printed and saved.

Task 2.5 – Projection Modeling Report – CH2M HILL will prepare a draft report detailing the results of the projection runs. The report will be submitted to the City for review and comment, and revised as appropriate prior to submittal to ADEQ and EPA. The report will provide support of 208 Plan WQMP revision and the NPDES permitting process.

Additional Services

Due to the nature of the project needs, other work items may be required in the future but their scope cannot be determined at this time. Therefore, the City may choose to amend this contract for additional assistance on such items as plant stress testing, additional public information assistance, updating of the wastewater Facilities Plan, regulatory assistance, etc. Any additional service will be specifically identified and scoped at the request of the City of Fayetteville.

Attachment B
Fayetteville, Arkansas
NPDES Permit Application & Projection Modeling
Labor-hour Breakdown
8-Feb-99

[illegible]

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of March 2, 1999.

FROM: Alett Little Planning Public Works
 Name Division Department

ACTION REQUESTED: To approve utility easement vacation 98-12 as requested by Unitarian Universalist Fellowship for property located at 901 West Cleveland, Leverett's Third Addition, Block 3 and a portion of lot 5, 6, 7, and 8. The portion to be vacated is a 15 feet wide alley located south of Lot 5 and 6 and north of Lots 7 and 8.

COST TO CITY:

\$0
 Cost of this request Category/Project Budget Category/Project Name
 Account Number Funds used to date Program Name
 Project Number Remaining balance Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached
 Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:
 Accounting Manager Date 2-12-99 ADA Coordinator Date
 City Attorney Date Internal Auditor Date
 Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommended approval of the easement vacation and the Planning Commission approved the request on Consent Agenda with a unanimous vote of 9-0-0.

Alett Little 2.11.99 Cross Reference
 Division Head Date
Carolyn Little 2-12-99 New Item: Yes No
 Department Director Date
Bob Little 12 FEB 99 Prev Ord/Res#: _____
 Administrative Services Director Date
Paul Krumm 2/16/99 Orig Contract Date: _____
 Mayor Date

PC Meeting of 08 Feb 99

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701

Alley vacation
Unitarian Universalist Fellowship

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner *asl*
FROM: Ron Petrie, Staff Engineer
DATE: 2 February 99

Project: VA 98.00-12.00: Alley vacation as requested by the Unitarian Universalist Fellowship for property located at 901 West Cleveland Street, Leverett's Third Addition, Block Three, a portion of Lots five, six, seven, and eight. The property is zoned R-3, High Density Residential. The request is to vacate only that portion of the 15' wide Alley located south of Lots five and six and north of Lots seven and eight. Please refer to the attached drawings.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

Ozarks Electric - No objections.

Southwestern Electric Power Company - No objections, provided that the alley is retained as an easement.

Arkansas Western Gas - no objections.

SW Bell - No objections.

TCA Cable - No objections.

City of Fayetteville:

Water/Sewer - No objections.

Street Department - No objections.

Solid Waste - No objections.

Recommendation: Approval of alley vacation.

PLANNING COMMISSION ACTION: yes Required
_____ Approved _____ Denied

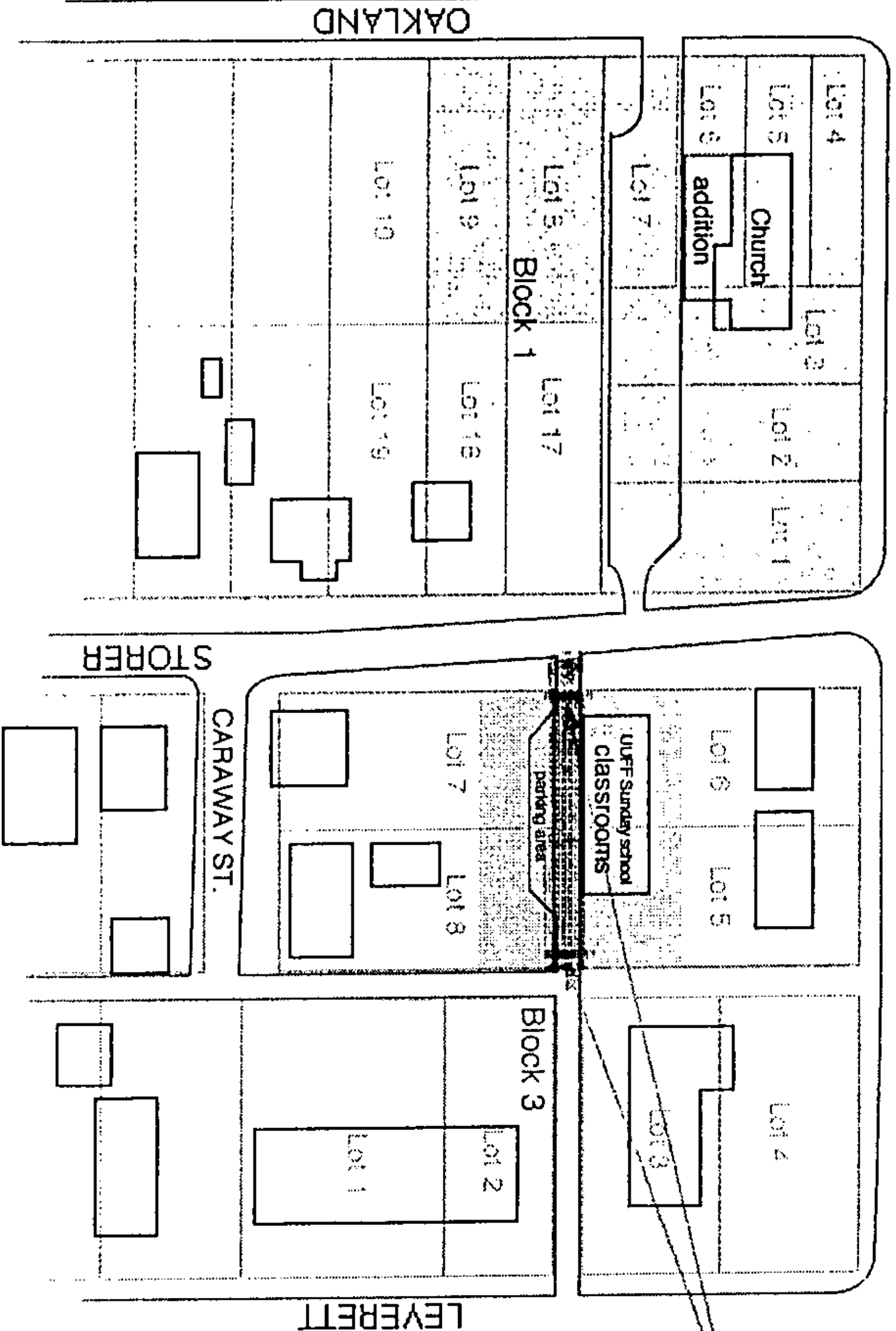
Date: ____/____/____

Comments:

CITY COUNCIL ACTION: yes Required
 Approved Denied

Date: / /

CLEVELAND



proposed
speed bumps

Our Sunday school classroom doors are directly on the alleyway east of Storer. There is no setback from the vehicular traffic passage.

Children emerging are at significant risk from auto traffic, unless we can slow that traffic to a cautionary speed.

We believe 'speed bumps' would be an effective means of accomplishing this, without totally blocking access to Storer for vehicles.

It is our understanding that we cannot put speed bumps in a 'public' alleyway, and would like to have that segment of the alley vacated so that we could install speed bumps and make it safer for the children and staff.

