

**FINAL AGENDA
FAYETTEVILLE CITY COUNCIL
MARCH 23, 1999**

A meeting of the Fayetteville City Council will be held on March 23, 1999 at 6:30 p.m. in room 219 of the City Administration Building, 113 West Mountain Street, Fayetteville, Arkansas.

The following items will be considered:

A. CONSENT AGENDA

1. **APPROVAL OF MINUTES:** Approval of the minutes from the March 2 and March 9, 1999 meetings.
2. **BOTANICAL GARDEN REPORT:** REMOVED FROM CONSENT. ITEM PLACED UNDER NEW BUSINESS, ITEM C.1.
3. **SOFTBALL COMPLEX PHASE 3:** REMOVED FROM CONSENT. ITEM PLACED UNDER NEW BUSINESS, ITEM C.2.
4. **BID 99-25:** A resolution awarding Bid 99-25 to Williams Ford Tractor for the purchase of tractors to be utilized by the City of Fayetteville Pollution Control Plant/Sludge Management Site.
5. **WILSON PARK SWIMMING POOL:** REMOVED FROM AGENDA - APPROVED AT MARCH 9, 1999 SPECIAL CITY COUNCIL MEETING.
6. **WHITE RIVER WATER SYSTEM:** A resolution approving amendment number 3 to an engineering contract with McGoodwin, Williams, and Yates to provide for extra compensation in the amount of \$58,793.63.
7. **TCA BUILDING RENOVATION:** A resolution approving an architectural contract with McGoodwin, Williams, and Yates, in the amount of \$27,988, for services relating to the renovation of the TCA Building.
8. **BID 99-30:** A resolution awarding Bid 99-30 to Franklin & Sons, low bidder, to reroof the City Administration Building in the amount of \$36,387, and approve a 10% contingency.

B. OLD BUSINESS

C. NEW BUSINESS

1. **BOTANICAL GARDEN REPORT:** A review of an annual report from the Botanical Garden Society of the Ozarks, Inc.
2. **SOFTBALL COMPLEX PHASE 3:** A resolution approving a construction contract with Buildings, Inc. for Phase III Softball Complex located adjacent to Holcomb School. The construction costs are \$586,959 plus a project contingency amount of \$40,000. And approval of a budget adjustment.
3. **RAZORBACK ESTATES WAIVER:** A waiver of Ordinance 3793 to accept money in lieu as the park land requirement of the Razorback Estates Subdivision.
4. **VA 99-2:** An ordinance approving vacation request, VA 99-2, to vacate a 20 foot alley to the east of property located at 820 South College Avenue as submitted by Gary Kahanek and John Birmin of Build A Home.
5. **RZ 99-3:** An ordinance approving rezoning request RZ 99-3 submitted by Dave Jorgensen of Jorgensen and Associates on behalf of WHM Land Investments, Inc. for property located at Wedington Drive and Ruppel Road. The request is to rezone the 2.37 acre property from A-1, Agricultural, to C-1, Neighborhood Commercial.
6. **RZ 99-4:** An ordinance approving rezoning request RZ 99-4 submitted by Dave Jorgensen and Associates on behalf of WHM Land Investments, Inc. for property located at Wedington Drive and Ruppel Road. The request is rezone 4.09 acres from A-1, Agricultural, to C-1, Neighborhood Commercial.
7. **RZ 99-5:** An ordinance approving rezoning request RZ 99-5 submitted by Dave Jorgensen and Associates on behalf of WHM Land Investments, Inc. for property located at Wedington Drive and Ruppel Road. The request is to rezone 21.91 acres from A-1, Agricultural to R-2, Medium Density Residential.
8. **RZ 99-6:** An ordinance approving rezoning request RZ 99-6 submitted by John P. Marinoni for property located at 1142 Futrell Drive. The property is zoned R-1, Low Density Residential and contains approximately 0.54 acres. The request is to rezone the property to R-O, Residential Office.
9. **RURAL FIRE CONTRACTS:** An ordinance amending section 33.046, Code of Fayetteville, to establish annual fees for Rural Fire Contracts for the two year period of 6/1/99 thru 5/31/01.

10. **CMN COST SHARE AND BID WAIVER:** An ordinance approving a 50/50 cost share and a formal bid waiver to allow the City to cost-share with the developer (CMN) and the developer to acquire the work through private bidding and/or negotiations for the site preparation, grading, drainage, earthwork, etc... as necessary to construct the street subgrade of the proposed streets.
11. **CABLE NEEDS & INTERESTS ASSESSMENT:** A presentation for informational purposes of the Cable Board's findings, known as the "Fayetteville Cable Franchise Needs and Interests Assessment." This study will be used as a basis from which the Franchise Negotiating Committee makes its decisions concerning the terms of the Cable Franchise Renewal.
12. **VA 99-3:** An ordinance approving vacation request VA 99-3 submitted by Laura Kelly on behalf of Town Creek Builders for property located at 404 West Sixth Street. The property is zoned C-2, Thoroughfare Commercial. The request is to vacate a 20 foot alley adjacent to the property.
13. **AD 99-1:** Approval of AD 99-1 requesting an amendment to the Master Street Plan submitted by Laura Kelly on behalf of Town Creek Builders for property located at 404 West Sixth Street relocating the proposed north-south collector street west into a railroad right-of-way, parallel to the centerline of South School Street.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA March 23, 1999

Changes to the Tentative Agenda

To allow the Botanical Garden Report and Softball Complex Phase 3 to go first, all New Business Items have been shifted (for example: Razorback Estates, Tentative Agenda Item C.1 is now Item C. 3, etc.). Please renumber your final agenda accordingly.

Received at Agenda Session on March 9, 1999

1. Additional information for Softball Complex. Item placed under New Business, C.2.
2. Bid 99-30: Reroof City Administration Building. Item placed under Consent Agenda, A.8.
3. Cable Franchise Needs and Interest Assessment. Item placed under New Business, C.11.

Final Agenda Items attached to this packet:

- * Minutes from March 2 Special City Council Meeting and March 9 Regular City Council Meeting
- C.8 RZ 99-6
- C.12 VA 99-3
- C.13 AD 99-1

City Council Meeting March 23, 1999

	Roll				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
MAYOR HANNA	✓				
	HD BD. Consent.				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
MAYOR HANNA					
	8-0-0.				
	Botanical Garden Report.				
REYNOLDS					
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
MAYOR HANNA					

City Council Meeting March 23, 1999

	2A BD. SOFTBALL COMPLEX.				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
MAYOR HANNA					
	8-0-0. BD 2A 2A2. EST. WAIVER OF GREENSPACE				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
MAYOR HANNA					
	7-0-1 HP BR to TABLE VA 9A-2. ✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
MAYOR HANNA					
	8-0-0.				

Don
McCourtney

City Council Meeting March 23, 1999

	2nd BD RR R2 99-3	3rd BD	R2 99-4	R2 99-5	
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
MAYOR HANNA					
	8-0-0. 1LR RR R2-99-6-2nd	BD CY	3rd PASS.		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
MAYOR HANNA					
	CY Amend. KR change to FIRE CONTRACTS. HD.	to suppression RA 2ND	BD 3rd RR	PASS.	
REYNOLDS	✓	✓	✓	✓	
AUSTIN	✓	✓	✓	✓	
DAVIS	✓	✓	✓	✓	
TRUMBO	✓	✓	✓	✓	
DANIEL	✓	✓	✓	✓	
SANTOS	✓	✓	✓	✓	
YOUNG	✓	✓	✓	✓	
RUSSELL	✓	✓	✓	✓	
MAYOR HANNA					
				8-0-0.	

City Council Meeting March 23, 1999

	ITD 2A 2ND Cmn BDWARR	H HP. 3RD	PASS		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRIMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
MAYOR HANNA					
	H BD 2ND 1/A 99-3 *	LS 3RD KR	2-1-0. PASS		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRIMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
MAYOR HANNA					
	2-0-0. H HP. AD-99-1 *	2-0-0.	2-0-0.		*
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRIMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
MAYOR HANNA					
	2-0-0.				

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The following items will be considered:

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A. CONSENT AGENDA

1. **APPROVAL OF MINUTES:** Approval of the minutes from the March 2 and March 9, 1999 meetings.
2. *Removed.* **BOTANICAL GARDEN REPORT:** REMOVED FROM CONSENT. ITEM PLACED UNDER NEW BUSINESS, ITEM C.1.
3. *Removed.* **SOFTBALL COMPLEX PHASE 3:** REMOVED FROM CONSENT. ITEM PLACED UNDER NEW BUSINESS, ITEM C.2.
4. **BID 99-25:** A resolution awarding Bid 99-25 to Williams Ford Tractor for the purchase of tractors to be utilized by the City of Fayetteville Pollution Control Plant/Sludge Management Site.
39-99
5. *Removed from agenda.* **WILSON PARK SWIMMING POOL:** REMOVED FROM AGENDA - APPROVED AT MARCH 9, 1999 SPECIAL CITY COUNCIL MEETING.
6. **WHITE RIVER WATER SYSTEM:** A resolution approving amendment number 3 to an engineering contract with McGoodwin, Williams, and Yates to provide for extra compensation in the amount of \$58,793.63.
40-99
7. **TCA BUILDING RENOVATION:** A resolution approving an architectural contract with McGoodwin, Williams, and Yates, in the amount of \$27,988, for services relating to the renovation of the TCA Building.
41-99
8. **BID 99-30:** A resolution awarding Bid 99-30 to Franklin & Sons, low bidder, to reroof the City Administration Building in the amount of \$36,387, and approve a 10% contingency.
42-99

B. OLD BUSINESS

C. NEW BUSINESS

1. **BOTANICAL GARDEN REPORT:** A review of an annual report from the Botanical Garden Society of the Ozarks, Inc.

DONNA PORTER

2. **SOFTBALL COMPLEX PHASE 3:** A resolution approving a construction contract with Buildings, Inc. for Phase III Softball Complex located adjacent to Holcomb School. The construction costs are \$586,959 plus a project contingency amount of \$40,000. And approval of a budget adjustment.

ERIC SHULTZ

3. **RAZORBACK ESTATES WAIVER:** A waiver of Ordinance 3793 to accept money in lieu as the park land requirement of the Razorback Estates Subdivision.

4. **VA 99-2:** An ordinance approving vacation request, VA 99-2, to vacate a 20 foot alley to the east of property located at 820 South College Avenue as submitted by Gary Kahanek and John Birmin of Build A Home.

*DANIELA CORTWRIGHT
GARY KAHANEK*

5. **RZ 99-3:** An ordinance approving rezoning request RZ 99-3 submitted by Dave Jorgensen of Jorgensen and Associates on behalf of WHM Land Investments, Inc. for property located at Wedington Drive and Ruppel Road. The request is to rezone the 2.37 acre property from A-1, Agricultural, to C-1, Neighborhood Commercial.

DAVE JORGENSEN

6. **RZ 99-4:** An ordinance approving rezoning request RZ 99-4 submitted by Dave Jorgensen and Associates on behalf of WHM Land Investments, Inc. for property located at Wedington Drive and Ruppel Road. The request is rezone 4.09 acres from A-1, Agricultural, to C-1, Neighborhood Commercial.

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9. **RURAL FIRE CONTRACTS:** An ordinance amending section 33.046, Code of Fayetteville, to establish annual fees for Rural Fire Contracts for the two year period of 6/1/99 thru 5/31/01.

MICKEY JACKSON

City Council
Final Agenda
March 23, 1999

- 4149 PASSED 7-1-0
10. **CMN BID WAIVER:** An ordinance approving a formal bid waiver of the requirements of competitive bidding for earth work, grading and subgrade work on the sections of Steele Boulevard and Van Asche that the city previously agreed to cost-share in.

- No action
Required
11. **CABLE NEEDS & INTERESTS ASSESSMENT:** A presentation for MARVIN informational purposes of the Cable Board's findings, known as the "Fayetteville BOB WARREN Cable Franchise Needs and Interests Assessment." This study will be used as a basis from which the Franchise Negotiating Committee makes its decisions concerning the terms of the Cable Franchise Renewal.

- 4150 PASS
12. **VA 99-3:** An ordinance approving vacation request VA 99-3 submitted by Laura Kelly on behalf of Town Creek Builders for property located at 404 West Sixth Street. The property is zoned C-2, Thoroughfare Commercial. The request is to vacate a 20 foot alley adjacent to the property. LAURA KELLY
ROB SHARP

- 45-99 PASS
13. **AD 99-1:** Approval of AD 99-1 requesting an amendment to the Master Street Plan submitted by Laura Kelly on behalf of Town Creek Builders for property located at 404 West Sixth Street relocating the proposed north-south collector street west into a railroad right-of-way, parallel to the centerline of South School Street. FORMER

ROSE - BAKERY FEED - REPORT NEXT
C.C. AGENDA MEETING.

SAT. S.S. CLEAN UP. RICHARDSON CENTER.

**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 March 2, 1999 in Room 219 of the City Administration Building, 113 West Mountain, Fayetteville, Arkansas.

ITEMS CONSIDERED

ACTION TAKEN

Approval of the minutes	Approved	
Hwy. 265 Widening	Approved	Res. 33-99
Bid 99-27	Approved	Res. 34-99
Walker Park Parking Lot	Approved	Res. 35-99
Old Missouri and Zion Intersection	Approved	Res. 36-99
VA 98-12	Approved	Ord. 4142
RZ 99-1	Approved	Ord. 4143
RZ 99-2	Approved	Ord. 4144
CH2M Hill	Approved	Res. 37-99
Bakery Foods	Motion to file an injunction	
Cell Towers	Approved	Ord. 4145

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
SPECIAL
CITY COUNCIL MEETING**

A special meeting of the Fayetteville City Council was held on March 9, 1999 at 4:30 p.m. in Room 326 of the City Administration Building, 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Mayor Hanna; Aldermen Reynolds, Austin, Davis, Trumbo, Daniel, Santos, Young and Russell; City Attorney Jerry Rose; City Clerk Heather Woodruff; Staff; Press; and Audience.

TAN HANGAR HVAC SYSTEM

Mayor Hanna introduced an ordinance waiving the requirements of the competitive bidding for replacement of the HVAC System in the Tan Hangar at Drake Field; and awarding a contract to Airworks, Inc., a division of Multi-Craft Contractors, in the amount of \$65,200.

Mayor Hanna explained the city was under a deadline to have the hangar complete. The other reason was the city had received bids.

Mr. Rose read the ordinance for the first time.

Alderman Austin asked what had happened to the original unit.

Mr. Dahlinger explained the original units were approximately 20 years old and were not adequate to cover the entire building. He added the school would be contributing to some of the cost. In response to questions from aldermen, he stated he had received three quotes for the job. There was a standard warranty on the system.

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.

Mr. Rose read the ordinance for the second time.

Alderman Daniel moved to suspend the rules and move to the third and final reading. Alderman Santos seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the third and final time.

Mayor Hanna called for the vote. Upon roll call the motion carried unanimously.

ORDINANCE 4146 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

WILSON PARK SWIMMING POOL

Mayor Hanna introduced a resolution awarding Bid number 99-32 in the amount of \$123,013, plus a contingency amount of \$12,300, to Heckathorn Construction Company for replacing the filter tanks and renovation of the dressing rooms at the Wilson Park Swimming Pool.

Mayor Hanna explained the pool renovation and repairs needed to be made before Memorial Day.

Ms. Connie Edmonston explained they were under a tight time restraint. The filter tanks were going to take longer than they expected.

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

RESOLUTION 38-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

MEETING ADJOURNED AT 5:45 P.M.

**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 March 2, 1999 in Room 219 of the City Administration Building, 113 West Mountain, Fayetteville, Arkansas.

ITEMS CONSIDERED

Approval of the minutes
Hwy. 265 Widening
Bid 99-27
Walker Park Parking Lot
Old Missouri and Zion Intersection
VA 98-12
RZ 99-1
RZ 99-2
CH2M Hill
Bakery Foods
Cell Towers

ACTION TAKEN

Approved
Approved Res. 33-99
Approved Res. 34-99
Approved Res. 35-99
Approved Res. 36-99
Approved Ord. 4142
Approved Ord. 4143
Approved Ord. 4144
Approved Res. 37-99
Motion to file an injunction
Approved Ord. 4145

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
OF THE
FAYETTEVILLE CITY COUNCIL**

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

CONSENT AGENDA

APPROVAL OF THE MINUTES

Approval of the minutes from the February 16, 1999 meeting.

HWY. 265 WIDENING

A resolution approving an engineering contract with RJN Group, Inc. for Hwy. 265 widening (Hwy. 45 to Hwy. 16), including water and sewer relocations in the amount of \$588,853.00. Also approval of a project contingency in the amount of \$588,588.

RESOLUTION 33-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

RESOLUTION 34-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

WALKER PARK PARKING LOT

A resolution approving a budget adjustment to reconstruct the southwest parking lot at Walker Park.

RESOLUTION 35-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

OLD MISSOURI AND 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.

RESOLUTION 36-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

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

OLD BUSINESS

No Old Business

NEW BUSINESS

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-foot wide alley located south of lot 5 and 6 and north of lots 7 and 8.

Alderman Daniel stated she would be abstaining.

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

Alderman Santos moved to suspend the rules and go to the second reading. Alderman Russell seconded the motion. Upon roll call the motion carried by a vote of 7-0-1, Daniel abstaining.

City Attorney Rose read the ordinance for the second time.

Alderman Trumbo moved to suspend the rules and go to the third and final reading. Upon roll call the motion carried by a vote of 7-0-1. Daniel abstaining.

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 carried by a vote of 7-0-1. Daniel abstaining.

ORDINANCE 4142 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RZ 99-1

Mayor Hanna introduced 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, Agricultural to R-2, Medium Density Residential.

Alderman Young stated he would be abstaining from the vote.

City Attorney Rose read the ordinance for the first time.

Alderman Austin moved to suspend the rules and go to the second reading. Alderman Santos seconded the motion. Upon roll call the motion carried by a vote of 7-0-1, Young

abstaining.

City Attorney Rose read the ordinance for the second time.

Alderman Austin moved to suspend the rules and move to the third and final reading. Alderman Daniel seconded the motion. Upon roll call the motion carried by a vote of 7-0-1, Young abstaining.

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 motion carried by a vote of 7-0-1, Young abstaining.

ORDINANCE 4143 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RZ 99-2

Mayor Hanna introduced an ordinance approving rezoning request RZ 99-2 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.

City Attorney Rose read the ordinance for the first time.

Alderman Reynolds stated it was his understanding this was an addition to an existing building.

Alderman Santos asked if there would be a problem with getting the building out of the right-of-way.

Ms. Alett Little, Planning Director, replied they did not expect a problem with the lean to shed. However they needed to keep it because it was part of their storage.

Alderman Russell moved to suspend the rules and go to the second reading. Alderman Davis seconded the motion. Upon roll call the motion carried by a vote of 8-0-0.

City Attorney Rose read the ordinance for the second time.

Alderman Davis moved to suspend the rules and move to the third and final reading. Alderman Daniel seconded the motion. 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 4144 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CH2M HILL

Mayor Hanna introduced a resolution approving a contract amendment number two, NPDES Permitting Assistance, with CH2M Hill in the amount of \$94,370.

Alderman Young had asked the item to be removed from the consent agenda to have some questions answered.

In response to questions from Alderman Young, Mr. Murray Fleming stated the calibration model had been approved which would need to be run during different seasons and different weather conditions.

Alderman Russell asked if the city needed to prepare a permit even though they were not sure there was even going to be a second plant.

Mr. Fleming replied they could get a permit but they could not plan the plant. He added they were trying to move on the two items together, getting the permit and proceeding on with plant plans.

There was no public comment.

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

RESOLUTION 37-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BAKERY FEEDS

Mayor Hanna open for discussion the legal alternative regarding Bakery Feeds.

City Attorney Rose explained the current situation with Bakery Feeds. The Planning Commission had considered whether or not to give them a conditional use, 2/8/99. That request had been denied. They were located in an I-1 use. The Planning Commission did not believe they were a center for recycling. He stated Bakery Feeds had appealed that decision to the Circuit Court. He explained the court would become the Planning Commission and the application for a conditional use would start completely over. The case was currently in litigation.

He explained the alternative the city could take. There were two possible actions. One was an injunction relief, which would be for a simple cause of action. They were in an I-1 zone. The

Planning Commission had determined they were not in the correct zoning. They thought they were a manufactory which needed to be in an I-2 zoning. The injunction would keep them from doing what they are currently doing in that zoning district. If the City were to bring an injunction against them, their possible defenses could be that they were in the correct zone, and they were what they said they were and were in the correct zone. They could state that they were grandfathered in. However, he did not believe it would be a good defense. The third option was estoppel, which meant that the city knew what they were doing and had done nothing for such a long period of time that it was too late to do anything about it now. He read the four elements of an estoppel. He thought this would be a good defense. In previous cases four months had been enough time for an estoppel to occur.

He stated if they believed they were not in accord with the city ordinances he urged them to give him the authority to enforce the city ordinances.

Alderman Russell questioned if Bakery Feeds had applied for a permit in the past.

Mr. Venable replied the only permit they had applied for was a permit for the footing of the smokestack.

Mr. Rose asked them to be very straightforward and not to cloud the issue. He asked if they were in a zone in which they were supposed to be in. He had been assured that if there was a possibility of a settlement they would be willing to consider it. He requested the council to give him the authority to consider a settlement before he filed suit against Bakery Feeds.

He explained the other option of filing a law suit was under public nuisance. The standard was very high. He read the definitions of a nuisance. Generally, a lawful business cannot be considered a nuisance nor does it become a nuisance because of the depreciation of property values. He read several definitions of nuisance.

He recommended that by using the injunction they would be putting everything that was an issue would be an issue. He did not recommend preceding with a nuisance. There was no estoppel on a nuisance. They could always come back later. It was also his understanding there would be some private action. He did not recommend the council give him the authority to file a nuisance suit.

Alderman Trumbo stated that this issue belonged in a court of law.

Alderman Trumbo moved that the city attorney file an injunction lawsuit and proceed with the city attorney recommendation. In addition, give him time to seek a settlement.
Alderman Austin seconded the motion.

Alderman Reynolds thought Bakery Feeds was going to have to work with the people in the south

part of town because they had not been a good neighbor in the past.

In response to questions from aldermen, Mr. Rose stated any settlement he negotiated would come back to city council for approval.

Alderman Trumbo thought the city needed to proceed with the injunction. He did not believe they needed to have public comments because it would be going to court.

Mayor Hanna though any comments at this time might prejudice Mr. Rose's work.

Alderman Young stated Bakery Feeds had taken the position that the Planning Commission had denied their conditional use permit, however it was his understanding the Planning Commission had found they were not in the proper zoning district and were not able to proceed. He questioned how the city could prevent this from happening in the future.

Mayor Hanna called for the vote. Upon roll call the motion carried unanimously.

NO RESOLUTION OR ORDINANCE WILL STAND BY MOTION.

CELL TOWERS

Mayor Hanna introduced an ordinance staying applications for cell tower placement pending the development of a new cell tower ordinance.

Mr. Rose read the ordinance for the first time.

Ms. Little noted several important points on a handout. Local authority may not regulate cell towers based on environmental impact as long as they comply with federal standards. Cities's may deny requests based on aesthetics, preserving the character of neighbors or areas, or because multiple towers were not necessary. Cities may not rely on public opposition to deny a request for a cell tower. She thought the article gave a balanced view. She asked the council to be very specific on their direction on writing the new ordinance.

Alderman Davis stated it was not his intention to ban cellular towers, but he had received over 135 calls last week that did not want to have the cell tower in the proposed location. He noted there were several other towers being proposed. He was wanting to put a freeze on all current and future applications for cell towers. He thought the city could hold all current applications until a new ordinance could be written.

Mr. Rose replied the applicant had the right to rely on the laws that were in affect when they applied. The majority of courts in the United States had ruled that the applicant had the right to rely on the laws in effect the day they applied. He stated the city had always allowed all the applicants in the pipe line to complete the process.

In response to questions from Alderman Davis, Ms. Little stated the Planning Commission had requested the applicant look at any other sites that they could locate. Southwestern Bell had discovered it would take three locations to get the same coverage this location would give them.

Alderman Davis suggested that in the moratorium or freeze of the ordinance include in what zones they want towers located, height limitations, co-location of towers, if towers become obsolete who is responsible for taking the tower down. He iterated that we need to protect the skyline from an overabundance of towers.

Alderman Trumbo questioned who would pay to have a tower removed.

Mr. Craig Hull stated there was a removal of improvement clause in the leases which required the owner or lessor to remove the tower .

Alderman Santos asked why they did not locate on the existing water tower, rather than building a separate tower.

Mr. Hull explained they were cooperating with the city. There were several other towers on the tank.

Alderman Santos asked how the towers would interfere with the operation of the tanks.

Mr. Venable replied maintenance of the tank was the main concern.

Mr. Rose suggested staff to work with the aldermen in the development of the new ordinance. He noted there was considerable flexibility in the current ordinance which required a conditional use which would have to go before the Planning Commission. He added he could not recommend they freeze the current applicants in the process.

Alderman Davis expressed concern about more applicants coming in for cell towers before the new ordinance was in place.

Mr. Rose stated he was comfortable with the idea that the city was not going to accept or process applications for cell towers for six months pending the development of a new ordinance.

Alderman Davis asked if they could regulate cell towers in the growth area.

Ms. Little stated the city had some control over the growth area on development. The city's subdivision regulations applied. Zoning did not. Conditional uses were a function of the zoning. She explained the staff had a list of information the applicant would have to provide them. She read the list the applicant must submit to the Planning Commission.

In response to questions from Alderman Trumbo, Mr. Rose stated the Planning Commission could place restrictions on the conditional use. He stated the Planning Commission could deny a conditional use if they had good reasons.

Alderman Trumbo questioned how the cell tower on Hwy. 45 was built without complying with all those conditions.

Ms. Little replied the cell tower was not inside city limits.

Mr. Mark Stogla, Southwestern Bell Wireless, presented information regarding cell towers. They were trying to work with Planning to make the cell tower as unobtrusive as possible. He stated it would be devastating to them if their application were included in the moratorium. The issue of co-location was something they were still trying to work out. He asked that the moratorium not apply to existing structures. He thought the conditional use process was more restrictive than most ordinances. He introduced his associates Kit Turner, Bobby Farrell.

Mr. Stewart, Southwestern Bell, stated he had met with Ms. Little about shorter towers, co-location and stealth construction. He added in that area there was a lot of problems. They were proposing to replicate what they had done in other cities by designing a tower to look like a church steeple. He stressed the fact it was a church steeple with cell tower equipment. He had looked at other sites, but to replicate the coverage this site would provide would take three locations. He stressed the fact the tower would be a church steeple. He did not believe property values would decrease. They had an affidavit from a local appraiser who could ascertain that there would be no property devaluation. American Cancer Society was not concerned about health affects of towers. The proposed towers would be digital. He thought they were giving the city what it was requesting.

Mayor Hanna stated he received a call from a citizen expressing concern about the affects of a cell phone on pace makers.

Mr. Stewart explained the person should not carry their phone in the front pocket.

Mr. Lloyd Bowen, an area resident, stated he was concerned about the affects of the tower on his pacemaker and the value of his property. He expressed frustration that he had not be notified of the proposed tower being located in his neighborhood. His pacemaker company had told him not to get a cell phone within one and a half feet of his pacemaker. He questioned the amount of frequency that would be coming off the tower.

Mayor Hanna clarified, Mr. Bowen's concerns were that the health factor of the location of the cell tower would decrease the value of his property.

Mr. Bowen stated the church had a day care and he questioned the affects the cell tower would have on the children. He explained his health conditions and the cautions expressed by his pacemaker's company. He stated the tower would be intruding on his neighborhood. He stated he did not believe half of what the Southwestern Bell was telling them.

Alderman Davis read an article which noted the increase in childhood leukemia from cell towers.

Mr. Stewart replied most of the studies he had read had to do with overhead power lines.

Alderman Davis presented another article on mice with use of cell towers.

Alderman Young stated this was a technical instrument affecting another technical instrument. The cell tower was affecting his pacemaker.

Alderman Davis quoted another article reporting the affects of cell towers on other medical equipment.

Alderman Austin stated some hospitals had requested him not to use his cell phone in a hospital. He questioned how close the frequency would be from the cell phone to the medical equipment. He noted that the item before them was not their request, but a future ordinance.

Alderman Austin stated he was more concerned about the frequency than the wattage. He asked if anyone could answer the question.

Dr. Reynolds, an area physician, felt Southwestern Bell needed to construct three separate towers rather than one. The people who lived next to the tower would be affected by all the waves. The neighbors did not know they were going to be proposing a tower. The neighbors needed the time to organize.

Mr. Jim Smith, Altell, stated they tried to use existing structures and to work with cities. They wanted to be proactive. He suggested building an industry panel before they adopted a moratorium. He stressed this would affect their growth and emergency services. He asked them to consider a 90 day moratorium and to allow them to help in writing the ordinance.

Mr. Steve Ward, an area resident, stated the city had not heard from the citizens who used these facilities. He thought this would hold up the development. He noted it was also a safety issue. Most of the 911 calls were from cellular phones.

Alderman Russell noted everyone wanted the benefits of the cellular services. They were not wanting to ban cellular services. He did not believe it would take six months to come up with a new ordinance.

Alderman Young stated they could repeal the moratorium if they completed the ordinance before six months.

Mr. Rose read the amendment to the ordinance which included an emergency clause.

In response to the public, Mr. Rose stated the applicant had the right to rely on the current laws when they submitted their application. He noted the item would be going in front of the Planning Commission.

Alderman Young moved to accept the amendment to the ordinance. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

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

Mr. Rose read the ordinance for the second time.

Alderman Russell moved to go to the third and final reading without suspending the rules. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance in its entirety.

Mayor Hanna called for the vote. Upon roll call the motion carried unanimously.

Mr. Rose stated there needed to be a separate vote for the emergency clause.
Mayor Hanna called for the vote. Upon roll call the emergency clause carried unanimously.

ORDINANCE 4145 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Meeting adjourned at 8:45 p.m.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

March 9, 1999

**AGENDA SESSION
FOR
MARCH 23, 1999
CITY COUNCIL MEETING**

ADDITIONAL INFORMATION:

1. SOFTBALL COMPLEX: Additional information for Item 3 under Consent agenda

NEW ITEMS:

- Consent*
1. REROOF CITY ADMINISTRATION BUILDING:
 2. NEEDS AND INTEREST ASSESSMENT:

TENTATIVE AGENDA
FAYETTEVILLE CITY COUNCIL
MARCH 23, 1999

A meeting of the Fayetteville City Council will be held on March 23, 1999 at 6:30p.m. in room 219 of the City Administration Building, 113 West Mountain Street, Fayetteville, Arkansas.

The following items will be considered:

A. CONSENT

1. **APPROVAL OF MINUTES:** Approval of the minutes from the March 2, 1999 meeting.
2. **BOTANICAL GARDEN REPORT:** A review of an annual report from the Botanical Garden Society of the Ozarks, Inc.
3. **SOFTBALL COMPLEX PHASE 3:** A resolution approving a construction contract with Buildings, Inc. for Phase III Softball Complex located adjacent to Holcomb School. The construction costs are \$586,959 plus a project contingency amount of \$40,000. And approval of a budget adjustment.
4. **Bid 99-25:** A resolution awarding Bid 99-25 to Williams Ford Tractor for the purchase of tractors to be utilized by the City of Fayetteville Pollution Control Plant/Sludge Management Site.
5. **WILSON PARK SWIMMING POOL:** A resolution approving bid award for the replacement of the filter tanks and renovation of the dressing rooms at Wilson Park Swimming Pool. Bids will be open on Friday, March 5, 1999.
6. **WHITE RIVER WATER SYSTEM:** A resolution approving amendment number 3 to an engineering contract with McGoodwin, Williams, and Yates to provide for extra compensation in the amount of \$58,793.63.
7. **TCA BUILDING RENOVATION:** A resolution approving an architectural contract with McGoodwin, Williams, and Yates, in the amount of \$27,988, for services relating to the renovation of the TCA Building.

B. OLD BUSINESS

C. NEW BUSINESS:

1. **RAZORBACK ESTATES WAIVER:** A waiver of Ordinance 3793 to accept money in lieu as the park land requirement of the Razorback Estates Subdivision.
2. **VA 99-2:** An ordinance approving vacation request, VA 99-2, to vacate a 20 foot alley to the east of property located at 820 South College Avenue as submitted by Gary Kahanek and John Birmin of Build A Home.
3. **RZ 99-3:** An ordinance approving rezoning request RZ 99-3 submitted by Dave Jorgensen of Jorgensen and Associates on behalf of WHM Land Investments, Inc. for property located at Wedington Drive and Ruppel Road. The request is to rezone the property from A-1, Agricultural, to C-1, Neighborhood Commercial.
4. **RZ 99-4:** An ordinance approving rezoning request RZ 99-4 submitted by Dave Jorgensen and Associates on behalf of WHM Land Investments, Inc. for property located at Wedington Drive and Ruppel Road. The request is rezone 4.09 acres from A-1, Agricultural, to C-1, Neighborhood Commercial.
5. **RZ 99-5:** An ordinance approving rezoning request RZ 99-5 submitted by Dave Jorgensen and Associates on behalf of WHM Land Investments, Inc. for property located at Wedington Drive and Ruppel Road. The request is to rezone 21.91 acres from A-1, Agricultural to R-2, Medium Density Residential.
6. **RURAL FIRE CONTRACTS:** An ordinance amending section 33.046, Code of Fayetteville, to establish annual fees for Rural Fire Contracts for the two year period of 6/1/99 thru 5/31/01.
7. **CMN COST SHARE AND BID WAIVER:** An ordinance approving a 50/50 cost share and a formal bid waiver to allow the City to cost-share with the developer (CMN) and the developer to acquire the work through private bidding and/or negotiations for the site preparation, grading, drainage, earthwork, etc... as necessary to construct the street subgrade of the proposed streets.

STAFF REVIEW FORM

Botanical Gardens Rpt.
A.2.1

xx AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting March 16, 1999

FROM:

Connie Edmonston

Parks & Recreation

Public Works

Name

Division

Department

ACTION REQUIRED:

Review of an annual report from the Botanical Garden Society of the Ozarks, Inc.

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

Stephene Sandoz
 Budget Coordinator

Wanda D. Cross
 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn J. Cramer
 Accounting Manager

2-26-99
 Date

ADA Coordinator

Date

Robert L. [Signature]
 City Attorney

2-25-99
 Date

Internal Auditor

Date

P. Vice
 Purchasing Officer

2-25-99
 Date

STAFF RECOMMENDATION:

Review of annual report.

Connie Edmonston
 Division Head

2-23-99
 Date

Cross Reference

Wanda D. Cross
 Department Director

2-26-99
 Date

New Item: Yes No

Wanda D. Cross
 Administrative Services Director

2/26/99
 Date

Prev. Ord/Res

#:

Fred [Signature]
 Mayor

2/16/99
 Date

Orig Contract

Date:

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council

THRU: Charlie Venable, Public Works Director

FROM: *CE* Connie Edmonston, Parks & Recreation Superintendent

DATE: February 23, 1999

SUBJECT: Botanical Garden Society of the Ozarks, Inc. Annual Report

On September 2, 1997, the City Council approved a 25 year lease agreement with the Botanical Garden Society of the Ozarks, Inc. for 99 acres on the southeast side of Lake Fayetteville. According to the lease agreement, the Botanical Garden Society is to present an annual progress review to the Parks and Recreation Advisory Board (PRAB) and the City Council. A presentation was made to PRAB on October 5, 1998. Enclosed is the annual report for your review.

Attachments:
Annual Report
Map



BOTANICAL GARDEN SOCIETY OF THE OZARKS, INC.

P.O. Box 3079 • Fayetteville, Arkansas 72702-3079 • 501-443-6638

BOTANICAL GARDEN SOCIETY OF THE OZARKS, INC.

1998-99 ANNUAL REPORT

- Grant awarded to BGSO by the Stanley Smith Horticultural Trust in the amount of \$20,000 for part-time Director's position. Society's first paid Director, Donna Porter, began position 1-98. Position was refunded for 1999. Plans are for this position to become full-time in 2000.

- BGSO forms first Advisory Council consisting of the following 11 members: John Lewis, Ann Henry, Olivia Sordo, Dan Ferritor, Bill Rogers, Leta Harrison, Dick Bennett, Sarah Burnside, Cy Sutherland, Merlin Augustine, Carl Totemeier

Phase One Development progress:

- A nationwide search for a Landscape Architectural firm to develop the garden's Master Plan began last September and resulted in the selection of two firms from a list of twelve. An interview was conducted on January 20, with Environmental Planning and Design out of Pgh, PA. Council woman Heather Daniels attended. The Portico Group out of Seattle, WA came to town to interview on February 11. (Interviews were video taped by FGC Channel 3, and are being shown on Channel 3). Both of these firms possess extensive experience in master planning of botanical gardens. BGSO's Master Planning Committee will make their recommendation to the BGSO Board at the March Board meeting. Funding is being sought for the master planning. Fayetteville's A & P allocated \$8,000 of matching funds toward the master plan. Projections are to begin this work in September 1999. Master Planning will not begin until all funding is secured.

- "Site Work" is conducted every 3rd Saturday of the month, 8 months out of the year by our volunteers. Site work includes trail maintenance, plantings, trash pick-up, small construction projects, sign installation, etc... Many of the following items are results of this volunteer work:

- Trail work has continued from the east to west. Must walk trail from the east to appreciate the work that has been completed. Approx. 1/3 of trail has been completed. Trail work entails:

Botanical Gardens Rpt.

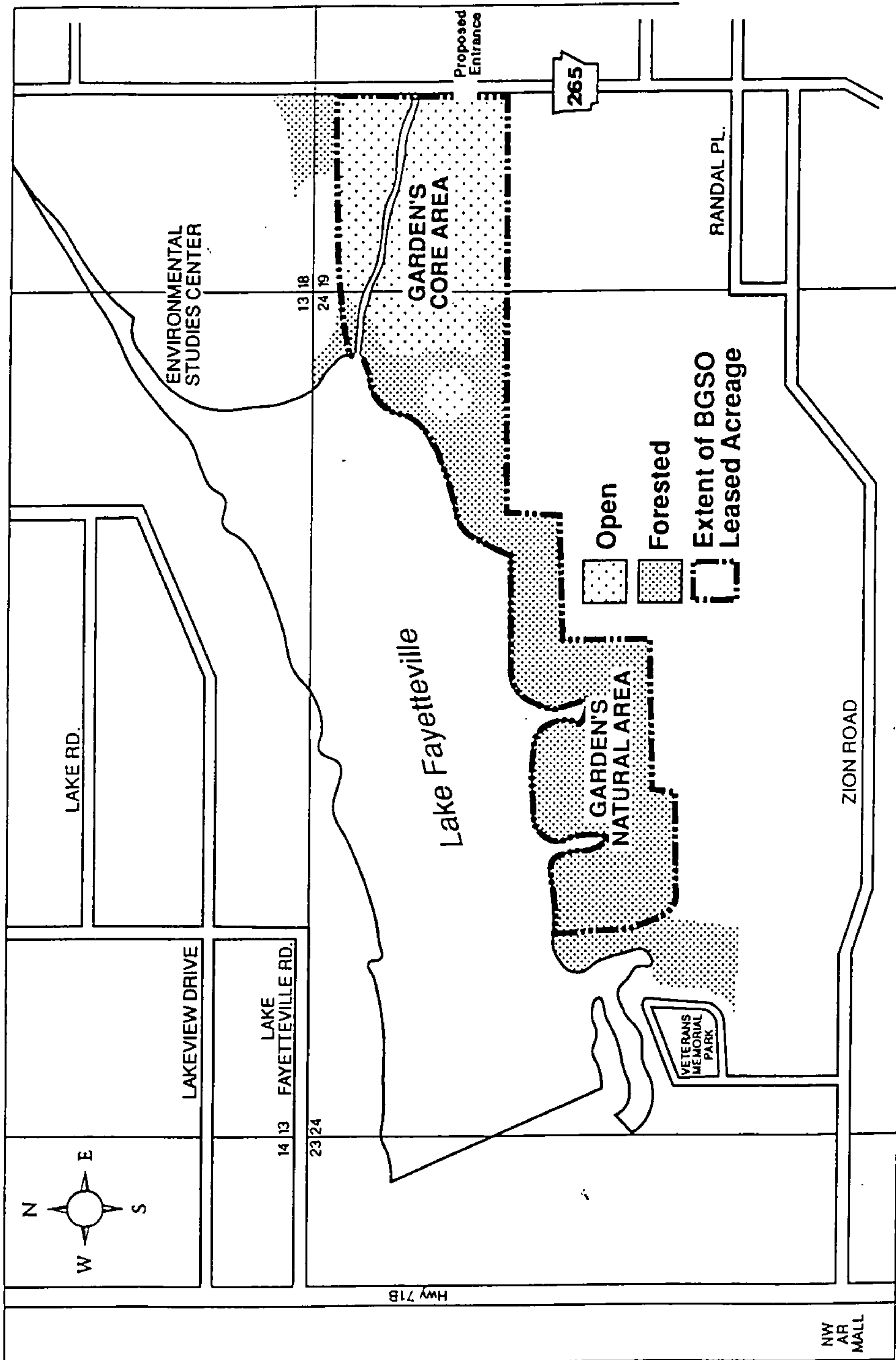
A.2.4

- Removal of fallen limbs along trail
 - Spraying of poison ivy along trail (done in compliance with City's pesticide ordinance). Will repeat spray this summer.
 - Clearing of a swath, approx. 5 feet from center of trail, on each side of trail. This allows for easier accessibility. Does not entail removal of any large trees. Undesirable plants are removed by grubbing out roots versus pruning back. Also includes selective pruning of tree limbs.
 - Removal of Japanese Honeysuckle from trees and trail.
 - Picking up trash along trail and along lake shore
- "Future Home of the Botanical Garden of the Ozarks" **sign constructed** and installed on northeastern portion of site along hwy. 265.
- **First Commemorative tree planted** on site in memory of Dr. William Bonner in conjunction with U of A Landscape Architecture Dept. Our Commemorative Tree Planting Program offers 1-1 1/2" caliper trees to be planted on the site, planted and maintained by BGSO volunteers with plaques. Cost for a commemorative tree is \$500.00. Proceeds from this program go toward site projects.
- In spring and summer of 1998, BGSO contracted with two growers to grow wildflower seedlings for the **Wildflower Meadow**. BGSO contracted with growers so that established plants were installed versus seeds. This should greatly improve success rate. BGSO's volunteers transplanted 4,000 seedlings from pots into the Wildflower Meadow in the fall of 1998. This area covers approximately 15,000 square feet and is the first significant planting installed on the site. Pathways throughout the planting will allow for public access and will make labeling and maintenance of the wildflowers easier. Maintenance of this planting will be a priority on our site work days. Remaining wildflowers were planted throughout site in February.
- BGSO's Plans & Properties Committee is drafting **designs for a small, temporary maintenance building** on the site. This building will be used mainly for tool storage. Location for this building is to the south of the trail's eastern head, near the woods edge. Funding and in-kind materials are being sought. Construction is planned to begin in spring of 1999. (Will submit construction plans to Parks Board if necessary).