Area is in 'Leverett's Third Addition'

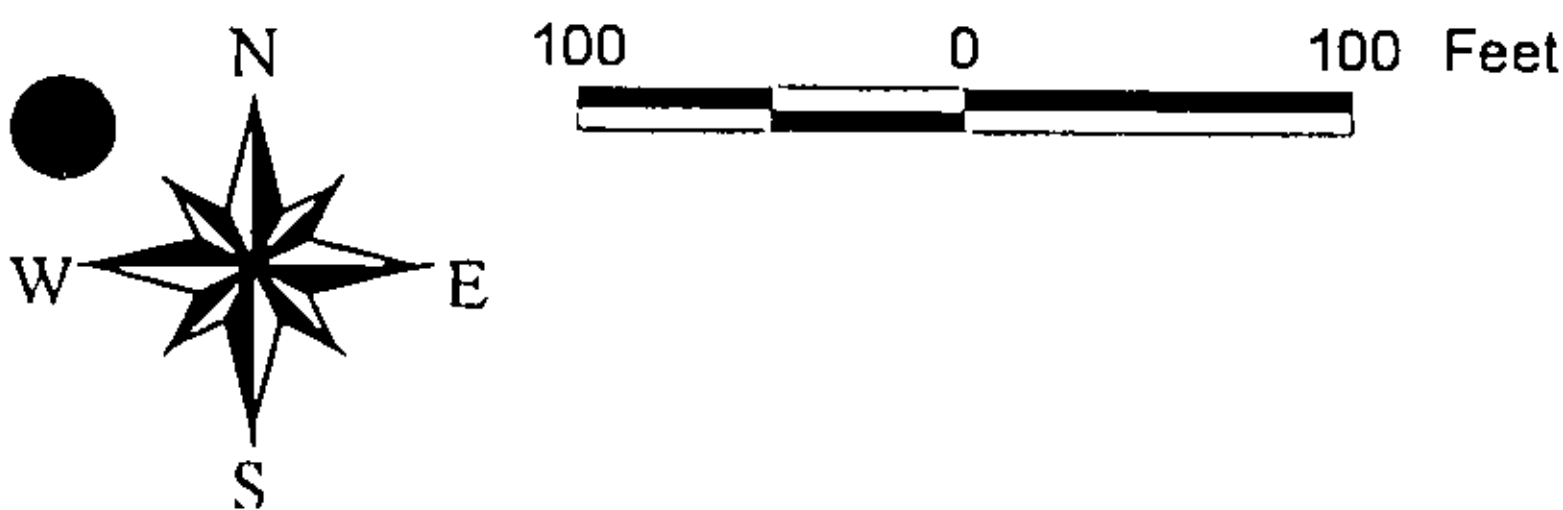
Properties owned by the
Unitarian Universalist Fellowship

The property involved in the request for vacating the alleyway is:

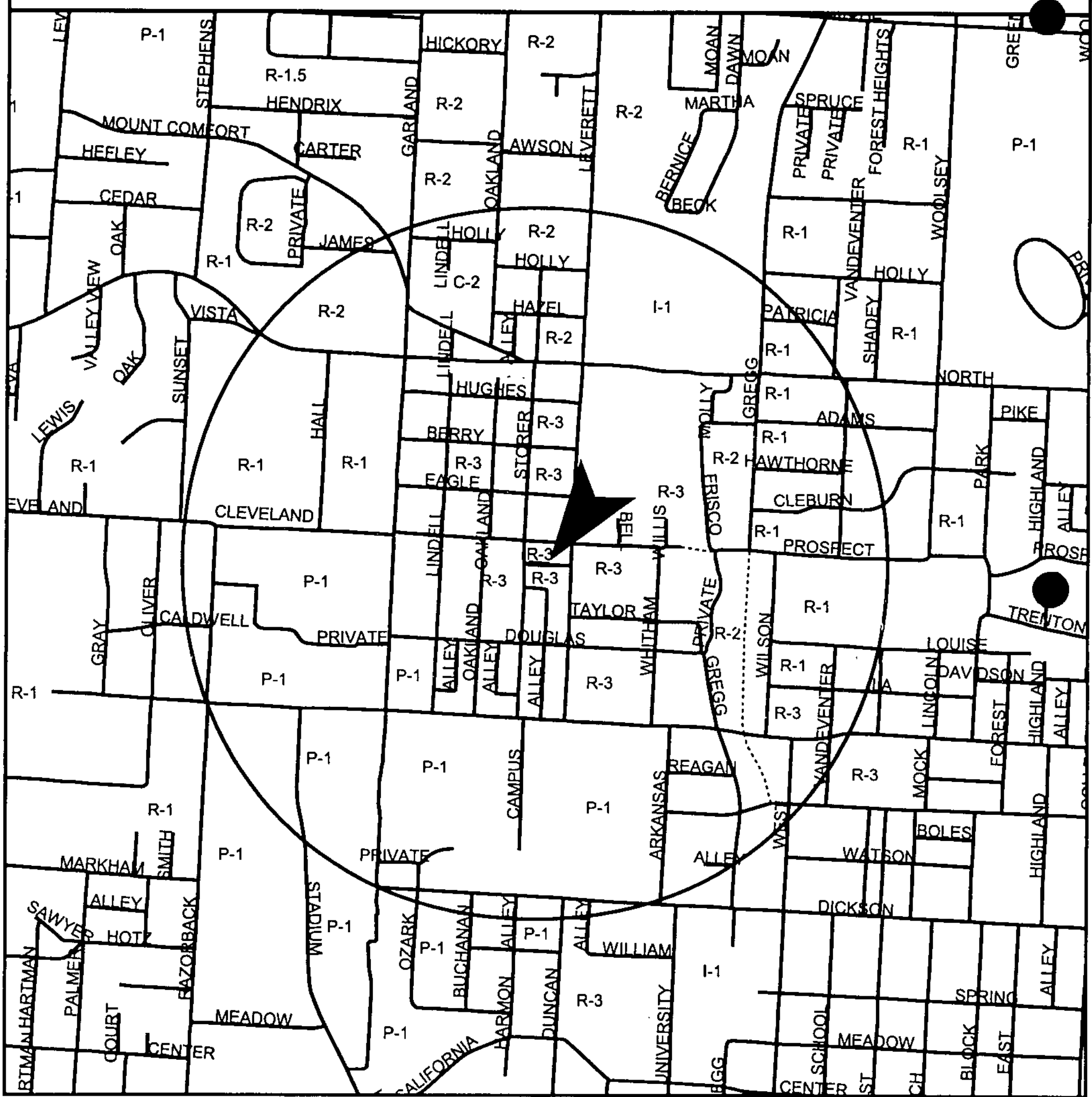
Parcel #765-07532-000 of Washington Co. Real Estate Assessment Record:

It is the southernmost 50' of lots 5 and 6 and northernmost 40' of lots 7 and 8, in Block 3 - (as deeded on 4/3/97 - #97-20869)

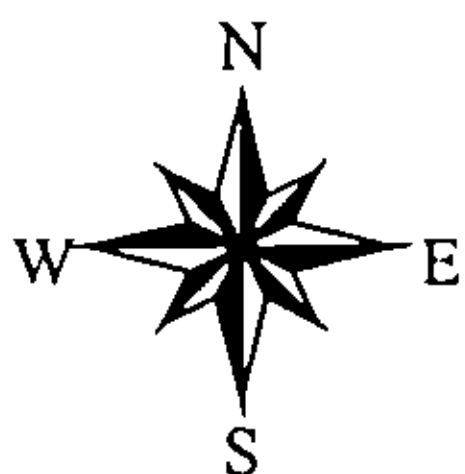
VA98.00-12.00 - Unitarian Universal Fellowship - Close Up



VA98.00-12.00 - Unitarian Universal Fellowship - One Mile Diameter



1000 0 1000 Feet



CONSENT AGENDA

APPROVAL OF MINUTES FROM THE JANUARY 25, 1999 MEETING

VA98-12: VACATION UNITARIAN UNIVERSALIST FELLOWSHIP, pp 444

This item was submitted by Dana Copp on behalf of Unitarian Universalist Fellowship for property located at 901 West Cleveland Street. The property is zoned R-3, High Density Residential. The request is to vacate the western half of the east-west alley from Storer to Leverett Street.

VA99-1: VACATION GEORGE, pp214

This item was submitted by Jesse and Rhetha George for property located at 355 Chaucers Court. The property is zoned R-1, Low Density Residential. The request is to vacate a portion of the utility easement south and west of the property.

Roll Call

Upon roll call the motion passed with a unanimous vote of 9-0-0.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of March 2, 1999.

FROM: Alett Little Planning Public Works
 Name Division Department

ACTION REQUESTED: To approve rezoning request RZ99-1 submitted by Thomas Hooper of Crafton, Tull and Associates on behalf of Lindsey Management Company rezoning 22.3 acres of property located north of the Washington County Fairgrounds and east of Highway 71 bypass from A-1, Agriculture to R-2, Medium Density Residential.

COST TO CITY:

\$0
 Cost of this request Category/Project Budget Category/Project Name
 Account Number Funds used to date Program Name
 Project Number Remaining balance Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached
 Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:
 Accounting Manager Date ADA Coordinator Date
 City Attorney Date Internal Auditor Date
 Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommended approval of the rezoning with the owner being made aware that a moratorium could be imposed in the near future due to sewer capacity. The Planning Commission approved the request with a unanimous vote of 9-0-0.

Tim Lambing for Alett Little 2-12-99
 Division Head Date
Charles Caraballo 2-12-99
 Department Director Date
RD Carson 12 FEB 99
 Administrative Services Director Date
Paul P. ... 2/16/99
 Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone:

PLANNING DIVISION CORRESPONDENCE

501-575-8264

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Brent Vinson, Associate Planner
DATE: February 8, 1999

RZ 99-1.00: Rezoning (Lindsey, pp 287) was submitted by Thomas Hopper of Crafton, Tull and Associates on behalf of Lindsey Management Company for property located north of the Washington County Fairgrounds and east of Highway 71 bypass. The property is zoned A-1, Agricultural, and contains approximately 22.3 acres. The request is to rezone the property to R-2, Medium Density Residential.

RECOMMENDED MOTION:

Staff recommends for rezoning the property from A-1 to R-2 with the inclusion that the City of Fayetteville's sewer facilities may be subject to a moratorium in the near future.

PLANNING COMMISSION ACTION: YES Required
_____ Approved _____ Denied

Date: February 8, 1999

Comments:

CITY COUNCIL ACTION: YES Required
_____ Approved _____ Denied

Date: / /

BACKGROUND :

The applicant requests to rezone a parcel of land from A-1 (agricultural) to R-2 (medium density) in order to build an apartment complex. 228 apartment units would be constructed on 22.3 acres plus an office, football field, basketball gymnasium, and associated lakes. There would be 19 twelve-plex units. The units would be similar to other apartments the applicant has build elsewhere in Fayetteville. The property is owned by Jim Lindsey and was bought from Meriam Calabria. The name of the apartment complex would be Razorback Estates. Signage would include a monument sign on McConnel Avenue to the east of the site and a monument sign along the bypass. Traffic would be carried on McConnel and on Hall Avenue (Garland Ave.). Sewer is available north of the proposed site on McConnel Avenue north of the property and water is available at Drake St. further north.

The proposed apartment complex would almost be surrounded by agricultural land uses. To the north is the Washington County Fairgrounds. To the east is the University of Arkansas Experimental Farm. The land west of the bypass is being utilized as pasture land and to the north is the Southwestern Bell Telephone Company. There has been some concern from the University that the apartment complex would not be compatible to the experimental fields. They believe larger fences would have to be provided on their property and that access routes would have to be changed. The site has recently been cleared and smaller trees removed in preparation of the new development.

ADJACENT LAND USE AND ZONING

North:	Southwestern Bell Telephone Company, zoned C-2
South:	Washington County Fairgrounds, zoned A-1
East:	University of Arkansas Experimental Farm, zoned A-1
West:	Interstate 540 bypass.

INFRASTRUCTURE:

Streets:	McConnel Road is a Collector with a 70' right of way. Interstate 540 bypass is a Freeway/Expressway.
Water:	An 8" waterline exists on McConnel Avenue north of the site.
Sewer:	A 6" sewer line exists on McConnel Avenue north of the site and a 10" sewer line exists on Drake Street south of the site.

LAND USE PLAN:

General Plan 2020 shows this area as Mixed Use. Township Street is shown extended along the southern boundary line south of the Washington County Fairgrounds which is south of the property proposed to be rezoned.

§161.06 DISTRICT R-2 MEDIUM DENSITY RESIDENTIAL.

A. Purpose. The High Density 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. Uses Permitted.**

Unit 1	City-Wide Uses by Right
Unit 8	Single-Family Dwellings
Unit 9	Multifamily Dwellings - Medium Density

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 4	Cultural and Recreational Facilities
Unit 11	Mobile Home Park
Unit 25	Professional Offices

C. Density.

Families Per Acre	4 to 24
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D. Bulk and Area Regulations.

1. Lot Width Minimum.

Mobile Home Park	100 Feet
Lot within a Mobile Home Park	50 Feet
One Family	60 Feet
Two Family	60 Feet
Three or More	90 Feet
Professional Offices	100 Feet

2. Lot Area Minimum.

Mobile Home Park	3 Acres
Lot Within a Mobile Home Park	4,200 Sq. Ft.
Row House: Development Individual Lot	10,000 Sq. Ft. 2,500 Sq. Ft.
Single-Family	6,000 Sq. Ft.
Two-Family	7,000 Sq. Ft.
Three or More	9,000 Sq. Ft.
Fraternity or Sorority	2 Acres
Professional Offices	1 Acre

3. Land Area Per Dwelling Unit.

Mobile Home	3,000 Sq. Ft.
Apartments: Two or More Bedrooms	2,000 Sq. Ft.
One Bedroom	1,700 Sq. Ft.
No Bedroom	1,700 Sq. Ft.

Mobile Home	3,000 Sq. Ft.
Fraternity or Sorority	1,000 Sq. Ft. per Resident

E. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
25	8	25

Cross Reference: Variances Chapter 156.

F. Height Regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

RZ 99.00-2.00 FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: **The rezoning proposed is consistent with the land use planning objectives, principles, and policies of the land use and zoning plans.**

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

Finding: **The zoning is justified at this time to meet the goals of General Plan 2020 for infill development.**

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

Finding: **The proposed zoning would create and appreciably increase traffic danger and congestion.**