OTHER

- Funding to reprint and distribute 2,500 Tree Trail Guides was obtained through The Ozark Society Foundation. The Tree Trail guide corresponds to the labeled trees along the trail and will serve to encourage more public use of this trail and for educational purposes.
- Funding for a Site Managers position are being sought for the year 2000. This person will be responsible for site projects and site maintenance.
- General Liability Insurance policy was acquired in January of 1998. A copy of this has been provided to Connie Edmonsten. This policy was renewed in January of 1999.

BOTANICAL GARDEN SOCIETY OF THE OZARKS, INC. LEASED ACREAGE AT LAKE FAYETTEVILLE (TOTAL 100 ACRES)



STAFF REVIEW FORM

Softball Complex, Ph. 3
A.3.1

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of March 16, 1999

FROM:

Connie Edmonston

 Name

Parks & Recreation

 Division

Public Works

 Department

ACTION REQUIRED:

Approval of a construction contract with Buildings, Inc. for Phase III Softball Complex located adjacent to Holcomb School. The construction costs are \$586,959 plus a project contingency amount of \$40,000. Total amount is \$626,959 with attached budget adjustment.

COST TO CITY:

\$626,959

 Cost of this Request

\$ 825,949

 Category/Project Budget

Softball Complex

 Category/Project Name

2250 9250 5806 00

 Account Number

\$ 234,718

 Funds Used To Date

Park Improvements

 Program Name

96093

 Project Number

\$ 591,231

 Remaining Balance

HMR/Parks Development

 Fund

BUDGET REVIEW: 2/26/99 ☒ 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:

Approval of construction contract with Buildings, Inc.

Connie Edmonston

 Division Head

2-26-99

 Date

Cross Reference

Department Director

Date

New Item: Yes No

Administrative Services Director

Date

Prev Ord/Res
 #:

Mayor

Date

Orig Contract
 Date:

DEPARTMENTAL CORRESPONDENCE

To: Mayor Fred Hanna and City Council

Thru: Charlie Venable, Public Works Director
Connie Edmonston, Parks & Recreation Superintendent *C.E.*

From: *AK* Kim J. Rogers, Parks Operations Coordinator

Date: February 25, 1999

Subject: Award of Construction Contract for the Softball Complex Phase III near Holcomb Elementary School on Salem Road - Bid #98720

The Parks & Recreation Division requests approval of a construction contract with the low bid of \$586,959 from Buildings, Incorporated for the Softball Complex located adjacent to Holcomb Elementary School. Phase III development will consist of signage, concrete concourse, bleachers, sports field lighting, general lighting, scorekeeper huts, maintenance building, and a concession/restroom facility.

In addition to the construction costs are \$586,959 we also request a seven percent project contingency in the amount of \$40,000 making the total request of \$626,959. This is within our total HMR project budget with a budget adjustment from the Parks Maintenance Complex fund of approximately \$36,000 since this project has a higher priority. The remaining funds will be used in Phase IV to complete this project which includes going through the Planning Division's Large Scale Development requirements of widening Salem Road and construction of a sidewalk. The estimate for Large Scale Development is \$105,000 to begin in the year 2000.

*Attachments: Staff Review Form
Staff Review Comment Sheet
Bid Tabulation Form
Purchase Requisition Form*

BID SUBULATION

BID DATE: Thursday, February 25 @ 2:00 PM

PROJECT: Crystal Springs Softball Fields Phase III - #98720

GENERAL CONTRACTORS	Buildings Inc.	Heckathorn Const.	Harrison-Davis Construction	May Construction	Midland Construction
Amount Incl. In base bid for trenching safety provisions	112874.39		15.00		
Cost per C.Y. additional excavation not indicated on Bid Documents	100.00		15.00/07		
Subcontractor: Plumbing Work	1418.00		15.00/07		
License No.	0007690999		15.00/07		
Subcontractor: Mechanical Work	1418.00		15.00/07		
License No.	0007690999		15.00/07		
Subcontractor: Electrical Work	1418.00		15.00/07		
License No.	0007690999		15.00/07		
Subcontractor: Roofing / Sheet Metal	1418.00		15.00/07		
License No.	0007690999		15.00/07		
Unit Prices variations where quantity of clay-gravel structural fill required is more than indicated on the bid documents - Add	15.00/07		15.00/07		
Unit Prices variations where quantity of clay-gravel structural fill required is less than indicated on the bid documents - Deduct	15.00/07		15.00/07		
Unit Prices for variations in depth of continuus footings - Add	15.00/07		15.00/07		
Unit Prices for variations in depth of continuus footings where rock size of one-half cubic yard or larger is encountered that requires use of airhammers for excavation - Add	15.00/07		15.00/07		

BID TABULATION

PROJECT: Crystal Springs Softball Fields Phase III - #98720 BID DATE: Thursday, February 25 @ 2:00 PM

GENERAL CONTRACTORS		Buildings Inc.	Heckathorn Const.	Harrison-Davis Construction	May Construction	Midland Construction
Base Bid		506,959		630,000.00		
Contractor's License No.		0078742399		0016150299		
Bid Security		YES		YES		
Alternate Bid No. 1 <Deduct>		4000.00		3000.00		
Alternate Bid No. 2 <Deduct>		20,000.00		10,000.00		
Alternate Bid No. 3 <Deduct>		700.00		300.00		
Alternate Bid No. 4 <Deduct>		3000.00		7000.00		
Alternate Bid No. 5 <Deduct>		2800.00		2000.00		
Alternate Bid No. 6 <Deduct>		19,000.00		17,000.00		
Alternate Bid No. 7 <Deduct>		10,100.00		5000.00		
Consecutive Days for Completion		160		180		
Addendum #1, #2 Received		YES / YES		YES / YES		
Yes No						

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

**Softball Complex, Ph. 3
A.3.5**

Budget Year 1999	Department: Sales Tax Capital Fund Division: Program:	Date Requested 02/26/99	Adjustment #
----------------------------	--	-----------------------------------	---------------------

Project or Item Requested: Additional funding is requested for the Girls Softball Complex.	Project or Item Deleted: None. A portion of the fundig for the Parks maintenance Complex is proposed.
--	---

Justification of this Increase: The low bid for this project including contingencies is greater than the funding budhgeted.	Justification of this Decrease: The Girls Softball Complex is a higher priority project.
---	--

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Park Improvemets	40,000	4470 9470 5806 00	96093 1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Park Improvemets	40,000	4470 9470 5806 00	97019 20

Approval Signatures	Budget Office Use Only																																								
<table style="width:100%;"> <tr> <td style="width:60%;">Requested By</td> <td style="width:40%;">Date</td> </tr> <tr> <td>Budget Coordinator</td> <td>Date</td> </tr> <tr> <td>Department Director</td> <td>Date</td> </tr> <tr> <td>Admin. Services Director</td> <td>Date</td> </tr> <tr> <td>Mayor</td> <td>Date</td> </tr> </table>	Requested By	Date	Budget Coordinator	Date	Department Director	Date	Admin. Services Director	Date	Mayor	Date	<table style="width:100%;"> <tr> <td>Type:</td> <td>A</td> <td>B</td> <td>C</td> <td>D</td> <td>E</td> </tr> <tr> <td>Date of Approval</td> <td colspan="5">_____</td> </tr> <tr> <td>Posted to General Ledger</td> <td colspan="5">_____</td> </tr> <tr> <td>Posted to Project Accounting</td> <td colspan="5">_____</td> </tr> <tr> <td>Entered in Category Log</td> <td colspan="5">_____</td> </tr> </table>	Type:	A	B	C	D	E	Date of Approval	_____					Posted to General Ledger	_____					Posted to Project Accounting	_____					Entered in Category Log	_____				
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Posted to Project Accounting	_____																																								
Entered in Category Log	_____																																								

STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of March 16, 1999
 FROM: _____

Connie Edmonston
 Name _____

Parks & Recreation
 Division _____

Public Works
 Department _____

ACTION REQUIRED:

Approval of a construction contract with Buildings, Inc. for Phase III Softball Complex located adjacent to Holcomb School. The construction costs are \$586,959 plus a project contingency amount of \$40,000. Total amount is \$626,959 with attached budget adjustment.

COST TO CITY:

\$626,959
 Cost of this Request

2250 9250 5806 00
 Account Number

96093
 Project Number

\$ 825,949
 Category/Project Budget

\$ 234,718
 Funds Used To Date

\$ 591,231
 Remaining Balance

Softball Complex
 Category/Project Name

Park Improvements
 Program Name

HMR/Parks Development
 Fund

BUDGET REVIEW: ✓ Budgeted Item ✓ Budget Adjustment Attached

[Signature] 2/26/99
 Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

[Signature]
 Accounting Manager

3-9-99
 Date

ADA Coordinator _____ Date

[Signature]
 City Attorney

3-9-99
 Date

[Signature] 3-9-99 ✓
 Internal Auditor Date

[Signature]
 Purchasing Officer

3-9-99
 Date

STAFF RECOMMENDATION:

Approval of construction contract with Buildings, Inc.

[Signature]
 Division Head

2-26-99
 Date

Cross Reference

[Signature]
 Department Director

3-9-99
 Date

New Item: Yes No

Administrative Services Director

Pray Ord/Res
 #: _____

[Signature]
 Mayor

3/9/99
 Date

Orig Contract
 Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor Fred Hanna and City Council

Thru: Charlie Venable, Public Works Director
Connie Edmonston, Parks & Recreation Superintendent *C.E.*

From: *KJR* Kim J. Rogers, Parks Operations Coordinator

Date: February 25, 1999

Subject: Award of Construction Contract for the Softball Complex Phase III near Holcomb Elementary School on Salem Road - Bid #98720

The Parks & Recreation Division requests approval of a construction contract with the low bid of \$586,959 from Buildings, Incorporated for the Softball Complex located adjacent to Holcomb Elementary School. Phase III development will consist of signage, concrete concourse, bleachers, sports field lighting, general lighting, scorekeeper huts, maintenance building, and a concession/restroom facility.

In addition to the construction costs are \$586,959 we also request a seven percent project contingency in the amount of \$40,000 making the total request of \$626,959. This is within our total HMR project budget with a budget adjustment from the Parks Maintenance Complex fund of approximately \$36,000 since this project has a higher priority. The remaining funds will be used in Phase IV to complete this project which includes going through the Planning Division's Large Scale Development requirements of widening Salem Road and construction of a sidewalk. The estimate for Large Scale Development is \$105,000 to begin in the year 2000.

*Attachments: Staff Review Form
Staff Review Comment Sheet
Bid Tabulation Form
Purchase Requisition Form*

BID TABULATION

PROJECT: Crystal Springs Softball Fields Phase III - #98720

BID DATE: Thursday, February 25 @ 2:00 PM

GENERAL CONTRACTORS	Buildings, Inc.	Heckathorn Const.	Harrison-Davis Construction	May Construction	Midland Construction
Amount Incl. In base bid for trenching safety provisions	1128747399		1500.00		
Cost per C.Y. additional excavation not indicated on Bid Documents	100.00		1500.00		
Subcontractor: Plumbing Work	100.00		1500.00		
License No.	0007690999		0011870900		
Subcontractor: Mechanical Work	0007690999		0011870900		
License No.	0007690999		0011870900		
Subcontractor: Electrical Work	0007690999		0011870900		
License No.	0007690999		0011870900		
Subcontractor: Roofing / Sheet Metal	0007690999		0011870900		
License No.	0007690999		0011870900		
Unit Prices variations where quantity of clay-gravel structural fill required is more than indicated on the bid documents - Add	100.00		1500.00		
Unit Prices variations where quantity of clay-gravel structural fill required is less than indicated on the bid documents - Deduct	100.00		1500.00		
Unit Prices for variations in depth of continuous footings - Add	100.00		1500.00		
Unit Prices for variations in depth of continuous footings where rock size of one-half cubic yard or larger is encountered that requires use of airhammers for excavation - Add	100.00		1500.00		

BID TABULATION

BID DATE: Thursday, February 25 @ 2:00 PM

PROJECT: Crystal Springs Softball Fields Phase III - #98720

GENERAL CONTRACTORS		Buildings Inc.	Heckathorn Const.	Harrison-Davis Construction	May Construction	Midland Construction
Base Bid		506,959		630,000.00		
Contractor's License No.		0028742399		0016150299		
Bid Security		YES		YES		
Alternate Bid No. 1 <Deduct>		4000.00		3000.00		
Alternate Bid No. 2 <Deduct>		20,000.00		10,000.00		
Alternate Bid No. 3 <Deduct>		700.00		300.00		
Alternate Bid No. 4 <Deduct>		3500.00		7000.00		
Alternate Bid No. 5 <Deduct>		2800.00		2000.00		
Alternate Bid No. 6 <Deduct>		19,000.00		17,000.00		
Alternate Bid No. 7 <Deduct>		10,100.00		15,000.00		
Consecutive Days for Completion		160		180		
Addendum #1, #2 Received		YES / YES		YES / YES		
Yes / No						

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

Budget Year 1999	Department: Sales Tax Capital Fund Division: Program:	Date Requested 02/26/99	Adjustment #
----------------------------	--	-----------------------------------	---------------------

Project or Item Requested: Additional funding is requested for the Girls Softball Complex.	Project or Item Deleted: None. A portion of the fundig for the Parks maintenance Complex is proposed.
--	---

Justification of this Increase: The low bid for this project including contingencies is greater than the funding budhgeted.	Justification of this Decrease: The Girls Softball Complex is a higher priority project.
---	--

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Park Improvemets	40,000	4470	9470	5806	00	96093	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Park Improvemets	40,000	4470	9470	5806	00	97019	20

Approval Signatures		Budget Office Use Only					
Requested By	Date	Type:	A	B	C	D	E
Budget Coordinator	Date	Date of Approval	_____				
Department Director	Date	Posted to General Ledger	_____				
Admin. Services Director	Date	Posted to Project Accounting	_____				
Mayor	Date	Entered in Category Log	_____				

AIA DOCUMENT A101-1997**Standard Form of Agreement Between Owner and Contractor**
where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the _____ day of March
in the year Nineteen Hundred Ninety Nine
(In words, indicate day, month and year)

BETWEEN the Owner: City of Fayetteville
(Name, address and other information) 113 West Mountain Street
Fayetteville, Arkansas

and the Contractor: Buildings Inc.
(Name, address and other information) P.O. Box 6190
Springdale, Arkansas 72766-6190

The Project is: Crystal Springs Softball Fields
(Name and location) Phase III
South Salem Road
Fayetteville, Arkansas

The Architect is: Perry L. Butcher & Associates, Architects
(Name, address and other information) P.O. Box 2076
Rogers, Arkansas 72757-2076

The Owner and Contractor agree as follows.

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

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.



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AGREEMENT

The American Institute
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1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Upon receipt of Notice to Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than
160 days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)



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ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Five Hundred Eighty Six Thousand, Nine Hundred Fifty-Nine** Dollars (\$ 586,959), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

No alternates accepted

4.3 Unit prices, if any, are as follows:

See attachment "A"

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

*** 7 calendar days for architectural review plus Owner's next regularly scheduled purchase order processing period.**

5.1.3 Provided that an Application for Payment is received by the Architect not later than the **last** day of a month, the Owner shall make payment to the Contractor not later than the *** see above** day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.



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5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (*Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.*)
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Upon fifty percent (50%) completion of the contract, no further retainage will be withheld from monthly payments. Retainage shall be held in escrow per Arkansas Statute 22-9-604.

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.



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5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

30 days after Architect's final Certificate for Payment plus Owner's next regularly scheduled purchase order processing period.

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Delete
article 7.2

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner's representative is: Kim Rogers
(Name, address and other information) City of Fayetteville Parks & Recreation Department
Fayetteville, Arkansas 72701

7.4 The Contractor's representative is: Chris Hobby or Darrin Masters
(Name, address and other information) Buildings Inc.
P.O. Box 6190
235 S. 40th
Springdale, Arkansas 72766

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions:

7.6.1 ADA shall be complied with.

7.6.2 Arkansas applicable Minimum Prevailing Wage Rates shall be complied with.



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ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and are as follows:

Document	Title	Pages
----------	-------	-------

See attachment "B"

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
---------	-------	-------

See attachment "B"

8.1.5 The Drawings are as follows, and are dated _____ unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

See attachment "C"



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8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
1	February 18, 1999	6
2	February 23, 1999	9

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)

Ken Bailey

CONTRACTOR (Signature)

Fred Hanna, Mayor
(Printed name and title)

Ken Bailey, President
(Printed name and title)

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ATTACHMENT "A"

UNIT PRICES FOR ADDITIONAL EXCAVATION

It is assumed that Phase I earthwork addressed all areas of poor soil requiring excavation. However, if directed by the Architect and Soils Engineer,

add eight Dollars (\$ 8.00)
for each cubic yard of additional excavation not indicated on the bid documents.

UNIT PRICES FOR CLAY-GRAVEL STRUCTURE FILL

Where quantity of clay-gravel structural fill required is more than indicated on the bid documents, as certified by the Architect and soils Engineer,

add five Dollars (\$ 5.00)
for each cubic yard of additional fill required.

Where quantity of clay-gravel structural fill is less than indicated on the bid documents, as certified by the Architect and soils Engineer,

deduct four Dollars (\$ 4.00)
for each cubic yard of fill not required.

UNIT PRICES FOR ROCK EXCAVATION

Where rock in size of one-half cubic yard or larger is encountered that requires use of airhammers for excavation, add

Five hundred Dollars (\$ 500.00)
for each cubic yard of rock excavated.

ATTACHMENT "B"

CRYSTAL SPRINGS SOFTBALL FIELDS

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
00010	Invitation to Bidders
00100	Instructions to Bidders
00200	Information Available to Bidders
00300	Proposal
00400	Conditions of the Contract
00800	Supplementary Conditions
00830	Wage Rates
00860	List of Drawings
 <u>DIVISION 1 - GENERAL REQUIREMENTS</u>	
01020	Allowances
01030	Alternates
01340	Submittals
01500	Temporary Facilities
01700	Project Closeout
 <u>DIVISION 2 - SITEWORK</u>	
02100	Site Preparation
02200	Earthwork
02222	Excavating, Backfilling and Compacting for Utilities
02282	Termite Control
02511	Asphaltic Concrete Pavement
02580	Pavement Markings
02930	Lawns and Grasses
 <u>DIVISION 3 - CONCRETE</u>	
03100	Concrete Formwork
03200	Concrete Reinforcement
03300	Cast-In-Place Concrete
03600	Grout
 <u>DIVISION 4 - MASONRY</u>	
04100	Mortar
04150	Masonry Accessories
04220	Concrete Unit Masonry

DIVISION 5 - METALS

05050 Metal Fastening

DIVISION 6 - WOOD AND PLASTICS

06100 Rough Carpentry
06192 Prefabricated Wood Trusses
06200 Finish Carpentry
06410 Cabinetwork

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07100 Waterproofing
07210 Building Insulation
07610 Standing-Seam Metal Roofing
07900 Joint Sealers

DIVISION 8 - DOORS AND WINDOWS

08111 Standard Steel Doors and Frames
08505 Aluminum Window Units
08710 Finish Hardware

DIVISION 9 - FINISHES

09900 Painting

DIVISION 10 - SPECIALTIES

10160 Metal Toilet Compartments
10200 Louvers
10430 Exterior Signage
10520 Firefighting Devices
10800 Hand Dryers
10810 Toilet Accessories

DIVISION 11 - EQUIPMENT

N/A

DIVISION 12 - FURNISHINGS

N/A

DIVISION 13 - SPECIAL CONSTRUCTION

13125 Bleachers

DIVISION 14 - CONVEYING SYSTEMS

N/A

DIVISION 15 - MECHANICAL

15010 Basic Mechanical Materials and Methods
15250 Mechanical Insulation
15400 Plumbing Systems
15440 Plumbing Fixtures and Trim
15661 Heat Pump
15624 Electric Unit Heaters

DIVISION 16 - ELECTRICAL

16050 Basic Electrical Materials and Methods
16112 Conduit Systems
16121 Cables, Low Voltage (600 Volts and Below)
16130 Boxes
16140 Wiring Devices
16160 Cabinets and enclosures
16170 Disconnects (Motor and Circuit)
16400 Service and Distribution
16425 Distribution Switchboards
16450 Grounding
16470 Panelboards
16510 Lighting Fixtures
16520 Sports Field Lighting

ATTACHMENT "C"

SECTION 00860

LIST OF DRAWINGS

PART 1 GENERAL

1.01 SUMMARY

A. Section includes:

1. List of drawings which are included as part of the contract documents:

SHEET NUMBER	DESCRIPTION
---	Cover Sheet
<u>Civil</u>	
C1	Site Plan
C2	Partial site Plan, Dirt Plan
C4	Site Grading for Reference
<u>Architectural</u>	
A1	Concession / Toilet Building Plan & Elevations
A2	Elevations
A3	Section of Details
A4	Sections, Details of Door Schedule
A5	Interior Elevations and Details
A6	Scorekeepers Hut Plan, Sections and Details
A7	Sign, Block Details of Storage Building

Structural

S1 Foundation Plan and Details

S2 Roof Framing Plan and Details

Mechanical

M1 Concession / Toilet Building Plumbing Plan and Details

M2 Plumbing, Isometric Plans and Details

M3 Concession / Toilet Building Mechanical Plan

Electrical

E1 Field Lighting Plan

E2 Concession / Toilet Building Lighting Plan

E3 Concession / Toilet Building Power Plan

END OF SECTION

PERRY L. BUTCHER & ASSOCIATES, ARCHITECTS



PRINCIPALS:
PERRY L. BUTCHER, A.I.A.
NCARB CERTIFIED
JOHN T. MACK, A.I.A.
NCARB CERTIFIED
STEVE BUTCHER

ASSOCIATES:
MIKE MANNING, A.I.A.
JAMES MAYER, A.I.A.
CHRIS SHIRLEY, A.I.A.

Licensed:
ALABAMA

ALASKA

ARIZONA

ARKANSAS

CALIFORNIA

COLORADO

CONNECTICUT

DELAWARE

FLORIDA

GEORGIA

HAWAII

IDAHO

ILLINOIS

INDIANA

IOWA

KANSAS

KENTUCKY

LOUISIANA

MAINE

MARYLAND

MASSACHUSETTS

MICHIGAN

MINNESOTA

MISSISSIPPI

MISSOURI

MONTANA

NEBRASKA

NEVADA

NEW HAMPSHIRE

NEW JERSEY

NEW MEXICO

NEW YORK

NORTH CAROLINA

NORTH DAKOTA

OHIO

OKLAHOMA

OREGON

PENNSYLVANIA

RHODE ISLAND

SOUTH CAROLINA

SOUTH DAKOTA

TENNESSEE

TEXAS

UTAH

VERMONT

VIRGINIA

WASHINGTON

WASHINGTON D.C.

WEST VIRGINIA

WISCONSIN

WYOMING

Project No. 98720

February 18, 1999

Addendum #1

Changes to the drawings and/or specifications for
Crystal Springs Softball Fields
Phase III

The contract documents for the above named project, dated February 5, 1999, are hereby amended as covered by this addendum. All work under this addendum is subject to the General Conditions and Special Conditions and shall be governed by the requirements thereof.

PROJECT MANUAL

Item No. 1. SECTION 00300- PROPOSAL FOR LUMP SUM
CONTRACT: Delete existing sheets 00300-4 and
00300-5 and replace with new sheets 00300-4 and
00300-5 adding the section UNIT PRICES FOR
ROCK EXCAVATION to the proposal

Item No. 2. SECTION 01020 ALLOWANCES
1.02 BASE BID ALLOWANCES add:

5. Field Sound System \$2000.00 Materials Only* ---

Item No. 3. SECTION 01030 -ALTERNATES: Replace
existing Section 01030 with new Section 01030.

SEE ATTACHMENTS

DRAWINGS

C1

Item No. 4 Details 1 and 2 Base Bid shall be for 4" concrete
with 4" SB2 base in lieu of 5" concrete.
Alternate of 2" asphalt on 6" SB2 base.

NATIONAL OFFICE:

301 West Chestnut Street, Rogers, Arkansas 72756
P.O. Box 2076, Rogers, Arkansas 72757

(501) 636-3545

FAX (501) 636-1209

INTERNATIONAL OFFICE:

940 West Beijing Road, West-1103, Shanghai, Peoples Republic of China

011-86-21-625-81860

FAX 011-86-21-621-79920

Item No. 5 Curb may be precast and set on compacted base. It is not necessary to remove fencing or substantially remove concrete existing footing.

Item No. 6 Bleachers shall be 4(four) tier, 21'-0" long without guardrails. Bleachers shall have center aisle and handrail per SBC.

C2

Item No. 7 Slab at dumpster shall be 10' x 15' x 6" with 10/10 (Welded Wire Fabric) ; Float Finish.

Item No. 8 15' paved access drive from concession concourse shall extend to road. Paving shall be 2"asphalt on existing SB2 base.

Item No. 9 Planting at Project sign is not in contract.

Item No.10 Delete Note "SPRIG W/ BERMUDA on fields 1,2,3,&4". Sprigging will be done as part of Phase II Seeding at perimeter is by City of Fayetteville. Seeding per specification is a part of the Base bid for Phase III work in the concourse area between the field fences only.

A1

Item No. 11 Detail 4. W 8 x 3 column should read W 8 x 31.

Item No. 12 Add one 3' x 5' toilet, partition, and accessories to Room A102. Relocate slop sink in concession access 101 to Men's Toilet wall. Rough in 3rd lav to both toilet rooms and cap for future installation.

A3

Item No. 13 Detail 3, Louvers are 4'-6" x 1'-6".

M1

Item No. 14 Provide 6" sewer in lieu of 4" from center of Concession to Sewer tap. For the purposes of bidding Sewer is located approximately 16' deep.

Item No. 16 Permit fees are waived for plumbing work.

E1

Item No. 17 Existing conduit from second set of poles to Perimeter is 1 1/4" as required.

Item No. 18 Existing conduit from first set of poles to second Set of poles is 1 1/4" and 1 1/2" is drawn. Contractor will confirm his power requirements and replace as necessary.

Item No. 19 Existing conduit from first set of poles to concession is 2", 2" and 2 1/2" is drawn. Contractor will confirm his power requirements and replace if necessary.

Note: Conduit for field lighting shall be 24" deep.

E2

Item No. 20 Symbol "F" fixtures in 103 and 106 shall be symbol "L" and shall be Newstar 85 - 50 H.P.S. (2 req.)

Item No. 21 Symbol "F" fixtures at Detail 3 Electrical Plan shall be symbol "G" Lithonia WGEC 601 - 120- DWH (8 req.)

Item No. 22 The contractor, at his option, may either replace the main distribution panel or he may replace the buss and main breaker in the existing panel to 1200 Amp rating.

- Item No. 23 Refer to riser diagram on sheet E3 of the drawings. Charge keyed note #1 to read "Reuse existing conductors and conduit. Install additional 4" conduit and set of (4) 500 mcm". Route conduit as closely to existing as possible. Pad mounted transformer is approximately 240 feet west.
- Item No. 24 The load for each field's lighting is 178.8 Amp, including ballasts. Replace the 200 Amp breakers for the field lighting with 225 Amp.
- Item No. 25 The existing 1" conduit to the scoreboards shall not be replaced with 2'.

E3

- Item No. 26 Circuit #21-23-25 is correct for outdoor heat pump in lieu of 17-19-21.
- Item No. 27 SECTION 16520-Sports Field Lighting
2.05 Spare Lamps and Fuses.
A. In addition to providing and installing lamps for each Luminaire, Contractor shall provide 16 spare lamps..
2.06 Acceptable Manufacturers.
A. Add Musco to approved manufacturers.
- Item No 28 Initial light level readings and testing based on ANSI standards must be taken after 100 hour burn in of system
- Item No.29. For bidding purposes, If direct burial poles are not used and foundations are required they shall be as follows: Diameter 30"
Depth 12'
Reinforcing 8 no 6 bars vertical
with no.3 ties at 12' oc.

END OF ADDENDUM NO. 1

SECTION 01030

ALTERNATES

PART 1 GENERAL

1.01 SUMMARY

A. Provisions are made in the proposal for the bidding of the base bid, and also, for the inclusion of the following alternates to be bid separately, the amount for which shall be stated by all bidders. The amount stated shall include all work as shown on the Drawings or described in the Specifications for each alternate.

B. The work under this heading is subject to the General Conditions and Special Conditions of the contract, and the Contractor or Subcontractor shall be responsible for, and be governed by, all the requirements thereunder as though specifically repeated herein.

C. The Owner shall have the right to accept or reject any or all alternates. Deductive Alternates shall be taken in numerical order as required by law in the State of Arkansas.

1.02 DEDUCTIVE ALTERNATES

A. The following items shall be bid for consideration:

DEDUCTIVE ALTERNATE NO. 1 - DELETE Asphalt pavement on 15' wide service road from Salem Road.

DEDUCTIVE ALTERNATE NO. 2 - DELETE Concrete paving in lieu of 2" asphalt.

DEDUCTIVE ALTERNATE NO. 3 - DELETE Electrical power to metal maintenance building.

DEDUCTIVE ALTERNATE NO. 4 - DELETE 20' x 14' Metal maintenance building.

DEDUCTIVE ALTERNATE NO. 5 - DELETE Public address system

DEDUCTIVE ALTERNATE NO. 6 - DELETE bleachers (two per field)

DEDUCTIVE ALTERNATE NO. 7 - DELETE canopy in front of
concession stand.

END OF SECTION

Project No. 98720

February 23, 1999

Addendum # 2

**Changes to the drawings and/or specifications for
Crystal Springs Softball Fields
Phase III**

The contract documents for the above named project, dated February 5, 1999 are hereby amended as covered by this addendum. All work under this addendum is subject to the General Conditions and Special Conditions and shall be governed by the requirements thereof.

PROJECT MANUAL

- Item No. 1. Section 00300 Proposal shall be replaced by Section 00300 Proposal 2/23/99.
- Item No. 2 Section 01020 Allowances
1.02 Base Bid Allowances add
- | | | | | |
|----|--|-----------|---------------------|----------|
| 3. | Exterior Signage
(In lieu of \$2500.00) | \$3000.00 | Materials and Labor | Det.8/A7 |
| 6. | Building Signage | \$350.00 | Materials and Labor | ----- |
- Item No. 3 Delete Section 10430
- Item No. 4. Top Plates are single 2x on Concession Building.
- Item No. 5. Aluminum covered soffits shall be on 1/2" CDX in lieu of AC.
- Item No. 6. N.I.C. Equipment in Concession shall be by Fayetteville Parks Department. Contractor shall provide means to facilitate hook-up.
i.e.(Ice-maker)
- Item No. 7 Allowance For Exterior sign shall include Masonry, Foundation, and Limestone Sand-Blasted Sign complete.
- Item No. 8 Bleachers shall have double footboard and riser on top riser only.
- Item No. 9 Attached sketch of Addendum No. 1 Item No. 12 is for reference.
- Item No. 10 Windows in Concession shall be provided with Screens.
- Item No. 11 Delete 2- Symbol D Shop Light in Concession Access in lieu of 2 Symbol C 2' x 4' Fixtures.

PERRY L. BUTCHER & ASSOCIATES, ARCHITECTS



PRINCIPALS:
PERRY L. BUTCHER, A.I.A.
NCARB CERTIFIED
JOHN T. MACK, A.I.A.
NCARB CERTIFIED

ASSOCIATES:
MIKE MANNING, A.I.A.
JAMES MAYER, A.I.A.
CHRIS SHIRLEY, A.I.A.

Licensed:
ALABAMA

ALASKA

ARIZONA

ARKANSAS

CALIFORNIA

COLORADO

CONNECTICUT

DELAWARE

FLORIDA

GEORGIA

HAWAII

IDAHO

ILLINOIS

INDIANA

IOWA

KANSAS

KENTUCKY

LOUISIANA

MAINE

MARYLAND

MASSACHUSETTS

MICHIGAN

MINNESOTA

MISSISSIPPI

MISSOURI

MONTANA

NEBRASKA

NEVADA

NEW HAMPSHIRE

NEW JERSEY

NEW MEXICO

NEW YORK

NORTH CAROLINA

NORTH DAKOTA

OHIO

OKLAHOMA

OREGON

PENNSYLVANIA

RHODE ISLAND

SOUTH CAROLINA

SOUTH DAKOTA

TENNESSEE

TEXAS

UTAH

VERMONT

VIRGINIA

WASHINGTON

WASHINGTON D.C.

WEST VIRGINIA

WISCONSIN

WYOMING

Item No. 12 Delete 8 Symbol G fixtures (8 required) at scorekeepers huts.

Item No. 13 Install telephone jack in Concession Room 100.

Item No. 14 Install wind operated "Whirlybird" ventilator or ridge venting on Storage Building at the option of owner

Item No. 15 Fill all cores of exterior walls of concession building in addition to walls in concession area.

Item No. 16 Slab at dumpster shall be 12'x 10' x 6" thick with 10/10 welded wire fabric and float finish in lieu of 15' x 10' slab.

END OF ADDENDUM

FAXED
2-22-99

NATIONAL OFFICE:

301 West Chestnut Street, Rogers, Arkansas 72756
P.O. Box 2076, Rogers, Arkansas 72757

(501) 636-3545

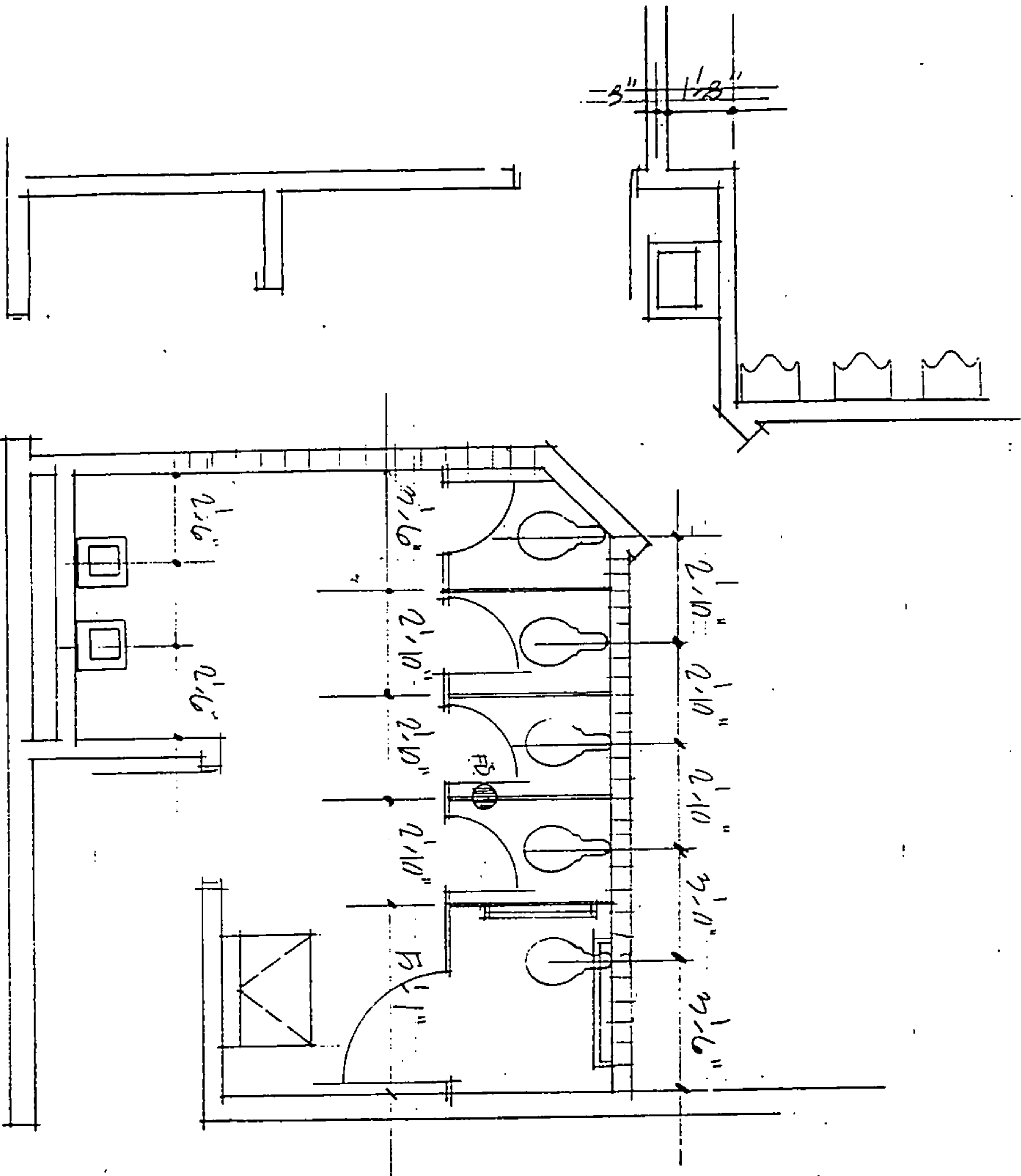
FAX (501) 636-1209

INTERNATIONAL OFFICE:

940 West Beijing Road, West-1103, Shanghai, Peoples Republic of China

011-86-21-625-81860

FAX 011-86-21-621-79920



REVISED FLOOR LAYOUT
WALK

FAXED
022499

STAFF REVIEW FORM

Bid 99-25 / Tractors
A.4.1

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of March 16, 1999

FROM:

W.A. OestreichFleet OperationsAdministrative Services

Name

Division

Department

ACTION REQUIRED:

Acceptance of the lowest qualified Bidder meeting specifications for the purchase of 90 PTO HP Tractors per Bid 99-25, Items #1 & #2 with acceptance of the trade offer for Items #3, #4 & #5. The vendor for this purchase will be Williams Ford Tractor, P.O.Box 1346, Fayetteville, AR 72702. (Vendor #12860) These units will be utilized by the City of Fayetteville Pollution Control Plant/Sludge Management Site.

COST TO CITY:

Cost: \$ 129,997.00 Trade Allowance: <\$92,500.00> Net Cost: \$ 37,497.00

\$ 37,497.00
 Cost of this Request

\$ 192,000.00
 Category/Project Budget

Repl. Tractor/Mower
 Category/Project Name

9700-1920-5802.00
 Account Number

\$ 75.00
 Funds Used To Date

Vehicles & Equipment
 Program Name

98068
 Project Number

\$ 191,925.00
 Remaining Balance

Shop
 Fund

BUDGET REVIEW: XX Budgeted Item _____ Budget Adjustment Attached

K. SLD 2-24-99
 Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

M. G. Alamer
 Accounting Manager

2-24-99
 Date

ADA Coordinator

Date

R. L. L.
 City Attorney

2-25-99
 Date

Internal Auditor

Date

P. V. i.e.
 Purchasing Officer

2-24-99
 Date

STAFF RECOMMENDATION:

Acceptance of Bid 99-25 with the Authorization to Purchase Items #1 & #2 and the acceptance of trade offers of Items #3, #4 and #5.

W. A. Oestreich
 Division Head

2/24/99
 Date

Cross Reference

Department Director

Date

New Item: Yes No

David D. Cross
 Administrative Services Director

2/25/99
 Date

Prev Ord/Res #: _____

Fred Mann
 Mayor

2/27/99
 Date

Orig Contract Date: _____

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: Kevin Crosson, Administrative Services Director 

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent 

DATE: February 24, 1999

SUBJECT: BID AWARD RECOMMENDATION 99-25

Reference the attached Agenda Request for the Award of Bid 99-25, Items #1 and #2 with the acceptance of the trade allowance offered for Items #3, #4 & #5. The only qualified bidder meeting specifications is Williams Ford Tractor, P.O.Box 1346, Fayetteville, AR 72702. (Vendor #1346). These are budgeted items for the calendar year 1999.

The Bid Tabulation Sheet dated February 16, 1999, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List attached.

The items listed have been evaluated for compliance with original specifications along with anticipated Manufacturer and Dealer support necessary to maintain these units in a proper and efficient manner.

This bid was sent to over 10 prospective bidders for new equipment, with this being the only acceptable response. I spoke to some of the potential bidders for the sale items with the response that they did not feel they would be able to match pricing from a local vendor who would be very competitive. Evaluation of the bid shows that the pricing structure received for the new units is in line with other units on the market in the same size and horsepower category.

It has been with an objective attitude that this bid has been evaluated. This recommendation has been reviewed by Pollution Control Plant/Sludge Management Site, Fleet Operations Division and the Equipment Committee.

Therefore, the following is submitted for purchase approval by the Council:

ITEM 1. 4 Wheel Drive Utility Tractor

**

Williams Ford Tractor

1999 Ford New Holland 8160 Utility Tractor @ \$41,499.00,. This Bid was accepted due to the compliance with the original Specifications. This should provide units that will be efficient, reliable and compatible to our operations.

ITEM 2. 4 Wheel Drive Utility Tractor w/Loader

**

Williams Ford Tractor

1999 Ford New Holland 8160 Utility Tractor w/7312 Loader @ \$46,999.00,. This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

SUMMARY

TO BE DELIVERED AS COMPLETE UNITS:

ITEM 1. Williams Ford Tractor - 2 Units at \$41,499.00

\$ 82,998.00

ITEM 2. Williams Ford Tractor - 1 Unit at \$46,999.00

\$ 46,999.00

\$129,997.00

LESS TRADE CREDIT:

ITEM 3. Unit #547 - 1995 Ford 7840 Tractor
VIN: BD-87050

<\$29,500.00>

ITEM 4. Unit #548 - 1995 Ford 7840 Tractor
VIN: BD-99411

<\$30,000.00>

ITEM 5. Unit #549 - 1995 Ford 7840 Tractor
W/Loader (Less Bucket)
VIN: BD-88959/55BP009

<\$33,000.00>

<\$92,500.00>

TOTAL BID AWARD: \$ 37,497.00

The budgeted amount for these items is \$192,000.00 in account 9700-1920-5802.00, Project 98068-001. With the purchase of these items at \$37,497.00 we will have a balance remaining of \$154,428.00.

Bid 99-25 / Tractors
A.4.4

BID: 99-25
 DATE: 2/16/99
 TIME: 11:00 AM
 CITY OF FAYETTEVILLE

DESCRIPTION: 90 PTO 4-WHEEL DRIVE H/D UTILITY TRACTOR

BIDDER	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5
COX FARMS	no bid	no bid	\$14,100.00	no bid	\$12,100.00
RICK TEAGUE	no bid	no bid	no bid	no bid	\$28,500.00
WILLIAMS FORD TRACTOR	unit \$41,499.00 tot \$82,998.00 Ford NH 81-60	unit \$46,999.00 Ford NH 81-60 w/73-12 Loader	trade only \$26,500.00	trade only \$30,000.00	trade only \$33,000.00

CERTIFIED BY:

Vice

PURCHASING MANAGER

2/16/99

R. Williams

WITNESS

NOTICE TO BIDDER

BID NO. 99- 25

COMMODITY: 90 PTO HP - 4 WHEEL DRIVE UTILITY TRACTOR WITH THE SALE OR TRADE OF USED UTILITY TRACTORS

The City of Fayetteville, Arkansas will receive sealed bids at the Purchasing Office, City Hall, 113 W. Mountain Street, Fayetteville, Arkansas, 72701, until 11:00 A.M., FEBRUARY 16, 1999, for the furnishing of: COMMODITY:

90 PTO HP - 4 WHEEL DRIVE UTILITY TRACTOR WITH THE SALE OR TRADE OF USED UTILITY TRACTORS LISTED BELOW:

UNIT # 547 - 1995 Ford 7840 Tractor VIN: BD-87050
Approx. 17XX Hours

UNIT # 548 - 1995 Ford 7840 Tractor VIN: BD-99411
Approx. 18XX Hours

UNIT # 549 - 1995 Ford 7840 Tractor W/Loader (Less Bucket)
VIN: BD-88959/55BP009 Approx. 11XX Hours

Bid forms and specifications for the units being purchased may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701.

Bid forms with terms and conditions for the units being offered for sale or trade may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building. Provisions for inspection of Trade/Sale unit are a part of the Invitation to Bid

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

Peggy Vice, Purchasing Officer

PUBLISH 2/7/99 NORTHWEST ARKANSAS TIMES

Billing refer to P.O.# _____

CITY OF FAYETTEVILLE Purchase Requisition (not a purchase order)										Requisition No.: P.O. Number: Mail: Yes ☐ No ☒ Taxable: Yes ☐ No ☒ Division Head Approval: Extension: 495	Date: 02/04/99 Expected Delivery Date: 02/07/99
Vendor #: 8830 Vendor Name: NWA TIMES										FOB Point: Fayetteville, AR	
Address: P.O. BOX 1607 City: FAYETTEVILLE State: AR Zip: 72702										Ship To Code: 50	
Requester: Oestreich										*Requester's Employee #: 241	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project/Sub Project Number	Inventory #	Fixed Asset #		
1	Advertisement for Bid 99-25			\$0.00	\$0.00	9700-1920-5301.00	98068				
2	To Appear 2-7-99				\$0.00						
3					\$0.00						
4					\$0.00						
5					\$0.00						
6					\$0.00						
7					\$0.00						
8					\$0.00						
9					\$0.00						
10					\$0.00						
11					\$0.00						
	SHIPPING/HANDLING				\$0.00						
Special Instructions:						Subtotal:		\$0.00			
						Tax:		\$0.00			
						TOTAL:		\$0.00			
Approvals: Mayor _____ Department Director: _____ Purchasing Manager: _____ Admin. Services Director: _____ Budget Coordinator: _____ Data Processing Mgr: _____											

BIDDERS LIST

Tractors/Loaders/Mowing Equipment

1. Warrior of Arkansas
2003 South 8th St.
Rogers, AR 72756
2. Springdale Tractor Co.
Hwy 68 West
Springdale, AR 72764
3. Williams Ford Tractor & Equipment Co.
P.O.Box 1346
Fayetteville, AR 72702-1346
4. Alma Tractor & Equipment, Inc.
35 Highway 71 North
Alma, AR 72921
501-632-6300 FAX 501-632-6309
Att: J.D.Alexander
5. Luber Brothers Lawn & Garden Equipment
6801 N.W. 50
Oklahoma City, OK 73008
6. Little Rock Equipment Sales
13001 Interstate 30
Little Rock, AR 72209
7. Daugherty Equipment
1507 W. Truckers Lane
Fayetteville, AR 72701
8. Southern Green
21126 Plank Road
Zachary, LA 70971
800.888.9883
9. Barton County Implement Co.
510 W. 12th St.
Lamar, MO 64759
Attn: Joe Terrington
417-682-5556 - FAX 417-682-3030
10. Hancock Farms Equipment & Supply
290 East Main - Hwy 62
Farmington, AR 72730
Attn: Brad Hancock
501-267-3685

BIDDERS LIST

SALE ITEMS

1. CULVER TRUCK SALES
P.O.BOX 21
GREENLAND, AR 72737
501-521-2870
2. Elliott Equipment Co.
3100 W. 76th Street
Davenport, Iowa 52806
Attn: Phil Allen
319-391-4840 FAX 319-391-8823
3. Abdul Waheed
8403 E. 98TH TERRACE
KANSAS CITY, MO 64134
816-765-0707 FAX -SAME-
4. WARFORD AUTO WRECKERS INC.
PUMP STATION ROAD
FAYETTEVILLE, AR 72701
5. DARREL MEREDITH TRUCK SALES
1749 S. SCHOOL
FAYETTEVILLE, AR 72701
6. Auto Wholesalers
P.O.Box 445
Hollidaysburg, PA 16648
814-696-4343 Fax 814-696-1324
7. Meuser Heavy Equipment
4100 S. Hiway 71B
Springdale, AR 72764
501-751-0680
8. CHICAGO MOTORS INC.
2553 WEST CHICAGO AVE.
CHICAGO, ILLINOIS 60622
ATTN: ANIS GHANIWALA
312-235-6500 (800-942-0005) FAX 312-235-6532
9. TRI-STATE AUCTIONEERS INC.
RT. 4, BOX 4605 HWY 175 W.
ATHENS, TX 75751
ATTN: RANDY WHATLEY
903-675-9039 FAX 903 675-4557

10. AMI AUTO BROKER
16329 CENTER POINT
CROVER, MO 63040
314-458-1380
11. ATLAS AUTO LEASING
750 E. IRVING BLVD.
IRVING, TEXAS 75060
772-554-1117
12. BILLY THE KID, INC.
111 N. 2ND ST., #203
COEUR D'ALENE, IDAHO 83814
208-765-8062
13. DIXIE SURPLUS EQUIPMENT
P.O. BOX 8507
ALEXANDRIA, LOUISIANA 71306
ATTN: KENNETH MCKAY
318-765-3068 FAX: 318-765-9312
14. WHITTLE TRUCK SALES
P.O. BOX 7061
SPRINGDALE, AR 72766
ATTN: RICK WHITTLE
501-750-9410
15. CENTRAL OKLAHOMA POLICE SUPPLY
1329 N. HARRISON
SHAWNEE, OK 74810
ATTN: CHRIS HURLEY
800-259-7177 405-275-7177
16. Trucks & Parts of Tampa
1015 S. 50th St.
Tampa, FL 33619
800-488-8889 Attn: Bruce Goldenberg
17. Dale Frederick
6537 Huntsville Rd.
Fayetteville, AR 72701
18. Al Coakley
2761 Boxwood
Fayetteville, AR 72703

Bid 99-25 / Tractors

A.4.10

19. **Mountain Creek Real Estate Co.**
P.O.Box 520
Huntsville, AR 72740
Attn: Bill G. Cotton
501-456-2547 Fax 501-738-6262
20. **Raymond E. Purser**
P.O.Box 1489
Huntsville, AR 72740
501-738-6420
21. **SITC Services Corp.**
18603 E. Hwy. 412
Springdale, AR 72764
Attn: James Dudley
501-751-4001 Fax 303-688-1372
22. **NEBCO Volunteer Fire Dept.**
12772 Lodge Drive
Garfield, AR 72732
Attn: Joe Phillippe
501-359-3376
23. **Reeder Simco Truck Center, Inc.**
3421 South Zero
Fort Smith, AR 72908
Attn: Ken Plemmons
800-643-2013 Fax 501-646-0533
24. **Vicki Kaufman**
841 Lolo Lane
Payetteville, AR 72701
25. **Hancock Farms Equipment & Supply**
290 East Main - Hwy 62
Farmington, AR 72730
Attn: Brad Hancock
501-267-3685
26. **AG Products**
2525 W. Broadway
Phoenix, AZ 85041
602-268-8707

- 27. Methvin Sanitation, Inc.
Rte. 1 - Box 271 D
Lead Hill, AR 72644
Attn: Mark Methvin
870.436.8095**
- 28. Gary L. Cooper
Rte. 1 - Box 356
Prairie Grove, AR 72753
501.761.3686 501.761.3348**
- 29. Fayetteville Tree Service
P.O. Box 376
West Fork, AR 72774
Attn: Ken Rogers
501.575.0977 501.443.5407**

CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494

INVITATION TO BID

BID #: **99-25**

DATE ISSUED: February 3, 1999

DATE & TIME OF OPENING: February 16, 1999 - 11:00 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289

DATE REQUIRED AS COMPLETE UNITS: 60 Days from Date of Order

F.O.B. Fayetteville, AR

ITEM:	DESCRIPTION:	QUANTITY:	* UNIT PRICE:	*TOTAL PRICE
1.	90 PTO HP - 4 Wheel Drive Tractor per Item #1 of Specifications Attached	2	\$ _____	\$ _____

*GUARANTEED DELIVERY SCHEDULE: _____

MANUFACTURER: _____ MODEL: _____

2.	90 PTO HP - 4 Wheel Drive Tractor W/Loader per Item #2 of Specifications Attached	1	\$ _____	\$ _____
----	---	---	----------	----------

*GUARANTEED DELIVERY SCHEDULE: _____

MANUFACTURER: _____ MODEL: _____

THE FOLLOWING LISTED ITEMS ARE OFFERED FOR
EITHER SALE OR TRADE:

3. UNIT # 547 - 1995 Ford 7840 Tractor VIN: BD-87050
Approx. 17XX Hours CREDIT \$ _____
4. UNIT # 548 - 1995 Ford 7840 Tractor VIN: BD-99411
Approx. 18XX Hours CREDIT \$ _____
5. UNIT # 549 - 1995 Ford 7840 Tractor W/Loader (Less Bucket)
VIN: BD-88959/55BP009 Approx. 11XX Hours CREDIT \$ _____

BIDDER IMPOSED RESTRICTIONS: _____

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated. Unsigned bids will be rejected. Items marked * are mandatory for consideration.

***NAME OF FIRM:** _____

***BUSINESS ADDRESS:** _____

***STATE:** _____ **ZIP:** _____

***PHONE:** _____ ***FAX:** _____

***AUTHORIZED SIGNATURE:** _____

***TITLE:** _____

**PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED
MANDATORY REQUIREMENT FOR CONSIDERATION OF BID.
FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN
REJECTION OF BID.**

BID 99-25
SPECIAL TERMS & CONDITIONS

THIS REQUEST FOR BID IS NOT TO BE CONSTRUED AS AN OFFER, A CONTRACT, OR A COMMITMENT OF ANY KIND; NOR DOES IT COMMIT THE CITY TO PAY ANY COSTS INCURRED BY THE BIDDER IN THE PREPARATION OF THIS BID.

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
2. Bidders shall include all applicable local, state, and federal sales tax in this bid. Tax amount **MUST** show as a separate item.
3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
5. Each bidder **MUST** state on the face of the bid form the anticipated number of days from the date of receipt of order for delivery of the completed units to the City of Fayetteville, Arkansas.
6. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages.
7. All bid prices shall be FOB Fleet Operations, 1525 S. Happy Hollow rd., Fayetteville, AR, 72701, and shall include current Arkansas vehicle inspection if applicable and all dealer preparation charges, labor, materials, overhead, profit, insurance, inspection fees, etc., to cover the furnishing of the unit/units bid.

8. Standard Manufacturers Warranty shall apply to each unit as specified. A copy of the applicable warranty **MUST** accompany the bid with any exception to the warranty clearly noted on the Bid Form. Warranty on accessories/equipment furnished by an after market vendor **MUST** be noted.
9. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products and/or components other than those described on this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
10. Installation of Dealership/Distributorship Logo is **PROHIBITED**.
11. The completed unit delivered to the City of Fayetteville shall comply with all accepted commercial standards for materials and supplies which are new and unused except for normal testing and evaluation needed to prior to release for delivery.
11. All items marked "**MANDATORY REQUIREMENT FOR CONSIDERATION OF BID**" **MUST** be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.
12. Parts and Service Manuals shall be provided to cover the Chassis, Power train, Body and any modifications to production items.
13. A training session shall be provided at a City of Fayetteville Facility to familiarize City Employees with the operational and maintenance needs of any special equipment furnished.

ADDITIONAL TERMS AND CONDITIONS
SALE ITEMS ONLY
ITEMS # 3, 4, & 5

1. All bids shall be submitted on forms provided by the City.
2. Bids received after the date and time set for receiving bids will not be considered.
3. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City.
4. The City assumes no responsibility for the safety of the Bidder during inspection of the item listed herein.

5. The items listed will be sold "AS IS-WHERE IS" with no warranty either express or implied.
6. Arrangements for inspection may be made by appointment with Fayetteville Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR., 501-444-3494 & 501-444-3496, between 9:00 A.M. and 4:00 P.M. MONDAY, FEBRUARY 8, 1999 THROUGH FRIDAY, FEBRUARY 12, 1999.
7. Questions regarding these items may be directed to the Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR., 72701 501-444-3494 & 501-444-3496
8. Notification of bid award will not be made prior to proper approval of the acceptance of this bid by the City. Therefore, the following provisions for payment and possession are contingent on required approval by the City of Fayetteville.
 - A. Payment for the item/items listed herein shall be made after notification of bid award and prior to release of the item/items awarded.
 - B. Removal of the item/items listed herein awarded to the successful bidder shall be the sole responsibility of said successful bidder.
9. The item bid and the bid number shall be stated on the face of the sealed bid envelope.

BASIC SPECIFICATIONS 90 PTO HP 4 WHEEL DRIVE TRACTOR

General Specification Requirements are as follows for: **90 PTO HP 4 WHEEL DRIVE TRACTOR**

THESE ARE MINIMUM SPECIFICATIONS ONLY and are not limited or restricted to the following.

ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS/SUBSTITUTIONS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

Alternates will be considered provided each Supplier clearly states on the face of his proposal exactly what he proposes to furnish and forwards necessary descriptive material which will clearly indicate the character of the article covered by his bid. All Bids are subject to Staff analysis. Fleet standardization requirements, replacement parts availability, warranty service availability and Manufacturer/Distributor/Dealer Field support of operational units will be considered.

All Units Bid shall show deviations to line item specifications on the "Minimum Specification" attached with referral to each item. Utilizing a copy of these specifications with variations "highlighted" and specifics noted is suggested.

All equipment shall be new and unused and of the Manufacturers Current Model Year and shall include all standard equipment as advertised by the Manufacturer. All vehicles and equipment listed herein shall comply with applicable Federal and State Safety, Emission and Pollution Control Requirements in effect at time of delivery. Standard Manufacturer's Warranty shall be furnished. Minimum Warranty period shall be no less than 1 year.

Field demonstrations of currently operational units which are offered as a substitute, variation, or deviation may be required as part of Staff analysis at the option of Staff members or other qualified interested parties. Properly documented referrals may be required of vendors which allows field evaluation of units in a comparable operational area.

The City of Fayetteville reserves the right to accept the best bid for the City, and is not required to accept the lowest priced bid.

The City also reserves the right to reject any or all bids and will be the sole judge of what comprises the best and most advantageous unit to meet the needs of the City.

GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

It is the intent and purpose of these specifications to secure for the purchaser the necessary equipment and accessories which will be capable of performing in a safe, practical and efficient manner consistent with accepted commercial standards.

2. MATERIALS AND WORKMANSHIP

All equipment, materials and workmanship shall be of the highest grade in accordance with modern practice. The equipment supplied will be new and unused except for the necessary testing, calibration and transportation.

3. WARRANTY

All items furnished in accordance with these specifications shall be covered by the manufacturer's and/or supplier's standard warranty or guarantee on new equipment. The minimum warranty period on new equipment must be one year. Warranty which will be honored by other than the supplier bidding must be annotated.

4. PARTS AND SERVICE

To best service the requirements of the purchaser, it is the intent of these specifications to secure equipment, which can be properly maintained and serviced without the necessity of stocking an expensive parts inventory or being subjected to long periods of interrupted service due to the lack of spare parts.

All suppliers submitting proposals must have available a parts and service facility within an area to allow 1 day service on any parts or service needs. The facility shall be staffed with full time technical personnel, as well as order and shipping personnel, during regular business hours and days.

ANY BIDDER, WHETHER A MANUFACTURER OR DESIGNATED DEALER, WHO CAN PROVIDE MATERIALS, FEATURES OR OPTIONS TO MEET THE SPECIFICATIONS OUTLINED HEREIN AND WILFULLY FAILS TO DO SO BECAUSE OF PRICE OR TO GAIN A PRICING ADVANTAGE IN A COMPETITIVE BID SITUATION WILL BE DEEMED NON-RESPONSIVE. ANY FURTHER CONSIDERATION OF THEIR BID SUBMISSION WILL NOT BE CONSIDERED. SHOULD THEIR CURRENT LITERATURE OR PRICE LISTS FOR MATERIALS, FEATURES, OR OPTIONS INDICATE THEIR ABILITY TO PROVIDE SAME TO MEET THESE SPECIFICATIONS, AND THEY FAIL TO DO SO, THEY WILL BE DEEMED NON-RESPONSIVE AND DECLARED INELIGIBLE TO RECEIVE THE AWARD FOR THE UNIT SPECIFIED. FINALLY, ANY CLAIMS THAT AN ITEM BID EXCEEDS THE STATED SPECIFICATION MUST BE DEMONSTRATED IN A PERFORMANCE DEMONSTRATION IN DIRECT COMPETITION WITH OTHER UNITS BID BY OTHER MANUFACTURERS PRIOR TO AN AWARD OR THE BID WILL BE DEEMED UNRESPONSIVE FOR FAILURE TO SUBSTANTIATE THE CLAIM.

COMPLIANCE WITH APPLICABLE FEDERAL / STATE / LOCAL SAFETY REQUIREMENTS, SUPERSEDES THE REQUIREMENTS AS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

ITEM 1. 90 P.T.O. H.P. UTILITY TRACTOR - 4 WHEEL DRIVE

**COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES
REQUIREMENTS AS LISTED BELOW.**

MINIMUM SPECIFICATIONS ONLY

OPERATOR AREA: Enclosed Cab with OEM Heater and Air Conditioner, Lockable Oil Filler Cap, Locking Fuel Filler Cap, Hood Lock, Electric Hour Meter, Back Up Alarm, Cushioned Seat with Belt, Left and Right Rear View Mirrors, Hand & Foot Throttle, Tachometer, Fuel Gauge, Coolant Temperature Gauge, Air Cleaner Restriction Indicator, Oil Pressure Warning Lamp and Alternator Warning Lamp, AM/FM Radio.

DIESEL ENGINE: 6 CYL. **MINIMUM ONLY:** 456 C.I.D., 90 PTO H.P., 2200 RPM Rated Engine Speed, 332 LB/FT Gross Torque @ 1400 RPM., 32% PTO Torque Rise, 20 QT. Oil Capacity, Dry Type Air Cleaner with Restriction Indicator, Fuel Filter with Water/Sediment Separator, Automatic Warning System with Automatic Shut Down, Manifold Cold Start Aid, Electric Fuel Shut-off.

MANDATORY REQUIREMENT FOR CONSIDERATION.

PLEASE STATE:

MANUFACTURER: _____
MODEL DESIGNATION: _____
C.I.D. DISPLACEMENT: _____
PTO H.P. RATING: _____
TORQUE RATING: _____ @ _____ R.P.M.

WHEELBASE: 107"

AXLES: 60"-88" Front Axle Track Width Adjustment, Flange Axle

WIDTH: 84" Min.

HEIGHT: 111.5"

TRANSMISSION: 18 Speed Forward - 6 Speed Reverse with Power Reversing Shuttle

POWER TAKE-OFF: Independent Hydraulic actuation, 540/1000 RPM.

ALTERNATOR: 100 AMP.

BATTERY: Dual 12 Volt - 1800 C.C.A.

FUEL SYSTEM: 58 Gal. Cap. Tank

COOLING SYSTEM: 29.5 Qt. Cap. Radiator.

STEERING: Hydrostatic Power w/59 L.P.M. Pump at 2100 Eng. R.P.M., 3.4 Turns Lock to Lock.

TIRES: 14.9 X 24 R1-8 Ply Front - 18-4 X 34 R1-8 Ply Rear.

SAFETY EQUIPMENT: Back-Up Alarm, Front & Rear Work Lights, Directional Lights, Tail Lights, 2 Halogen Headlamps, Horn. .

THREE POINT HITCH: Category II, 8500 LB. Lift Capacity, Electronic Draft Sensing

HYDRAULICS: 3 Remote Valves w/Min. 24 G.P.M. Pump, 95 QT. Capacity

ITEM 2. 90 P.T.O. H.P. UTILITY TRACTOR - 4 WHEEL DRIVE - W/LOADER

COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES REQUIREMENTS AS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

OPERATOR AREA: Enclosed Cab with OEM Heater and Air Conditioner, Lockable Oil Filler Cap, Locking Fuel Filler Cap, Hood Lock, Electric Hour Meter, Back Up Alarm, Cushioned Seat with Belt, Left and Right Rear View Mirrors, Hand & Foot Throttle, Tachometer, Fuel Gauge, Coolant Temperature Gauge, Air Cleaner Restriction Indicator, Oil Pressure Warning Lamp and Alternator Warning Lamp, AM/FM Radio.

DIESEL ENGINE: 6 CYL. **MINIMUM ONLY:** 456 C.I.D., 90 PTO H.P., 2200 RPM Rated Engine Speed, 332 LB/FT Gross Torque @ 1400 RPM., 32% PTO Torque Rise, 20 QT. Oil Capacity, Dry Type Air Cleaner with Restriction Indicator, Fuel Filter with Water/Sediment Separator, Automatic Warning System with Automatic Shut Down, Manifold Cold Start Aid, Electric Fuel Shut-off.

MANDATORY REQUIREMENT FOR CONSIDERATION.

PLEASE STATE:

MANUFACTURER: _____
MODEL DESIGNATION: _____
C.I.D. DISPLACEMENT: _____
PTO H.P. RATING: _____
TORQUE RATING: _____ @ _____ R.P.M.

WHEELBASE: 107"

AXLES: 60"-88" Front Axle Track Width Adjustment, Flange Axle

WIDTH:	84" Min.
HEIGHT:	111.5"
TRANSMISSION:	18 Speed Forward - 6 Speed Reverse with Power Reversing Shuttle
POWER TAKE-OFF:	Independent Hydraulic actuation, 540/1000 RPM.
ALTERNATOR:	100 AMP.
BATTERY:	Dual 12 Volt - 1800 C.C.A.
FUEL SYSTEM:	58 Gal. Cap. Tank
COOLING SYSTEM:	29.5 Qt. Cap. Radiator.
STEERING:	Hydrostatic Power w/59 L.P.M. Pump at 2100 Eng. R.P.M., 3.4 Turns Lock to Lock.
TIRES:	14.9 X 24 R1-8 Ply Front - 18-4 X 34 R1-8 Ply Rear, Fluid Filled.
SAFETY EQUIPMENT:	Back-Up Alarm, Front & Rear Work Lights, Directional Lights, Tail Lights, 2 Halogen Headlamps, Horn.
THREE POINT HITCH:	Category II, 8500 LB. Lift Capacity, Electronic Draft Sensing
HYDRAULICS:	3 Remote Valves w/Min. 24 G.P.M. Pump, 95 QT. Capacity
LOADER:	145" Max. lift height, 112" max. clearance w/bucket dumped, 41" reach @ lift height, 7380 lb. breakout capacity, 11" min. level dig depth, 2945 lb. lift capacity, double acting lift and bucket cylinders, Joystick Style Control with cable operated valve outside cab.

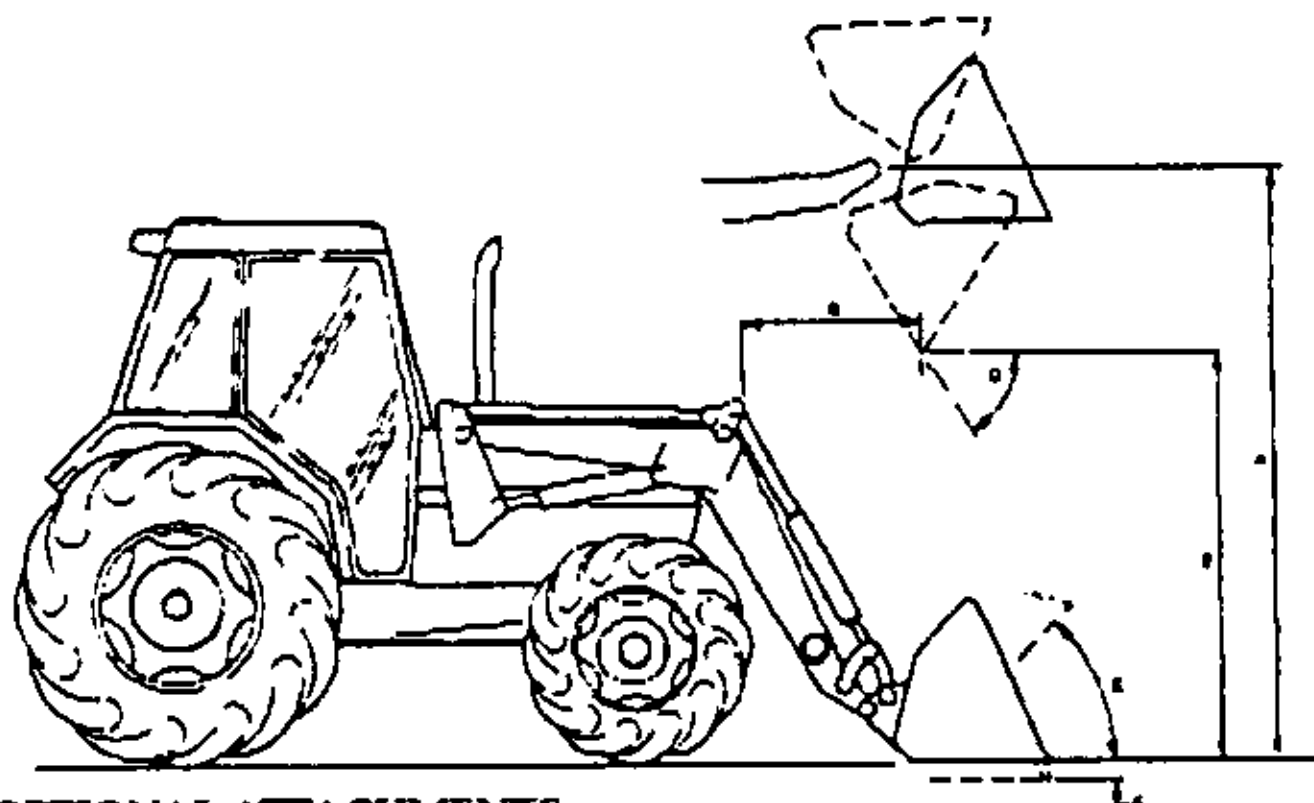
8160
4x4

	*7312 with 8580 FWA	*7314 with 8580 FWA	**7514 with 8870 w/SS
A) Lift Height, in (cm)	145.5 (369.5)	160 (429.2)	170 (431.8)
B) Clearance, full Height with bucket dumped, in (cm)	112.3 (285.2)	134 (340.3)	132 (335.2)
C) Maximum dump angle	52°	45°	60°
D) Reach, full Height with bucket dumped, in (cm)	41.3 (104.9)	35.3 (89.6)	32 (81.2)
E) Rollback angle	11°	40°	40°
F) Digging Depth, in (cm)	11.5 (29.2)	4.8 (12.1)	4 (10.1)
Lift Capacity, lb (kg)	2947 (1339.5)	4150 (1886.3)	4580 (2072.7)
Breakout force, lb (kg)	7380 (3354.5)	7795 (3543.1)	7560 (3436.3)
Loader control	Single Lever	Single Lever	Single Lever
Approx. weight, lb (kg)	2047 w/bckt (930.4)	2772 w/bckt (1260)	3620 w/bckt (1645.4)
7312 and 7314 Front-end loaders are recommended for 60 Series tractors. The 7514 loader is recommended for 70 Series tractors. For exact specifications consult your New Holland Dealer.			

** Per ASAE Standard S301.2.

* Per ASAE Standard S301.3.

Lift capacity and breakout force are measured differently between the two standards.



OPTIONAL ATTACHMENTS:

Selection of buckets and manure forks

YOUR NEW HOLLAND DEALER



NEW HOLLAND

Design, materials and/or specifications are subject to change without notice and without liability therefor. Specifications are applicable to units sold in Canada, the United States, its territories and possessions, and may vary outside these areas.

Visit our website at www.newholland.com/na

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Safety begins with a thorough understanding of the equipment. Always make sure you and your operators read the Operator's Manual before using the equipment. Pay close attention to all safety and operating decals and never operate machinery without all shields, protective devices and structures in place.

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STAFF REVIEW FORM

Wilson Park Pool
A.5.1X
xx
—AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council meeting March 16, 1999

FROM:

Connie Edmonston
NameParks & Recreation
DivisionPublic Works
Department

ACTION REQUIRED:

Approval of bid award for the replacement of the filter tanks and renovation of the dressing rooms at Wilson Park Swimming Pool. Bids will be open on Friday, March 5, 1999.

COST TO CITY:

Cost of this Request	\$170,000 Category/Project Budget	Wilson Pool Improvements Category/Project Name
2250-9250-5806-00	\$20,100	Park Improvements
4470-9470-5806-00	\$ 0	
Account Number	Funds Used To Date	Program Name
98011-1	\$79,900	HMR
	\$70,000	Sales Tax Fund
Project Number	Remaining Balance	Fund

BUDGET REVIEW: xx 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:

Approval of bid award.


 Division Head

 2-23-99
 Date

Cross Reference

Department Director

Date

New Item: Yes No

Administrative Services Director

Date

Prev. Ord/Res
#: _____

Mayor

Date

Orig Contract
Date: _____

AGENDA REQUEST FORM

White River Water Syst.
A.6.1

XX AGENDA REQUEST, City Council meeting of March 16, 1999

FROM: Don Bunn Public Works Admin Public Works
Name Division Department

ACTION REQUIRED: Approval of Amendment No. 3 ~~1.1~~ to an engineering contract with McGoodwin, Williams, and Yates to provide for extra compensation in the amount of \$58,793.63.

COST TO CITY:

\$ <u>58,793.75</u> Cost-This Request	\$ <u>72,474.00</u> Category/Project Budget	<u>White River Acq. & Imp</u> Category/Project Name
<u>5400-5600-5808 00</u> Account Number	\$ _____ Funds Used To Date	_____ Program Name
<u>96055</u> Project Number	\$ <u>72,474.00</u> Funds Remaining	<u>Water and Sewer</u> Fund Category

BUDGET/CONTRACT REVIEW:

XX Budgeted Item _____ Budget Adj. Attached

[Signature] 2/25/99 _____
Budget Coordinator Date Administrative Services Director Date

Marilyn G. Cramer 2-25-99 _____
Accounting Manager Date ADA Coordinator Date

[Signature] 2-26-99 _____
City Attorney Date Internal Auditor 586 2-25-99
Date Date

P. Vico 3-1-99 _____
Purchasing Officer Date

STAFF RECOMMENDATION: It is the recommendation of the Staff that the Council approve Amendment 3 ~~1.1~~ in the amount of \$58,793.75

[Signature] 2-4-99
Ass't Public Works Director Date

[Signature] 3-1-99
Department Director Date

[Signature] 1 MAR 99
Admin Services Director Date

[Signature] 3/1/99
Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: 32-97

Orig Contract Date: 18 Feb 1997

DEPARTMENTAL CORRESPONDENCE

February 1, 1999

To: Fayetteville City Council**From:** Don Bunn, Assistant Public Works Director**Thru:** Charles Venable, Public Works Director
Fred Hanna, Mayor**Subject:** Engineering Contract Amendment No. 3
White River Water Connections
McGoodwin, Williams, and Yates

On February 18, 1997 the City of Fayetteville entered into an agreement with McGoodwin, Williams, and Yates for preliminary engineering work to determine the best way of furnishing City water to the newly acquired White River Water System. There have been two amendments to that contract, both of which involved the preparation of detailed plans and specifications for work identified in the original contract. Contract Amendment No. 1 to that contract called for the preparation of detailed plans and specifications for the direct connections to between the City's water system and the White River System. Those connections consisted of a 12" line along Highway 45 from the existing pump station west of Gully Road to Goshen, the installation of a water pump station, and the installation of a 6" and 8" line from Lake Sequoyah Road to connect the southern part of our system to the White River system. The cost of the engineering work provided for in Amendment No. 1 was:

Detailed Plans and Specifications	\$	43,754
Easement Documents and Permits		12,015
Bidding Phase		4,119
Inspection Services*		39,769
Fee (15 Percent)		14,941
<u>Reimbursable Expenses</u>		<u>10,000</u>
Total Contract Amount	\$	124,549

* Based on an estimated 120 Days Construction Time

Contract Amendment No. 2 was executed on August 5, 1997 and provided for preparation of detailed plans and specifications for a new elevated water tank on Gully Road, a new water booster station on Gully Road and the connecting water lines. Construction of those improvements are now underway.

Attached for your review and approval is proposed Contract Amendment No. 3 which will modify Contract Amendment No. 1 to the Engineering Contract with McGoodwin, Williams, and Yates for the White River Connections by providing for compensation for out-of-scope work as explained below:

Item 1 - Additional services provided to update plans after the final plans were already completed and in response to changes requested by the City. Services included revised easement documents, rerouting of water lines, examination of alternate pump station sites (on the Lake Sequoyah line), visits with affected property owners. (\$17,996.00)

Explanation - During the process of negotiating with property owners for rights of way and easements, the staff requested a number changes in line routing in order to accommodate certain property owners and to facilitate the acquisition of easements. Those changes required changes to be made in the plans and in the detailed specifications. Also, we requested on several occasions that the engineer have a representative meet with the staff and the property owner on site.

These changes as requested by staff facilitated the acquisition of easements without resorting to condemnation.

Item 2 - Re-Design of the pump station on Lake Sequoyah Drive.

Explanation - This work was required because the staff requested a change in the location of the pump station in order to facilitate the acquisition of the necessary property. (\$1,478.75)

Item 3 - Additional inspection services due to the time required for the contractor to complete the project. (\$31,650.25)

Explanation - The amount for engineering services during construction contained in the original engineering agreement with McGoodwin, Williams, and Yates was \$39,769 and was based on 120 days construction time. The Notice to Proceed gave a date of September 29, 1997 as the start date for the contractor and the date of substantial completion would have been January 27, 1998. During the course of the work, two

White River Water Syst.

A.6.4

Change Orders were executed which added 40 days to the construction time, therefore the date for substantial completion was amended to be March 7, 1997. The actual time to substantial completion (June 14, 1998) was 258 days. The engineer is requesting compensation for inspection services rendered the 138 days of construction time over and above the contract time of 120 days.

A summary of the additional compensation being requested is:

Activity	Dates	Amount
Water Line Re-routes	6/2/97 - 9/21-97	\$ 17,996.00
Pump Station Re-Design	9/22/97 - 1/25/98	1,478.75
Additional Inspection	2/26/98 - 6/14/98	31,650.25
Fee, 15 Percent		7,668.75
Additional Cost		\$ 58,793.75

The amounts being requested for the extra work is reasonable and consistent with the amounts for similar work as given in the original contract. It is the recommendation of the Staff that the Council approve the Amendment.

McGoodwin, Williams and Yates, Inc.
Consulting Engineers
909 Rolling Hills Drive
Fayetteville, Arkansas 72703

Telephone 501/443-3404

December 28, 1998

RECEIVED
White River Water Syst.
A.6.5
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

FAX 501/443-4340

Re: Water System Improvements
Highway 45 East and White River Connections
Phase I - Initial White River Connections
City of Fayetteville, Arkansas
Project No. Fy-265

Mr. Donald R. Bunn, P. E.
Assistant Public Works Director
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Don:

In accordance with your conversation last week with Jerre Van Hoose, we are enclosing our documentation of our final engineering charges related to the above project. Attached to this letter is a sequence of events for the project, and Exhibits A, B, C and D are enclosed:

- Exhibit A - Summary of All Project Hours Worked
- Exhibit B - Calculation of Additional Chargeable Time
- Exhibit C - Worksheet showing Additional Chargeable Hours related
to Design Changes after Construction Began
- Exhibit D - Summary of Final Charges

We realize the additional request is significant. A study of the data shows that we spent \$22,115.00 between June 2 and September 21, 1997 for revisions, reroutes, easement rewrites, boundary surveys, landowner negotiations, and the bidding phase of the project. Our contract budgeted \$4,119.00 for the bidding phase only, so all other work during this period was additional work, which amounted to \$17,996.00.

Between September 22, 1997 and January 25, 1998, additional work was required to redesign the Sequoyah pump station at another site due to land acquisition problems, in the amount of \$1,478.75.

You will also see that our contract, as well as the construction contract, provided for a construction period of 120 days, meaning that all but the close-out work should have been done on or before January 25, 1998. You will see on Exhibit A (on pages 12, 13 and 14), we spent 790.5 manhours at a cost of \$31,650.25 between January 26 and June 14, 1998, at which time the work was substantially complete.

Mr. Donald R. Bunn

December 28, 1998

Page 2

In summary, our request for additional engineering fees is as follows:

From 6/2/97 to 9/21/97	-	\$ 17,996.00
From 9/22/97 to 1/25/98	-	1,478.75
From 1/26/98 to 6/14/98	-	<u>31,650.25</u>
Additional Engineering Cost	-	\$ 51,125.00
15% Fee per Contract	-	<u>7,668.75</u>
Total	-	\$ 58,793.75

The contract time for substantial completion was extended from 120 calendar days to 160 calendar days by change orders agreed to by the city, with no provision at that time to increase the cost ceiling on our engineering contract. In addition, you should be aware that during the design phase our actual cost was \$64,087.63, compared to \$55,720.00 set up in the project budget. The difference of \$8,367.63 is extra time spent in preparation of the plans and specifications, for which we are not requesting reimbursement.

We trust that the information provided will document the justification for an increase in engineering fees on this project. We will be pleased to review this data in detail at your convenience.

Cordially,



Charles R. Nickle, P. E.
Vice-President

CRN:sc
Enclosures

AMENDMENT NO. 3
TO
AGREEMENT FOR ENGINEERING SERVICES
WATER SYSTEM IMPROVEMENTS
CITY OF FAYETTEVILLE, ARKANSAS

WHEREAS, on February 14, 1997, the City of Fayetteville (the Owner) entered into an agreement with McGoodwin, Williams and Yates, Inc. (the Engineer), to provide engineering services in connection with the necessary facilities to allow the Owner to supply water to the recently acquired White River System from Fayetteville's system and those facilities required to upgrade the Highway 45 East portion of Fayetteville's system; and

WHEREAS, additional engineering time was spent at the request of the Owner for revisions, reroutes, easement rewrites, boundary surveys, land owner negotiations, and the bidding phase of the project, as well as inspection time; and

WHEREAS, the construction contract time was extended from 120 calendar days to 160 calendar days by change orders agreed to by the Owner, with no provision at that time to increase the cost ceiling on the existing engineering contract; and

WHEREAS, the original agreement provides for additional work to be performed at the direction of the Owner and compensated for on the basis of cost plus a fixed fee; and

WHEREAS, the actual reimbursable expenses in the project were \$3,594.80 out of a not-to-exceed contract amount of \$10,000.00;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Owner and Engineer, the parties hereto, stipulate and agree that the not-to-exceed contract amount for reimbursable expenses is hereby reduced by \$6,405.20; and the not-to-exceed contract amount for engineering services based on actual time required to perform the work is increased by \$58,793.75. The new total not-to-exceed contract amount including reimbursables is \$176,937.55.

All other provisions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Owner has caused these presents to be executed in its behalf by its duly authorized representatives, and the said Engineer by its duly authorized representatives, and the parties hereto have set their hands and seals this _____ day of _____, 1999.

Attest:

CITY OF FAYETTEVILLE, ARKANSAS

Heather Inman Woodruff, City Clerk

Fred Hanna, Mayor

McGOODWIN, WILLIAMS AND YATES, INC.

Attest:

Charles R. Nickle, Vice-President

Carl Yates, President

TCA Bldg. Renovation

A.7.1

City Council meeting of March 16, 1999

Public Works
Department

ACTION REQUIRED: Approval of an architectural contract with McGoodwin, Williams, and Yates for services relating to the renovation of the TCA Building. Contract Amount - \$27,988.00

<u>Misc. Capital Projects</u>	
Category/Project Name	

Program Name

Sales Tax
Fund Category

Administrative Services Director Date

ADA Coordinator _____ Date _____

ADA Coordinator Yolanda Fields Date 2-26-99 ✓
Internal Auditor _____ Date _____

3-1-99
Date

STAFF RECOMMENDATION: The Staff recommends the approval of the architectural contract with McGoodwin, Williams, and Yates in the amount of \$27,988.00

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

FAYETTEVILLE

TCA Bldg. Renovation

A.7.2

DEPARTMENTAL CORRESPONDENCE

February 25, 1999

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director



Thru: Charles Venable, Public Works Director
Mayor Fred Hanna

Subject: Architectural Contract
McGoodwin, Williams, and Yates
Renovation of TCA Building

Attached for your review and approval is an architectural contract with McGoodwin, Williams, and Yates for renovation of the TCA Building. The contract calls for a lump sum fee for the work of \$27,988.00.

The scope of work includes interior and exterior design, engineering evaluation of the existing structure, and mechanical, electrical, and plumbing design. The plan documents will be structured so that the City can act as the General Contractor and either do the work in-house or contract directly with others for the work. The heating and air conditioning work will be detailed for competitive bidding purposes.

The budget for this work is \$103,908.00. The General Fund has \$53,908.00 for the project while the Sales Tax Capital Improvement Fund contains \$50,000.00. After completion of this contract, there will be \$75,920 remaining. The renovation work is expected to cost \$150,000 to \$200,000 depending on exactly what is found during the investigative process and on how much exterior renovation is done.

The TCA Building was purchased in 1998 at a cost of \$253,092.00

It is the recommendation of the Staff that the architectural contract with McGoodwin, Williams, and Yates for renovation of the TCA Building be approved at a lump sum fee of \$27,988.00.

Standard Form of Agreement Between Owner and Architect for a Small Project

1993 SMALL PROJECTS EDITION

Because this document has important legal consequences, we encourage you to consult with an attorney before signing it. Some states mandate a cancellation period or require other specific disclosures, including warnings for home improvement contracts, when a document such as this will be used for Work on the Owner's personal residence. Your attorney should insert all language required by state or local law to be included in this Agreement. Such statements may be entered in the space provided below, or if required by law, above the signatures of the parties.

This **AGREEMENT** is made: March , 1999
(Date)

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

and the Architect: McGoodwin, Williams and Yates, Inc.
909 Rolling Hills Drive
Fayetteville, Arkansas 72703

for the following Project: Building Renovation for Engineering Department,
City of Fayetteville, Arkansas, Project No. Fy-288,
described as follows:

SEE ATTACHMENT "A"

The Owner and Architect agree as follows.