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

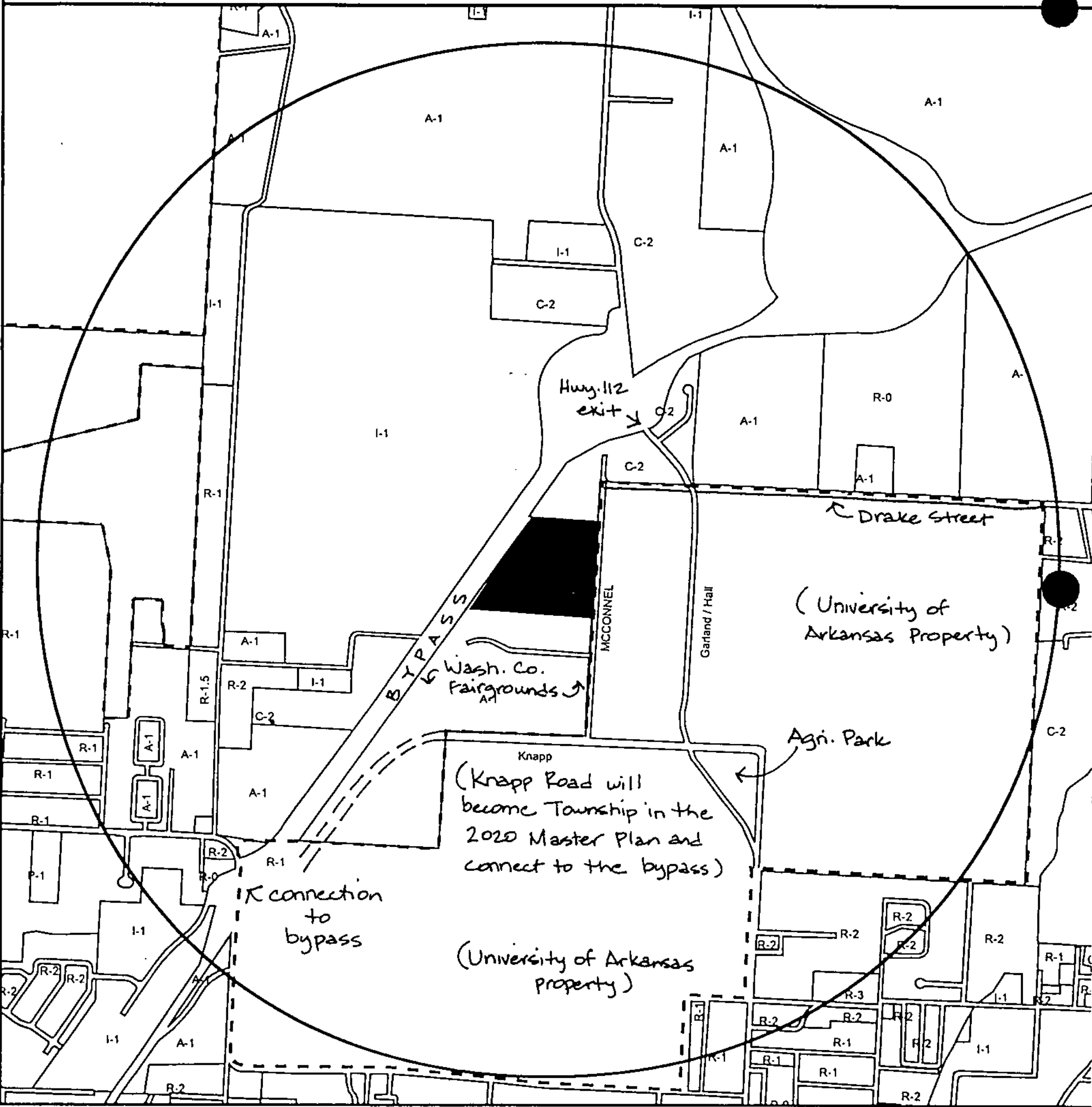
Finding: The proposed zoning would alter the population density and would undesirably increase the load on public services including schools, water, and sewer facilities.

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:

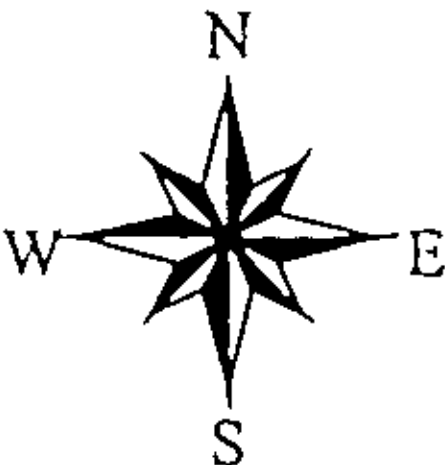
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RZ99.00-1.00 - Lindsey - One Mile Radius



1400 0 1400 Feet



CITY LIMITS
--- CITY LIMITS

RZ99-1: REZONING
LINDSEY, pp287

This item was submitted by Thomas Hopper of Crafton, Tull and Associates on behalf of Lindsey Management Company for property located north of the Washington County Fairgrounds and east of Highway 71 bypass. The property is zoned A-1, Agricultural and contains approximately 22.3 acres. The request is to rezone the property to R-2, Medium Density Residential.

Staff recommended rezoning the property from A-1 to R-2 with the inclusion that the applicant has been advised of the City of Fayetteville's future plans to develop Township Street on this property's southern boundary and that the City of Fayetteville's sewer facilities may be subject to a moratorium in the near future.

Mr. Jim Lindsey was present on behalf of the project.

Staff and Applicant Presentation

Vinson: The map that I have just passed out, I need to clarify that the Township development on the southern border was not on the southern border of this property as stated before. Township is not proposed to be on the southern border of this property as was stated. The fairgrounds are between this property and the proposal for Township in the future according to the 2020 Master Plan. That is what this map shows.

Odom: So, Township is not a consideration with this rezoning request.

Vinson: No, sir.

Odom: All right.

Lindsey: I would like to present this for your consideration. It is 22.3 acres adjacent to the bypass. I has the agricultural park land on two sides. The bypass is on one side and Southwestern Bell has a tract for their truck depot. What we would like to do is present this in a way that we are talking about 228 units. What we are trying to do as an R-2 zone, there would be 535 units allowed there. We're talking about 228 and we're also talking about having for Arkansas Athletes Outreach, if that's what they want to do with this, a place where there would be a room for an indoor basketball facility and an outdoor athletic facility. Whether or not that has to have a conditional use, I'm not sure in an R-2. But some facilities that would end up being for them. That is totally separate from our 228 units. We would like to get the whole property zoned R-2, but I would just like to inform you that may come back to you at some point in time. What our thought process is that if you go around Fayetteville and you look and you see and you try to find R-2 property, it is rare. It's hard to find. This land is on the bypass. It is in fact a very good transition zone. It is surrounded by University and it's very questionable whether that land will ever be developed and it leaves it for what we think anyway is one of the few potentially desirable R-2 tracts that does not impact any neighborhood or group of people in

a way that would have a negative influence. That is our basic approach. That is what we are trying to look for now and to make that an option. We're not building that much in Northwest Arkansas. The market has tightened up in Fayetteville. There will be a need as the University grows and we see this as a good location and good option for what we are intending to do and look forward to doing it. The density will be below R-2. We don't even care if you designate the density. We don't have a problem with that. We would just like to use that location as a nice, moderately priced parks complex. It will not be tax credits. There will not be any tax credits associated with it in any way. It will be a moderate priced apartment complex for the people who service the community anywhere on the bypass or some students, I would assume. But, probably more so for the community at large. That's where we're coming from and that is what we would like to present to you.

Odom: Thank you, Mr. Lindsey.

Public Discussion

None.

Further Commission Discussion and Comments

MOTION

Mr. Estes made a motion to approve RZ99-1.

Mr. Odom seconded the motion.

Hoffman: At this point is it proper to extend the right of way or increase the right of way on McConnell to handle the additional traffic to be generated by this project?

Little: We need to do that at the development stage. We will do that when it comes through in large scale development.

Hoffman: I just wanted to go on the record as saying we will look at that when that comes up then.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 9-0-0.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of March 2, 1999.

FROM: _____
Alett Little Planning Public Works
Name Division Department

ACTION REQUESTED: To approve rezoning request RZ99-2 submitted by Brett Henson rezoning property located on Locust Street at Archibald Yell Boulevard from R-2, Medium Density Residential to C-2, Thoroughfare Commercial.

COST TO CITY:

\$0
Cost of this request Category/Project Budget Category/Project Name
Account Number Funds used to date Program Name
Project Number Remaining balance Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: _____ GRANTING AGENCY: _____
Accounting Manager Date ADA Coordinator Date
City Attorney Date Internal Auditor Date
Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommended approval of the rezoning with the owner being made aware that a part of the structure is in the right of way and that the new structure would need to meet commercial design standards. The Planning Commission approved the request with a unanimous vote of 9-0-0.

Jim Condit for Ale# 446 2-12-99
Division Head Date
Richard L. Linder 2-12-99
Department Director Date
David D. Anderson 2-12-99
Administrative Services Director Date
Paul H. Hume 2/16/99
Mayor Date

Cross Reference

New Item: Yes No
Prev Ord/Res#: _____
Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone:

PLANNING DIVISION CORRESPONDENCE

501-575-8264

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Brent Vinson, Associate Planner
DATE: February 8, 1999

RZ 99-2.00: Rezoning (Hensen, pp 523) was submitted by Brett Hensen for property located on Locust Street at Archibald Yell Boulevard. The property is zoned R-2, Medium Density Residential, and contains approximately 0.22 acres. The request is to rezone the property to C-2, Thoroughfare Commercial.