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ARTICLE 1
ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the project, including normal structural, mechanical and electrical design services. Services shall be performed in a manner consistent with professional skill and care.

- 1.1 During the Design Phase, the Architect shall perform the following tasks:
- .1 describe the project requirements for the Owner's approval;
 - .2 develop a design solution based on the approved project requirements;
 - .3 upon the Owner's approval of the design solution, prepare Construction Documents indicating requirements for construction of the project;
 - .4 assist the Owner in filing documents required for the approval of governmental authorities; and
 - .5 assist the Owner in obtaining proposals and award contracts for construction.

Omit 1.2 During the Construction Phase, the Architect shall retain the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in this Agreement and in AIA Document A205, General Conditions of the Contract for Construction of Small Projects. It is understood and agreed, that the Architect's services during construction include visiting the site, reviewing and certifying payments, reviewing the Contractor's submittals, rejecting nonconforming Work, and interpreting the Contract Documents.

See Article 7, Item 7.3.

ARTICLE 2
OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project, and shall establish a budget with reasonable contingencies that meets the project requirements. The Owner shall furnish surveying, geotechnical engineering and environmental testing services upon request by the Architect. The Owner shall employ a contractor to perform the construction Work and to provide cost-estimating services. The Owner shall furnish for the benefit of the project all legal, accounting and insurance counseling services.

ARTICLE 3
USE OF ARCHITECT'S DOCUMENTS

Documents prepared by the Architect are instruments of service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

ARTICLE 4
TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the project, the Architect shall be equitably compensated for services performed. Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for the Architect to either suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5
MISCELLANEOUS PROVISIONS

5.1 This Agreement shall be governed by the law of the location of the project.

Omit 5.2 Termination of this Agreement shall have the terminating party in AIA Document A205, General Conditions of the Contract for the Construction of Small Projects, control as of the date of this Agreement.

5.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

5.4 The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.

PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Owner shall compensate the Architect as follows.

6.1 The Architect's Compensation shall be: A lump sum fee of \$27,988 (Twenty-Seven Thousand Nine Hundred Eighty-Eight dollars) for the Design and Construction Documents Phases, and for Limited Services only during the Bid Phase (HVAC).
(Indicate method of compensation.)

For services requested by the Owner during the Construction Phase, compensation shall be on an hourly basis, as per the attached Schedule of Hourly Rates - Attachment "B" for McGoodwin, Williams and Yates, Inc., and Attachment "C" for Green-Anderson Engineers, Inc., plus reimbursable expenses.

of which an initial payment retainer of Zero dollars (\$ 0) shall be paid upon execution of this Agreement and shall be credited to the final payment.

6.2 The Architect shall be reimbursed for expenses incurred in the interest of the project, plus an administrative fee of Zero percent (0 %).

(List reimbursable items.)

6.3 If through no fault of the Architect the services covered by this Agreement have not been completed within nine (9) months of the date hereof, compensation for the Architect's services beyond that time shall be appropriately adjusted.

6.4 Payments are due and payable upon receipt of the Architect's invoice. Amounts unpaid thirty (30) days after invoice date shall bear interest from the date payment is due at the rate of N/A (N/A), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision.)

6.5 Architectural services not covered by this Agreement include, among others, revisions due to changes in the scope, quality or budget. The Architect shall be paid additional fees for these services based on the Architect's hourly rates when the services are performed.

ARTICLE 7

OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

- 7.1 Article 1, Item 1.1.4 is revised to include only the plan review process performed by the Building Inspector, and the plumbing plan reviews by the Arkansas Department of Health. Services are not included for review/approval by the Planning Commission nor by other review agencies.
- 7.2 Article 1, Item 1.1.5 is revised to include only limited services with regard to competitive bidding, as described on Attachment "A," under the Project Description.
- 7.3 Article 1, Item 1.2 is herein revised to delete the services provided by this item. Construction Phase services will be only "as requested" by the Owner. The Owner agrees to indemnify the Architect from any claims, damages, or losses resulting from any changes made in the Work by the Owner or by any Subcontractor of the Owner's during the Construction Phase.
- 7.4 It is understood and agreed that Green-Anderson Engineers, Inc. will be retained by the Architect to provide mechanical, electrical and plumbing design.

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER

(Signature) Fred Hanna, Mayor

City of Fayetteville

(Printed name, title and address)

113 West Mountain Street

Fayetteville, Arkansas 72701

ARCHITECT

(Signature) L. Carl Yates, President

McGoodwin, Williams and Yates, Inc.

(Printed name, title and address)

909 Rolling Hills Drive

Fayetteville, Arkansas 72703



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.

ATTACHMENT "A"
to
Standard Form of Agreement
Project No. Fy-288

Project Description

Renovation of the former TCA Cable Building, located at 125 West Mountain Street, for the primary use by the City's Engineering Department. The existing structure is approximately 7,800 square feet; however, the south end (1,150 S.F.) is to be removed by the City, leaving 6,650 (gross) square feet to be renovated.

The scope of work includes interior and exterior design, engineering evaluation/renovation of the existing structure(s), and mechanical, electrical, and plumbing (MEP) design. The Construction Documents will be in an abbreviated format for the direct use by the Owner, acting as the General Contractor, to perform the work or to contract directly with others to perform the work. Only the mechanical design (HVAC) will be detailed for competitive bidding purposes.

The scope of this Agreement does not include any work relating to asbestos or hazardous materials, nor does it include any surveying, site improvements, landscaping, or roofing/reroofing.

ATTACHMENT TO AGREEMENT FOR ENGINEERING SERVICES
SCHEDULE OF CLASSIFICATIONS AND RATES FOR 1999

<u>Classification</u>	<u>Hourly Rate</u>
Engineer 5.....	\$124.50
Engineer 4.....	108.00
Engineer 3.....	91.00
Engineer 2.....	63.00
Engineer 1.....	48.00
Architect 2.....	\$ 75.00
Architect 1.....	67.50
Technician 5.....	\$ 70.00
Technician 4.....	62.00
Technician 3.....	52.00
Technician 2.....	40.00
Technician 1.....	31.00
Clerical 2.....	\$ 58.00
Clerical 1.....	35.50

Hourly rate schedules will be adjusted annually each January 1.

McGoodwin, Williams and Yates, Inc.
Consulting Engineers
Fayetteville, Arkansas

January 1999



Green
Anderson
ENGINEERS, Inc.

TCA Bldg. Renovation
A.7.9

2233 N. Green Acres Rd. Fayetteville, Arkansas 72703, Phone: (501) 442-4682 / FAX: (501) 442-0413

ATTACHMENT "C"

Green Anderson Engineers, Inc.
Current Hourly Rates

March, 1999

Principal Engineer	\$90.00
Project Engineer	\$65.00
Design Engineer	\$50.00
Senior Designer	\$50.00
CADD/Drafter I	\$25.00
CADD/Drafter II	\$30.00
Word Processor I	\$25.00
Word Processor II	\$30.00

PROJECT NUMBER																McGOODWIN, WILLIAMS & YATES - ENGINEERING DESIGN PHASE COST ESTIMATE															
FY-788																BUILDING RENOVATION for ENGINEERING DEPARTMENT															
10-FEB-91																CITY OF FAYETTEVILLE															
TASK	ENGR 5	ENGR 4	ENGR 3	ENGR 2	ENGR 1	ARCH 2	ARCH 1	TECH 5	TECH 4	TECH 3	TECH 2	TECH 1	Q 2	CL 1	TASK LAYERS	TASK COST															
Removal Plans															0	\$0															
Administrative	2														0	\$0															
On-site visits	2		8			8							2		4	\$365															
Meetings with City staff	2		4			12									18	\$1,577															
Conceptual design						12				8					20	\$1,316															
Floor Plan, finish & door schedules						12				24					36	\$2,148															
Exterior elevations, Bldg section, Interior elevations						8				24					32	\$1,848															
Wall sections & details						12				12					24	\$1,524															
Reflected ceiling plan						8				12					20	\$1,224															
Coordinate lighting plan						4				18					22	\$1,236															
Specifications for finishes						8				24					32	\$1,848															
Structural Design			32			4				40					76	\$5,292															
Mechanical, Electrical, Plumbing Design - Green-Anderson						4									4	\$7,500															
Clerical and reproduction												2	8	2	12	\$597															
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XX AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

FROM:

ACTION REQUIRED:Award of bid to Hanklin & Sons, low bidder, to reroof the City Administration Building and approve a 10% contingency.

<u>\$ 36,387</u>	<u>\$ 350,000</u>	<u>Building Improvements</u>
Cost of this Request	Category/Project Budget	Category/Project Name
 <u>4470-9470-5804-00</u>	 <u>\$ - 0 -</u>	 _____
Account Number	Funds Used To Date	Program Name
 <u>96028</u>	 <u>\$ 350,000</u>	 <u>Sales Tax Capital</u>
Project Number	Remaining Balance	Fund

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>Marilyn J. Kramer</u>	<u>2-26-99</u>	<u>Isolinda Fields</u>	<u>2-26-99</u>
Accounting Manager	Date	Internal Auditor	Date
<u>[Signature]</u>	<u>3-1-99</u>		
City Attorney	Date	ADA Coordinator	Date
<u>P. V. Lao</u> PR	<u>3-1-99</u>		
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends award of bid to Franklin & Son and approval of 10% contingency.

[Signature] 2/26/99
Division Head Date

Cross Reference

Department Director _____ Date _____
Vincent C. ...
 Administrative Services Director _____ Date _____
Fred ...
 Mayor _____ Date _____

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date:_____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: The Fayetteville City Council

THRU: Fred Hanna, Mayor

Kevin Crosson, Administrative Services Director

FROM: Harold Dahlinger, Facilities Superintendent

DATE: February 26, 1999

RE: AWARD OF BID TO REROOF AND INSULATE CITY ADMINISTRATION ROOF

The present roof on the City Administration Building is a "Trocac" roof and is approximately 15 years old. This Trocac-type roof is the same as other roofs that have experienced sudden, unexpected roof failures resulting in emergency replacement.

The HVAC renovation that is now underway will require major roof work. At the same time, we will be adding four inches of insulation to the roof deck for greater efficiency.

Three bids (BID #99-30) for the above work were received. Low bidder was Franklin & Sons. We request the awarding of the contract to Franklin & Sons.

BID: 99-30
DATE: 2/22/99
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: RE-ROOF CITY ADMINISTRATION BUILDING

BIDDER	ITEM #1
FRANKLIN & SON	\$33,079.00
HARNES ROOFING	\$33,841.00
ROOFING SYSTEMS	\$41,095.00

CERTIFIED BY: *M. Lee* PURCHASING MANAGER
R. Williams WITNESS
DATE *2/22/99*

INVITATION TO BID

BID # 99-30	DATE ISSUED: February 8, 1999	DATE AND TIME OF OPENING: February 22, 1999, at 11:00 a.m.
BUYER: City of Fayetteville, AR		DATE REQUIRED: As scheduled by Project Manager
F. O. B. Fayetteville, AR	BUYER'S PHONE # (501) 575-8289	GUARANTEED DELIVERY DATE: 30 Days

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	PER ATTACHED SPECIFICATIONS: Re-roof City Administration as specified SUBCONTRACTORS: Franklin & Son, Inc. Mandatory Pre-Bid Conference at 10:00 on 2/17/99 in City Admin. #326 100% Performance & Payment Bond required on contracts of \$20,000 or more before notice to proceed is given. Project Manager to contact for site visit is Mr. Harold Dahlinger at 575-8361 5% BID BOND REQUIRED WITH BIDS SUBMITTED OVER \$20,000. CONTRACTOR'S LICENSE# 0029380399 Mandatory on bids \$20,000 or more. RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:	1		33,079.00

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM: Franklin & Son, Inc.	PHONE: 267-5544	FEDERAL ID# 71-0461598
	BUSINESS ADDRESS: 12382 W Highway 62	CITY AND STATE: Fayetteville, AR	
	AUTHORIZED SIGNATURE: 	TITLE: Project Manager	
		DATE: 2/2/99	

FAYETTEVILLE CITY ADMINISTRATION BUILDING
113 WEST MOUNTAIN STREET

RE-ROOF SPECIFICATIONS

Remove existing roofing and insulation down to existing decking, and haul away all debris to an approved landfill.

Mechanically attach one layer of 4" isocyanurate insulation.

Install 45 mil. Reinforced EPDM roof system, mechanically attached, with 7 ft. Seam spacing. All seam and flashing splices to be made with tape in lieu of adhesive.

Provide 15 year labor & material warranty from manufacturer.

Approved manufacturers include Genflex, Firestone, and Carlisle.

Replace all sheet metal items which are built into the roof system.

Existing gutter and downspouts to remain.

Provide metal covers for masonry chimneys.

All work to be coordinated with HVAC equipment replacement contractor.

All bidders must attend pre-bid conference.

CITY OF FAYETTEVILLE, ARKANSAS
Terms and Conditions

1. All bids shall be submitted in a sealed envelope and must be submitted on forms provided by the City.
2. The item bid and the bid number shall be stated on the face of the sealed bid envelope.
3. Bidders shall include all applicable local, state, and federal sales tax in bid. The responsibility of payment shall remain with the successful bidder.
4. Bids received after the date and time set for receiving bids will not be considered.
5. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
6. The bid price shall remain good and firm until project is completed.
7. All products delivered shall comply with applicable standards of quality.
8. Any exceptions to the requirements of the City of Fayetteville must be noted on the Bid Form.
9. Prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the furnishing of the items bid.
10. Each bidder shall state on the face of the bid form the anticipated number of days from the date of receipt of an order for delivery of equipment and installation to the City of Fayetteville.
11. Copy of the warranty shall accompany the bid, and any exceptions to the warranty shall be clearly noted on the bid form.
12. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
13. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
14. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation of bid.

15. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening time and date listed on the bid form.
16. If products and/or components other than those described in this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. All requests for additional information must be received within five working days following the request.
17. Bids must be hand delivered or received by mail in the Purchasing Office, Room 306, 113 W. Mountain St. Fayetteville, AR 72701, on or before the time of closing listed on the face of the bid.
- *18. Public improvement bids with a total of \$20,000 or more shall submit certificates of insurance within 10 days of notice of bid award. Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet, the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workers' Compensation:	Statutory Amount
Comprehensive General & Automotive Liability:	\$250,000 each person.
	\$500,000 aggregate.
Property Damage Liability:	\$100,000 aggregate.

- *19. Public improvement bids with a total of \$20,000 or more require a 5% bid bond and if awarded, a 100% performance and payment bond to be submitted before notice to proceed is given.
- *20. Public improvement bids exceeding \$20,000 or more require a contractor's license.
- *21. The City shall pay Contractor based on unit prices indicated in contractor's bid proposal. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
- *22. Contractor shall not assign his duties under the terms of this agreement. All work shall be coordinated directly with the Project Manager, or their designee.

*Applies to construction public improvement projects only, unless otherwise noted.

CONTRACT

This contract executed this _____ day of _____, 1999, between the City of Fayetteville, Arkansas, hereinafter called the City, and Franklin & Sons, hereinafter called the Contractor, and having an address at 12382 W. HWY 62 Farmington, AR 72730.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Contractor at his own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per bid 99-30 as stated in CONTRACTOR'S PROPOSAL, and in accordance with specifications attached hereto and made a part hereof under Bid #99-30, all included herein as if spelled out word for word.
2. The City shall pay the Contractor based on prices indicated in Contractor's Proposal. Progress payments will be made 30 days after approval and acceptance of work and submission of invoice. Amount of contract not to exceed \$ 33,079.00.
3. The Contract documents which comprise the contract between the City and the Contractor consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 99-30 with the specifications and conditions typed thereon.
 - B. The Contractor's proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City and the Contractor and may be modified only by a duly executed written instrument signed by the City and the Contractor.
5. Contractor shall not assign his duties under the terms of this agreement.
6. Contractor agrees to hold the City harmless and indemnify the City, against any and all claims for property damage, personal injury or death, arising from Contractor's performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. The Contractor shall furnish a certificate of insurance addressed to the Owner, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workers' Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability	\$250,000 for each person injured. \$500,000 for each accident.
Property Damage Liability	\$250,000 for each accident. \$500,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by the Contractor.

8. If contract exceeds \$20,000, Contractor agrees to furnish a Performance Bond, approved by the City, guaranteeing the performance of this contract, for not less than one hundred percent of the amount of this contract. Said performance bond shall be conditioned on full and complete performance of this contract and acceptance by the City of Fayetteville for the payment of all labor and materials entering into or incident to the proposed improvements. The Contractor agrees to furnish proof of licensure as required under the terms of Act 150 of the 1965 Acts of the Arkansas Legislature.
9. Contractor agrees to begin work within ten (10) days of notice to proceed and complete the work within 30 calendar days thereafter. Liquidated damages of \$100 per day shall be assessed at the option of the City, not as a penalty, beginning on the first day following the completion time to cover additional costs.
10. All work called for herein shall be coordinated directly with the Project Manager or their designee, at 575-8361.

11. This contract may be terminated by the City with 10 days written notice.
12. Contractor shall be responsible for meeting compliance with ADA regulations.

WITNESS OUR HANDS THIS _____ DAY OF _____, 1999.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

BY _____
MAYOR

ATTEST: CITY CLERK

FIRM NAME

ATTEST: SECRETARY

BY Gary Stein Director
NAME AND TITLE

1238t W Hwy 64
Fayetteville AR 72730
BUSINESS ADDRESS

STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of March 16, 1999
 FROM: _____

Connie Edmonston
 Name

Parks & Recreation
 Division

Public Works
 Department

ACTION REQUIRED:

Approval of a construction contract with Buildings, Inc. for Phase III Softball Complex located adjacent to Holcomb School. The construction costs are \$586,959 plus a project contingency amount of \$40,000. Total amount is \$626,959 with attached budget adjustment.

COST TO CITY:

\$626,959

Cost of this Request

2250 9250 5806 00

Account Number

96093

Project Number

\$ 825,949

Category/Project Budget

\$ 234,718

Funds Used To Date

\$ 591,231

Remaining Balance

Softball Complex

Category/Project Name

Park Improvements

Program Name

HMR/Parks Development

Fund

BUDGET REVIEW:

☒ Budgeted Item

☒ Budget Adjustment Attached

[Signature]
 Budget Coordinator

2/26/99

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

[Signature]
 Accounting Manager

3-9-99
 Date

[Signature]
 City Attorney

3-9-99
 Date

[Signature]
 Purchasing Officer

3-9-99
 Date

ADA Coordinator

Date

[Signature]
 Internal Auditor

3-9-99
 Date

STAFF RECOMMENDATION:

Approval of construction contract with Buildings, Inc.

[Signature]
 Division Head

2-26-99
 Date

[Signature]
 Department Director

3-9-99
 Date

Cross Reference

New Item: Yes No

[Signature]
 Administrative Services Director

Date

Proj Ord/Res

#: _____

[Signature]
 Mayor

3/4/99
 Date

Orig Contract

Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor Fred Hanna and City Council

Thru: Charlie Venable, Public Works Director
Connie Edmonston, Parks & Recreation Superintendent *C.E.*

From: *KJR* Kim J. Rogers, Parks Operations Coordinator

Date: February 25, 1999

Subject: Award of Construction Contract for the Softball Complex Phase III near Holcomb Elementary School on Salem Road - Bid #98720

The Parks & Recreation Division requests approval of a construction contract with the low bid of \$586,959 from Buildings, Incorporated for the Softball Complex located adjacent to Holcomb Elementary School. Phase III development will consist of signage, concrete concourse, bleachers, sports field lighting, general lighting, scorekeeper huts, maintenance building, and a concession/restroom facility.

In addition to the construction costs are \$586,959 we also request a seven percent project contingency in the amount of \$40,000 making the total request of \$626,959. This is within our total HMR project budget with a budget adjustment from the Parks Maintenance Complex fund of approximately \$36,000 since this project has a higher priority. The remaining funds will be used in Phase IV to complete this project which includes going through the Planning Division's Large Scale Development requirements of widening Salem Road and construction of a sidewalk. The estimate for Large Scale Development is \$105,000 to begin in the year 2000.

*Attachments: Staff Review Form
Staff Review Comment Sheet
Bid Tabulation Form
Purchase Requisition Form*

BID TABULATION

PROJECT: Crystal Springs Softball Fields Phase III - #98720 BID DATE: Thursday, February 25 @ 2:00 PM

GENERAL CONTRACTORS	Buildings, Inc.	Heckathorn Const.	Harrison-Davis Construction	May Construction	Midland Construction
Amount Incl. In base bid for trenching safety provisions	112874.00		1300.00		
Cost per C.Y. additional excavation not indicated on Bld Documents	8.00		15.00		
Subcontractor: Plumbing Work	100.00		15.00		
License No.	0007690999		0011870900		
Subcontractor: Mechanical Work	100.00		15.00		
License No.	0007690999		0011870900		
Subcontractor: Electrical Work	7-12 ELEC		15.00		
License No.	0040876999		0004150799		
Subcontractor: Roofing / Sheet Metal	1700000000		15.00		
License No.	0029380399		0004150799		
Unit Prices variations where quantity of clay-gravel structural fill required is more than indicated on the bid documents - Add	15.00		15.00		
Unit Prices variations where quantity of clay-gravel structural fill required is less than indicated on the bid documents - Deduct	15.00		15.00		
Unit Prices for variations in depth of continuous footings - Add	15.00		15.00		
Unit Prices for variations in depth of continuous footings where rock size of one-half cubic yard or larger is encountered that requires use of airhammers for excavation - Add	15.00		15.00		

BID TABULATION

PROJECT: Crystal Springs Softball Fields Phase III - #98720 BID DATE: Thursday, February 25 @ 2:00 PM

GENERAL CONTRACTORS		Buildings Inc.	Heckathorn Const.	Harrison-Davis Construction	May Construction	Midland Construction
Base Bid		5286,959		1030,000.00		
Contractor's License No.		0008740399		0016150299		
Bid Security		YES		YES		
Alternate Bid No. 1 <Deduct>		4,000.00		3,000.00		
Alternate Bid No. 2 <Deduct>		20,000.00		10,000.00		
Alternate Bid No. 3 <Deduct>		700.00		300.00		
Alternate Bid No. 4 <Deduct>		35,000.00		7,000.00		
Alternate Bid No. 5 <Deduct>		28,000.00		2,000.00		
Alternate Bid No. 6 <Deduct>		19,000.00		17,000.00		
Alternate Bid No. 7 <Deduct>		10,100.00		5,000.00		
Consecutive Days for Completion		160		180		
Addendum #1, #2 Received		YES / YES		YES / YES		
(Yes) No						

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

Budget Year 1999	Department: Sales Tax Capital Fund Division: Program:	Date Requested 02/26/99	Adjustment #
---------------------	---	----------------------------	--------------

Project or Item Requested: Additional funding is requested for the Girls Softball Complex.	Project or Item Deleted: None. A portion of the fundig for the Parks maintenance Complex is proposed.
---	--

Justification of this Increase: The low bid for this project including contingencies is greater than the funding budhgeted.	Justification of this Decrease: The Girls Softball Complex is a higher priority project.
--	---

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Park Improvemetns	40,000	4470	9470	5806	00	96093	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Park Improvemetns	40,000	4470	9470	5806	00	97019	20

Approval Signatures		Budget Office Use Only					
Requested By	Date	Type:	A	B	C	D	E
Budget Coordinator	Date	Date of Approval					
Department Director	Date	Posted to General Ledger					
Admin. Services Director	Date	Posted to Project Accounting					
Mayor	Date	Entered in Category Log					

AIA DOCUMENT A101-1997**Standard Form of Agreement Between Owner and Contractor**
where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the _____ day of March
in the year **Nineteen Hundred Ninety Nine**
(In words, indicate day, month and year)

BETWEEN the Owner: City of Fayetteville
(Name, address and other information) 113 West Mountain Street
Fayetteville, Arkansas

and the Contractor: Buildings Inc.
(Name, address and other information) P.O. Box 6190
Springdale, Arkansas 72766-6190

The Project is: Crystal Springs Softball Fields
(Name and location) Phase III
South Salem Road
Fayetteville, Arkansas

The Architect is: Perry L. Butcher & Associates, Architects
(Name, address and other information) P.O. Box 2076
Rogers, Arkansas 72757-2076

The Owner and Contractor agree as follows.

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

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.



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Washington, D.C. 20006-5292

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Upon receipt of Notice to Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than
160 days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)



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ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Five Hundred Eighty Six Thousand, Nine Hundred Fifty-Nine** Dollars (\$ **586,959**), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

No alternates accepted

4.3 Unit prices, if any, are as follows:

See attachment "A"

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

*** 7 calendar days for architectural review plus Owner's next regularly scheduled purchase order processing period.**

5.1.3 Provided that an Application for Payment is received by the Architect not later than the **last** day of a month, the Owner shall make payment to the Contractor not later than the *** see above** day of the **month**. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **days** after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.



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5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (*Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.*)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Upon fifty percent (50%) completion of the contract, no further retainage will be withheld from monthly payments. Retainage shall be held in escrow per Arkansas Statute 22-9-604.

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.



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5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

30 days after Architect's final Certificate for Payment plus Owner's next regularly scheduled purchase order processing period.

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Delete
article 7.2

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner's representative is: Kim Rogers
(Name, address and other information) City of Fayetteville Parks & Recreation Department
Fayetteville, Arkansas 72701

7.4 The Contractor's representative is: Chris Hobby or Darrin Masters
(Name, address and other information) Buildings Inc.
P.O. Box 6190
235 S. 40th
Springdale, Arkansas 72766

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions:

7.6.1 ADA shall be complied with.

7.6.2 Arkansas applicable Minimum Prevailing Wage Rates shall be complied with.



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ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and are as follows:

Document	Title	Pages
----------	-------	-------

See attachment "B"

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
---------	-------	-------

See attachment "B"

8.1.5 The Drawings are as follows, and are dated _____ unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

See attachment "C"



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8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
1	February 18, 1999	6
2	February 23, 1999	9

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)

Ken Bailey

CONTRACTOR (Signature)

Fred Hanna, Mayor
(Printed name and title)

Ken Bailey, President
(Printed name and title)

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ATTACHMENT "A"

UNIT PRICES FOR ADDITIONAL EXCAVATION

It is assumed that Phase I earthwork addressed all areas of poor soil requiring excavation. However, if directed by the Architect and Soils Engineer,

add eight Dollars (\$ 8.00)
for each cubic yard of additional excavation not indicated on the bid documents.

UNIT PRICES FOR CLAY-GRAVEL STRUCTURE FILL

Where quantity of clay-gravel structural fill required is more than indicated on the bid documents, as certified by the Architect and soils Engineer,

add five Dollars (\$ 5.00)
for each cubic yard of additional fill required.

Where quantity of clay-gravel structural fill is less than indicated on the bid documents, as certified by the Architect and soils Engineer,

deduct four Dollars (\$ 4.00)
for each cubic yard of fill not required.

UNIT PRICES FOR ROCK EXCAVATION

Where rock in size of one-half cubic yard or larger is encountered that requires use of airhammers for excavation, add

Five hundred Dollars (\$ 500.00)
for each cubic yard of rock excavated.

ATTACHMENT "B"

CRYSTAL SPRINGS SOFTBALL FIELDS

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
----------------	--------------

00010	Invitation to Bidders
00100	Instructions to Bidders
00200	Information Available to Bidders
00300	Proposal
00400	Conditions of the Contract
00800	Supplementary Conditions
00830	Wage Rates
00860	List of Drawings

DIVISION 1 - GENERAL REQUIREMENTS

01020	Allowances
01030	Alternates
01340	Submittals
01500	Temporary Facilities
01700	Project Closeout

DIVISION 2 - SITEWORK

02100	Site Preparation
02200	Earthwork
02222	Excavating, Backfilling and Compacting for Utilities
02282	Termite Control
02511	Asphaltic Concrete Pavement
02580	Pavement Markings
02930	Lawns and Grasses

DIVISION 3 - CONCRETE

03100	Concrete Formwork
03200	Concrete Reinforcement
03300	Cast-In-Place Concrete
03600	Grout

DIVISION 4 - MASONRY

04100	Mortar
04150	Masonry Accessories
04220	Concrete Unit Masonry

DIVISION 5 - METALS

05050 Metal Fastening

DIVISION 6 - WOOD AND PLASTICS

06100 Rough Carpentry
06192 Prefabricated Wood Trusses
06200 Finish Carpentry
06410 Cabinetwork

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07100 Waterproofing
07210 Building Insulation
07610 Standing-Seam Metal Roofing
07900 Joint Sealers

DIVISION 8 - DOORS AND WINDOWS

08111 Standard Steel Doors and Frames
08505 Aluminum Window Units
08710 Finish Hardware

DIVISION 9 - FINISHES

09900 Painting

DIVISION 10 - SPECIALTIES

10160 Metal Toilet Compartments
10200 Louvers
10430 Exterior Signage
10520 Firefighting Devices
10800 Hand Dryers
10810 Toilet Accessories

DIVISION 11 - EQUIPMENT

N/A

DIVISION 12 - FURNISHINGS

N/A

DIVISION 13 - SPECIAL CONSTRUCTION

13125 Bleachers

DIVISION 14 - CONVEYING SYSTEMS

N/A

DIVISION 15 - MECHANICAL

15010 Basic Mechanical Materials and Methods
15250 Mechanical Insulation
15400 Plumbing Systems
15440 Plumbing Fixtures and Trim
15661 Heat Pump
15624 Electric Unit Heaters

DIVISION 16 - ELECTRICAL

16050 Basic Electrical Materials and Methods
16112 Conduit Systems
16121 Cables, Low Voltage (600 Volts and Below)
16130 Boxes
16140 Wiring Devices
16160 Cabinets and enclosures
16170 Disconnects (Motor and Circuit)
16400 Service and Distribution
16425 Distribution Switchboards
16450 Grounding
16470 Panelboards
16510 Lighting Fixtures
16520 Sports Field Lighting

ATTACHMENT "C"

SECTION 00860

LIST OF DRAWINGS

PART 1 GENERAL

1.01 SUMMARY

A. Section includes:

1. List of drawings which are included as part of the contract documents:

SHEET NUMBER	DESCRIPTION
—	Cover Sheet
<u>Civil</u>	
C1	Site Plan
C2	Partial site Plan, Dirt Plan
C4	Site Grading for Reference
<u>Architectural</u>	
A1	Concession / Toilet Building Plan & Elevations
A2	Elevations
A3	Section of Details
A4	Sections, Details of Door Schedule
A5	Interior Elevations and Details
A6	Scorekeepers Hut Plan, Sections and Details
A7	Sign, Block Details of Storage Building

Structural

- | | |
|----|-------------------------------|
| S1 | Foundation Plan and Details |
| S2 | Roof Framing Plan and Details |

Mechanical

- | | |
|----|--|
| M1 | Concession / Toilet Building Plumbing Plan and Details |
| M2 | Plumbing, Isometric Plans and Details |
| M3 | Concession / Toilet Building Mechanical Plan |

Electrical

- | | |
|----|--|
| E1 | Field Lighting Plan |
| E2 | Concession / Toilet Building Lighting Plan |
| E3 | Concession / Toilet Building Power Plan |

END OF SECTION

PERRY L. BUTCHER & ASSOCIATES, ARCHITECTS



PRINCIPALS:
PERRY L. BUTCHER, A. I. A.
NCARB CERTIFIED
JOHN T. MACK, A. I. A.
NCARB CERTIFIED
STEVE BUTCHER

ASSOCIATES:
MIKE MANNING, A. I. A.
JAMES MAYER, A. I. A.
CHRIS SHIRLEY, A. I. A.

Licensed:
ALABAMA

ALASKA

ARIZONA

ARKANSAS

CALIFORNIA

COLORADO

CONNECTICUT

DELAWARE

FLORIDA

GEORGIA

HAWAII

IDAHO

ILLINOIS

INDIANA

IOWA

KANSAS

KENTUCKY

LOUISIANA

MAINE

MARYLAND

MASSACHUSETTS

MICHIGAN

MINNESOTA

MISSISSIPPI

MISSOURI

MONTANA

NEBRASKA

NEVADA

NEW HAMPSHIRE

NEW JERSEY

NEW MEXICO

NEW YORK

NORTH CAROLINA

NORTH DAKOTA

OHIO

OKLAHOMA

OREGON

PENNSYLVANIA

RHODE ISLAND

SOUTH CAROLINA

SOUTH DAKOTA

TENNESSEE

TEXAS

UTAH

VERMONT

VIRGINIA

WASHINGTON

WASHINGTON D.C.

WEST VIRGINIA

WISCONSIN

WYOMING

Project No. 98720

February 18, 1999

Addendum #1

Changes to the drawings and/or specifications for
Crystal Springs Softball Fields
Phase III

The contract documents for the above named project, dated February 5, 1999, are hereby amended as covered by this addendum. All work under this addendum is subject to the General Conditions and Special Conditions and shall be governed by the requirements thereof.

PROJECT MANUAL

Item No 1. SECTION 00300- PROPOSAL FOR LUMP SUM CONTRACT: Delete existing sheets 00300-4 and 00300-5 and replace with new sheets 00300-4 and 00300-5 adding the section UNIT PRICES FOR ROCK EXCAVATION to the proposal

Item No. 2. SECTION 01020 ALLOWANCES
1.02 BASE BID ALLOWANCES add:

5. Field Sound System \$2000.00 Materials Only* ---

Item No. 3. SECTION 01030 -ALTERNATES: Replace existing Section 01030 with new Section 01030.

SEE ATTACHMENTS

DRAWINGS C1

Item No.4 Details 1 and 2 Base Bid shall be for 4" concrete with 4" SB2 base in lieu of 5" concrete.
Alternate of 2" asphalt on 6" SB2 base.

NATIONAL OFFICE:

301 West Chestnut Street, Rogers, Arkansas 72756
P.O. Box 2076, Rogers, Arkansas 72757

(501) 636-3545

FAX (501) 636-1209

INTERNATIONAL OFFICE:

940 West Beijing Road, West-1103, Shanghai, Peoples Republic of China

011-86-21-625-61860

FAX 011-86-21-621-79920

Item No. 5 Curb may be precast and set on compacted base. It is not necessary to remove fencing or substantially remove concrete existing footing.

Item No. 6 Bleachers shall be 4(four) tier, 21'-0" long without guardrails. Bleachers shall have center aisle and handrail per SBC.

C2

Item No. 7 Slab at dumpster shall be 10' x 15' x 6" with 10/10 (Welded Wire Fabric) ; Float Finish.

Item No. 8 15' paved access drive from concession concourse shall extend to road. Paving shall be 2"asphalt on existing SB2 base.

Item No. 9 Planting at Project sign is not in contract.

Item No.10 Delete Note "SPRIG W/ BERMUDA on fields 1,2,3,&4". Sprigging will be done as part of Phase II Seeding at perimeter is by City of Fayetteville. Seeding per specification is a part of the Base bid for Phase III work in the concourse area between the field fences only.

A1

Item No. 11 Detail 4. W 8 x 3 column should read W 8 x 31.

Item No. 12 Add one 3' x 5' toilet, partition, and accessories to Room A102. Relocate slop sink in concession access 101 to Men's Toilet wall. Rough in 3rd lav to both toilet rooms and cap for future installation.

A3

Item No. 13 Detail 3, Louvers are 4'-6" x 1'-6".

M1

Item No. 14 Provide 6" sewer in lieu of 4" from center of Concession to Sewer tap. For the purposes of bidding Sewer is located approximately 16' deep.

Item No. 16 Permit fees are waived for plumbing work.

E1

Item No. 17 Existing conduit from second set of poles to Perimeter is 1 1/4" as required.

Item No. 18 Existing conduit from first set of poles to second Set of poles is 1 1/4" and 1 1/2" is drawn. Contractor will confirm his power requirements and replace as necessary.

Item No. 19 Existing conduit from first set of poles to concession is 2", 2" and 2 1/2" is drawn. Contractor will confirm his power requirements and replace if necessary.

Note: Conduit for field lighting shall be 24" deep.

E2

Item No. 20 Symbol "F" fixtures in 103 and 106 shall be symbol "L" and shall be Newstar 85 - 50 H.P.S. (2 req.)

Item No. 21 Symbol "F" fixtures at Detail 3 Electrical Plan shall be symbol "G" Lithonia WGEC 601 - 120- DWH (8 req.)

Item No. 22 The contractor, at his option, may either replace the main distribution panel or he may replace the buss and main breaker in the existing panel to 1200 Amp rating.

- Item No. 23 Refer to riser diagram on sheet E3 of the drawings. Charge keyed note #1 to read "Reuse existing conductors and conduit. Install additional 4" conduit and set of (4) 500 mcm". Route conduit as closely to existing as possible. Pad mounted transformer is approximately 240 feet west.
- Item No. 24 The load for each field's lighting is 178.8 Amp, including ballasts. Replace the 200 Amp breakers for the field lighting with 225 Amp.
- Item No. 25 The existing 1" conduit to the scoreboards shall not be replaced with 2'.

E3

- Item No. 26 Circuit #21-23-25 is correct for outdoor heat pump in lieu of 17-19-21.
- Item No. 27 SECTION 16520-Sports Field Lighting
2.05 Spare Lamps and Fuses.
A. In addition to providing and installing lamps for each Luminaire, Contractor shall provide 16 spare lamps..
2.06 Acceptable Manufacturers.
A. Add Musco to approved manufacturers.
- Item No 28 Initial light level readings and testing based on ANSI standards must be taken after 100 hour burn in of system
- Item No.29. For bidding purposes, If direct burial poles are not used and foundations are required they shall be as follows:
- | | |
|-------------|---|
| Diameter | 30" |
| Depth | 12' |
| Reinforcing | 8 no 6 bars vertical
with no.3 ties at 12' oc. |

END OF ADDENDUM NO. 1

ALTERNATES

PART 1 GENERAL

1.01 SUMMARY

A. Provisions are made in the proposal for the bidding of the base bid, and also, for the inclusion of the following alternates to be bid separately, the amount for which shall be stated by all bidders. The amount stated shall include all work as shown on the Drawings or described in the Specifications for each alternate.

B. The work under this heading is subject to the General Conditions and Special Conditions of the contract, and the Contractor or Subcontractor shall be responsible for, and be governed by, all the requirements thereunder as though specifically repeated herein.

C. The Owner shall have the right to accept or reject any or all alternates. Deductive Alternates shall be taken in numerical order as required by law in the State of Arkansas.

1.02 DEDUCTIVE ALTERNATES

A. The following items shall be bid for consideration:

DEDUCTIVE ALTERNATE NO. 1 - DELETE Asphalt pavement on 15' wide service road from Salem Road.

DEDUCTIVE ALTERNATE NO. 2 - DELETE Concrete paving in lieu of 2" asphalt.

DEDUCTIVE ALTERNATE NO. 3 - DELETE Electrical power to metal maintenance building.

DEDUCTIVE ALTERNATE NO. 4 - DELETE 20' x 14' Metal maintenance building.

DEDUCTIVE ALTERNATE NO. 5 - DELETE Public address system

DEDUCTIVE ALTERNATE NO. 6 - DELETE bleachers (two per field)

DEDUCTIVE ALTERNATE NO. 7 - DELETE canopy in front of
concession stand.

END OF SECTION

Project No. 98720

February 23, 1999

Addendum # 2

**Changes to the drawings and/or specifications for
Crystal Springs Softball Fields
Phase III**

The contract documents for the above named project, dated February 5, 1999 are hereby amended as covered by this addendum. All work under this addendum is subject to the General Conditions and Special Conditions and shall be governed by the requirements thereof.

PROJECT MANUAL

- Item No. 1. Section 00300 Proposal shall be replaced by Section 00300 Proposal 2/23/99.
- Item No. 2 Section 01020 Allowances
1.02 Base Bid Allowances add
- | | | | | |
|----|------------------------|-----------|---------------------|-----------|
| 3. | Exterior Signage | \$3000.00 | Materials and Labor | Det. 8/A7 |
| | (In lieu of \$2500.00) | | | |
| 6. | Building Signage | \$350.00 | Materials and Labor | ----- |
- Item No. 3 Delete Section 10430
- Item No. 4. Top Plates are single 2x on Concession Building.
- Item No. 5. Aluminum covered soffits shall be on 1/2" CDX in lieu of AC.
- Item No. 6. N.I.C. Equipment in Concession shall be by Fayetteville Parks Department. Contractor shall provide means to facilitate hook-up. i.e. (Ice-maker)
- Item No. 7 Allowance For Exterior sign shall include Masonry, Foundation, and Limestone Sand-Blasted Sign complete.
- Item No. 8 Bleachers shall have double footboard and riser on top riser only.
- Item No. 9 Attached sketch of Addendum No. 1 Item No. 12 is for reference.
- Item No. 10 Windows in Concession shall be provided with Screens.
- Item No. 11 Delete 2- Symbol D Shop Light in Concession Access in lieu of 2 Symbol C 2' x 4' Fixtures.

PERRY L. BUTCHER & ASSOCIATES, ARCHITECTS



PRINCIPALS:
PERRY L. BUTCHER, A.I.A.
NCARB CERTIFIED
JOHN T. MACK, A.I.A.
NCARB CERTIFIED

ASSOCIATES:
MIKE MANNING, A.I.A.
JAMES MAYER, A.I.A.
CHRIS SHIRLEY, A.I.A.

License:
ALABAMA

ALASKA

ARIZONA

ARKANSAS

CALIFORNIA

COLORADO

CONNECTICUT

DELAWARE

FLORIDA

GEORGIA

HAWAII

IDAHO

ILLINOIS

INDIANA

IOWA

KANSAS

KENTUCKY

LOUISIANA

MAINE

MARYLAND

MASSACHUSETTS

MICHIGAN

MINNESOTA

MISSISSIPPI

MISSOURI

MONTANA

NEBRASKA

NEVADA

NEW HAMPSHIRE

NEW JERSEY

NEW MEXICO

NEW YORK

NORTH CAROLINA

NORTH DAKOTA

OHIO

OKLAHOMA

OREGON

PENNSYLVANIA

RHODE ISLAND

SOUTH CAROLINA

SOUTH DAKOTA

TENNESSEE

TEXAS

UTAH

VERMONT

VIRGINIA

WASHINGTON

WASHINGTON D.C.

WEST VIRGINIA

WISCONSIN

WYOMING

Item No. 12 Delete 8 Symbol G fixtures (8 required) at scorekeepers huts.

Item No. 13 Install telephone jack in Concession Room 100.

Item No. 14 Install wind operated "Whirlybird" ventilator or ridge venting on Storage Building at the option of owner

Item No. 15 Fill all cores of exterior walls of concession building in addition to walls in concession area.

Item No. 16 Slab at dumpster shall be 12'x 10' x 6" thick with 10/10 welded wire fabric and float finish in lieu of 15' x 10' slab.

END OF ADDENDUM

FAXED
12-22-89

NATIONAL OFFICE:

301 West Chestnut Street, Rogers, Arkansas 72756
P.O. Box 2076, Rogers, Arkansas 72757

(501) 636-3545

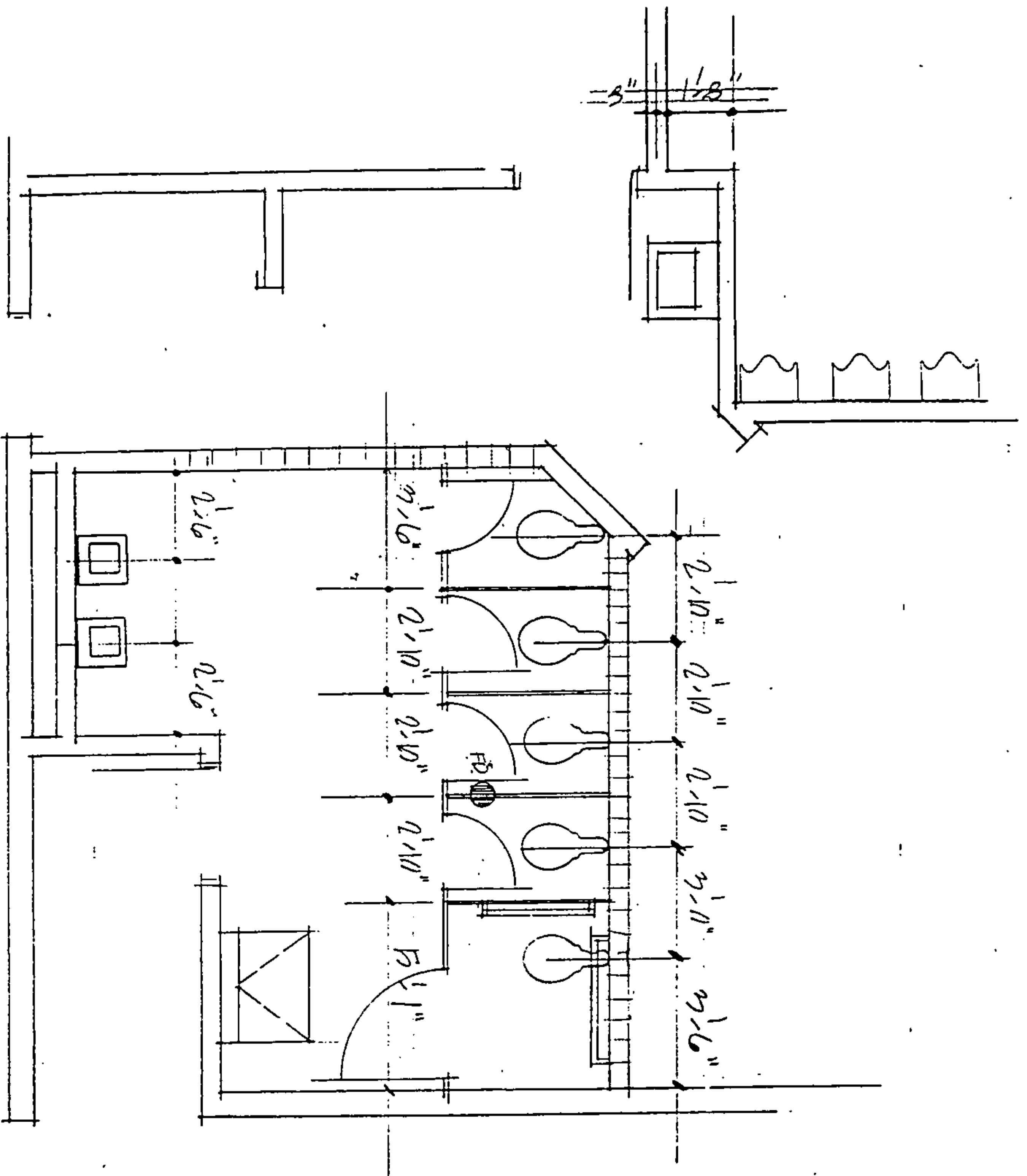
FAX (501) 636-1209

INTERNATIONAL OFFICE:

940 West Beijing Road, West-1103, Shanghai, Peoples Republic of China

011-86-21-825-81860

FAX 011-86-21-821-79920



REVISED FLOOR LAYOUT
SCALE

FAXED
022499

STAFF REVIEW FORM

Razorback Estates Wvr.
C.1.1

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of March 16, 1999.

FROM:

Connie Edmonston

 Name

Parks & Recreation

 Division

Public Works

 Department

ACTION REQUIRED: Waiver of Ordinance 3793 to accept money in lieu as the park land requirement of the Razorback Estates Subdivision.

COST TO CITY:

0

 Cost of this Request

 Category/Project Budget

 Category/Project Name

 Account Number

 Funds Used To Date

 Program Name

 Remaining Balance

 Project Number

 Fund

BUDGET REVIEW: _____ Budgeted Item xx Budget Adjustment Attached

Steph Dand

 Budget Coordinator

Wanda C. Cuss

 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marilyn J. Cramer

 Accounting Manager

2-26-99

 Date

 ADA Coordinator

 Date

L. H. H. H.

 City Attorney

2-25-99

 Date

Yolanda B. B. B.

 Internal Auditor

2-25-99

 Date

P. Vice

 Purchasing Officer

2-25-99

 Date

STAFF RECOMMENDATION:

Waiver of Ordinance 3793 and to accept money in lieu as the park land requirement of Razorback Estates.

Connie Edmonston

 Division Head

2-23-99

 Date

Cross Reference

Wanda C. Cuss

 Department Director

2-26-99

 Date

New Item: Yes No

Wanda C. Cuss

 Administrative Services Director

2-26-99

 Date

Prev Ord/Res
 #:

Wanda C. Cuss

 Mayor

2-26-99

 Date

Orig Contract
 Date:

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council
THRU: Charlie Venable, Public Works Director
FROM: Connie Edmonston, Parks & Recreation Superintendent *C.E.*
DATE: March 2, 1999
SUBJECT: Waiver of the Park Land Dedication Ordinance 3793

Razorback Estates is a proposed 228 multi-family development on a 22.5 acre tract located on McConnell Avenue and Highway 71 Bypass immediately north of the Washington County Fairgrounds. The owner is Lindsey and Associates with Crafton, Tull and Associates as the engineers. Razorback Estates included in their design the following recreation facilities for their tenants: playground, clubhouse, swimming pool, tennis court, volleyball court, basketball court, two lakes, AAO (Arkansas Athlete Outreach) Clubhouse with patio area, AAO basketball arena, and AAO football field. The requirement for the park land ordinance is 4.56 acres or the money in lieu is \$68,400. Park staff toured the site with Crafton Tull and recommended money in lieu be accepted as the requirement. The plat was brought before the Parks and Recreation Advisory Board on March 1, 1999 with their recommendation to accept money in lieu of land.

The recommendation to accept money in lieu as the park land requirement was based on the following justifications:

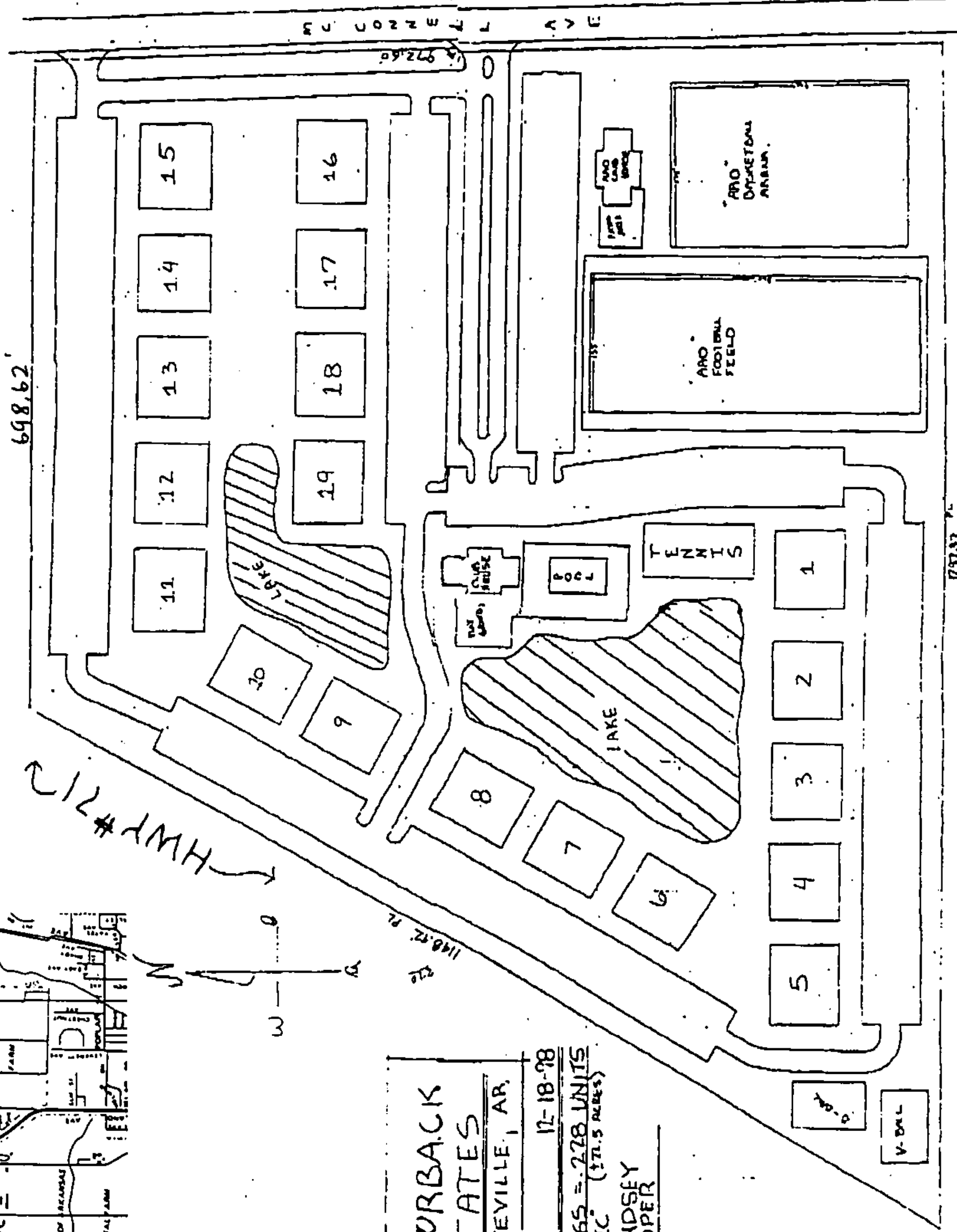
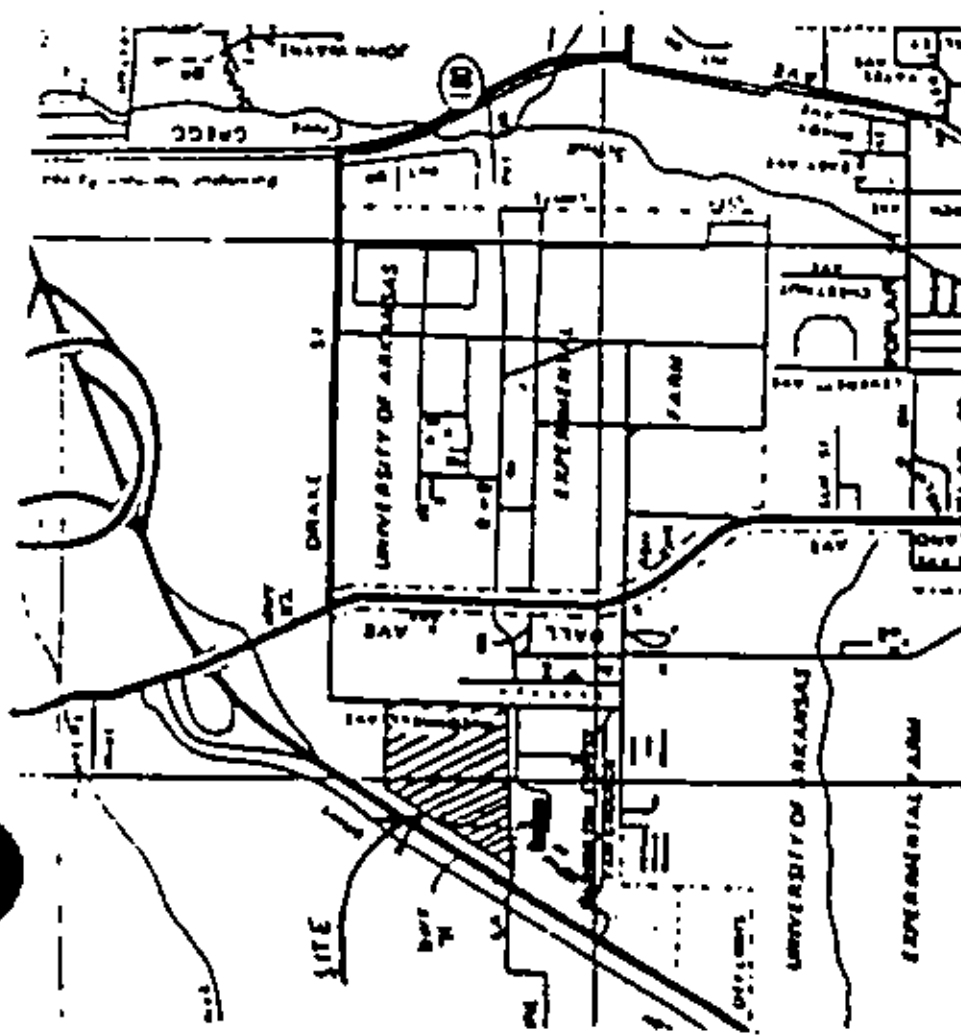
1. It is not in a priority area for a park in our Master Plan.
2. The development is located adjacent to the Washington County Fairgrounds containing 47.4 acres. It is also served by parks in the area containing over 70 acres.
3. The development preliminary plan provided a substantial number of recreational facilities to serve their residents. In addition, a basketball arena and football field are provided for the AAO program which serves youth.

Because Razorback Estates development is over 100 units, Ordinance 3793 regulates the Parks Division to accept a land dedication. The ordinance states:

However, if the Parks and Recreation Advisory Board determines that a neighborhood park is not feasible or advisable, it may recommend to the City Council that a cash contribution pursuant to our ordinance be accepted in lieu of land dedication. The City Council will either accept the recommendation for a cash contribution or return the subdivision plat to the Parks Board with instructions or for further study.

Please review this request to waive the park land dedication requirement and to accept money in lieu as the park land ordinance requirement for Razorback Estates. The required \$68,400 park land fee may be used for acquisition and development of park land that serves the development within the northwest park district. These funds must be expended within three calendar years of the last date of the calendar year in which it was received. If you have any questions concerning our requests, please call me at 444-3473.

Attachment: Map



RAZORBACK
 ESTATES
 FAYETTEVILLE, AR.
 12-18-98
 19 BLDGS = 228 UNITS
 'CLASSIC' (71.5 ACRES)
 JIM LINDSEY
 DEVELOPER

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of March 16, 1999.

FROM: Alett Little Planning Public Works
Name Division Department

ACTION REQUESTED: To approve vacation request VA99-2, to vacate a 20 foot alley to the east of property located at 820 South College Avenue as submitted by Gary Kahanek and John Birmin of Build A Home.

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 2-26-99 Internal Auditor Date
Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommended approval and the Planning Commission recommended for Council approval on the consent agenda with a vote of 8-0-0. Mr. Forney was absent.

Alett Little 2-26-99
Division Head Date
Richard Chasal 2-26-99
Department Director Date
David D. Chasal 2-26-99
Administrative Services Director Date
Fred Forney 3/1/99
Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

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CONSENT AGENDA

MINUTES OF SPECIAL MEETING JANUARY 15, 1999

VA99-2: VACATION
BUILD-A-HOME, pp563

This item was submitted by Gary Kahanek and John Firmin of Build-A-Home for property located at 820 South College Avenue. The property is zoned R-2, Medium Density Residential. The request was to vacate a 20-foot alley to the east of the property.

Staff recommended approval.

LSD99-3: LARGE SCALE DEVELOPMENT
ALLIED STORAGE, pp601

This item was submitted by Kurt Jones of Crafton, Tull and Associates on behalf of Allied Storage for property located at 15th Street across from Walker Park. The property is zoned I-1, Heavy Commercial, Light Industrial, and contains approximately 14.98 acres.

Staff recommended approval subject to the following conditions:

1. Provide screening that was required for the original development as described in §160.118 (D)(6)[UDO 166.10 (C)(6)]:

The applicant shall install landscaping per option #2 stated in the attached letter; however, the variety of honeysuckle to be installed will be "Lonicera japonica 'purpurea'" as requested by the Landscape Administrator. A description of this plant is included in the agenda material.

2. All new utilities shall be located underground.
3. Plat Review and Subdivision comments.
4. Cooperation with Water and Sewer Maintenance Division to provide necessary access to all manholes.
5. Staff approval of final detailed plans, specifications and calculations for grading, drainage, water, sewer, fire protection, streets, sidewalks, parking lot(s), and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and

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approval. All improvements shall comply with the City's current requirements.

6. Large Scale Development approval to be valid for one calendar year.

7. Prior to the issuance of building permit the following is required:

- a. Grading and drainage permits.
- b. Separate easement plat for this project.
- c. Completion of all required improvements or the placement of a surety with the City as required by 159.34. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

MOTION

Mr. Estes made a motion to approve the consent agenda.

Mr. Shackelford seconded the motion.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 8-0-0.

..

VA 99-2
C.2.4PC Meeting of 22 Feb 99**FAYETTEVILLE**

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.

Alley vacation

Build-A-Home

Fayetteville, AR 72701

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Ron Petrie, Staff Engineer
DATE: 18 February 99

Project: VA 99.00-2.00: Alley vacation as requested by Build-A-Home for property located at 820 South College Avenue, Glenwood Park Addition, Block Two, located east of Lots 9, 10, 11, & 12 and west of Lots 45, 46, 47, & 48. The property is zoned R-2, High Density Residential. The request is to vacate only that portion of the 20' wide Alley adjacent to the afore mentioned lots. Please refer to the attached drawings.

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

Ozarks Electric - No service.

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.

One adjacent property owner objected to the proposed alley vacation stating "We have heard that the intention is to build apartments on the adjoining property. We don't want that to happen."

Another adjacent property owner commented "You can only have 10' of it" but did not object to the requested vacation. Note: Property which is vacated reverts to the property owners on each side in equal amounts.

City of Fayetteville:

Water/Sewer - No objections.

Street Department - No objections.

Solid Waste - No objections.

Recommendation: Approval of alley vacation provided that 20' be retained as a general utility easement.

PLANNING COMMISSION ACTION: yes Required
_____ Approved _____ Denied

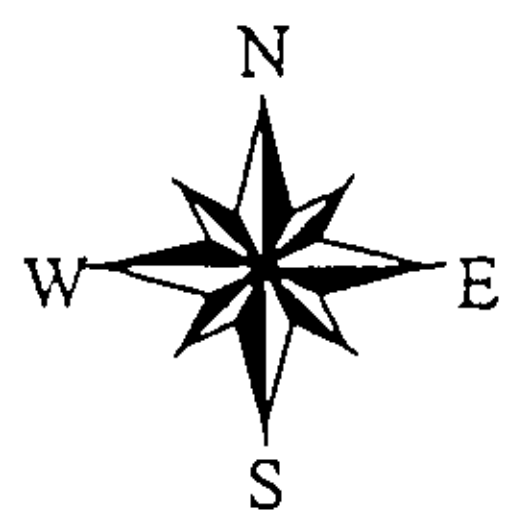
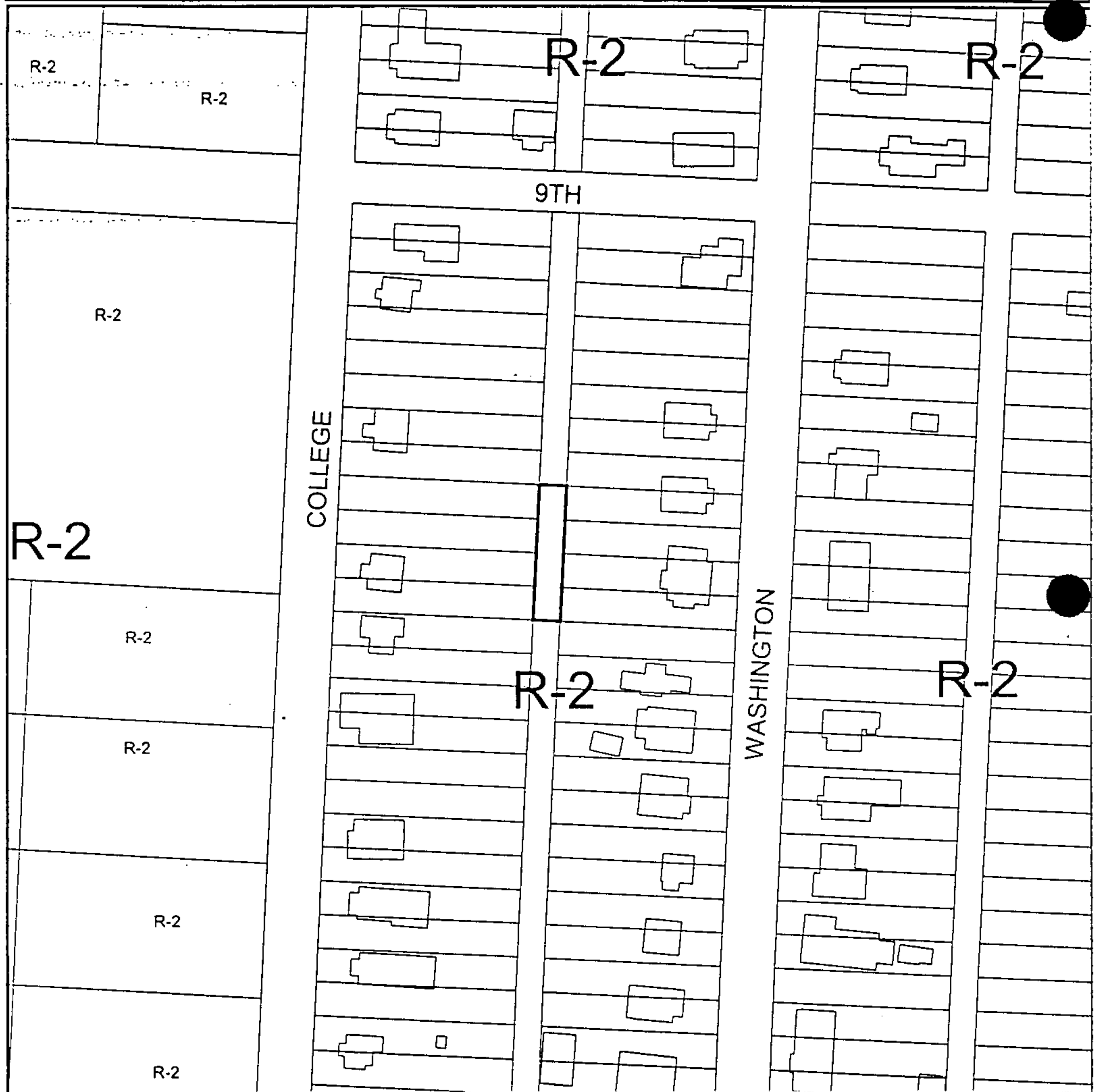
Date: / /

Comments:

CITY COUNCIL ACTION: yes Required
_____ Approved _____ Denied

Date: / /

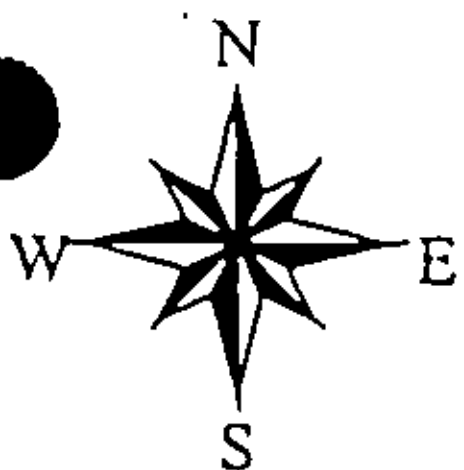
VA99.00-2.00 - Build-a-home - Close Up



VA99.00-2.00 - Build -A-Home - One Mile Radius



1400 0 1400 Feet



STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of March 16, 1999

FROM: _____
Alett Little Planning Public Works
Name Division Department

ACTION REQUESTED: To approve RZ99-3 submitted by Dave Jorgensen of Jorgensen & Assoc. on behalf of WHM Land Investments, Inc. for property located at Wedington Drive and Ruppel Road. This 2.37 acre tract is currently zoned A-1, Agricultural and the Planning Commission recommends rezoning to C-1, Neighborhood 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 2-26-99 Internal Auditor Date
Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommends approval and the Planning Commission recommended to City Council that the rezoning be approved with a unanimous vote of 8-0-0. Commissioner Forney was not present.

Alett Little 2-26-99
Division Head Date
Charles Denard 2-26-99
Department Director Date
Wanda Johnson 2-26-99
Administrative Services Director Date
Red Forney 2-16-99
Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

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RZ99-3, 99-4, 99-5: REZONINGS
MEADOWLANDS, pp439

This item was submitted by Dave Jorgensen of Jorgensen and Associates on behalf of WHM Land Investments, Inc. for property located at Wedington Drive and Ruppel Road. The property in Tract 1 is zoned A-1, Agricultural and contains approximately 2.37 acres. The request is to rezone the property to C-1, Neighborhood Commercial. The property in Tract 2 is zoned A-1, Agricultural, and contains approximately 4.09 acres. The request is to rezone the property to C-1, Neighborhood Commercial. The property in Tract 3 is zoned A-1, Agriculture, and contains approximately 31.91 acres. The request is to rezone the property to R-2, Medium Density Residential.

Staff recommended approval rezoning Tracts 1 and 2 from A-1, Agricultural to C-1, Neighborhood Commercial. Further, staff recommended approval rezoning Tract 3 from A-1 to R-2 (Medium Density Residential). Staff noted to the applicant that the City's sewer facilities may be subject to a moratorium in the near future.

Dave Jorgensen and Butch Robertson were present on behalf of project.

Little: I believe we should discuss these all at one time. Each of them will require a separate motion and vote.

Committee Discussion

Jorgensen: I am representing the owners on behalf of this request. As you mentioned, Tract 1 is an existing 2.37 acre parcel of property that is located at the southeast corner of Ruppel Road extension at Wedington Road. Tract 2 is at the southwest corner of that same intersection with 4.90 acres. Both of these tracts of property are existing A-1 parcels of property. Our request is to rezone these to C-1 on both corners. They are surrounded, generally, by C-1 property to the north, C-2 property to the southwest, A-1 to the south and R-O to the east. The third tract of property is the larger tract which is 32 acres located to the south of the Ruppel Road extension as planned through there. The existing tract is A-1 and the request is to go to R-2.

Public Comment

Mr. Vernon McBride who owns the property south of Tract 3 spoke in opposition to rezoning that tract to R-2 on the grounds that it could allow for a mobile home park or a very dense residential area. He requested that Tract 3 be rezoned to R-1.5. He stated he had 80 acres south of the subject property and in the future might develop that as R-1 with one acre lots. He also expressed concern about drainage issues from a previous project developed, The Meadowlands.

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Further Commission Discussion

Jorgensen: I can say that for sure a mobile home park is not planned in that area. What is planned for the R-2 is an apartment complex. You may still have an objection to that. A mobile home park is definitely not planned in there.

MOTION

Mr. Odom made a motion to approve RZ99-3 rezoning Tract 1 from A-1 to C-1.

Mr. Ward seconded the motion.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 8-0-0.

MOTION

Mr. Odom made a motion to approve RZ99-4 rezoning Tract 2 from A-1 to C-1.

Mr. Shackelford seconded the motion.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 8-0-0.

Further Commission Discussion

Estes: As I look at the one mile radius vicinity map that we were provided, south of Wedington, the only place I see R-2 is over there where the apartments are off of the Bypass. Would R-1.5 satisfy your needs for the 31.91 acres?

Jorgensen: I would have to ask Butch Robertson.

Robertson: We want R-2.

Jorgensen: You may want to comment on some of the on going discussions about the park and the Youth Center.

Robertson: I don't know whether you remember or not but part of this property is where the school negotiations were about putting a middle school there adjacent with a ten acre park. As

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part of phase 1, 2, 3, 4, and 5 of The Meadowlands development, we pledged 9.3 acres of park land at the southeast corner of the property. The school was to be built adjacent to this property to provide a playground area for the school and also a nice park for that area. For whatever reasons, the school got moved north and now Wedington is being widened out to the entrance of The Meadowlands with four lanes. This make ingress and egress much easier. We are currently talking with some people at the Youth Center about the possibility of building a new youth center project out there. I don't know if this will bear fruit or not but we are in the process of discussing it. That would put the Youth Center and the park together and instead of having a 10 acre park, there would be 20 acres with the Youth Center, having a swimming pool, football field, soccer field, basketball goals and have a real community development there for a recreational facilities. In conjunction with that, on the north end of the east side of Ruppel, we would like to provide some apartments in there. This seems to be the best use for the property and I believe the staff agrees with the R-2 zoning. That is why we are bring forward this request for R-2. I will be happy to field any questions you may have.

Estes: What you have in mind then, is the apartments would be on the northwest corner of the R-2 tract and the Youth Center and the park area described would occupy the remainder.

Robertson: That is what we are talking about now. Hopefully, that is what will come to pass. We're just now getting down to discussing this with the powers that be and hopefully we can get this worked out. I certainly would like to see this out there and everyone knows we need a new Youth Center. This would be a real plus to the western side of Fayetteville to have that kind of facility with a park in conjunction with the Youth Center which gives you plenty of room for playgrounds and all the activities that the Youth Center provides.

Estes: I agree that would be an ideal use and I would like to see something like that. I would just be concerned about having 32 acres of apartments out there.

Robertson: It won't be that much. The Youth Center is going to need 10 to 15 acres. We haven't decided the amount. We're still talking to those people and we haven't even gotten down to the nuts and bolts of it but we feel like somewhere in the 10 to 15 acres range coupled with the 10 acre park would give a tremendous complex there and that would leave roughly 20 acres for apartments.

Hoffman: I have an observation. It seems more like you may be a little bit premature in requesting the entire 32 acres be rezoned R-2 and possibly this would be better served to be developed as a PUD that has green space allocations instead of rezoning the entire tract for this much development at this time. Have you thought about that? I also encourage the Youth Center.

Robertson: If we reduced it from 31 acres to 21 acres, and left the 10 in there for the Youth

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Center and the park, would that work?

Hoffman: At this stage, I'm not real sure what needs to happen.

Robertson: What we are trying to do is something really positive for the western side of Fayetteville. It really needs a shot in the arm. I think this is a move in the right direction. We want Meadowlands to be a nice development, which it is. The city wanted a blend of duplexes and houses. They seem to exist pretty well together. The housing development is a little slower than what we had anticipated and that is why we are moving on to this other area. Eventually, we hope to have the balance of that Meadowlands development which has about 70 acres in it to be residential which would put the whole west side of Ruppel Road residential with a mixture of duplexes and houses and then the east side of Ruppel would be the park, the Youth Center, and some apartments. They want Ruppel Road to have a 90 foot right of way which will be a boulevard. We would be willing to talk to the City about dedicating the extra 30 feet that they will need because there is a 60 foot right of way now and they need 90 to make that a boulevard which gives you the separation that you need between the two types of projects. We really feel like we have all the buffers there. We built one retention pond because we only did Phase I and II. The second retention pond comes when you do Phases III and IV. We understand the water and drainage situations and we will deal with that to try and be good neighbors to everyone there. We don't want anyone to have a water problem.

Tucker: I'm hesitant to approve all 31 acres as R-2 for the same reasons as expressed previously. I'm also in favor of the Youth Center and all that but if that does not come to pass, then we still have zoned the entire tract for potential use as R-2 capacity. It seems as if it is not really what you want to have happen anyway. It seems premature for the whole 31 acres to be rezoned R-2.

Robertson: We would be receptive to reducing that by 10 acres which is basically what the Youth Center indicated they would need and if they need a little more than that then that would just reduce the 21 acres.

Odom: Staff, how do we get through this at this late hour? Keep in mind that we are nothing more than a body that recommends something to the City Council anyway.

Robertson: All of this has to go to large scale development before anything is done anyway, so we will back to you again.

Odom: We approve large scale development but we are nothing more than a body that recommends items to be rezoned to the City Council. They are the ones with the final authority on the rezoning. How do we posture a motion?

Little: I think what you would have to do is recommend approval to the City Council for "x" amount of acres. But, prior to that going forward, we would have to have the legal description because in order for the ordinance to be written you have to have a legal description of the exact acreage. If that is what you are choosing to do, I think that you have a way to do that.

Hoffman: Is there any schedule for the connection of Ruppel Road and Persimmon?

Little: When the development comes along.

Hoffman: On one hand, I have a concern about adding a great number of units to essentially a long, dead end street. This development has no way to connect this to Persimmon until other development occurs. On one hand, I want to encourage that. On the other hand, I want to encourage they reduce the number of acres to be rezoned.

Little: You could also ask for this portion of it to be tabled until you had the drawing before you so that you would know exactly what it is you are recommending. You have a couple of options.

Odom: I believe the spirit of what we wanted could be ironed out by the time it got to City Council.

Ward: The other thing we could do if the issue is to limit, is to condition it upon 12 units per acre for the whole 32 acres and then if some of those acres are developed by the Youth Center, it could be limited to 400 units. You would still have the same number of units you could build on the 20 acres that you have left. It would work out about the same.

Little: 32 acres multiplied by 12 units per acre gives us 384 units.

Ward: That's one way of doing it.

Robertson: Basically, what that would mean is if we sold the ten acres off to the Youth Center and have 20 acres left, we could still have 384 units.

Ward: If you are going to build duplexes, you won't have any problems. If you build a large apartment complex, you could build 12 units per acre pretty easily.

Little: For comparison purposes, if you had 20 acres and you develop that at 24 units per acres, that would be 480 units.

Robertson: So you are reducing the amount by 100 units.

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Johnson: Do we have the power to recommend a rezoning with these kinds of conditions on it?

Odom: Not really. I don't think we can say we'll do it if they will do this. But, if the applicant is saying they will willingly offer a bill of assurance we can do that. Is that right?

Little: Right.

Ward: Would it be best just to table this?

Odom: The only problem with tabling this is it has to come back before us and then it's got to go to the City Council. Why don't we try to get something in the form of a motion that carries the spirit of what we want to accomplish and we can iron out the details between now and the City Council.

Robertson: I would prefer if Planning Commissioners would go with us on this to reduce it from 31 acres to 21 acres to be rezoned R-2 and leave the 10 acres in there for the Youth Center project and it would be rezoned to whatever would allow for that use unit. We want to go ahead and rezoned 21 acres R-2 and we will provide you with an amended legal description. If the Youth Center needs more than the 10 acres, then we can negotiate that and whatever the difference is would be R-2. I think the 10 acres is going to be a minimum requirement for the Youth Center project coupled with the 9.3 acres for park land. That's going to give a 20 acres facility which will be really nice.

Tucker: Is it your intent that 21 acres be the northernmost 21 acres?

Robertson: Yes, sir.

Little: The rezoned 21 acres would be the northernmost 21 acres.

Robertson: Yes.

MOTION

Mr. Ward made a motion to recommend RZ99-5 as per the request of the petitioner to rezoning 21.19 acre of the northernmost 31.19 acres to be zoned R-2.

Mr. Tucker seconded.

Odom: Staff, do you feel that our minutes will accurately reflect the intent of the applicant in our recommendation?

Minutes of Planning Commission

February 22, 1999

Page 14

Little: Yes. I believe it will.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 8-0-0.

Further Discussion

Robertson: Do I assume then that the southernmost 10 acres remain A-1?

Odom: Yes.

Robertson: Then we have to come back and petition to rezone that the appropriate zoning for the Youth Center facility?

Odom: Yes. That is my understanding.

Little: I believe that recreational uses are allowed in A-1. If anything, it would require rezoning to P-1. They have an unusual situation.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Brent Vinson, Associate Planner
DATE: February 22, 1999

RZ 99-3.00, 4.00, 5.00: Rezoning (Meadowlands, pp 439) were submitted by Dave Jorgensen of Jorgensen and Associates on behalf of WHM Land Investments, Inc. for property located at Wedington Drive and Ruppel Road. The property in tract 1 is zoned A-1, Agricultural and contains approximately 2.37 acres. The request is to rezone the property to C-1, Neighborhood Commercial. The property in tract 2 is zoned A-1, Agricultural, and contains approximately 4.09 acres. The request is to rezone the property to C-1, Neighborhood Commercial. The property in tract 3 is zoned A-1, Agricultural, and contains approximately 31.91 acres. The request is to rezone the property to R-2, Medium Density Residential.

RECOMMENDED MOTION:

Staff recommends rezoning tracts 1 and 2 from A-1 to C-1 (Neighborhood Commercial).
Staff recommends rezoning tract 3 from A-1 to R-2 (Medium Density Residential).

Caveat to owner: 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 22, 1999

Comments:

CITY COUNCIL ACTION: YES Required
_____ Approved _____ Denied

Date: / /

BACKGROUND :

The applicant requests to rezone three tracts of land all currently zoned A-1. Tracts 1 and 2 are proposed to be C-1 (Neighborhood Commercial) and tract 3 is proposed to be R-2 (Medium Density Residential). The applicant plans to extend the existing Meadowlands Subdivision to the south and west. The applicant plans to extend Ruppel Road to the southern boundary of tract 3 which is also the City Limits of Fayetteville. The subdivision will be extended on both sides of Ruppel Road.

ADJACENT LAND USE AND ZONING

North: Wedington Drive or Hwy. 16 West, a gas station and storage units facility exist north of Wedington Drive zoned C-1 and R-O.
South: The land beyond the Fayetteville City Limits is zoned A-1 and is being used for agricultural purposes. This land may be used for Fayetteville's new sewer facility in the future.
East: Ozark Electric and the First United Pentecostal Church, zoned A-1
West: The Catfish Hole Restaurant, zoned C-2, a real estate office, zoned A-1 and Single Family Residential, zoned R-1 and R-1.5

INFRASTRUCTURE:

Streets: Wedington Drive is a Principal Arterial with 110' of right of way. Ruppel Road is proposed to be a Minor Arterial with 90' of right of way.
Water: An 8" waterline exists along Wedington Drive. It is proposed to become an 18" line with the expansion of Wedington Drive to four lanes.
Sewer: A 6" sewer line exists along Wedington Drive and on the eastern boundary of the Meadowlands Subdivision. There is an 8" sewer line at the back property line of the First United Pentecostal Church.

LAND USE PLAN:

General Plan 2020 shows this area as Residential.

§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
-------------------	---------

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 One Bedroom No Bedroom	2,000 Sq. Ft. 1,700 Sq. Ft. 1,700 Sq. Ft.
Fraternity or Sorority	1,000 Sq. Ft. per Resident

E. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
25	8	25

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.

§161.13 DISTRICT C-1 NEIGHBORHOOD COMMERCIAL.

A. Purpose. The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 15	Neighborhood Shopping
Unit 18	Gasoline Service Stations and Drive-In Restaurants
Unit 25	Professional Offices

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

C. Bulk and Area Regulations/Setbacks. 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	10 ft.
From Back Property Line	20 ft.

D. Building Area. On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

E. Height Regulations. There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of ten 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 ten 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 proposed rezoning of tract 1, 2 and 3 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 rezoning of tract 1 and tract 2 is not justified at this time to meet the goals of General Plan 2020 for infill development. The rezoning of tract 3 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 zonings will increase population and traffic from the current zone.

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.

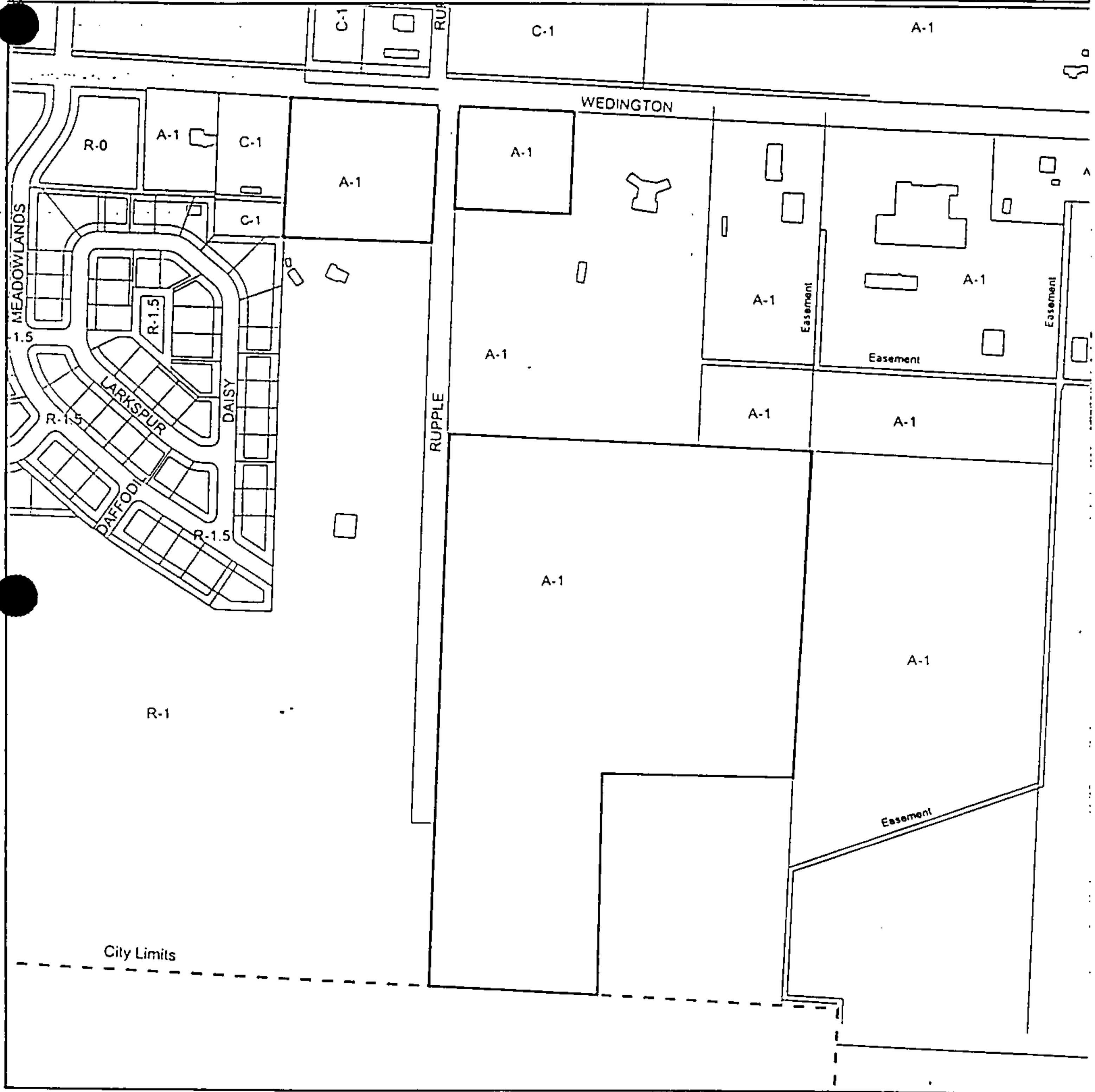
Finding: The proposed zonings would alter the population density, however, the load on public services including schools, water, and sewer facilities should not result in overload. The sewer situation will have to be reevaluated when development plans are brought forward.