RECOMMENDED MOTION:

Staff recommends rezoning the property to C-2, Thoroughfare Commercial.

Caveat to the owner: A building permit shall not be issued until the removal of the existing portion of the structure located on City of Fayetteville property. Other items to be addressed at the building permit stage including commercial design standards, the facade of the building along Archibald Yell, the placement and height of the existing sign, and the parking lot. The Planning Commission will not review the site plans as the addition is under 10,000 sq. ft.

PLANNING COMMISSION ACTION: YES Required
_____ Approved _____ Denied

Date: February 8, 1999

Comments:

CITY COUNCIL ACTION: YES Required
_____ Approved _____ Denied

Date: / /

BACKGROUND :

The applicant requests to rezone a parcel of land from R-2 to C-2 with the intent of expanding his existing business, TnT Auto Parts, Inc. TnT Auto Parts is presently 5550 sq. ft. and the planned expansion would be 3600 sq. ft. The facility operates from 7:00 A.M. to 5:30 P.M. Monday through Friday and 8:00 A.M. to 1:00 P.M. on Saturday. Peak hours are in the morning. The applicant presently has nine employees and anticipates one more with the expansion. The expansion to the auto parts store would be used for parts storage and possibly retail area in the future.

The property to be rezoned lies behind the current TnT Auto Parts store property to the south. The two properties are adjoined by a mutual property line that runs the full depth of each property. The current owners of both properties are Thomas and Tommie Henson who have signed the application. Brett Henson is the son of Thomas Henson. The property to be rezoned is a fifty foot strip of land which was purchased in 1991 from Tim Klinger. This fifty foot strip was split from a lot to the south by an administrative lot split approved by the City Engineer (according to a letter written by Tim Klinger). The property to be rezoned is approximately 9,583 sq. ft. Approximately thirteen feet south of the property to be rezoned there is a house.

The current facilities property encroaches approximately five feet onto city land to the north adjacent to Archibald Yell Blvd. The encroaching entity is a "lean-to" type addition to the main building that was at one time used as a machine shop. The lean-to building is 600 sq. ft. There is a door on the lean-to structure but the main entrance to the facility is on the west side of the main building. The lean-to does open up to the facility inside and the area is currently being used to display products.

The main building also encroaches on the side setback to the east of the building. Because there is a residential zoning to the east, the side setback is 15' to the property line. There is only 9.9' between the building and the side property line. The building encroaches 5.1'.

The facility also has a sign that does not meet the city ordinance's requirements. It is too tall and too close to the right-of-way line to Archibald Yell.

ADJACENT LAND USE AND ZONING

North:	Archibald Yell Blvd. and zoned R-O north of this street.
South:	Single family residential, zoned R-2
East:	Single family residential, zoned R-2
West:	Commercial, zoned C-2

INFRASTRUCTURE:

Streets: Archibald Yell Boulevard is a Principle Arterial with 110' of right of way. Locust Street is a Residential with 35' of right of way.

Water: A 12" waterline and an 8" waterline exist along Locust Street to the west.

Sewer: An 8" sewer line exists along Locust Street to the west.

LAND USE PLAN:

General Plan 2020 shows this area as Mixed Use.

§161.14 DISTRICT C-2 THOROUGH-FARE COMMERCIAL.

A. Purpose. The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

B. Uses.**1. Permitted Uses.**

Unit 1	City-Wide Uses by Right
Unit 4	Cultural and Recreational Facilities
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 14	Hotel, Motel and Amusement Facilities
Unit 15	Neighborhood Shopping Goods
Unit 16	Shopping Goods
Unit 17	Trades and Services
Unit 18	Gasoline Service Stations and Drive-In Restaurants

Unit 19	Commercial Recreation
Unit 20	Commercial Recreation, Large Sites
Unit 24	Outdoor Advertising
Unit 33	Adult Live Entertainment Club or Bar

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 21	Warehousing and Wholesale
Unit 28	Center for Collecting Recyclable Materials
Unit 32	Sexually Oriented Business

C. Bulk and Area Regulations. Setback lines shall meet the following minimum requirements:

From Street ROW	50 ft.
From Side Property Line	None
From Side Property Line When Contiguous to a Residential District	15 ft.
From Back Property Line	20 ft.

D. Building Area. On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot.

E. Height Regulations. In District C-2 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. No building shall exceed six stories or 75 feet in height.

RZ 99.00-2.00 FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The rezoning proposed is consistent with the land use planning objectives, principles, and policies of the land use and zoning plans.

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

Finding: The zoning is justified at this time to meet the goals of General Plan 2020 for infill development.

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

Finding: The proposed zoning would not create or appreciably increase traffic danger and congestion.

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

Finding: The proposed zoning would not alter the population density and would not undesirably increase the load on public services including schools, water, and sewer facilities.

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

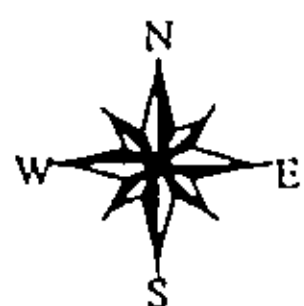
RZ 99-2.00 - Henson - One Mile Diameter



RZ 99-2.00 - Henson - Close Up



60 0 60 Feet



**RZ99-2: REZONING
HENSEN, pp 523**

This item was submitted by Brett Hensen for property located on Locust Street at Archibald Yell Boulevard. The property is zoned R-2, Medium Density Residential, and contains approximately 0.22 acres. The request is to rezone the property to C-2 Thoroughfare Commercial.

Staff recommended rezoning the property to C-2, Thoroughfare Commercial.

Caveat to the owner: A building permit shall not be issued until the removal of the existing portion of the structure located on City of Fayetteville property. Other items to be addressed at the building permit stage including commercial design standards, the facade of the building along Archibald Yell, the placement and height of the existing sign, and the parking lot. The Planning Commission will not review the site plans as the addition is under 10,000 square feet.

Tom Hensen and Brett Hensen was present on behalf of the project.

Staff and Applicant Comments

Vinson: Staff has nothing further.

T. Hensen: The thing that concerns me the most is the continency. The lean-to mentioned in here was an intricate part of the original building for several reasons. The main reason is we receive night freight through that area. We put a 75 feet building on a 90 feet lot. The City worked with us very closely and gave us some variances. We are below the level of the street. Considerably below the level of the street and they allowed us some things in the form of variances on the side and on the setbacks. There is a very effective and a very elaborate drainage system around the building that has been there since the building was there about 16 or 17 years. It's very effective. The foundation is such that it is not set up for brick. That being said, what we are requesting is the lot that the building is on is below the level of the street and the lot that we are proposing putting a new building on is also below street level. What we are asking is for the lot next to us to be rezoned so that we can put a building on it approximately 3600 square feet.

B. Hensen: My father (Tom) owns the property. I hope that in this we can clarify that we are strictly dealing with a rezoning in this meeting and that in no way are there any binding situations made as to the recommendations for changes to the existing structure. That's important.

Odom: I think the staff was concerned about that because this would not come back before us. Is that correct? They were concerned that there were some issues that would be addressed on other applications.

Vinson: Because this is a rezoning, the design requirements are not to be discussed at this time. At building permit time, they would be.

Odom: You're just making the applicant aware of it.

T. Hensen: Can I show you something. This is the original building and this is the survey.

Odom: This apparently has been addressed in the past. Do have any more history on this than that?

Vinson: We have not seen the photos or the plans. We have talked about what would be required at the building permit time because of the zoning and the nature of this business. The link to the building which was built at the time the building was built is in the right of way of the Archibald Yell. It's in Fayetteville's right of way, now. That is one reason we wanted to address that.