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:

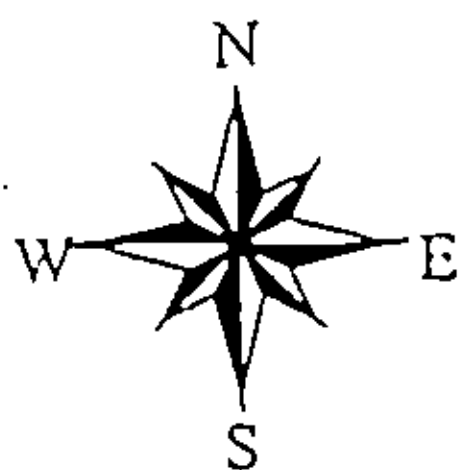
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RZ99.00-3.00, 4.00, 5.00 - Meadowlands - Close Up



1000 0 1000 Feet



STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of March 16, 1999

FROM: Alett Little Planning Public Works
Name Division Department

ACTION REQUESTED: To approve RZ99-4 submitted by Dave Jorgensen of Jorgensen & Assoc. on behalf of WHM Land Investments, Inc. for property located at Wedington Drive and Ruppel Road. This 4.09 acre tract is currently zoned A-1, Agriculture and the Planning Commission recommends rezoning to C-1, Neighborhood 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 2-26-99 Date Internal Auditor Date
Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommends approval and the Planning Commission recommended to City Council that the rezoning be approved with a unanimous vote of 8-0-0. Commissioner Forney was not present.

Alett Little 2-26-99
Division Head Date
Paula C. Coker 2-26-99
Department Director Date
William D. Coker 2-26-99
Administrative Services Director Date
Paul Coker 2/26/99
Mayor Date

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

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RZ99-3, 99-4, 99-5: REZONINGS
MEADOWLANDS, pp439

This item was submitted by Dave Jorgensen of Jorgensen and Associates on behalf of WHM Land Investments, Inc. for property located at Wedington Drive and Ruppel Road. The property in Tract 1 is zoned A-1, Agricultural and contains approximately 2.37 acres. The request is to rezone the property to C-1, Neighborhood Commercial. The property in Tract 2 is zoned A-1, Agricultural, and contains approximately 4.09 acres. The request is to rezone the property to C-1, Neighborhood Commercial. The property in Tract 3 is zoned A-1, Agriculture, and contains approximately 31.91 acres. The request is to rezone the property to R-2, Medium Density Residential.

Staff recommended approval rezoning Tracts 1 and 2 from A-1, Agricultural to C-1, Neighborhood Commercial. Further, staff recommended approval rezoning Tract 3 from A-1 to R-2 (Medium Density Residential). Staff noted to the applicant that the City's sewer facilities may be subject to a moratorium in the near future.

Dave Jorgensen and Butch Robertson were present on behalf of project.

Little: I believe we should discuss these all at one time. Each of them will require a separate motion and vote.

Committee Discussion

Jorgensen: I am representing the owners on behalf of this request. As you mentioned, Tract 1 is an existing 2.37 acre parcel of property that is located at the southeast corner of Ruppel Road extension at Wedington Road. Tract 2 is at the southwest corner of that same intersection with 4.90 acres. Both of these tracts of property are existing A-1 parcels of property. Our request is to rezone these to C-1 on both corners. They are surrounded, generally, by C-1 property to the north, C-2 property to the southwest, A-1 to the south and R-O to the east. The third tract of property is the larger tract which is 32 acres located to the south of the Ruppel Road extension as planned through there. The existing tract is A-1 and the request is to go to R-2.

Public Comment

Mr. Vernon McBride who owns the property south of Tract 3 spoke in opposition to rezoning that tract to R-2 on the grounds that it could allow for a mobile home park or a very dense residential area. He requested that Tract 3 be rezoned to R-1.5. He stated he had 80 acres south of the subject property and in the future might develop that as R-1 with one acre lots. He also expressed concern about drainage issues from a previous project developed, The Meadowlands.

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Further Commission Discussion

Jorgensen: I can say that for sure a mobile home park is not planned in that area. What is planned for the R-2 is an apartment complex. You may still have an objection to that. A mobile home park is definitely not planned in there.

MOTION

Mr. Odom made a motion to approve RZ99-3 rezoning Tract 1 from A-1 to C-1.

Mr. Ward seconded the motion.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 8-0-0.

MOTION

Mr. Odom made a motion to approve RZ99-4 rezoning Tract 2 from A-1 to C-1.

Mr. Shackelford seconded the motion.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 8-0-0.

Further Commission Discussion

Estes: As I look at the one mile radius vicinity map that we were provided, south of Wedington, the only place I see R-2 is over there where the apartments are off of the Bypass. Would R-1.5 satisfy your needs for the 31.91 acres?

Jorgensen: I would have to ask Butch Robertson.

Robertson: We want R-2.

Jorgensen: You may want to comment on some of the on going discussions about the park and the Youth Center.

Robertson: I don't know whether you remember or not but part of this property is where the school negotiations were about putting a middle school there adjacent with a ten acre park. As

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part of phase 1, 2, 3, 4, and 5 of The Meadowlands development, we pledged 9.3 acres of park land at the southeast corner of the property. The school was to be built adjacent to this property to provide a playground area for the school and also a nice park for that area. For whatever reasons, the school got moved north and now Wedington is being widened out to the entrance of The Meadowlands with four lanes. This make ingress and egress much easier. We are currently talking with some people at the Youth Center about the possibility of building a new youth center project out there. I don't know if this will bear fruit or not but we are in the process of discussing it. That would put the Youth Center and the park together and instead of having a 10 acre park, there would be 20 acres with the Youth Center, having a swimming pool, football field, soccer field, basketball goals and have a real community development there for a recreational facilities. In conjunction with that, on the north end of the east side of Ruppel, we would like to provide some apartments in there. This seems to be the best use for the property and I believe the staff agrees with the R-2 zoning. That is why we are bring forward this request for R-2. I will be happy to field any questions you may have.

Estes: What you have in mind then, is the apartments would be on the northwest corner of the R-2 tract and the Youth Center and the park area described would occupy the remainder.

Robertson: That is what we are talking about now. Hopefully, that is what will come to pass. We're just now getting down to discussing this with the powers that be and hopefully we can get this worked out. I certainly would like to see this out there and everyone knows we need a new Youth Center. This would be a real plus to the western side of Fayetteville to have that kind of facility with a park in conjunction with the Youth Center which gives you plenty of room for playgrounds and all-the activities that the Youth Center provides.

Estes: I agree that would be an ideal use and I would like to see something like that. I would just be concerned about having 32 acres of apartments out there.

Robertson: It won't be that much. The Youth Center is going to need 10 to 15 acres. We haven't decided the amount. We're still talking to those people and we haven't even gotten down to the nuts and bolts of it but we feel like somewhere in the 10 to 15 acres range coupled with the 10 acre park would give a tremendous complex there and that would leave roughly 20 acres for apartments.

Hoffman: I have an observation. It seems more like you may be a little bit premature in requesting the entire 32 acres be rezoned R-2 and possibly this would be better served to be developed as a PUD that has green space allocations instead of rezoning the entire tract for this much development at this time. Have you thought about that? I also encourage the Youth Center.

Robertson: If we reduced it from 31 acres to 21 acres, and left the 10 in there for the Youth

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Center and the park, would that work?

Hoffman: At this stage, I'm not real sure what needs to happen.

Robertson: What we are trying to do is something really positive for the western side of Fayetteville. It really needs a shot in the arm. I think this is a move in the right direction. We want Meadowlands to be a nice development, which it is. The city wanted a blend of duplexes and houses. They seem to exist pretty well together. The housing development is a little slower than what we had anticipated and that is why we are moving on to this other area. Eventually, we hope to have the balance of that Meadowlands development which has about 70 acres in it to be residential which would put the whole west side of Ruppel Road residential with a mixture of duplexes and houses and then the east side of Ruppel would be the park, the Youth Center, and some apartments. They want Ruppel Road to have a 90 foot right of way which will be a boulevard. We would be willing to talk to the City about dedicating the extra 30 feet that they will need because there is a 60 foot right of way now and they need 90 to make that a boulevard which gives you the separation that you need between the two types of projects. We really feel like we have all the buffers there. We built one retention pond because we only did Phase I and II. The second retention pond comes when you do Phases III and IV. We understand the water and drainage situations and we will deal with that to try and be good neighbors to everyone there. We don't want anyone to have a water problem.

Tucker: I'm hesitant to approve all 31 acres as R-2 for the same reasons as expressed previously. I'm also in favor of the Youth Center and all that but if that does not come to pass, then we still have zoned the entire tract for potential use as R-2 capacity. It seems as if it is not really what you want to have happen anyway. It seems premature for the whole 31 acres to be rezoned R-2.

Robertson: We would be receptive to reducing that by 10 acres which is basically what the Youth Center indicated they would need and if they need a little more than that then that would just reduce the 21 acres.

Odom: Staff, how do we get through this at this late hour? Keep in mind that we are nothing more than a body that recommends something to the City Council anyway.

Robertson: All of this has to go to large scale development before anything is done anyway, so we will back to you again.

Odom: We approve large scale development but we are nothing more than a body that recommends items to be rezoned to the City Council. They are the ones with the final authority on the rezoning. How do we posture a motion?

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Little: I think what you would have to do is recommend approval to the City Council for "x" amount of acres. But, prior to that going forward, we would have to have the legal description because in order for the ordinance to be written you have to have a legal description of the exact acreage. If that is what you are choosing to do, I think that you have a way to do that.

Hoffman: Is there any schedule for the connection of Ruppel Road and Persimmon?

Little: When the development comes along.

Hoffman: On one hand, I have a concern about adding a great number of units to essentially a long, dead end street. This development has no way to connect this to Persimmon until other development occurs. On one hand, I want to encourage that. On the other hand, I want to encourage they reduce the number of acres to be rezoned.

Little: You could also ask for this portion of it to be tabled until you had the drawing before you so that you would know exactly what it is you are recommending. You have a couple of options.

Odom: I believe the spirit of what we wanted could be ironed out by the time it got to City Council.

Ward: The other thing we could do if the issue is to limit, is to condition it upon 12 units per acre for the whole 32 acres and then if some of those acres are developed by the Youth Center, it could be limited to 400 units. You would still have the same number of units you could build on the 20 acres that you have left. It would work out about the same.

Little: 32 acres multiplied by 12 units per acre gives us 384 units.

Ward: That's one way of doing it.

Robertson: Basically, what that would mean is if we sold the ten acres off to the Youth Center and have 20 acres left, we could still have 384 units.

Ward: If you are going to build duplexes, you won't have any problems. If you build a large apartment complex, you could build 12 units per acre pretty easily.

Little: For comparison purposes, if you had 20 acres and you develop that at 24 units per acres, that would be 480 units.

Robertson: So you are reducing the amount by 100 units.

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Johnson: Do we have the power to recommend a rezoning with these kinds of conditions on it?

Odom: Not really. I don't think we can say we'll do it if they will do this. But, if the applicant is saying they will willingly offer a bill of assurance we can do that. Is that right?

Little: Right.

Ward: Would it be best just to table this?

Odom: The only problem with tabling this is it has to come back before us and then it's got to go to the City Council. Why don't we try to get something in the form of a motion that carries the spirit of what we want to accomplish and we can iron out the details between now and the City Council.

Robertson: I would prefer if Planning Commissioners would go with us on this to reduce it from 31 acres to 21 acres to be rezoned R-2 and leave the 10 acres in there for the Youth Center project and it would be rezoned to whatever would allow for that use unit. We want to go ahead and rezoned 21 acres R-2 and we will provide you with an amended legal description. If the Youth Center needs more than the 10 acres, then we can negotiate that and whatever the difference is would be R-2. I think the 10 acres is going to be a minimum requirement for the Youth Center project coupled with the 9.3 acres for park land. That's going to give a 20 acres facility which will be really nice.

Tucker: Is it your intent that 21 acres be the northernmost 21 acres?

Robertson: Yes, sir.

Little: The rezoned 21 acres would be the northernmost 21 acres.

Robertson: Yes.

MOTION

Mr. Ward made a motion to recommend RZ99-5 as per the request of the petitioner to rezoning 21.19 acre of the northernmost 31.19 acres to be zoned R-2.

Mr. Tucker seconded.

Odom: Staff, do you feel that our minutes will accurately reflect the intent of the applicant in our recommendation?

Minutes of Planning Commission

February 22, 1999

Page 14

Little: Yes. I believe it will.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 8-0-0.

Further Discussion

Robertson: Do I assume then that the southernmost 10 acres remain A-1?

Odom: Yes.

Robertson: Then we have to come back and petition to rezone that the appropriate zoning for the Youth Center facility?

Odom: Yes. That is my understanding.

Little: I believe that recreational uses are allowed in A-1. If anything, it would require rezoning to P-1. They have an unusual situation.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone:
501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Brent Vinson, Associate Planner
DATE: February 22, 1999

RZ 99-3.00, 4.00, 5.00: Rezoning (Meadowlands, pp 439) were submitted by Dave Jorgensen of Jorgensen and Associates on behalf of WHM Land Investments, Inc. for property located at Wedington Drive and Ruppel Road. The property in tract 1 is zoned A-1, Agricultural and contains approximately 2.37 acres. The request is to rezone the property to C-1, Neighborhood Commercial. The property in tract 2 is zoned A-1, Agricultural, and contains approximately 4.09 acres. The request is to rezone the property to C-1, Neighborhood Commercial. The property in tract 3 is zoned A-1, Agricultural, and contains approximately 31.91 acres. The request is to rezone the property to R-2, Medium Density Residential.

RECOMMENDED MOTION:

Staff recommends rezoning tracts 1 and 2 from A-1 to C-1 (Neighborhood Commercial).
Staff recommends rezoning tract 3 from A-1 to R-2 (Medium Density Residential).

Caveat to owner: 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 22, 1999

Comments:

CITY COUNCIL ACTION: YES Required
_____ Approved _____ Denied

Date: / /

BACKGROUND :

The applicant requests to rezone three tracts of land all currently zoned A-1. Tracts 1 and 2 are proposed to be C-1 (Neighborhood Commercial) and tract 3 is proposed to be R-2 (Medium Density Residential). The applicant plans to extend the existing Meadowlands Subdivision to the south and west. The applicant plans to extend Ruppel Road to the southern boundary of tract 3 which is also the City Limits of Fayetteville. The subdivision will be extended on both sides of Ruppel Road.

ADJACENT LAND USE AND ZONING

North: Wedington Drive or Hwy. 16 West, a gas station and storage units facility exist north of Wedington Drive zoned C-1 and R-O.

South: The land beyond the Fayetteville City Limits is zoned A-1 and is being used for agricultural purposes. This land may be used for Fayetteville's new sewer facility in the future.

East: Ozark Electric and the First United Pentecostal Church, zoned A-1

West: The Catfish Hole Restaurant, zoned C-2, a real estate office, zoned A-1 and Single Family Residential, zoned R-1 and R-1.5

INFRASTRUCTURE:

Streets: Wedington Drive is a Principal Arterial with 110' of right of way. Ruppel Road is proposed to be a Minor Arterial with 90' of right of way.

Water: An 8" waterline exists along Wedington Drive. It is proposed to become an 18" line with the expansion of Wedington Drive to four lanes.

Sewer: A 6" sewer line exists along Wedington Drive and on the eastern boundary of the Meadowlands Subdivision. There is an 8" sewer line at the back property line of the First United Pentecostal Church.

LAND USE PLAN:

General Plan 2020 shows this area as Residential.

§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
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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.
Fraternity or Sorority	1,000 Sq. Ft. per Resident

E. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
25	8	25

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.

§161.13 DISTRICT C-1 NEIGHBORHOOD COMMERCIAL.

A. Purpose. The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 15	Neighborhood Shopping
Unit 18	Gasoline Service Stations and Drive-In Restaurants
Unit 25	Professional Offices

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

C. Bulk and Area Regulations/Setbacks. 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	10 ft.
From Back Property Line	20 ft.

D. Building Area. On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

E. Height Regulations. There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of ten 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 ten 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 proposed rezoning of tract 1, 2 and 3 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 rezoning of tract 1 and tract 2 is not justified at this time to meet the goals of General Plan 2020 for infill development. The rezoning of tract 3 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 zonings will increase population and traffic from the current zone.

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.

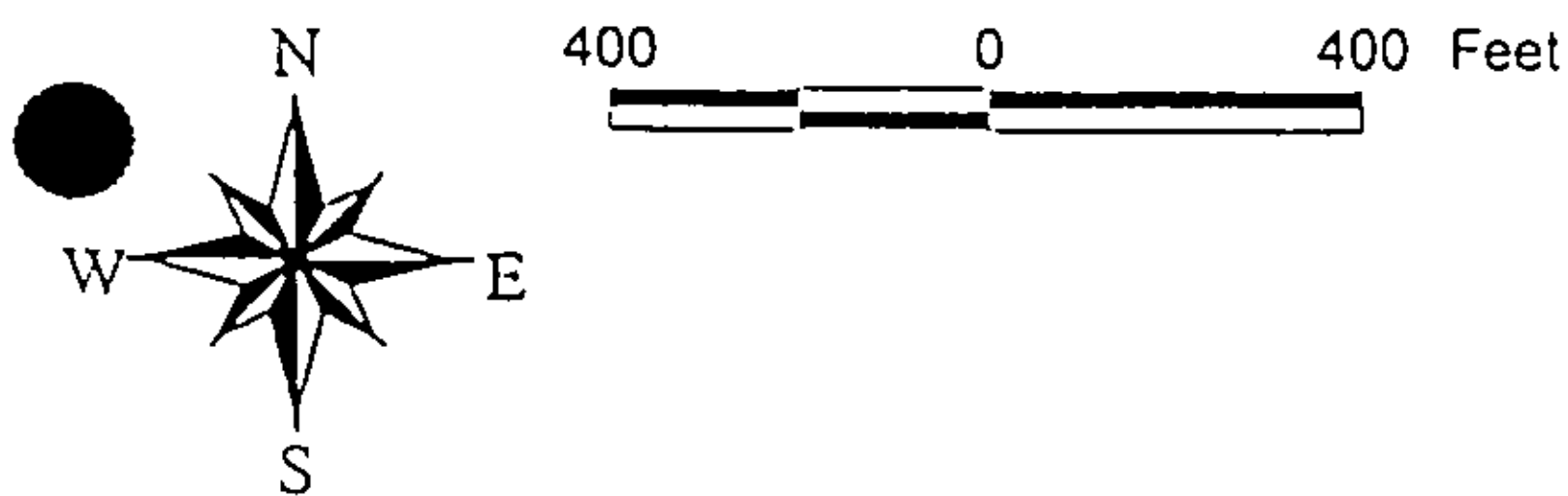
Finding: The proposed zonings would alter the population density, however, the load on public services including schools, water, and sewer facilities should not result in overload. The sewer situation will have to be reevaluated when development plans are brought forward.

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:

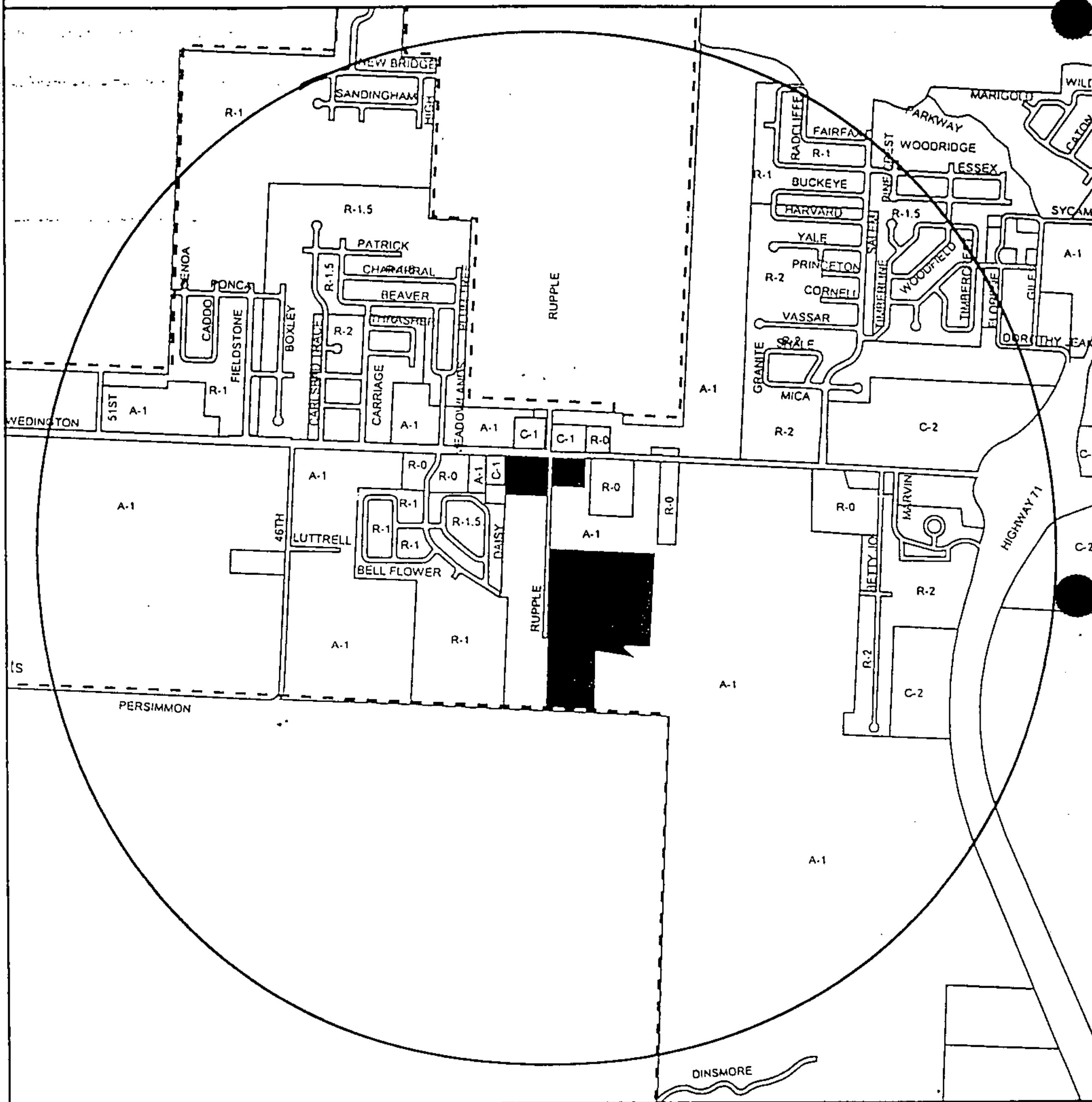
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

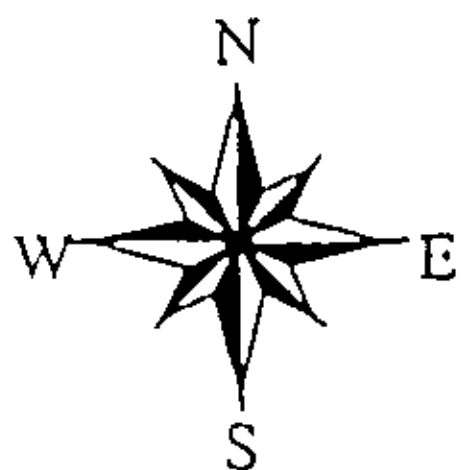
RZ99.00-3.00, 4.00, 5.00 - Meadowlands - Close Up



RZ99.00-3.00, 4.00, 5.00 - Meadowlands - One Mile Radius



1000 0 1000 Feet



STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of March 16, 1999

FROM: _____
Alett Little Planning Public Works
Name Division Department

ACTION REQUESTED: To approve RZ99-5 submitted by Dave Jorgensen of Jorgensen & Assoc. on behalf of WHM Land Investments, Inc. for property located at Wedington Drive and Ruppel Road. This 21.91 acre tract is currently zoned A-1, Agriculture and the Planning Commission recommends rezoning 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 recommends approval and the Planning Commission recommended to City Council that the rezoning be approved with a unanimous vote of 8-0-0. Commissioner Forney was not present.

Alett Little 2-26-99
Division Head Date
Charles D. Cason 2-26-99
Department Director Date
William D. Cason 2-26-99
Administrative Services Director Date
Fred Forney 2-26-99
Mayor Date

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

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RZ99-3, 99-4, 99-5: REZONINGS
MEADOWLANDS, pp439

This item was submitted by Dave Jorgensen of Jorgensen and Associates on behalf of WHM Land Investments, Inc. for property located at Wedington Drive and Ruppel Road. The property in Tract 1 is zoned A-1, Agricultural and contains approximately 2.37 acres. The request is to rezone the property to C-1, Neighborhood Commercial. The property in Tract 2 is zoned A-1, Agricultural, and contains approximately 4.09 acres. The request is to rezone the property to C-1, Neighborhood Commercial. The property in Tract 3 is zoned A-1, Agriculture, and contains approximately 31.91 acres. The request is to rezone the property to R-2, Medium Density Residential.

Staff recommended approval rezoning Tracts 1 and 2 from A-1, Agricultural to C-1, Neighborhood Commercial. Further, staff recommended approval rezoning Tract 3 from A-1 to R-2 (Medium Density Residential). Staff noted to the applicant that the City's sewer facilities may be subject to a moratorium in the near future.

Dave Jorgensen and Butch Robertson were present on behalf of project.

Little: I believe we should discuss these all at one time. Each of them will require a separate motion and vote.

Committee Discussion

Jorgensen: I am representing the owners on behalf of this request. As you mentioned, Tract 1 is an existing 2.37 acre parcel of property that is located at the southeast corner of Ruppel Road extension at Wedington Road. Tract 2 is at the southwest corner of that same intersection with 4.90 acres. Both of these tracts of property are existing A-1 parcels of property. Our request is to rezone these to C-1 on both corners. They are surrounded, generally, by C-1 property to the north, C-2 property to the southwest, A-1 to the south and R-O to the east. The third tract of property is the larger tract which is 32 acres located to the south of the Ruppel Road extension as planned through there. The existing tract is A-1 and the request is to go to R-2.

Public Comment

Mr. Vernon McBride who owns the property south of Tract 3 spoke in opposition to rezoning that tract to R-2 on the grounds that it could allow for a mobile home park or a very dense residential area. He requested that Tract 3 be rezoned to R-1.5. He stated he had 80 acres south of the subject property and in the future might develop that as R-1 with one acre lots. He also expressed concern about drainage issues from a previous project developed, The Meadowlands.

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Further Commission Discussion

Jorgensen: I can say that for sure a mobile home park is not planned in that area. What is planned for the R-2 is an apartment complex. You may still have an objection to that. A mobile home park is definitely not planned in there.

MOTION

Mr. Odom made a motion to approve RZ99-3 rezoning Tract 1 from A-1 to C-1.

Mr. Ward seconded the motion.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 8-0-0.

MOTION

Mr. Odom made a motion to approve RZ99-4 rezoning Tract 2 from A-1 to C-1.

Mr. Shackelford seconded the motion.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 8-0-0.

Further Commission Discussion

Estes: As I look at the one mile radius vicinity map that we were provided, south of Wedington, the only place I see R-2 is over there where the apartments are off of the Bypass. Would R-1.5 satisfy your needs for the 31.91 acres?

Jorgensen: I would have to ask Butch Robertson.

Robertson: We want R-2.

Jorgensen: You may want to comment on some of the on going discussions about the park and the Youth Center.

Robertson: I don't know whether you remember or not but part of this property is where the school negotiations were about putting a middle school there adjacent with a ten acre park. As

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part of phase 1, 2, 3, 4, and 5 of The Meadowlands development, we pledged 9.3 acres of park land at the southeast corner of the property. The school was to be built adjacent to this property to provide a playground area for the school and also a nice park for that area. For whatever reasons, the school got moved north and now Wedington is being widened out to the entrance of The Meadowlands with four lanes. This make ingress and egress much easier. We are currently talking with some people at the Youth Center about the possibility of building a new youth center project out there. I don't know if this will bear fruit or not but we are in the process of discussing it. That would put the Youth Center and the park together and instead of having a 10 acre park, there would be 20 acres with the Youth Center, having a swimming pool, football field, soccer field, basketball goals and have a real community development there for a recreational facilities. In conjunction with that, on the north end of the east side of Ruppel, we would like to provide some apartments in there. This seems to be the best use for the property and I believe the staff agrees with the R-2 zoning. That is why we are bring forward this request for R-2. I will be happy to field any questions you may have.

Estes: What you have in mind then, is the apartments would be on the northwest corner of the R-2 tract and the Youth Center and the park area described would occupy the remainder.

Robertson: That is what we are talking about now. Hopefully, that is what will come to pass. We're just now getting down to discussing this with the powers that be and hopefully we can get this worked out. I certainly would like to see this out there and everyone knows we need a new Youth Center. This would be a real plus to the western side of Fayetteville to have that kind of facility with a park in conjunction with the Youth Center which gives you plenty of room for playgrounds and all-the activities that the Youth Center provides.

Estes: I agree that would be an ideal use and I would like to see something like that. I would just be concerned about having 32 acres of apartments out there.

Robertson: It won't be that much. The Youth Center is going to need 10 to 15 acres. We haven't decided the amount. We're still talking to those people and we haven't even gotten down to the nuts and bolts of it but we feel like somewhere in the 10 to 15 acres range coupled with the 10 acre park would give a tremendous complex there and that would leave roughly 20 acres for apartments.

Hoffman: I have an observation. It seems more like you may be a little bit premature in requesting the entire 32 acres be rezoned R-2 and possibly this would be better served to be developed as a PUD that has green space allocations instead of rezoning the entire tract for this much development at this time. Have you thought about that? I also encourage the Youth Center.

Robertson: If we reduced it from 31 acres to 21 acres, and left the 10 in there for the Youth

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Center and the park, would that work?

Hoffman: At this stage, I'm not real sure what needs to happen.

Robertson: What we are trying to do is something really positive for the western side of Fayetteville. It really needs a shot in the arm. I think this is a move in the right direction. We want Meadowlands to be a nice development, which it is. The city wanted a blend of duplexes and houses. They seem to exist pretty well together. The housing development is a little slower than what we had anticipated and that is why we are moving on to this other area. Eventually, we hope to have the balance of that Meadowlands development which has about 70 acres in it to be residential which would put the whole west side of Ruppel Road residential with a mixture of duplexes and houses and then the east side of Ruppel would be the park, the Youth Center, and some apartments. They want Ruppel Road to have a 90 foot right of way which will be a boulevard. We would be willing to talk to the City about dedicating the extra 30 feet that they will need because there is a 60 foot right of way now and they need 90 to make that a boulevard which gives you the separation that you need between the two types of projects. We really feel like we have all the buffers there. We built one retention pond because we only did Phase I and II. The second retention pond comes when you do Phases III and IV. We understand the water and drainage situations and we will deal with that to try and be good neighbors to everyone there. We don't want anyone to have a water problem.

Tucker: I'm hesitant to approve all 31 acres as R-2 for the same reasons as expressed previously. I'm also in favor of the Youth Center and all that but if that does not come to pass, then we still have zoned the entire tract for potential use as R-2 capacity. It seems as if it is not really what you want to have happen anyway. It seems premature for the whole 31 acres to be rezoned R-2.

Robertson: We would be receptive to reducing that by 10 acres which is basically what the Youth Center indicated they would need and if they need a little more than that then that would just reduce the 21 acres.

Odom: Staff, how do we get through this at this late hour? Keep in mind that we are nothing more than a body that recommends something to the City Council anyway.

Robertson: All of this has to go to large scale development before anything is done anyway, so we will back to you again.

Odom: We approve large scale development but we are nothing more than a body that recommends items to be rezoned to the City Council. They are the ones with the final authority on the rezoning. How do we posture a motion?

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Little: I think what you would have to do is recommend approval to the City Council for "x" amount of acres. But, prior to that going forward, we would have to have the legal description because in order for the ordinance to be written you have to have a legal description of the exact acreage. If that is what you are choosing to do, I think that you have a way to do that.

Hoffman: Is there any schedule for the connection of Ruppel Road and Persimmon?

Little: When the development comes along.

Hoffman: On one hand, I have a concern about adding a great number of units to essentially a long, dead end street. This development has no way to connect this to Persimmon until other development occurs. On one hand, I want to encourage that. On the other hand, I want to encourage they reduce the number of acres to be rezoned.

Little: You could also ask for this portion of it to be tabled until you had the drawing before you so that you would know exactly what it is you are recommending. You have a couple of options.

Odom: I believe the spirit of what we wanted could be ironed out by the time it got to City Council.

Ward: The other thing we could do if the issue is to limit, is to condition it upon 12 units per acre for the whole 32 acres and then if some of those acres are developed by the Youth Center, it could be limited to 400 units. You would still have the same number of units you could build on the 20 acres that you have left. It would work out about the same.

Little: 32 acres multiplied by 12 units per acre gives us 384 units.

Ward: That's one way of doing it.

Robertson: Basically, what that would mean is if we sold the ten acres off to the Youth Center and have 20 acres left, we could still have 384 units.

Ward: If you are going to build duplexes, you won't have any problems. If you build a large apartment complex, you could build 12 units per acre pretty easily.

Little: For comparison purposes, if you had 20 acres and you develop that at 24 units per acres, that would be 480 units.

Robertson: So you are reducing the amount by 100 units.

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Further Commission Discussion

Jorgensen: I can say that for sure a mobile home park is not planned in that area. What is planned for the R-2 is an apartment complex. You may still have an objection to that. A mobile home park is definitely not planned in there.

MOTION

Mr. Odom made a motion to approve RZ99-3 rezoning Tract 1 from A-1 to C-1.

Mr. Ward seconded the motion.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 8-0-0.

MOTION

Mr. Odom made a motion to approve RZ99-4 rezoning Tract 2 from A-1 to C-1.

Mr. Shackelford seconded the motion.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 8-0-0.

Further Commission Discussion

Estes: As I look at the one mile radius vicinity map that we were provided, south of Wedington, the only place I see R-2 is over there where the apartments are off of the Bypass. Would R-1.5 satisfy your needs for the 31.91 acres?

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Little: For comparison purposes, if you had 20 acres and you develop that at 24 units per acres, that would be 480 units.

Robertson: So you are reducing the amount by 100 units.

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Johnson: Do we have the power to recommend a rezoning with these kinds of conditions on it?

Odom: Not really. I don't think we can say we'll do it if they will do this. But, if the applicant is saying they will willingly offer a bill of assurance we can do that. Is that right?

Little: Right.

Ward: Would it be best just to table this?

Odom: The only problem with tabling this is it has to come back before us and then it's got to go to the City Council. Why don't we try to get something in the form of a motion that carries the spirit of what we want to accomplish and we can iron out the details between now and the City Council.

Robertson: I would prefer if Planning Commissioners would go with us on this to reduce it from 31 acres to 21 acres to be rezoned R-2 and leave the 10 acres in there for the Youth Center project and it would be rezoned to whatever would allow for that use unit. We want to go ahead and rezoned 21 acres R-2 and we will provide you with an amended legal description. If the Youth Center needs more than the 10 acres, then we can negotiate that and whatever the difference is would be R-2. I think the 10 acres is going to be a minimum requirement for the Youth Center project coupled with the 9.3 acres for park land. That's going to give a 20 acres facility which will be really nice.

Tucker: Is it your intent that 21 acres be the northernmost 21 acres?

Robertson: Yes, sir.

Little: The rezoned 21 acres would be the northernmost 21 acres.

Robertson: Yes.

MOTION

Mr. Ward made a motion to recommend RZ99-5 as per the request of the petitioner to rezoning 21.19 acre of the northernmost 31.19 acres to be zoned R-2.

Mr. Tucker seconded.

Odom: Staff, do you feel that our minutes will accurately reflect the intent of the applicant in our recommendation?

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Little: Yes. I believe it will.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 8-0-0.

Further Discussion

Robertson: Do I assume then that the southernmost 10 acres remain A-1?

Odom: Yes.

Robertson: Then we have to come back and petition to rezone that the appropriate zoning for the Youth Center facility?

Odom: Yes. That is my understanding.

Little: I believe that recreational uses are allowed in A-1. If anything, it would require rezoning to P-1. They have an unusual situation.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone:
501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Brent Vinson, Associate Planner
DATE: February 22, 1999

RZ 99-3.00, 4.00, 5.00: Rezoning (Meadowlands, pp 439) were submitted by Dave Jorgensen of Jorgensen and Associates on behalf of WHM Land Investments, Inc. for property located at Wedington Drive and Ruppel Road. The property in tract 1 is zoned A-1, Agricultural and contains approximately 2.37 acres. The request is to rezone the property to C-1, Neighborhood Commercial. The property in tract 2 is zoned A-1, Agricultural, and contains approximately 4.09 acres. The request is to rezone the property to C-1, Neighborhood Commercial. The property in tract 3 is zoned A-1, Agricultural, and contains approximately 31.91 acres. The request is to rezone the property to R-2, Medium Density Residential.

RECOMMENDED MOTION:

Staff recommends rezoning tracts 1 and 2 from A-1 to C-1 (Neighborhood Commercial).
Staff recommends rezoning tract 3 from A-1 to R-2 (Medium Density Residential).

Caveat to owner: 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 22, 1999

Comments:

CITY COUNCIL ACTION: YES Required
_____ Approved _____ Denied

Date: / /

BACKGROUND :

The applicant requests to rezone three tracts of land all currently zoned A-1. Tracts 1 and 2 are proposed to be C-1 (Neighborhood Commercial) and tract 3 is proposed to be R-2 (Medium Density Residential). The applicant plans to extend the existing Meadowlands Subdivision to the south and west. The applicant plans to extend Ruppel Road to the southern boundary of tract 3 which is also the City Limits of Fayetteville. The subdivision will be extended on both sides of Ruppel Road.

ADJACENT LAND USE AND ZONING

North: Wedington Drive or Hwy. 16 West, a gas station and storage units facility exist north of Wedington Drive zoned C-1 and R-O.
South: The land beyond the Fayetteville City Limits is zoned A-1 and is being used for agricultural purposes. This land may be used for Fayetteville's new sewer facility in the future.
East: Ozark Electric and the First United Pentecostal Church, zoned A-1
West: The Catfish Hole Restaurant, zoned C-2, a real estate office, zoned A-1 and Single Family Residential, zoned R-1 and R-1.5

INFRASTRUCTURE:

Streets: Wedington Drive is a Principal Arterial with 110' of right of way. Ruppel Road is proposed to be a Minor Arterial with 90' of right of way.
Water: An 8" waterline exists along Wedington Drive. It is proposed to become an 18" line with the expansion of Wedington Drive to four lanes.
Sewer: A 6" sewer line exists along Wedington Drive and on the eastern boundary of the Meadowlands Subdivision. There is an 8" sewer line at the back property line of the First United Pentecostal Church.

LAND USE PLAN:

General Plan 2020 shows this area as Residential.

§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
-------------------	---------

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 One Bedroom No Bedroom	2,000 Sq. Ft. 1,700 Sq. Ft. 1,700 Sq. Ft.
Fraternity or Sorority	1,000 Sq. Ft. per Resident

E. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
25	8	25

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.

§161.13 DISTRICT C-1 NEIGHBORHOOD COMMERCIAL.

A. Purpose. The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 15	Neighborhood Shopping
Unit 18	Gasoline Service Stations and Drive-In Restaurants
Unit 25	Professional Offices

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

C. Bulk and Area Regulations/Setbacks. 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	10 ft.
From Back Property Line	20 ft.

D. Building Area. On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

E. Height Regulations. There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of ten 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 ten 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 proposed rezoning of tract 1, 2 and 3 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 rezoning of tract 1 and tract 2 is not justified at this time to meet the goals of General Plan 2020 for infill development. The rezoning of tract 3 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 zonings will increase population and traffic from the current zone.

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.

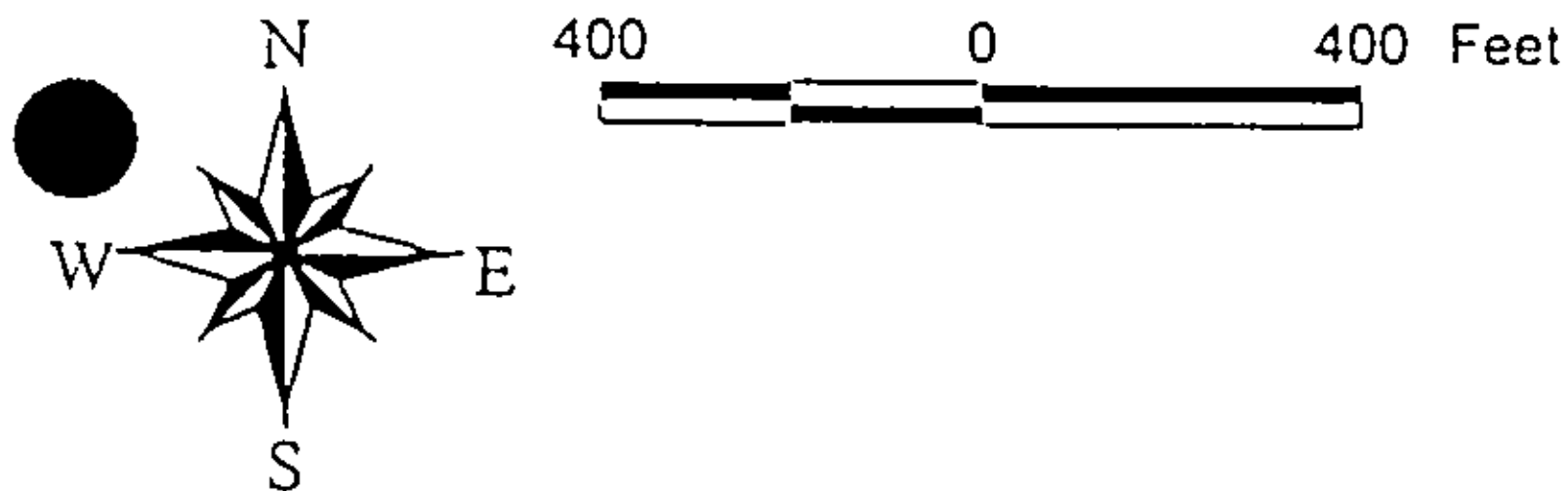
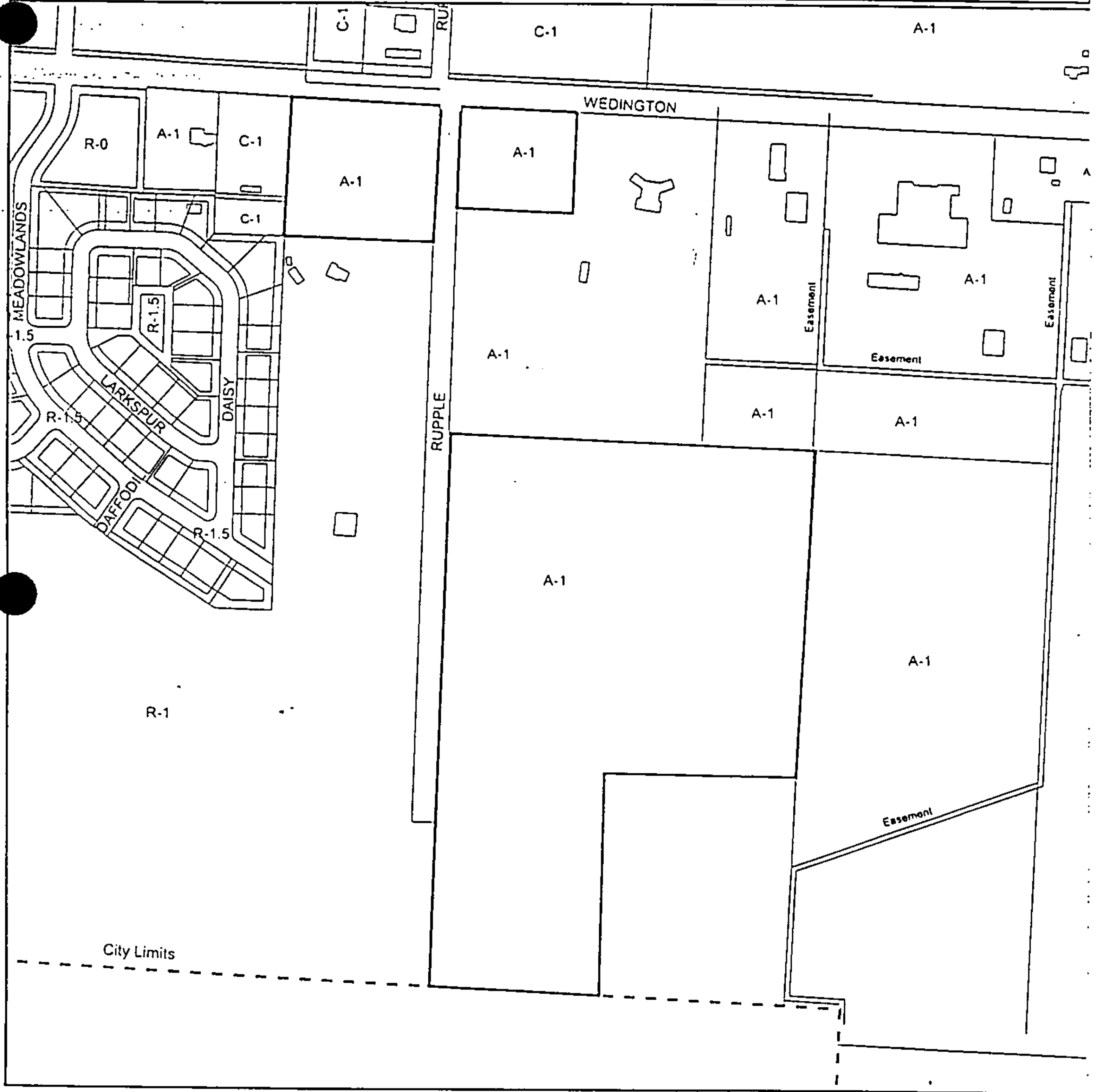
Finding: The proposed zonings would alter the population density, however, the load on public services including schools, water, and sewer facilities should not result in overload. The sewer situation will have to be reevaluated when development plans are brought forward.

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:

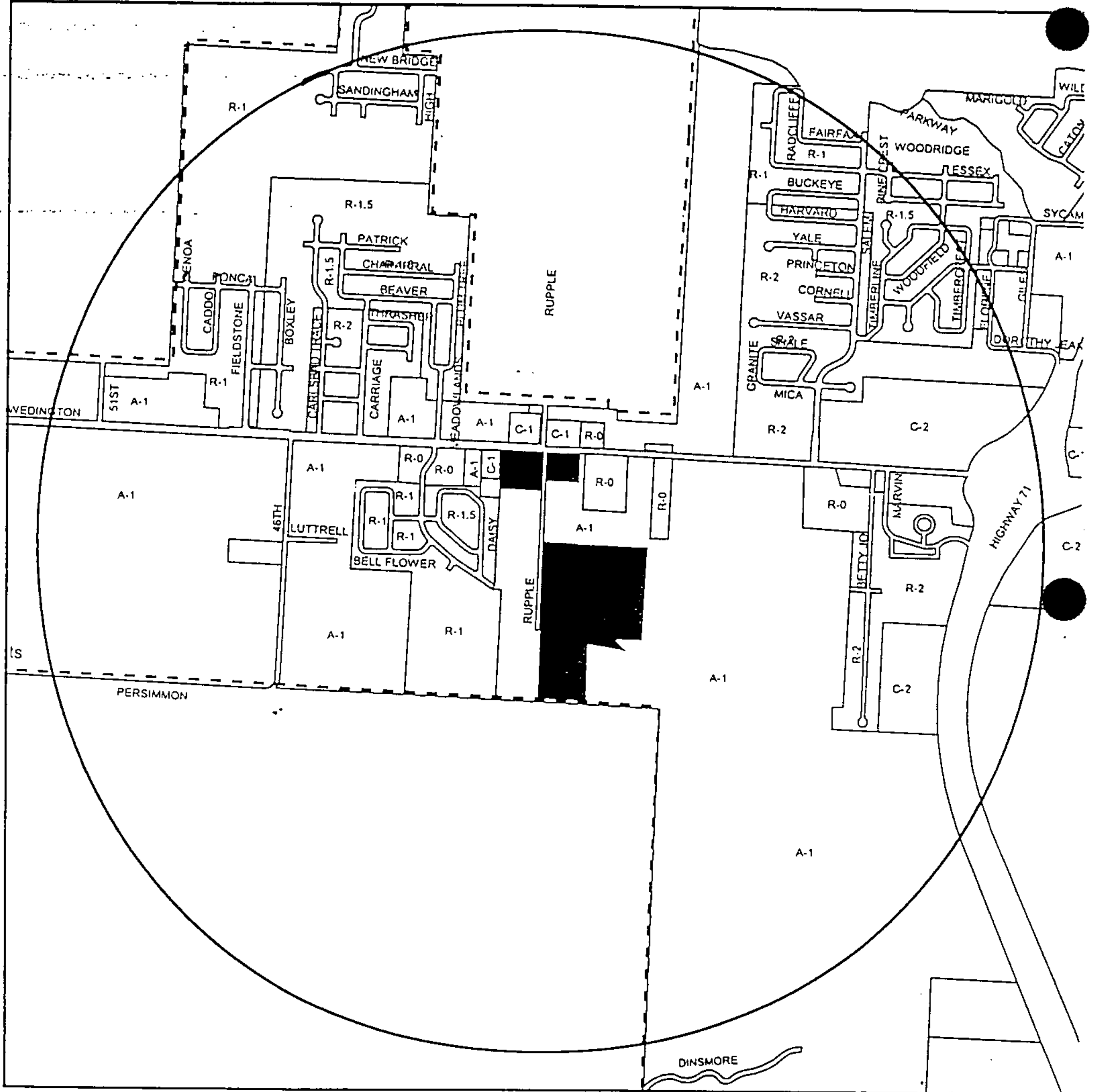
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

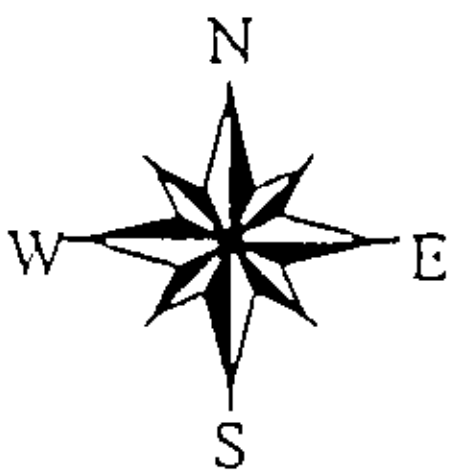
RZ99.00-3.00, 4.00, 5.00 - Meadowlands - Close Up



RZ99.00-3.00, 4.00, 5.00 - Meadowlands - One Mile Radius



1000 0 1000 Feet



STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of March 23, 1999

FROM: _____
 Alett Little Planning Public Works
 Name Division Department

ACTION REQUESTED: To approve RZ99-6 submitted by John P. Marinoni for property located at 1142 Futrall Drive. The property is zoned R-1, Low Density Residential, and contains approximately 0.54 acres. The request is to rezone the property to R-O, Residential Office.

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 recommends approval and the Planning Commission recommended to City Council that the rezoning be approved with a unanimous vote of 8-0-0. Commissioner Forney was not present.

Alett Little 3-12-99
 Division Head Date
Michael L. Leland 3-16-99
 Department Director Date
Michael D. Croft 16 MARCH
 Administrative Services Date
 Director
Paul Hamme 3/16/99
 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: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

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

RZ 99-6.00: Rezoning (Marinoni, pp 402) was submitted by John P. Marinoni for property located at 1142 Futrall Drive. The property is zoned R-1, Low Density Residential, and contains approximately 0.54 acres. The request is to rezone the property to R-O, Residential Office.

RECOMMENDED MOTION:

Staff recommends the requested rezoning from R-1 to R-O. The applicant is advised that the following are required to bring the property into compliance with current city ordinances:

- 1) Curb and gutter shall be added to the east side of Futrall Drive along the full length of the applicant's property
- 2) Screening shall be provided along the north property line as coordinated with the Landscape Administrator
- 3) The exterior of the existing building, the drive and parking area, and any signage shall meet city design standards.

PLANNING COMMISSION ACTION: YES Required
_____ Approved _____ Denied

Date: March 8, 1999

Comments:

CITY COUNCIL ACTION: YES Required
_____ Approved _____ Denied

Date: / /

BACKGROUND :

The applicant requests to rezone a tract of land from R-1 (Single Family Residential) to R-O (Residential Office). The applicant plans to use the existing concrete building on the property as an office/shop building. The current structure was previously used as a cabinet shop and is not residential in character.

The facility is to be the new office site for Marinoni Construction Company. The current site is in Springdale. The neighbor of the existing facility, Tommy Williams, owned and worked in the shop which he built in the late 1960's. In 1969, a lot split was created separating the parent tract into two tracts, one with Mr. William's residence, and the other with the cabinet shop. The applicant recently bought the property to construct an office facility at the existing cabinet shop. According to the applicant, the cabinet shop has been in continuous operation since the 1960's and was "overlooked" when the property was zoned residential in the 1980's.

The building is currently under construction. The windows are covered with plastic and utilities have been dug up and replaced in the front yard. The applicant has replaced the electric utility to the building and has also redone the plumbing. New support wall frames have been constructed inside and most windows have been replaced. A "johnny-on-the-spot" portable restroom is being used just outside the building. The existing driveway is gravel and a sign "Cabinet Shop" exists on the facade of the building. The applicant does not plan to complete construction to the facility until properly rezoned. The applicant plans to brick the exterior of the front of the building and to pave a circular drive and parking area at the side of the building. A landscaped area will be provided in front of the building. The applicant also plans to add screening between the facility and Mr. Williams's property to the north.

The applicant states that office will have three employees. The facility will include a waiting room, file room, computer room, copy room, two offices, and a break room. There will be a trim shop in the back part of the facility. The applicant does not plan to allow work trucks to be parked overnight at the office facility. The only traffic generation to the facility would be an occasional subcontractor stopping by to get prints or a superintendent coming by for a meeting.

The loading dock and screened dumpster to Hank's Fine Furniture store is directly across the street from the building. A lawn area exists between the facility and apartments to the east with several semi-mature trees, brush, and bamboo. The backyard area may be used for some storage of materials. Most of the product storage currently exists at the Marinoni Farm close by. The property is presently being used for parking by the applicant's employees while they work on a project at the University of Arkansas.

There is a barbed wire fence within a few feet of the south side of the building along the property line. There is a maintenance shed at the edge of the fence on the southern neighbor's property. Futrall Drive is an approximately 22' wide dead end asphalt road with a curb on the west side. There is a manhole at the southeast corner of the property. A fire hydrant is located across the street to the south a few feet away.

RZ 99-6
C.8.4



View of existing facility from Futrall Drive looking east

ADJACENT LAND USE AND ZONING:

- North:** A grassy lot zoned R-2 (Medium Density Residential) and Highway 71 bypass are to the north. There is an easement for an extension of Futrall Drive. Some duplexes exist north of the vacant lot.
- South:** A single family residence and Karstetter Body and Glass Shop zoned R-1 (Single Family Residential) exist to the south.
- East:** The back of the Brook Allison Apartments zoned R-2 (Medium Density Residential), the Scholars Inn Apartments, and a mobile home park exist to the east and northeast of these apartments.
- West:** Hank's Fine Furniture store zoned C-1 (Neighborhood Commercial) is to the west.

INFRASTRUCTURE:

- Streets:** Futrall Drive is a Residential roadway with a 40' right of way. The street is not shown on the Master Street Plan. Future connections will be addressed as development occurs. Wedington Drive is a Principal Arterial with 110' of right of way.
- Water:** A 24" waterline exists along Wedington Drive.
- Sewer:** An 8" sewer line exists to the east of the property.

LAND USE PLAN:

General Plan 2020 shows this area as Residential.

RZ 99.00-6.00 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 Land Use Plan shows this area as residential, therefore a zone of Residential-Office is moderately consistent with the plan.

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

Finding: The proposed 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: Based on statements of the applicant, the proposed zoning should not increase population or appreciably increase traffic danger or congestion.

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

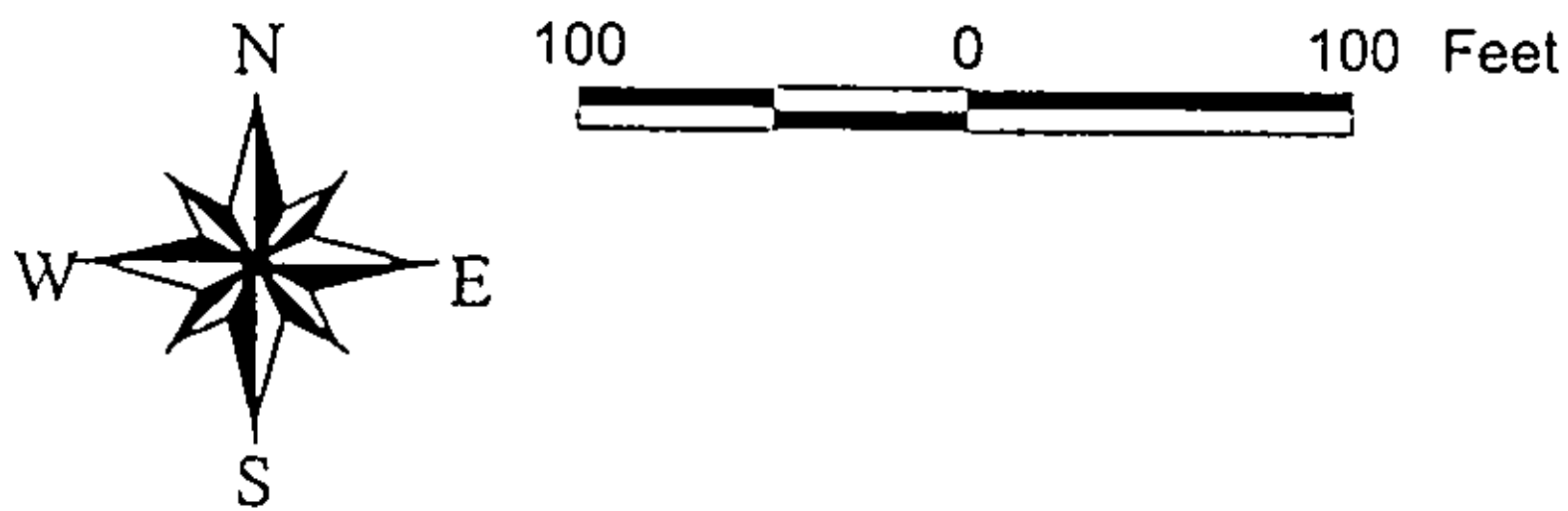
Finding: The proposed zoning will not alter the population density.

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:

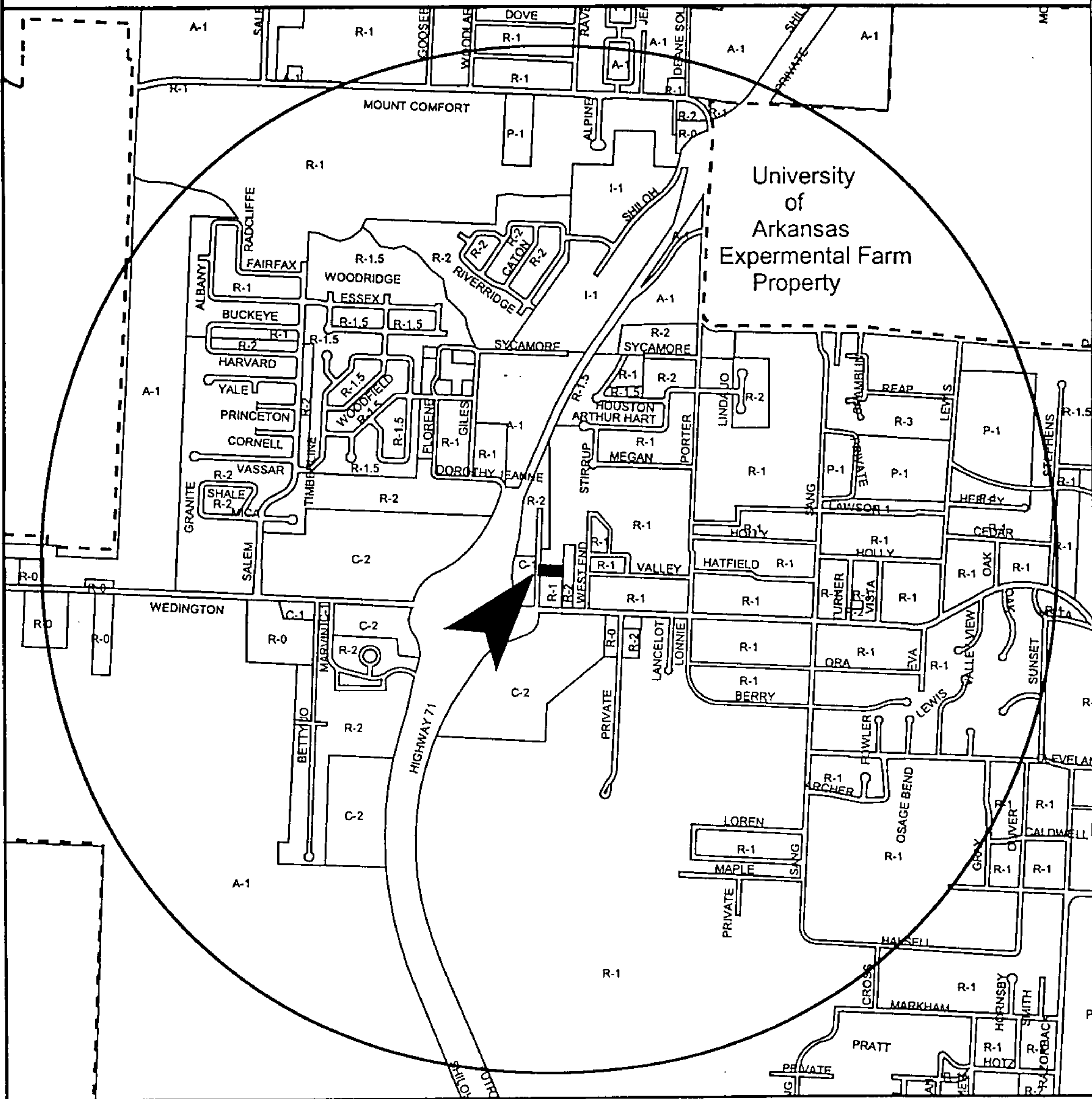
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

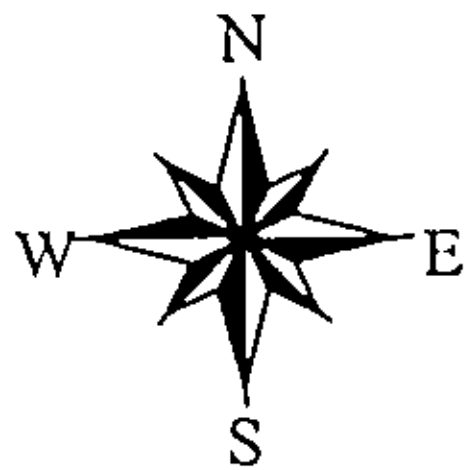
RZ99.00-6.00 - Marinoni - Close Up



RZ99.00-6.00 - Marinoni - One Mile Radius



1400 0 1400 Feet



Planning Commission
March 8, 1999
Page 29

**RZ99-6: REZONING
MARINONI, pp401**

This item was submitted by John P. Marinoni for property located at 1143 Futrall Drive. The property is zoned R-1, Low Density Residential, and contains approximately 0.54 acres. The request is to rezone the property to R-O, Residential Office.

John Marinoni was present on behalf of the request.

Staff Recommendation

Staff recommends approval and the following is required to bring the property into compliance with current city ordinances:

1. Curb and gutter shall be added to the east side of Futrall Drive along the full length of the applicant's property.
2. Screening shall be provided along the north property line as coordinated with the Landscape Administrator.
3. The exterior of the existing building, the drive and parking area, and any signage shall meet city design standards.

Commission Discussion

Odom: Does the applicant have any problems with the conditions of approval?

Marinoni: I am in agreement.

Public Comment

None.

MOTION

Mr. Estes made a motion to approve RZ99-6 subject to staff recommendations.

Mr. Shackelford seconded the motion.

Roll Call

Upon roll the motion passed with a unanimous vote of 8-0-0.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW
☐ ORDINANCE REVIEW

For the Fayetteville City Council meeting of March 16, 1999
 FROM:

Emma Badgley Accounting Admin. Services
 Name Division Department

ACTION REQUIRED:

Approval of an ordinance amending §33.046, Code of Fayetteville, to establish annual fees for Rural Fire Contracts for the two year period of 06/01/99 - 05/31/01.

COST TO CITY:

None

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

[Signature] [Signature]
 Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:

<u>[Signature]</u> Accounting Manager	<u>2-25-99</u> Date	<u>[Signature]</u> ADA Coordinator	<u> </u> Date
<u>[Signature]</u> City Attorney	<u>3-1-99</u> Date	<u>[Signature]</u> Internal Auditor	<u>2-28-99</u> Date
<u>[Signature]</u> Purchasing Officer	<u>3-1-99</u> Date		

STAFF RECOMMENDATION:

Staff recommends approval.

 Division Head Date Cross Reference

 Department Director Date

[Signature] 1 MAR 99
 Administrative Services Director Date

[Signature] 3/1/99
 Mayor Date

New Item:

Prev Ord/Res #: 4030

Orig Contract Date:

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor
Fayetteville City Council

From: Mickey Jackson, Fire Chief 

Date: February 23, 1999

Subject: Renewal of Rural Fire Contracts

Many citizens outside the city limits of Fayetteville, within a two mile radius, contract with the City for fire suppression service in order to get an insurance premium advantage on their properties. These contracts are designed to expire on May 31 of each year so that they can be renewed at or about the same time.

Every other year, rates are recalculated to reflect increased fire protection costs incurred within the City. This year such a rate revision is due.

A standard formula is used to determine the amount to be charged for rural contracts for the succeeding two years. For 1999-2000 and 2000-2001, the formula yields a cost of \$220.00 per "Association" property and \$440.00 per "Individual" property. An Association exists when three or more owners of contiguous properties all desire to have contracts. Individual contracts are required for individual (or two adjacent) properties. A discount of \$40.00 is allowed for each type of contract where a similar agreement exists with the nearest rural volunteer fire department.

The ordinance for renewing the contracts and establishing the new rates is scheduled to be considered by the Council at the March, 16, 1999 meeting. We seek your approval of this ordinance so that we can continue this service for two more years.

If you have any questions concerning this project or desire any additional information, please give me a call at extension 365 or 575-8365. Thank you.

DEPARTMENTAL CORRESPONDENCE

To: Kevin Crosson, Administrative Services Director
From: Emma Badgley, Accounting Coordinator *EB*
Through: Marilyn Cramer, Accounting Manager *MC*
Date: February 23, 1999
Subject: Renewal of Rural Fire Contracts

Attached is an agenda item request to establish annual rates for rural fire contracts for the two year period ending May 31, 2001, in the amounts of \$220 per member for association contracts and \$440 for individual contracts. The revenue from these contracts is estimated to be \$64,000 per year.

The computations are based on the City's 1999 Budget for Fire Department expenditures and for property tax and state insurance turnback revenues credited to the Fire Pension Fund. The estimated depreciation is a calculation of annual depreciation on the fixed assets of the Fire Department as of December 31, 1998. The cost allocation amounts were obtained from the Budget Department's Cost Allocation Plan used for the 1999 Budget.

The revenue derived from rural fire contracts for fiscal year 1998 was \$57,228. Currently, the City has contracts with thirteen (13) individual households and with thirty-seven (37) associations representing three hundred twenty three (323) households.

The rates for contract years 1997-99 were \$197 per member for association contracts and \$394 for individual contracts. A discount of \$40 was allowed for both types of contract where a similar agreement exists with a rural fire department. The rates for contract years 1995-97 were \$191 per member for an association contract and \$382 for an individual contract with a \$40 discount allowed where a similar agreement existed with a rural fire department.

Rural Fire Contracts
C.6.4

City of Fayetteville
Proposed Rural Fire Contract Fees
1999-00 and 2000-01

Estimated Annual Cost of Fire Protection for the City of Fayetteville:

Fire Department Budget – 1999*	3,919,233
Estimated Contributions to Fire Pension Through Property Taxes – 1999	246,000
Estimated Contributions to Fire Pension Through State Insurance Refund – 1999	154,500
Estimated Annual Depreciation	360,554
1999 Cost Allocation – less equipment use	<u>343,144</u>
Total Estimated Annual Cost	<u><u>\$5,023,431</u></u>

Proposed Fees for Rural Fire Contracts:

Estimated Annual Cost \$5,023,431/23,354** Administrative Charge	<u>215 5</u>
Proposed Annual Fee per Association Member	<u><u>220</u></u>
Proposed Annual Fee per Individual Contract (Twice Association Member Fee)	<u><u>440</u></u>

*Excludes fixed assets

**Total City of Fayetteville utility
customers as of December, 1998 (excluding irrigation)

C O N T R A C T

This CONTRACT executed this _____ day of _____, 19____, by and between the City of Fayetteville, Arkansas, hereinafter called the "City" and the undersigned representative of owners of real property located within two (2) miles of the Fayetteville corporate limits, hereinafter called the "Property Owners".

WHEREAS, §33.046 of the Fayetteville Code of Ordinances provides for an "association" contract which is defined as a contract covering not less than three contiguous properties, and

WHEREAS, the City staffs and equips an organized fire department, and

WHEREAS, the Property Owners do not have fire suppression service available; and

WHEREAS, the Property Owners desire to contract with the City for the Fayetteville Fire Department to combat fires which may occur on the property described below; and

WHEREAS, under Ark. Code Ann. §14-53-102 (1987) and §33.046 of the Fayetteville Code of Ordinances, fire fighting machinery and equipment, with the necessary fire personnel to operate the same, may be used to combat fires beyond the corporate limits; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions, consistent with §33.046 of the Fayetteville Code of Ordinances, under which the Fayetteville Fire Department will combat fire on the property described below,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. During the term of this agreement, the City shall provide fire suppression service to and shall combat fires occurring on the real property, at the addresses listed in Exhibit "A" attached hereto and made a part hereof, subject to the conditions set out herein.

2. To defray costs incurred by the City in providing fire suppression service to the aforesaid property, the Property Owners shall pay to the City in advance an annual "fire suppression fee" equivalent to \$220 per household. If the Property Owners can show proof of membership in a rural fire department, the fee shall be \$180 per household.

3. The term of this contract shall commence upon the execution date hereof and shall expire May 31, 2000; provided this Contract shall not be effective until receipt by the City of the "fire suppression fee" prescribed herein. Prior to the receipt of said fee, this Contract shall be of no force and effect and the City shall be under no obligation to provide fire suppression service to or combat any fire in the aforesaid area. The Property

Rural Fire Contracts

C.6.6

Owners' representative shall collect the required fees from all property owners, remit the fees to the City of Fayetteville Accounting Department and execute the contract on behalf of the Property Owners.

4. During the term of this Contract, the City shall provide fire fighting machinery and equipment, with the necessary fire personnel to operate the same, to combat fires occurring on the aforesaid property; provided, the City shall be under no obligation to respond to any fire located in said area if the Fayetteville City Mayor or the Fayetteville Fire Chief determines that such response will substantially impair the ability of the Fayetteville Fire Department to provide adequate fire protection service to Fayetteville or to adequately combat fire or fires occurring in Fayetteville. In the event such a determination is made, neither the City nor any city official or employee shall be liable for any damages or loss which occurs from any fire on the aforesaid property.

5. Neither the City of Fayetteville nor any Fayetteville official or Fire Department official or employee involved in combating a fire on the aforesaid property shall be liable for any damages or loss that occurs when the Fayetteville Fire Department is combating a fire located on said property.

6. All members of the Fayetteville Fire Department engaged in fighting a fire located on the aforesaid property shall be considered to be acting within their line of duty and in discharge thereof and shall not lose or forfeit any right or benefit in rank, pay, disability or retirement payments or benefits.

7. The City may terminate this agreement by giving thirty (30) days written Notice of Termination to the Property Owners at the following mailing address:

Association Name _____

Property Owners' Representative _____

Mailing Address of Representative _____

In the event the City terminates this agreement, the City shall refund the unused standby fire suppression fee on a pro-rata basis to the Property Owners. The amount of unused standby fire suppression fees shall be computed as follows:

Total Fire	Number of days	Total Fire	Amount
Suppression Fee -	<u>Contract in effect</u>	Suppression Fee =	of
Paid in Advance	365 Days	Paid in Advance	Refund

8. The Property Owners may terminate this agreement by giving a written notice of termination, signed by the Property Owners to the Mayor of the City of Fayetteville, 113 W. Mountain, Fayetteville, Arkansas, 72701. In the event a Property Owner terminates this agreement, no unused portion of the fee will be

refunded by the City, but the unused portion of the fee may be transferred to a subsequent occupant of the property upon approval by the Fire Chief or his/her designee.

9. Any notice of termination shall be deemed given on the date the notice is deposited in the United States mail, as evidenced by the postmark thereon, provided the correct postage is paid, and the notice is addressed as provided herein.

10. The Property Owners may extend the term of this Contract for an additional term of one (1) year, to May 31, 2001, in accordance with the following procedure: During the first year of the contract, at least thirty (30) days prior to the termination of this Contract, the Fayetteville Accounting Department shall mail to the Property Owners' representative a notice specifying the amount of the fire suppression fee which the City will charge for the next year. If the Property Owners desire to extend the term of this Contract, the Property Owners' representative shall collect the fees from all property owners and remit the fees to the City of Fayetteville Accounting Department prior to June 1, 2000. Upon payment of the required fees, this contract shall be extended to May 31, 2001. The property Owners hereby grant the person designated in paragraph 7 of this Contract limited power of attorney for the purpose of executing and renewing this Contract in accordance with the procedure prescribed herein.

11. In the event this Contract is executed after June 1, 1999, the fire suppression fee payable under paragraph 2 shall be reduced for the original contract term in accordance with the following formula:

$$\frac{\text{Number of elapsed days after June 1}}{365} \times \text{Amount of Fire Suppression Fee} = \text{Amount of Reduction in Suppression Fee}$$

12. Any modification of this Contract must be in writing and must be authorized by the Mayor of the City of Fayetteville and the undersigned Property Owner.

IN WITNESS WHEREOF, this Contract is executed on the date first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST

By: _____
City Clerk

Property Owner

1999-2000 fee received Date _____ Amount _____

Renewal fee received Date _____ Amount _____

Rural Fire Contracts
C.6.8

Sample - Individual Contract

C O N T R A C T

This CONTRACT executed this _____ day of _____, 19____, by and between the City of Fayetteville, Arkansas, hereinafter called the "City" and the undersigned owner of real property located within two (2) miles of the Fayetteville corporate limits, hereinafter called the "Property Owner".

WHEREAS, the City staffs and equips an organized fire department, and

WHEREAS, the Property Owner does not have fire suppression service available; and

WHEREAS, the Property Owner desires to contract with the City for the Fayetteville Fire Department to combat fires which may occur on the property described below; and

WHEREAS, under Ark. Code Ann. §14-53-102 (1987) and §33.046 of the Fayetteville Code of Ordinances, fire fighting machinery and equipment, with the necessary fire personnel to operate the same, may be used to combat fires beyond the corporate limits; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions, consistent with §33.046 of the Fayetteville Code of Ordinances, under which the Fayetteville Fire Department will combat fire on the property described below,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. During the term of this agreement, the City shall provide fire suppression service to and shall combat fires occurring on the real property at the Property Owner's address listed in paragraph 7, subject to the conditions set out herein.

2. To defray costs incurred by the City in providing fire suppression service to the aforesaid property, the Property Owner shall pay to the City in advance an annual "fire suppression fee" equivalent to \$440. If the Property Owner can show proof of membership in a rural fire department, the fee shall be \$400.

3. The term of this contract shall commence upon the execution date hereof and shall expire May 31, 2000; provided this Contract shall not be effective until receipt by the City of the "fire suppression fee" prescribed herein. Prior to the receipt of said fee, this Contract shall be of no force and effect and the City shall be under no obligation to provide fire suppression service to or combat any fire in the aforesaid area.

4. During the term of this Contract, the City shall provide fire fighting machinery and equipment, with the necessary fire personnel to operate the same, to combat fires occurring on the aforesaid property; provided, the City shall be under no obligation to respond to any fire located in said area if the Fayetteville City Mayor or the Fayetteville Fire Chief determines that such response will substantially impair the ability of the Fayetteville Fire Department to provide adequate fire protection service to Fayetteville or to adequately combat fire or fires occurring in Fayetteville. In the event such a determination is made, neither the City nor any city official or employee shall be liable for any damages or loss which occurs from any fire on the aforesaid property.

5. Neither the City of Fayetteville nor any Fayetteville official or Fire Department official or employee involved in combating a fire on the aforesaid property shall be liable for any damages or loss that occurs when the Fayetteville Fire Department is combating a fire located on said property.

6. All members of the Fayetteville Fire Department engaged in fighting a fire located on the aforesaid property shall be considered to be acting within their line of duty and in discharge thereof and shall not lose or forfeit any right or benefit in rank, pay, disability or retirement payments or benefits.

7. The City may terminate this agreement by giving thirty (30) days written Notice of Termination to the Property Owner at the following mailing address:

Property Owner's Name _____
Address _____
Mailing Address _____

In the event the City terminates this agreement, the City shall refund the unused standby fire suppression fee on a pro-rata basis to the Property Owner. The amount of unused standby fire suppression fees shall be computed as follows:

Total Fire	Number of days	Total Fire	Amount
Suppression Fee -	<u>Contract in effect</u>	Suppression Fee =	of
Paid in Advance	365 Days	Paid in Advance	Refund

8. The Property Owner may terminate this agreement by giving a written notice of termination, signed by the Property Owner to the Mayor of the City of Fayetteville, 113 W. Mountain, Fayetteville, Arkansas, 72701. In the event the Property Owner terminates this agreement, no unused portion of the fee will be refunded by the City, but the unused portion of the fee may be transferred to a subsequent occupant of the property upon approval by the Fire Chief or his/her designee.

9. Any notice of termination shall be deemed given on the date the notice is deposited in the United States mail, as evidenced by the postmark thereon, provided the correct postage is paid, and the notice is addressed as provided herein.

Rural Fire Contracts
C.6.10

10. The Property Owner may extend the term of this Contract for an additional term of one (1) year, to May 31, 2001, in accordance with the following procedure: During the first year of the Contract, at least thirty (30) days prior to the termination of this Contract, the Fayetteville Accounting Department shall mail to the Property Owner a notice specifying the amount of the fire suppression fee which the City will charge for the next year. If the Property Owner desires to extend the term of this Contract, the Property Owner shall remit the required fee to the City of Fayetteville Accounting Department prior to June 1, 2000. Upon payment of the required fee, this Contract shall be extended to May 31, 2001.

11. In the event this Contract is executed after June 1, 1999, the fire suppression fee payable under paragraph 2 shall be reduced for the original contract term in accordance with the following formula:

$$\frac{\text{Number of elapsed days after June 1}}{365} \times \frac{\text{Amount of Fire Suppression Fee}}{\text{Amount of Reduction in Suppression Fee}}$$

12. In the event that a Property Owner joins an association, a contract covering not less than three contiguous properties, during the Contract period, the fee will be reduced to an association rate in the manner described in paragraph eleven. The rate difference will be refunded to the Property Owner.

13. Any modification of this Contract must be in writing and must be authorized by the Mayor of the City of Fayetteville and the undersigned Property Owner.

IN WITNESS WHEREOF, this Contract is executed on the date first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST

By: _____
City Clerk

Property Owner

<u>1997-98 fee received</u>	<u>Date</u>	<u>Amount</u>
<u>Renewal fee received</u>	<u>Date</u>	<u>Amount</u>

STAFF REVIEW FORM

CMN Cost Share
C.7.1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of March 16, 1999
 FROM: _____

Jim Beavers
 Name

Engineering
 Division

Public Works
 Department

ACTION REQUESTED:

Approval of the 50/50 cost share and a formal bid waiver to allow the City to cost-share with the developer (CMN) and the developer to acquire the work through private bidding and/or negotiations for the site preparation, grading, drainage, earthwork, etc... as necessary to construct the street subgrade of the proposed streets. See attached memorandum.

COST TO CITY:

\$176,243
 Cost of this Request

\$300,000
 Category/Project Budget

Cost share
 Category/Project Name

4470-9470-5809-00
 Account Number

- 0 -
 Funds Used To Date

Street Impr.
 Program Name

99029-0020
 Project Number

\$300,000
 Remaining Balance

Sales Tax
 Fund

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

[Signature]
 Budget Coordinator

 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

[Signature]
 Accounting Manager

2-25-99
 Date

 ABA Coordinator

 Date

[Signature]
 City Attorney

2-26-99
 Date

[Signature]
 Internal Auditor

2-25-99 ✓
 Date

[Signature]
 Purchasing Officer

3-1-99
 Date

STAFF RECOMMENDATION: Approval.

[Signature]
 Division Head

2/24/99
 Date

Cross Reference

[Signature]
 Department Director

3-1-99
 Date

New Item: No

[Signature]
 Administrative Services Director

1 MARCH
 Date

Prev Ord/Res # October 6, 1998

[Signature]
 Mayor

3/1/99
 Date

Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charles Venable, PW Director
Don Bunn, Asst. PW Director

From: Jim Beavers, City Engineer *JB*

Date: 23 February 99

Re: Agenda Request - City Council Meeting of March 16, 1999.
Proposed bid waiver and cost-share with NANCHAR, INC. And Marjorie S. Brooks (CMN) for the earth work, grading and subgrade work on the sections of Steele Boulevard and Van Asche of which the City has previously agreed in principal to cost-share.

The City Council has previously agreed to cost share in the construction of Steele Boulevard from Joyce Boulevard south to Van Asche Drive (approximately 2550 feet less approximately 200 feet for the new bridge) and Van Asche Drive from Steele Boulevard west to the phase line of phase one (approximately 340 feet).

The City's Council's approval of the preliminary plat on October 6, 1998 is the basis for the proposed "50/50" cost share. The cost-share agreement does includes all of the construction necessary for the boulevard street, including the 20 ft. median sections and turn lanes.

The attached letter dated February 18, 1999 from Milholland Company also states "as previously approved by the City Council, invoices for all items shall be split 50/50 between the City of Fayetteville and the Owners (Nanchar, Inc. and Marjorie S. Brooks)."

The quantities and cost estimate furnished by Milholland are considered reasonable. The estimate of costs for the earth work, without areas of undercutting totals \$292,486.25. It is our understanding that undercutting and stone fill as much as \$60,000.00 which would result in a total costs of \$352,486.25(estimated) of which the City's share would be approximately \$176,243.13.

The final costs to the City will be based upon actual costs as documented by Milholland Company and subject to City review. The costs to the City will not exceeded the estimated costs without additional authorization.

Please note that this request is for the earthwork, grading and subgrade portion of construction only. The base, curb and gutter, paving and street drainage requirements and the bridge over Mud Creek will be separate agenda items. Estimates are not currently available for these items.

Action requested:

1. Approval of the "50/50" cost share which will include all of the construction necessary for the completion of the two 28 ft. street sections, medians, turn lanes, sidewalks and grading and street drainage for Steele Boulevard from Joyce Boulevard south to Van Asche Drive and Van Asche Drive west from Steele Boulevard to Gregg Avenue. The City will not cost share in any engineering or planning costs.

The section of Van Asche Drive from Steele Boulevard west to the phase one boundary is included in this cost estimate. The section from the phase one boundary west to Gregg Avenue is not included in this estimate.

The Steele Boulevard bridge will be a "50/50" construction cost share with a separate agenda request presented to the City Council after the bridge has been designed and bids taken, approximately May 1999.