Odom: I think the applicant has indicated they have asked and received a variance on that. Do you have any history on that?

Vinson: We couldn't find any records of a variance.

Estes: This is a request to rezone a 50 foot strip of land which was split from the lot to the south by an administrative lot split which was approved by our City Engineer. Having made the applicant aware of the problem of the lean-to encroaching on the City's right of way and the sign being out of compliance with the Sign Ordinance.

MOTION

Mr. Estes made a motion to approve the rezoning request RZ99-2.

Mr. Odom seconded the motion.

Further Discussion

Odom: If this approved and they come back for a building permit and have some additional information or would like to make a presentation, do they have the right to appeal any decision you have back to us for consideration?

Little: It depends on the sort of decision it is. It either comes back to the Planning Commission or it goes to Board of Adjustment. There is a right of appeal.

Odom: We're not trapping them in anyway by allowing for the rezoning request at this time?

Little: No. I don't think so.

Roll Call

HEALTH ISSUES RELATED TO WIRELESS ANTENNAS

- Q.** Are radio signals from wireless antennas a threat to public health?
- A.** No. Wireless antennas meet standards for exposure to radio-frequency (RF) energy and are subject to periodic inspection and government regulation. In January 1993, the Federal Communications Commission (FCC) reported: "Measurements that have been made around typical cellular base stations have shown that ground-level power densities are well below limits recommended by currently accepted RF and microwave safety standards."
- Q.** How can we be assured that they are safe?
- A.** The typical height of a wireless antenna on a tower is 100 to 200 feet. The antennas are generally designed to radiate very little power directly downward, and exposure to electromagnetic energy decreases rapidly with distance. Therefore, exposures at ground level tend to be small. It's also important to keep in mind that transmission power levels of wireless antennas are very low. A cellular antenna emits about 100 watts or less of power per channel, and often as little as 10 watts per channel in urban areas (PCS microcell antennas emit from .25 to 10 watts), while a television tower emits up to 5 million watts and an FM radio station tower up to 100,000 watts.
- Q.** Aren't people who live near or walk past the antennas bombarded with dangerous radiation?
- A.** No. The height of the antennas, the fenced-off areas around them, and the relatively low power levels all assure that only minuscule levels of RF energy reach neighbors and passersby. The overwhelming thrust of expert opinion in this field is that there is no evidence of any harmful health effects from wireless antenna radio signals.
- Q.** What government agencies regulate wireless antennas?
- A.** The Federal Communications Commission (FCC) regulates wireless antenna radio signals. The FCC has adopted guidelines for wireless antennas from the 1992 American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) standard and the 1987 National Council for Radiation Protection & Measurements (NCRP) standard that set safe human exposure limits. The new FCC standard has been endorsed by other federal agencies responsible for health and safety, such as the Environmental Protection Agency, Food and Drug Administration, the Occupational and Safety Health Administration, and National Institute for Occupational Health. Also, the Federal Aviation Administration (FAA) regulates tower height and markings. Local governments also have building and zoning codes that apply to towers.
- Q.** How are antenna sites determined?

A. Site selection is not a random process. Many factors are taken into account, including the views of nearby residents, the overall cellular grid pattern and service area, usage patterns, topography and potential obstructions to the clear, line-of-sight signals needed for maximum quality. In urban and other residential areas, care is taken to choose locations that are as unobtrusive as possible. Relevant safety and environmental concerns are reviewed with the appropriate government agencies. Community interests are taken into account in locating antennas. Extensive consultation before antennas are constructed generally involves a variety of groups and officials — local community zoning boards and county and municipal governments.

Q. Do wireless antennas near airports interfere with aviation?

A. As a matter of physical safety, the FCC and FAA maintain stringent regulations on the construction, marking and lighting of wireless antennas near airports or in line with runways or flight paths. The FAA requires an extensive review before approving the construction of any cellular antennas in areas where airspace or flight paths might be affected.

Q. How does ALLTEL select a cell tower site?

A. Customers' needs dictate demand for cell tower sites. The reasons could either be a lack of coverage or lack of capacity within the system. Either way, customers' demands determine where our system should be improved. We at ALLTEL try to identify the best area for a site, taking into consideration zoning, terrain and community issues. In residential and urban areas, care is taken to choose locations that are as unobtrusive as possible. Relevant safety and environmental concerns are reviewed with the appropriate government agencies responsible for health and safety. Also, the Federal Aviation Administration regulates tower height and markings. Extensive consultation before antennas are constructed generally involves a variety of groups and officials -- local community zoning boards and county and municipal governments.

Q. How far ahead does ALLTEL plan its sites?

A. Using forecasting, ALLTEL submits internal plans several years in advance. These plans reflect the estimation of new customers, among other factors to help determine a planned schedule of cell tower building.

Q. How long does ALLTEL lease cell tower space?

A. Twenty years.

Q. What does it do with abandoned tower sites (if there are any)?

A. ALLTEL re-uses any equipment not further needed at a particular tower site, and ALLTEL restores property to its original form.

Q. How does ALLTEL work with local governments to acquire permission to locate a tower?

A. If the site is already zoned "industrial," no zoning permission is needed, although building permits are, of course, still needed. When zoning is needed, ALLTEL works with the local governing body (Planning Commission, Zoning Committee, etc.) to secure a conditional use permit and locate the cell site in the best place, one that is acceptable to the local government and to ALLTEL.

Q. Do wireless phone towers emit dangerous radiation?

A. The typical height of a cellular antenna is 100 to 200 feet and is designed to radiate little power directly downward. Wireless towers are commonly located atop office buildings, water towers, television towers and even church steeples. Without them, wireless telephone users could experience interrupted service.

Exposure to electromagnetic energy decreases rapidly with distance. Exposures at ground level are minimal. Emissions from full-service television and high-powered AM and FM radio stations are thousands of times stronger than those from cellular towers. A television tower can emit up to 5 million watts and a commercial radio station up to 100,000 watts. A wireless tower typically emits about 100 watts or less of power per channel. As more, but smaller cell sites are constructed, powerlevels continue to decrease as service to customers improves.

Q. Do wireless antennas near airports interfere with aviation?

A. As a matter of physical safety, the FCC and FAA maintain stringent regulations on the construction, marking and lighting of wireless antennas near airports or in line with runways or flight paths. The FAA requires an extensive review before approving construction of any cellular antennas in areas where airspace or flight paths might be affected.

DRAFT

ORDINANCE NO. _____

AN ORDINANCE SUSPENDING ACCEPTANCE OF CONDITIONAL USE APPLICATIONS FOR THE SITING OF WIRELESS TELECOMMUNICATION TOWERS OR FACILITIES FOR A PERIOD OF SIX MONTHS.

WHEREAS, Section 704 of the Telecommunications Act of 1996 established a comprehensive framework for the exercise of jurisdiction by municipalities over the construction, modification, and placement of facilities such as towers for cellular, personal communications service, and specialized mobile radio service transmitters; and,

WHEREAS, Changes in wireless telecommunications technology and the desire of citizens to receive adequate wireless telecommunication services have lead to an increased demand for wireless telecommunications towers and facilities in the City of Fayetteville; and,

WHEREAS, Citizens of Fayetteville have expressed significant concern relating to the location of wireless telecommunication towers and facilities within the City, including concerns related to potential health hazards and the aesthetic affects of such towers and facilities on neighboring properties and the community as a whole; and,

WHEREAS, it is necessary to study and consider the siting of wireless telecommunications towers and facilities in order to protect the health, safety and welfare of the citizens of Fayetteville.

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

Section 1. Applications for conditional use for the siting of wireless telecommunication towers or facilities shall not be ~~accepted~~^{approved} for a period of 6 months in order to study and consider the development of possible rules, regulations and/or ordinances pertaining to such towers or facilities.

PASSED AND APPROVED this ____ day of _____, 1999.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk



Additional Information for Cellular Facility Applications

In order to process the number of cellular facility applications over the next few years, the City of Fayetteville is requesting further information to help staff and our Boards, Commissions, and the City Council better understand your project. Your detailed responses to the following questions, as part of your Development Review or Use Permit application, will help us to process cases in a timely manner.

All Cases:

- Provide a map of the geographic area that your project will serve, both in the immediate future and over the next 2 years.
- Provide a map that shows other existing or planned facilities that will be used by the cellular service provider who is making this application.
- Provide a map that shows, up to a distance of one-half mile from your project, any single family residential developments, that are either existing, zoned, or are shown in the General Plan, and any major collectors or arterial streets.

New Towers or Monopoles only:

- Provide a map that shows any cellular antenna poles or towers, within a mile radius of your project, that are existing, or are currently under construction.
- Describe your efforts to co-locate your facility on one of the poles or towers that currently exists, or is under construction. Provide engineering information or letters from the owners of the existing poles describing why co-location is not a possibility.
- Describe your efforts to locate your facility on an existing vertical element, such as a building or a pole that is currently used for another purpose and is comparable to the height of your proposed facility. Include a map of the sites.
- Provide a map that shows other potential stand-alone locations for your facility that have been explored. Describe why the proposed location is superior, from a community perspective, to other potential locations. Factors to consider in the community perspective should include: visual aspects, setbacks and proximity to single family residences.
- Describe the process for arriving at the color for your pole or tower.
- Describe the options that were explored for camouflaging this facility.
- Describe your efforts to minimize the equipment that will be installed on the top of your pole or tower to support the antennas. Provide engineering information related to your efforts.
- Describe all equipment that will be ancillary to the panel antennas, such as whip and microwave antennas. Describe the function of the ancillary equipment and the need to locate it on this facility.
- For poles or towers over 50 feet in height: describe how you will accommodate other antenna arrays that could co-locate on your facility. Describe how this accommodation will impact both your pole or tower, and your ground mounted facilities. Provide documentation of your provider's willingness to accommodate other providers who may be able to co-locate on your facility.
- Provide photo simulations from not more than two locations that will be specified by staff.

DRAFT

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PASSED AND APPROVED this ____ day of _____, 1999.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

Cities Can Take Control of Cell Tower Siting-

by James D. Brusslan

Besides increasing by four-fold the risk of traffic accidents, the large increase in cellular phones has resulted in a proliferation of cellular telephone towers. Cellular companies are inundating the nation's cities with tower applications under the federal Telecommunications Act of 1996.

Local opposition is often strong.

Citizens complain that the towers change the character of their neighborhoods, cause traffic disruptions, impair pedestrian safety, reduce property values or are just plain unsightly.

This article suggests how cities can govern the placement and construction of cellular phone towers.

What the Law Requires

Cellular phone companies have paid millions of dollars in licensing fees to the FCC. To deliver uninterrupted service, these companies are developing, in a grid pattern, an interconnected network of "cell sites," or

To satisfy special use criteria, providers must go through public hearings to show that the towers are consistent with health, safety and welfare. In this process cities and providers often compromise.

towers. Each tower's coverage area depends on its height, the population density and local topography. In the Telecommunications Act, Congress recognized that local governments should retain their general zoning authority. The Act allows state or local governments to regulate towers with the following five basic restrictions:

- The Act forbids local regulations that unreasonably discriminate among providers;

- Local regulations may not have the effect of prohibiting

towers;

- Local authorities must act on any applications within a reasonable time;

- Decisions by local authorities must be in writing and supported by substantial evidence; and

- Local authorities may not regulate towers based on environmental impacts of radio frequency emissions, as long as the towers comply with federal standards.

The Act also authorizes providers to challenge application denials in federal court.

Local Responses to Tower Applications

Many cities have already enacted ordinances to regulate towers. Some cities permit towers only in business, manufacturing or similar districts. In these districts, the towers must satisfy specific criteria, such as height limitations and distance from residential districts. All that is required is that the providers apply for a building permit and comply with the limitations. For instance, section 5.11-1(2) of the Chicago Zoning Ordinance authorizes cellular phone towers, with certain conditions, in business, commercial and manufacturing districts.

Cities often allow construction of cellular phone towers, particularly in residential, recreational or agricultural districts, only as "special uses." In Chicago, for example, ground-mounted towers in residential areas are permitted only as special uses. To satisfy special use criteria, providers must go through public hearings to show that the towers are consistent with health, safety and welfare. In this process cities and providers often compromise. Cellular firms have agreed to move proposed towers to remote sites, limited the height of the towers and agreed to plant screening vegetation. They've also placed towers on alternative pre-existing structures, such as water towers and even church steeples, and have agreed to share towers with other providers.

Cellular providers, armed with substantial resources, are not shy about challenging permit denials in court. In the last year alone, companies have filed at least twenty-five federal Court actions.

Courts ruled in favor of local authorities about half the time. As long as local authorities support their reasoning, courts have agreed that cities may deny applications (a) based on visual, safety and aesthetic concerns, (b) to preserve the character of neighborhoods or adjoining areas, (c) to avoid undue traffic congestion and pedestrian prob-

lems, and (d) on grounds that multiple towers are unnecessary.

One court stated that a county could deny the application based solely on a desire to increase county revenue by locating the tower on county property. Courts also have agreed that local bodies could require companies, if possible, to locate towers on existing structures and have approved a moratorium on all applications until a new ordinance could be drafted.

By contrast, courts have overturned permit denials on several grounds. First and foremost, courts insist on legitimate reasons and supporting evidence for the denial. Mere assertions without adequate evidence, that, for instance, the tower will reduce property values, is inadequate. Blanket prohibitions are also disfavored. One court held that a general policy of not allowing any towers in residential neighborhoods violated the Act. Instead, the court insisted that local authorities consider residential applications on a case-by-case basis. Another court found inadequate a county's concern that a tower would interfere with public safety communications. According to the court, Congress already has determined that any interference was outweighed by the need for cellular phone towers.

Recommendations

Cities must formulate a clear, consistent ordinance and policy for processing cellular phone tower applications. Although it should not have any blanket prohibitions, the ordinance may limit towers to certain districts unless very specific criteria are met. As long as the ordinance does not have the effect of prohibiting all towers, cities can impose a variety of stringent conditions. Such requirements could include a requirement that towers are built on pre-existing structures or on public land (to increase revenue), a limitation on the tower's height, measures mitigating the tower's aesthetic impact and other steps to assure the public health, safety and welfare.

If a city intends to deny an application, it must have legitimate and supportable reasons. It must also be prepared to support its position with evidence in court. It can not rely merely on public opposition. A city would increase its chances of victory if it could identify a viable alternative to the unacceptable site. Most important, the city should articulate the basis for the denial in a written document. The written document will be a major focus in court.

Finally, it is important that

local governments recognize that while they can't stop cellular phone towers entirely, they can limit their impact. A carefully drafted ordinance and a willingness to negotiate with cellular providers will likely yield the most favorable results. Nonetheless when cellular providers are unreasonable, cities should not be afraid to stand up for their rights. In passing the Telecommunications Act, Congress made it clear that "[t]he power of local governments to zone and control land use is undoubtedly broad and its proper exercise is an essential aspect of achieving a

satisfactory quality of life in both urban and rural communities."

James D. Brusslan is an environmental and zoning attorney in Chicago. He has litigated environmental and siting matters as outside counsel for a number of cities. He can be reached at 312-362-0500; fax, 312-362-0515; e-mail, enunlaw@ripco.com.

For more information on this topic, visit Access Local Government <http://www.algov.org> —the online service for local governments sponsored by NLC, ICMA, and PTL.



Do You Want a Cell Phone Tower in Our Neighborhood?

Southwestern Bell and St. John's Lutheran Church (Township/Crossover) have asked the City Planning Commission to build a NINE-STORY CELLULAR PHONE TOWER behind the existing church building. . .

LOWER THE VALUE OF OUR HOMES

Depreciation of the worth of our property is a reality. The Wall Street Journal (12/93) reported that "properties within view of cell towers typically sold for 13 to 30% less than comparable homes out of the cell tower's line of sight." A local real estate salesperson said the construction would "without question" lower the value of our neighborhood some "20 to 25% overnight."

CHANGE THE LOOK OF OUR NEIGHBORHOOD

Southwestern Bell proposes to camouflage the cellular equipment by enclosing it within a nine-story tower that resembles the Washington Monument. Plans call for the tower to be illuminated on all four sides at night. But consider what you and your guests will see with a nine-story "steeple" dwarfing your home. The illustration at the left is to approximate scale. Your home will be LITERALLY IN THE SHADOW OF THIS TOWER.

DANGEROUS TO OUR HEALTH

Scientists are divided on the safety risks of continuous exposure to low levels of Radio and Microwave Radiation. Some studies find that these rays can disrupt biological and genetic systems. The long-term affect of these on children growing up in the shadow of a cell tower site is unknown.

How does this nine-story cellular tower affect me?

What has happened?

Thanks to the petition some of us signed, the City has temporarily delayed SWB and the Church's plans. **BUT THIS DELAY IS ONLY TEMPORARY AND IS ONLY BRIEF!!**

What can I do?

Unless we ACT NOW, Southwestern Bell, St. John's, and the City will go ahead with this destructive and dangerous project. Right away call the people below, identify yourself as a neighbor and

**TELL THEM YOU ARE OPPOSED TO THE CHURCH'S CELLULAR TOWER
CALL TODAY**

Pastor Roger Schoolcraft
521-3496/w 443-3609

Alderman Trent Trumbo
521-7956/w 575-1301

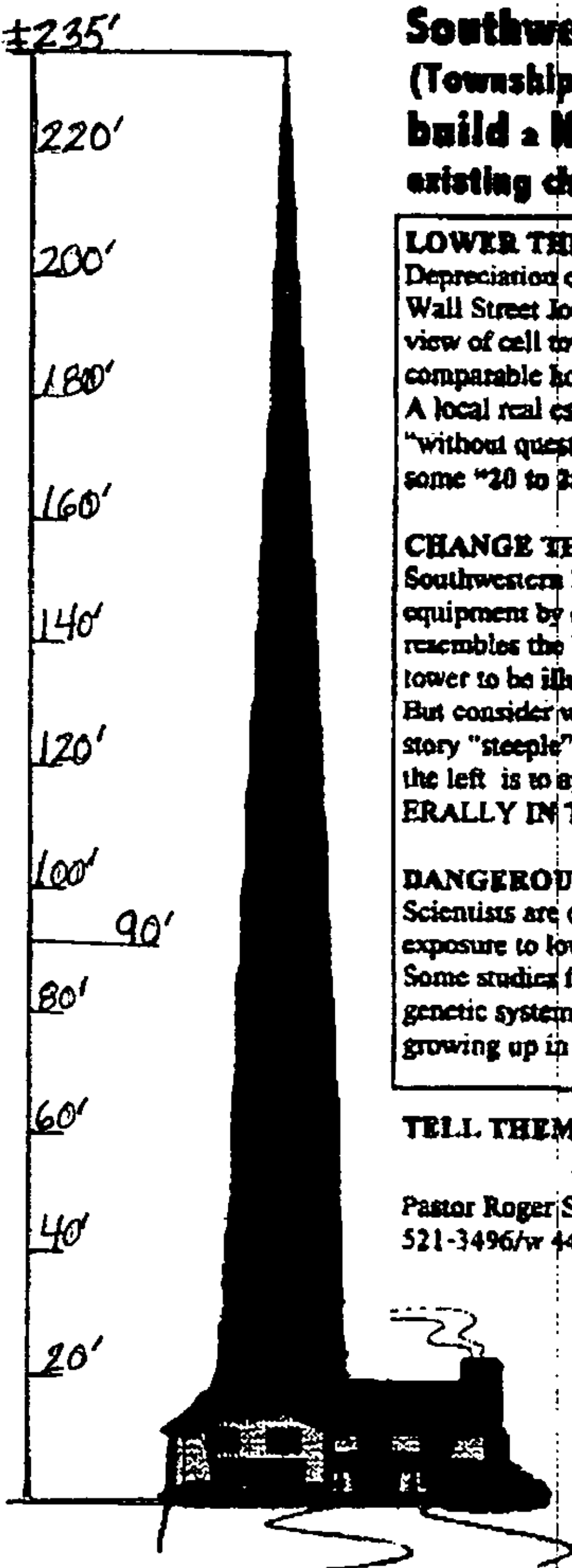
Alderman Bob Davis
442-3950/w 521-2233

Alen Little
City Planner
575-8264

Conrad Odom, Chair
Planning Commission
575-0431/w 442-7575

More Info?
Tom Rostock 521-0277
Bob Sigafos 571-3626

IF YOU DON'T CARE, DO NOTHING





CITY OF FAYETTEVILLE CITY COUNCIL FINAL AGENDA

A meeting of the Fayetteville City Council will be held on March 2, 1999, at 6:30 p.m. in the City Administration Building, Room 219, 113 W. Mountain Street, Fayetteville AR

The following items will be considered:

A. CONSENT

1. **APPROVAL OF MINUTES:** Approval of minutes from the FEBRUARY 16, 1999 Meeting.
2. **HWY 265 WIDENING:** A resolution approving the engineering contract with RJN Group, Inc. for Hwy 265 widening (Hwy 45 to 16) water and sewer relocations in the amount of \$588,583.00. Also approval of a project contingency in the amount of \$58,858.
3. **BID 99-27:** A resolution awarding bid 99-27 for ballfield fencing at Lake Fayetteville Softball Complex fields #2 and ## and Babe Ruth baseball fields #1 and #2 and approval of a budget adjustment.
4. **WALKER PARK PARKING LOT:** A resolution approving a budget adjustment to reconstruct the southwest parking lot at Walker Park.
5. **OLD MISSOURI & ZION INTERSECTION:** A resolution approving a contract with Tomlinson Asphalt Company for the Old Missouri Road and Zion road intersection improvements in the amount of \$484,948.75 plus a contingency of 10% totaling \$533,450. And approval of a budget adjustment.
6. **CH2M HILL: REMOVED FROM CONSENT.** Item number 4 under New Business.

B. OLD BUSINESS

C. NEW BUSINESS

1. **VA 98-12:** An ordinance approving utility easement vacation VA 98-12 as requested by Unitarian Universalist Fellowship for property located at 901 West Cleveland, Leverett's Third Addition, Block 3 and a portion of lot 5, 6, 7, and 8. The portion to be vacated is a 15 feet wide alley located south of lot 5 and 6 and north of lots 7 and 8.
2. **RZ 99-1:** An ordinance approving rezoning request RZ 99-1 submitted by Thomas Hopper of Crafton, Tull, and Associates on behalf of Lindsey Management Company rezoning 22.3 acres of property located north of the Washington Country Fairgrounds and east of Highway 71 bypass from A-1, Agriculture to R-2, Medium Density Residential.
3. **RZ 99-2:** An ordinance approving rezoning request RZ 99-2 submitted by Brett Henson rezoning property located on Locust street at Archibal Yell Boulevard from R-2, Medium Density Residential to C-2, Thoroughfare Commercial.
4. **CH2M HILL:** A resolution approving contract amendment number 2, NPDES Permitting Assistance, with CH2M Hill in the amount of \$94,370.00.
5. **BAKERY FOODS:** Discussion of legal alternatives regarding Bakery Foods.
6. **CELL TOWERS:** An ordinance staying applications for cell tower placement pending the development of a new cell tower ordinance.

Only items presented by the City Council or City Staff may be discussed during the meeting. If you have an item you wish to discuss, please contact your alderman to have it presented at the next City Council agenda session. For further assistance, please contact Heather Woodruff, City Clerk, at 575-8323.