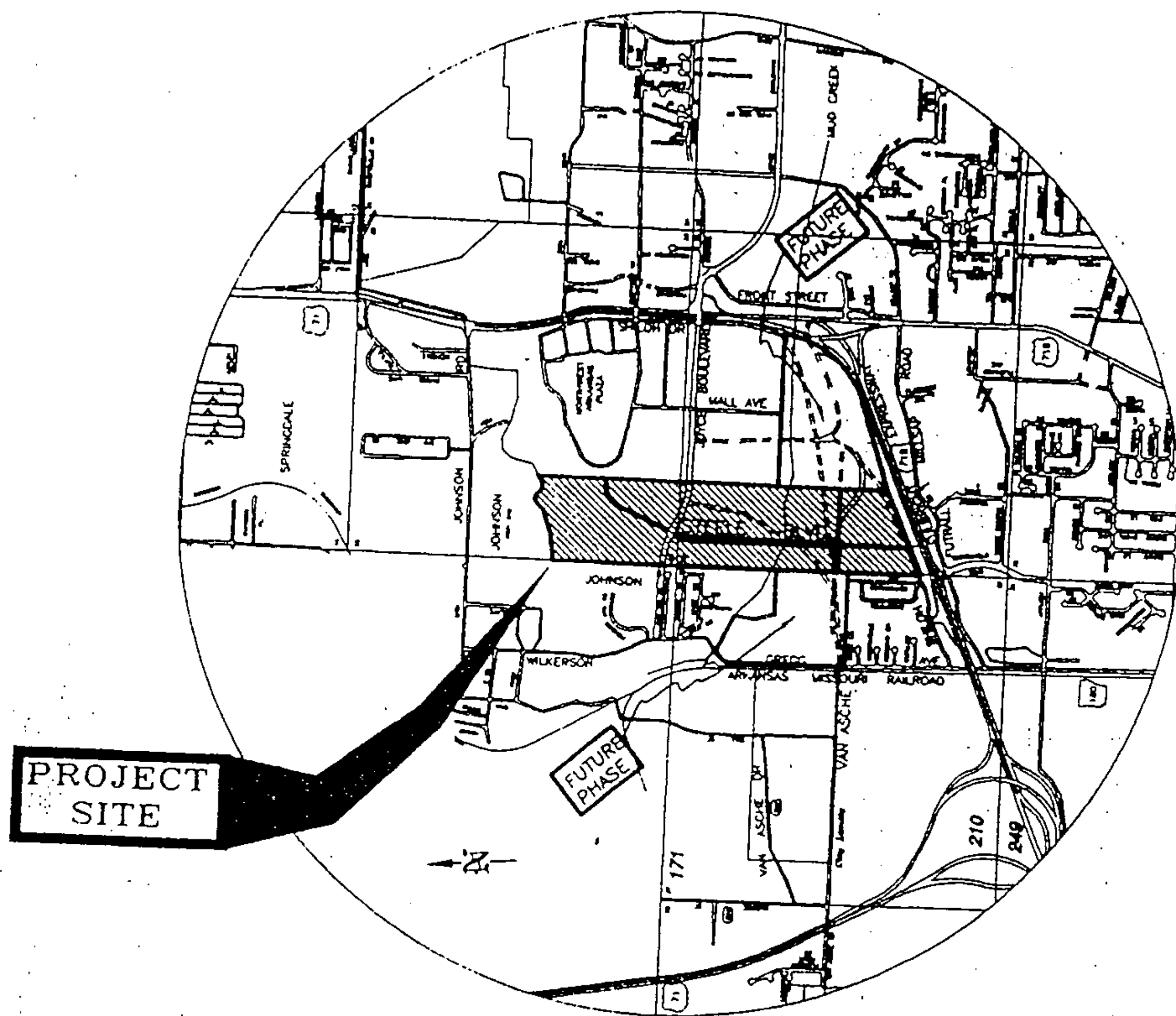
The curb and gutter, base and surfacing, sidewalks and street drainage of Steele Boulevard and the short section of Van Asche Drive will be presented to the City Council after bids are taken. This will probably be in late 1999 or early 2000.

2. Approval of a bid waiver to allow the City to cost-share with the developer and the developer to acquire the work through private bidding and/or negotiations for the site preparation, grading, drainage, earthwork, etc... as necessary to construct the street subgrade of the proposed streets estimated to be \$176,243.13 (City share). The City's final share shall be based upon actual costs and shall not exceed the estimated costs without approval by the Mayor and/or City Council as applicable for the funding threshold.

Encl:

Vicinity Map

Letter from Milholland dated February 18, 1999



VICINITY MAP

Milholland Company

Engineering & Surveying

Melvin L. Milholland, PE, PLS

Guy A. Washburn, PE

James F. Koch, EI

REGISTRATIONS:

PE: AR, OK, MO

PLS: AR, OK

February 18, 1999

Mr. Jim Beavers, P.E., City Engineer

City of Fayetteville

113 W. Mountain St.

Fayetteville, AR 72701

RE: CMN BUSINESS PARKE II, PHASE I
ESTIMATE OF EARTHWORK VOLUMES

Dear Jim:

We have estimated the Earthwork Volumes and Estimated Cost for locations where the City of Fayetteville will be cost sharing with the developer. The locations are on Steele Boulevard from Sta. 13+00 (Intersection of Steele and Van Asche) to Sta 39+01.54(South side of Joyce St.) and Van Asche Drive Sta. 0+00(Same location as Sta. 13+00 above) to -5+00 (West boundary of Phase 1). The Stripping Volume shown is for areas where the fill depth is less than a 4 V.F. ; this Stripping Volume has been added to the Neat Line Fill Volume required . It is not anticipated that any cut material will be used in the fill areas.

The individual street volumes are as follows:

Steele Boulevard	A.	Neat line Cut	5,814 CY
	B.	Neat line Fill, Including Stripped Area .	38,451 CY
	C.	Stripping (cut)	3,437 CY
Van Asche Drive	A.	Neat Line Cut	3,445 CY
	B.	Neat Line Fill	204 CY

Summary of Estimated Volumes of Earthwork to neat line and stripping line:

A.	Neat line, Cut to waste or stockpile(scraper)	19,259 CY
B.	Neat line, Fill required (Offsite Borrow Pit)	38,655 CY
C.	Stripping, Cut to Stockpile (scraper)	3,437 CY

CMN Cost Share

C.7.6

Mr. Jim Beavers, P.E., City Engineer

February 18, 1999

Page Two (2)

The Estimated Cost based on the above Summary of Earthwork Volumes is as follows:

A. Cut to Waste or Stockpile(scraper or truck): 19,259 CY @ \$3.00/ CY.....	\$ 57,777.00
B. Fill (furnish and install from Offsite Borrow Pit) : 34,655 CY @\$5.00/CY.....	\$173,275.00
C. Borrow(Fixed Material Cost): 34,655 CY @\$1.50/CY.....	\$51,982.50
D. Cut to Stockpile(scraper stripping) : 3437 CY @ \$2.75/CY.....	\$ 9,451.75
Estimated Total Cost.....	\$ 292,486.25

Undercut below neat/strip line is anticipated and will increase the amount of fill required. Prior to first lift of borrow material , surge rock or other means of bridging will be required in selected areas. The decision to incorporate bridging procedures will be done in the field based on recommendations by the Geotechnical Engineer. The price of Fill material (item B above) includes all material testing and all "in place" construction costs

The owners respectfully request the City Council to waive City procedures for bidding the above and allow Millholland Company, Engineer's for the owner, to either take competitive bids or negotiate contract prices.

As previously approved by the City Council , invoices for all items shall be split 50/50 between the City of Fayetteville and the Owners(Nanchar, Inc. and Ms. Marjorie S. Brooks).

Your assistance and immediate attention to this matter will be greatly appreciated.

Sincerely,



Melvin L. Milholland, P.E., R.L.S.

cc: file(E-526/docs/citydirt.wpd)
Charlotte S. Steele
Marjorie S. Brooks
Nancy S. Rubeck
Jim Irwin
Micki Harrington, Esq.
Charles Venable, P.E.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF March 23, 1999

FROM:

Marvin Hilton

Cable Administration

Administration

Name

Division

Department

ACTION REQUESTED:

A presentation for informational purposes of the Cable Board's findings, known as the "Fayetteville Cable Franchise Needs and Interests Assessment." This study will be used as a basis from which the Franchise Negotiating Committee makes its decisions concerning the terms of the Cable Franchise Renewal.

COST TO THE CITY:

\$ 0

\$ 0

Cost of this request

Category/Project Budget

Category/Project Name

0

Account Number

Funds used to date

Program Name

0

Project Number

Remaining Balance

Fund

BUDGET REVIEW:

☐ Budgeted Item

☐ Budget Adjustment Attached

[Signature] 3-9-99

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:-

Marvin Hilton 3-9-99

Accounting Manager

Date

Gelanda Gaults 3-9-99

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

Marvin Hilton

3-9-99

Division Head

Date

[Signature]

3-9-99

Department Director

Date

Administrative Services Director

Date

Mayor

Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: MAYOR HANNA AND COUNCIL MEMBERS

FROM: MARVIN HILTON, CABLE ADMINISTRATOR *MH 3-9-99*

SUBJECT: CABLE FRANCHISE RENEWAL "NEEDS & INTERESTS ASSESSMENT"

DATE: MARCH 9, 1999

The Cable Board, at their March 8, 1999 meeting, voted to present to the City Council, as an informational item, their findings, known as the "Fayetteville Cable Franchise Needs and Interests Assessment."

The City of Fayetteville's Cable Franchise agreement expires November 1, 2000. Mayor Hanna appointed a Negotiating Committee in May of 1997 and the "window" of negotiations opened in November of 1997 and preliminary negotiations were begun.

Cable Franchise consultants across the country emphasize the importance of conducting a "Needs and Interests Assessment" in the Renewal process. The process of conducting a "Needs and Interests Assessment" serves three purposes:

1. A "Needs and Interests Assessment" will assist the Negotiating Committee in determining their goals and objectives and enable them to more effectively and credibly present their position at the bargaining table.
2. A "Needs and Interests Assessment" can serve as a major part of the required "ascertainment" under the Cable Act if the "formal" renewal process becomes necessary. TCA Cable TV and the City of Fayetteville have mutually agreed to do the more efficient "informal" renewal process. However, if either party, at any point in the negotiations demands it, the formal process must be used which requires an "ascertainment." In either case, it is best if the City approaches the renewal process as if it will be necessary to go through the full formal process.
3. A "Needs and Interests Assessment" informs the public and the local government and its negotiators about the community's needs and interests in a cable system.

A "Needs and Interests Assessment Steering Committee was formed in May of 1997. Several "Focus Groups," interviews, a survey of City departments and divisions, letters of recommendations and one page surveys were used to collect information about Fayetteville's

Needs and Interests in a Cable Television system. After more than a year A preliminary "Needs and Interests Assessment" was presented to the Cable Board, the Negotiating Committee and the press in June of 1998. New information is being added from time to time.

An updated version of the "Fayetteville Cable Franchise Needs and Interests Assessment," revised March 1999 will be available in the City Clerk's office or the Cable Administrator's office.

See the Attached:

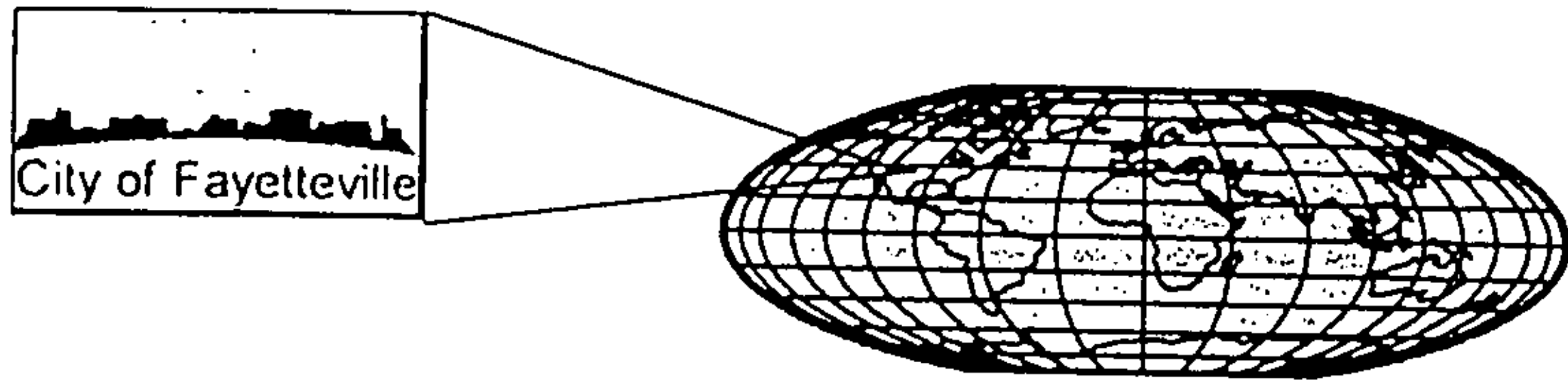
1. Excerpt from the Cable Board Meeting minutes of March 8, 1999 item number 6.
2. A Summary of the "Fayetteville Cable Franchise Needs and Interests Assessment" ("Fayetteville Cable Franchise Needs and Interests Assessment" a document of over 120 pages will be available at the office of the Cable Administrator or in the City Clerk's office.)

Excerpt from the

CABLE TELEVISION BOARD MEETING

March 8, 1999 at 5:15 PM
Fayetteville P.E.G. Television Center
101 Rock Street

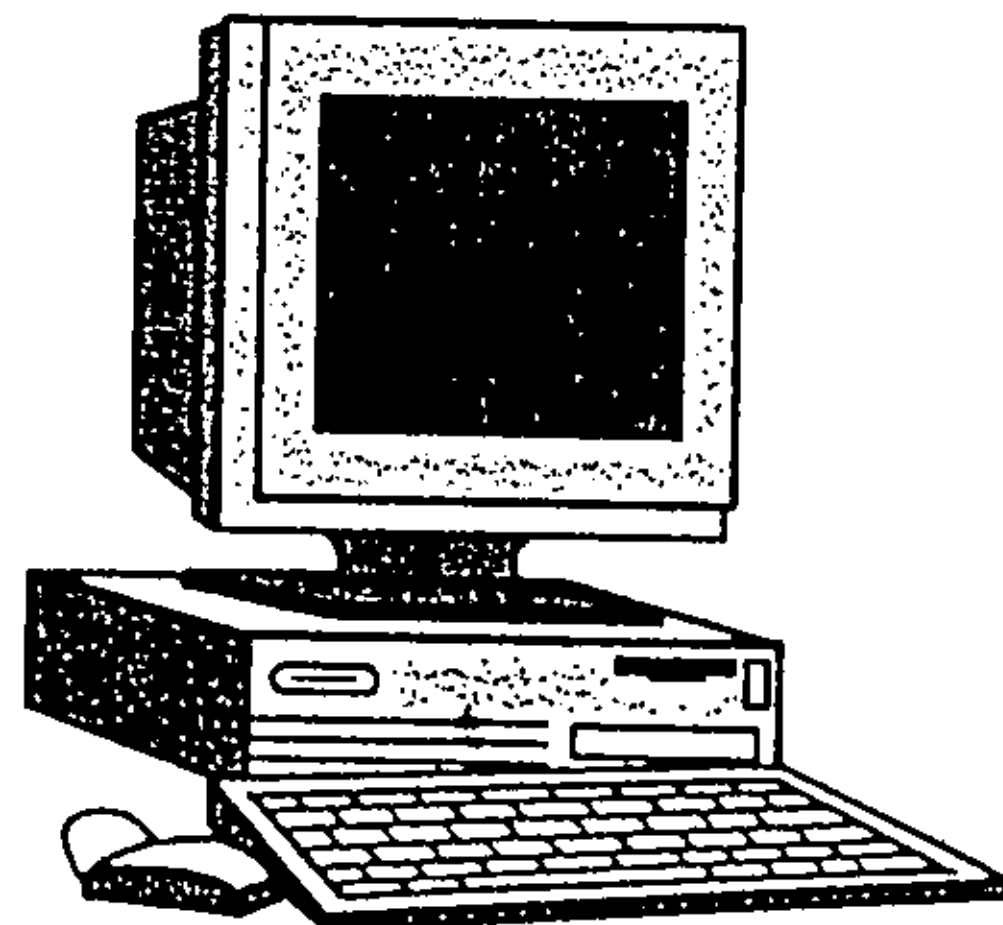
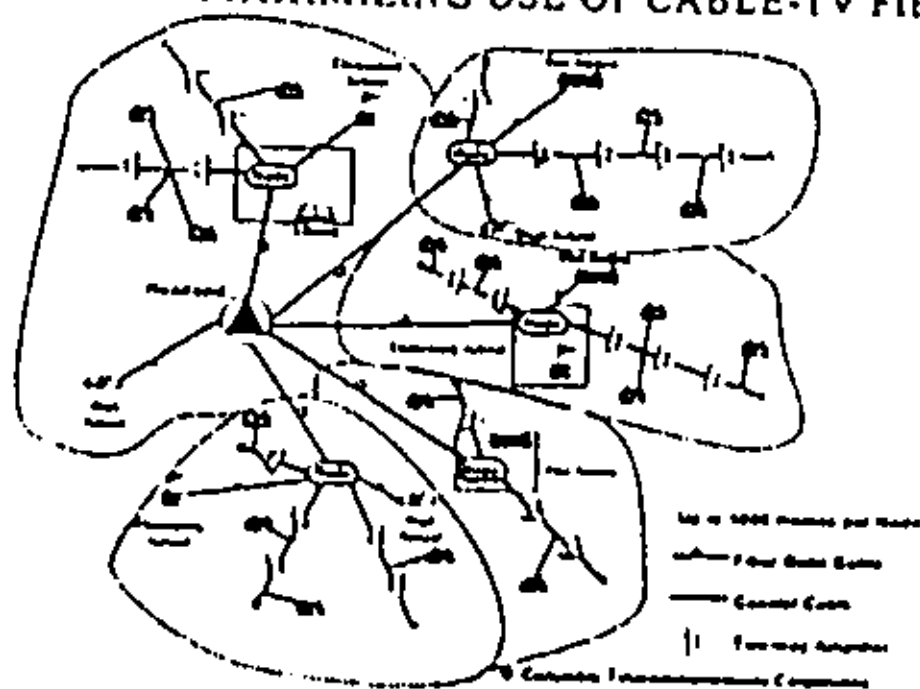
1. Call to order and roll call.
 2. Approval of the minutes from February 18, 1999
 3. Adoption of the agenda.
 4. Subscriber complaints and compliments.
 5. Report from TCA manager, Dennis Yocum.
 6. Franchise Renewal and the needs and Interests Assessment.
 - A. Institutional Network.
 - B. "Needs and Interests Assessment" on the City Council Meeting agenda.
- Board Member Ron Warren Moved that the "Needs and Interests Assessment" be presented for informational purposes only to the City Council at the next available meeting. The motion was approved unanimously by the Cable Board.
7. Additional Board member comments.
 8. Citizen Comments.
 9. Other business.
 10. Agenda for the next meeting, April 15, 1999.
 11. Adjournment.



Fayetteville Cable Franchise Needs and Interests Assessment

Revised March 1999

DESIGN MAXIMIZING USE OF CABLE-TV FIBER



Fayetteville Cable Franchise Needs and Interests Assessment

Submission of Data to the
Cable Negotiation Committee

Revised March, 1999

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Acknowledgements

Thanks go to many people who helped conduct this study for the Fayetteville Cable Board. All of the citizens listed below played a role in the planning of the study and the gathering of the data. However, special recognition should be made of the work done by Paul Justus, a government channel employee who transcribed all of the tape recordings and compiled all of the survey results used in the study, and to David A. Young, director of the Fayetteville Advanced Spatial and Service Technology program at Fayetteville High School, who helped to train the Focus Group Leaders.

Our appreciation goes to:

John Lewis, chairman of the board of the Bank of Fayetteville; Bob Craig, compressed-video facilitator for the University of Arkansas; Clint Brooks, compressed video facilitator for Northwest Arkansas Community College; Craig A. Brown, associate director of network services with University of Arkansas Computing Services; Bill Ames, independent video producer.

Christopher Corke, member of the franchise renewal committee and the Cable Board; Gail Quillen, technology coordinator for Fayetteville Public Schools; Cassandra Barnett, Leverett Elementary School media specialist; Chris Krueger, public relations director at Washington Regional Medical Center.

Cyrus Young, Fayetteville City Council; David Merrifield, associate director of Computing and Computing Services UA; Don Deweese, retired administrative assistant for information services for Fayetteville Public Schools; Eric Gorder, UA Computing Services; Frank Bland, Eureka Springs resident; Jeffrey Waits, video production technician.

Jerry Jansma, former public access board member; Jim Swartz, UA Graduate Education- Jim May, former manager of Community Access Television; Jim Bemis, Cable Board member; Jonelle Grace, Arts Live! director; Larry Foley, UA department of broadcast journalism.

Lloyd Calhoun, Cable Board member; Marilyn Snapp, Fayetteville Chamber of Commerce; Mark Shaw, UA Computing Services; Melanie Lowery, technical specialist with the Arkansas Department of Information Systems, Office of Information Technology- Roger Haney, Washington County assistant county administrator; Susan Adkins, associate director for academic research and client services for UA Computing Services.

Carl Bowling, UA electronic engineering professor; Woody Charlton, Cable Board member; Richard Jones, UA electronic engineering professor; James Alford, Cable Board member; Jim Goodlander, manager of Community Access Television.

Ruth Voss, director of the Faulkner-Van Buren County regional library system; Kathleen Green, technical coordinator, St. Joseph High School of Conway; Mark Peterson, community development specialist for the Arkansas Cooperative Extension Service; Barry Orton, professor of telecommunications, University of Wisconsin at Madison; and from the Conway Corporation, Richie Arnold, chief financial officer; Bill Hegeman, chief executive officer; and Kelly Griffin, network services administrator.

Summary

Telecommunication resources are becoming critical to local communities -- for business, education, health services, and delivery of government services. Local governments must now pay as much attention to their information infrastructure as they do to roads, waterworks and utilities. As Fayetteville's cable franchise comes up for renewal, the Fayetteville Cable Board sought to research these concerns and asked for a year-long needs and interests assessment.

Beginning with a small committee - and eventually involving scores of Fayetteville citizens and others - the Fayetteville Cable Needs and Interests Assessment Committee had two purposes:

- One, to collect data that would form the basis for the City of Fayetteville's new contract with TCA Cable, one that would result in additions to our telecommunications infrastructure -- that is, the cables, hardware, software and training that will help our citizens take full advantage of advances in information technology.
- Two, to help the Cable Board begin to design a Telecommunications Plan that would help the City make similar decisions in the future as the competition among technologies increases. The information will also help us design our future studies.

A needs and interests assessment is a logical step to take before entering into an agreement that will lock in our local technology for years. However, a recent court case in Kentucky suggests that the assessment carries considerable weight - that cable companies, under the Cable Act, should defer to a City's identification of the community's cable needs and interests.

The City is legally prevented from requiring specific television programming from a cable provider -- that is, the City cannot say to TCA, "You must put the Travel Channel on the system before we will give you the contract." However, we believe that TCA can and will be willing to commit a grant for equipment and services for the community -- as Warner Cable did during the last franchise period to establish our public, educational and governmental access center.

This summary will not draw conclusions as to what services are needed -- that is a task for the negotiating committee. The single recommendation included here is to suggest to the negotiating committee that the new contract require that the cable company conduct regular random-sample studies of our community so that we can continue to understand what Fayetteville cable subscribers want in the way of cable services.

We have found much interest -- as is evident in this report -- in an institutional network within the city. An I-Net Design Team is continuing to meet in order to make recommendations to the negotiating committee. Additional information will be added to this report as it becomes available.

Here is a summary of what our study found.

Cable Television

Cable Programming -- In general, respondents were most interested in programming having to do with education and nature/science. Many expressed dissatisfaction with the current tier structure.

Concerning P.E.G. access, respondents showed an interest in more diverse programming, channels set aside for specialized programming, and a wider reach throughout the two-county area. Barriers to use of the P.E.G. channels identified most often were "lack of information or awareness" and "lack of interest or time." However, in their comments, most respondents noted that they lacked the time, but not the interest.

Telephone Calls and Suggestions from Cable Board Meetings As mentioned before, the City cannot require specific programming. For informational purposes, the Cable Administration Division of the City kept a list of programming requests mentioned at the Cable Board meetings and in telephone calls from subscribers. C-Span II, TBN (Trinity Broadcasting Network), and UPN (United Paramount Network) were some suggested as additions to the present programming line up. The Sci-Fi channel and Fox News were also suggested but have since been added.

It was also suggested, by Cable Board member Woody Charlton, that the cable system be rebuilt to 940 MHZ capacity.

Letters of Recommendation -- A Recommendation was received from the Fayetteville Public Schools expressing interest in a cable channel dedicated to the School District. A letter was received from a Washington County Quorum Court Justice of the Peace requesting that the Quorum Court meetings be cable cast throughout Washington County on the cable system.

PEG Television Center Capital Improvement Program -- The City of Fayetteville Capital Improvement Program for the Cable Administration Division call for \$451,000 over a five year period. This program has only been partially funded.

Customer Service -- Respondents noted good service generally, but were quite dissatisfied with cable rates.

Technical Quality -- Again, respondents generally were satisfied with technical quality, but several mentioned poor sound quality. Concern about whether TCA would be willing to keep up with changing technology was also mentioned frequently.

Information Services via Cable

Public Hearing on the Cable System Franchise Renewal -- Persons who attended the public hearing in November were interested almost exclusively in informational services via cable. They expressed interest in high-speed, high-capacity Internet service that will deliver full-motion, two-way video.

Public Hearing on the Institutional Network -- Speakers at the Institutional Network public hearing expressed a great deal of interest in an Institutional Network. They also mentioned numerous needs. Questions were raised about how such a network will be managed and what impact it will have on Internet Service Providers.

Institutional Network Studies -- Studies conducted by the City's Cable Administration Division and Dr. Ron Warren of the U of A Communication Department show a keen interest in an Institutional Network. Thus far, 42 potential connection sites have been identified and their physical addresses

verified. Plus the traffic department has identified 57 current and 24 future street intersections needing connection. The I-Net Design Team is continuing to meet in order to determine the extent, technical standards and configuration of the network.

FROM THE SURVEYS:

Home Computer Use -- The survey showed 73 percent of the respondents regularly use a computer at home, and another 6 percent use one occasionally.

Barriers to Personal Technology Use -- By far, respondents identified the cost of technology and the need for training as the primary barriers to personal technology use.

Interest in Computer Training -- Respondents were most interested in Internet training, while basic computer training, Web page design and other software use were also of high interest.

Interest in Electronic Services -- Internet access was highest in interest, but many identified distance learning as well.

Interest in Institutional Network Services -- Partly as an educational tool, the survey asked respondents if they would be interested in using a network for everyday informational tasks. The greatest interest was "Ask police to check my home while I'm on vacation," followed by "Check on the availability of a library book" and "Comparison shopping."

Respondents were also asked to provide "other ideas" in these electronic services categories and from their responses shown in the Comments section of this report, it seems that interest in this area is high.

Use of Information -- This section of the report shows the responses when the Focus Groups met and brainstormed about how they use information and how their use might be aided electronically.

Interviews -- The persons interviewed on videotape for this report are knowledgeable in their areas of information exchange. We are fortunate to have such expertise available locally to help us stay abreast technologically.

Many of them point out the educational and economic benefits to using our cable franchise to improve our communications infrastructure.

To further summarize, Needs and Interests were expressed for three major items:

1. Institutional Network
2. Capital Improvements funds for PEG Access
3. Additional PEG Access channels

We would like to extend our sincere thanks to all who participated in the study and who helped report the findings.

Katherine Shurlds
Chairman
Needs and Interests Assessment Committee

Marvin Hilton
Cable Administrator

Methods

The mission of the Needs and Interests Assessment Committee:

- a) To identify the current methods of communication existing in Fayetteville;
- b) To assess the communications needs and interests of local residents and institutions; and
- c) To make recommendations to the Fayetteville Cable Board about how the City of Fayetteville and the franchisee (TCA Cable) can work together to serve the region's communication needs for the next decade.

The following methods were used (see documents in the Appendix):

A small committee met in May and June 1997 to plan the study.

A technology group was formed and a brainstorming session was conducted with this group on June 2, 1997, at the University of Arkansas. This technology group also provided assistance to the Focus Groups during their meetings later in the year.

On June 30, 1997, a Focus Group Leaders (FGLS) brainstorming session was held at Ozarks Electric Cooperative. Under the direction of a professional facilitator, the FGLS discussed what they saw as the region's communication needs for the next decade. They later were given instruction on how to build a Focus Group and how to get information from the group once it was formed.

During August, the committee devised the guidelines for Focus Groups' meetings and wrote the Individual Survey reproduced at the end of this report. Letters were sent to civic organizations asking for a speaking engagement for January, February or March.

The Focus Groups met during the next months and their results were transcribed.

A public hearing was held on Nov. 17, 1997, at City Hall, preceded by several announcements on the Government Channel to raise interest. About a dozen citizens attended, and, with the exception of one, all were there to express their interest in high speed Internet connections via cable.

A public hearing considering an Institutional Network for the City of Fayetteville was held on November 16, 1998. This was preceded by several announcements on the Government Channel, local Newspaper and on the Internet.

Cable Administrator Marvin Hilton sought out the expertise of several local citizens as well as others for the project. His televised interviews with them were shown on the Government Channel and are reproduced in this report.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of March 23, 1999.

FROM:		
Alett Little	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve VA99-3 submitted by Laura Kelly on behalf of Town Creek Builders for property located at 404 West Sixth Street. The property is zoned C-2, Thoroughfare Commercial. The request is to vacate a 20 foot alley adjacent to the property.

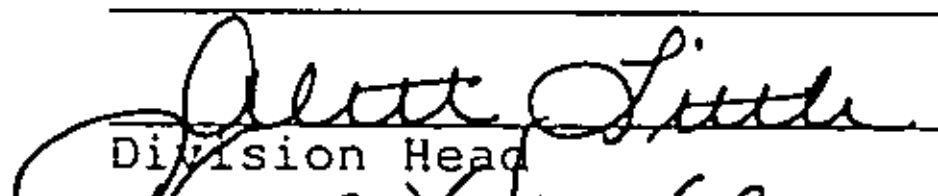
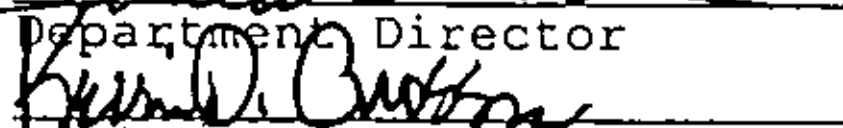
COST TO CITY:

\$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 _____

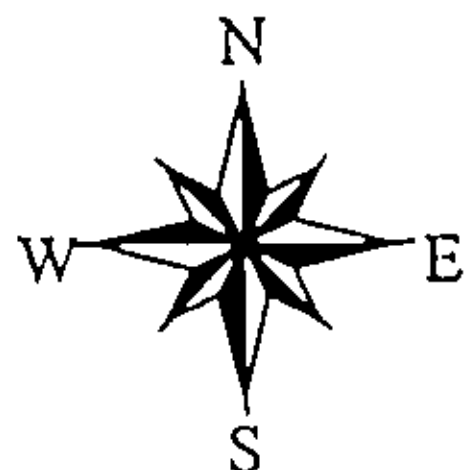
CONTRACT/GRANT/LEASE REVIEW:		GRANTING AGENCY: _____	
Accounting Manager _____	Date _____	ADA Coordinator _____	Date _____
City Attorney _____	Date _____	Internal Auditor _____	Date _____
Purchasing Officer _____	Date _____		

STAFF RECOMMENDATION: This item has not been to the Planning Commission but it is scheduled to be on the March 22, 1999 agenda.

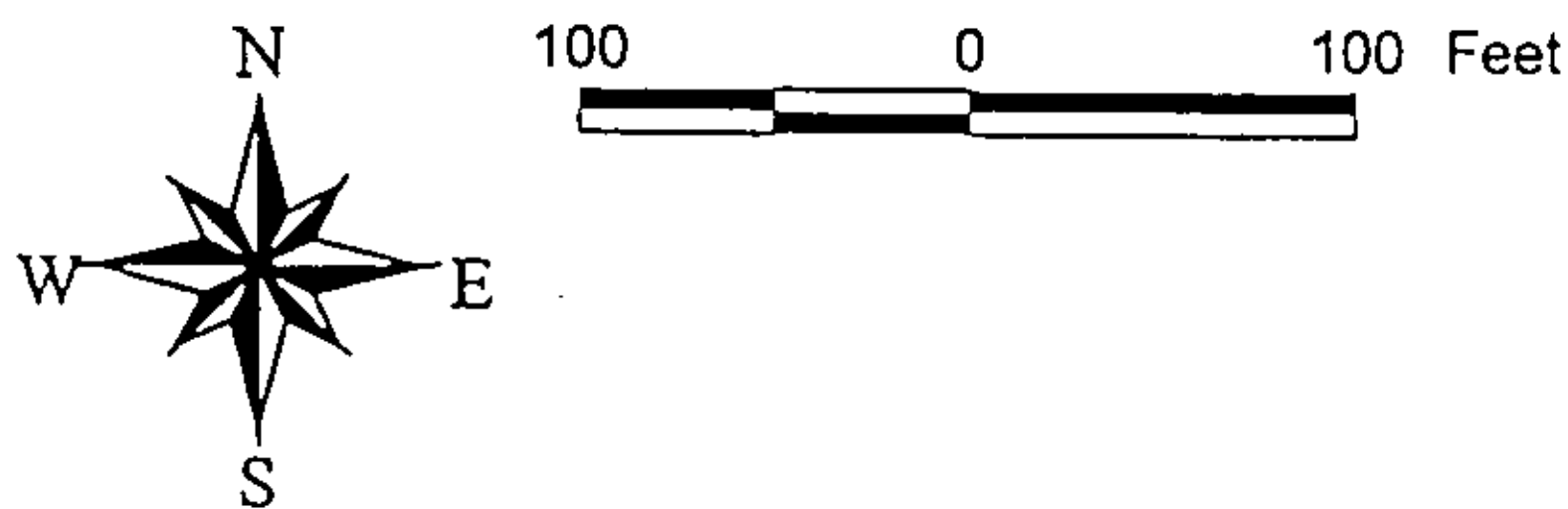
	3.12.99	Cross Reference
Division Head	Date	
	3-16-99	
Department Director	Date	
	16 MAR 99	New Item: Yes No
Administrative Services Director	Date	Prev Ord/Res#: _____
	3/16/99	Orig Contract Date: _____
Mayor	Date	

[illegible]

1400 0 1400 Feet



VA99.00-3.00 - Towncreek Builders - Close Up



PC Meeting of 22 Mar 99

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.

Alley vacation
Town Creek Builders

Fayetteville, AR 72701

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Ron Petrie, Staff Engineer
DATE: 18 March 99

Project: VA 99-3.00: Vacation (Town Creek Builders, pp 523) was submitted by Laura Kelly on behalf of Town Creek Builders for property located at 404 West Sixth Street. The property is zoned C-2, Thoroughfare Commercial. The request is to vacate an alley within Block 14 of Ferguson's Addition. The alley varies in width and runs from Prairie Street on the north to W. 6th Street on the south as shown on 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.
Arkansas Western Gas - No objections.
SW Bell - No objections.
TCA Cable - No objections.

City of Fayetteville:

Water/Sewer - No objections provided that the conditions that are contained in the February 26, 1999, letter from David Jurgens are met.

Street Department - No objections.

Solid Waste - No objections.

Recommendation: Approval of alley vacation subject to the conditions as contained in the February 26, 1999 letter from David Jurgens.

PLANNING COMMISSION ACTION: yes Required
_____Approved _____Denied

Date: ____/____/____

Comments:

CITY COUNCIL ACTION: yes Required
 Approved Denied

Date: / /

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY
VACATION

DATE: 26 FEB 99

UTILITY COMPANY: FAYETTEVILLE WATER & SEWER

REQUESTED VACATION: Alley right-of-way

I have been notified of the petition to vacate the right-of-way of the alley of equal and uniform width being adjacent to and west of the west boundary of lots one (1) through nine (9) inclusive, in block fourteen (14), in Ferguson's addition to the city of Fayetteville, Arkansas, as per plat of said addition of file in the office of the circuit clerk and ex-officio recorder of Washington County, Arkansas. The above described twenty (20) foot alley being the twelve (12) foot alley as shown on the plat of said addition and an additional eight (8) feet deeded to the City of Fayetteville, Arkansas, off the east side of lots seventeen (17) through twenty-two (22) inclusive, extending from the south line of Prairie Street to the North line of Sixth Street (U.S. Highway 62).

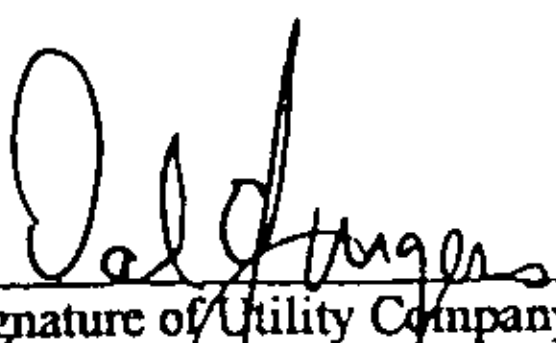
I understand that a utility easement shall be preserved in a twenty (20)-foot-wide strip parallel to the existing alley right-of-way with the proposed centerline being eight feet farther west than the existing right-of-way centerline.

The proposed centerline shall follow the existing sewer main, which is further described as follows: Commencing at the northeast corner of lot numbered twenty-one (21) of said block fourteen (14) of Ferguson's Addition to the City of Fayetteville; thence N89°38'38"W along the north line of said lot twenty-one (21) 17.92 feet to the point of beginning of said easement centerline, said point being in the center of said sewer line. Thence S00°06'21"W along the center of said sewer line 192.70 feet to an existing manhole; thence S01°59'20"W along the center of said sewer line 196.21 feet to a point on the north right-of-way of state highway 62 (6th Street) as now exists, said point being the end of said easement centerline.

UTILITY COMPANY COMMENTS:

- ☐ No objection to the vacations described above.
- ☒ No objections to the vacations described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

SEE ATTACHED LETTER DATED
FEBRUARY 26, 1999


Signature of Utility Company representative

WATER/SEWER MAINT SUPT
Title

THE CITY OF FAYETTEVILLE, ARKANSAS

February 26, 1999

Laura Kelly
311 West Dickson, Suite 103
Fayetteville, AR 72701

Re: **Right-of-Way Vacation, 404 West 6th Street**

Dear Ms. Kelly,

I approve the right-of-way vacation for the north-south right-of-way at 404 West 6th Street with the following provisions.

1. An easement must be maintained which allows for both existing and future required water and sewer lines. There is a very good chance that the existing water line will need to be replaced within the next 20 years. This replacement will require a new line be installed several feet east of the existing water line in order to maintain separation between the water and sewer lines. Thus, the west boundary of the easement must be no less than 8' west of the centerline of the existing (north-south) 18" sewer line. The east boundary of the easement must be no less than 17' east of the centerline of the existing (north-south) 18" sewer line. This easement will meet all current and future water and sewer requirements.

2. The existing 12" line which is currently located under the south west corner of the large structure must be made legal and accessible for maintenance. This can be done one of two ways. First, the line can be relocated around the building. Second, the extreme southern portion of the structure can be removed; it appears that this portion of the building was added to the original structure. The final configuration must be that the sewer line has a cleared 20' wide easement centered upon the sewer line. One caveat is that the corner of the original structure (not the add-on which was built over the sewer line) may be allowed to penetrate no more than 2' into the easement. If this 12" line is relocated, the new line must have flow capacity equal to the existing line.

Structures built in lots 1-9 shall be allowed to tap onto the 18" sewer line west of these lots as long as they meet one of the two provisions listed below. These provisions are required in order to protect the prospective structures and tenants from the possibility of the sewage from backing up out of the 18" sewer main. We generally do not allow connections on these large mains due to the significant flow volume.

1. The floor of buildings must be at least 12" higher than the manhole upstream from this building's tap onto the sewer main. The sewer cleanout must be a pop-up style cleanout located such that traffic

February 26, 1999

Re: Right-of-Way Vacation, 404 West 6th Street

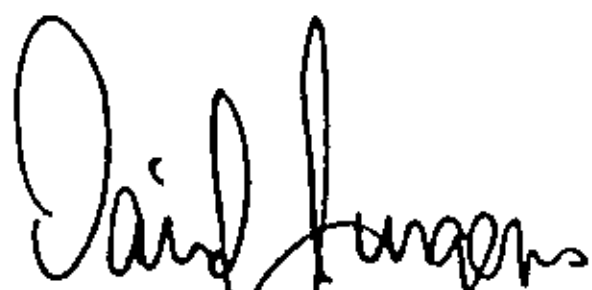
cannot run over the cleanout cap. Additionally, a sewer check valve must be installed in the service line. The cleanout and check valve shall be the owner's responsibility to maintain. Or,

2. The building shall have a sewer pump system.

All existing water and sewer services must be properly abandoned and new connections made and used for any and all structures constructed or receiving significant renovation. This is to meet the requirement that any new structures shall have services which meet current codes, and to protect the prospective structures and tenants.

Please do not hesitate to call me at 575-8386 if you have any questions.

Sincerely,



David Jurgens, P.E.

Water/Sewer Maintenance Superintendent

cc: Jim Beavers
Tim Conklin

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of March 23, 1999.

FROM:		
Alett Little	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve AD99-1 requesting an amendment to the Master Street Plan submitted by Laura Kelly on behalf of Town Creek Builders for property located at 404 West Sixth Street relocating the proposed north-south collector street west into a railroad right of way, parallel to the centerline of South School Street..

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
<i>[Signature]</i>	3-12-99		
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: This item has not been to the Planning Commission but it is scheduled for the March 22, 1999 agenda.

<i>[Signature]</i>	3.12.99	Cross Reference
Division Head	Date	
<i>[Signature]</i>	3-15-99	
Department Director	Date	
<i>[Signature]</i>	15 MAR 99	New Item: Yes No
Administrative Services Director	Date	Prev Ord/Res#: _____
<i>[Signature]</i>	3/15/99	
Mayor	Date	Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Planning Commissioners
THRU: Alett Little, City Planner
FROM: Dawn T. Warrick, Development Coordinator
DATE: March 15, 1999 - for March 22, 1999 PC meeting
SUBJECT: Administrative request - relocate Master Street Plan collector street

AD 99-1.00: Administrative Item (Town Creek Builders, pp 523) was submitted by Laura Kelly on behalf of the applicants for property located at 404 West 6th Street, at the northwest corner of S. School Ave. and West 6th Street. The property is zoned C-2, Thoroughfare Commercial and contains approximately 2.3 acres. The request is relocate a proposed Master Street Plan collector street from the center of the subject property to the western edge of the property within an abandoned railroad right of way.

Staff Recommendation: Approval

Staff feels that the solution suggested by the applicant is a reasonable way to accommodate the intent of the Master Street Plan while maintaining adequate space within the subject property for development.

Findings: A mixed use development is the goal of the applicant for this site. In order to maintain enough contiguous land for development, the applicant has proposed this relocation. Moving the proposed collector further to the west is beneficial for two reasons. First, it reduces the likelihood of traffic congestion and secondly, it moves the street closer to the existing West Ave. which is also classified as a north/south collector on the Master Street Plan and is the logical northern extension of the street in question.

Conditions of Approval:

1. The applicant shall obtain (if necessary) and dedicate sufficient right-of-way along the western boundary of the subject property for the Master Street Plan proposed collector street.

Note: When this project is submitted for large scale development review, a recommendation will be made for the Planning Commission to determine necessary improvements and/or assessments for off-site improvements as stated in §166.05(C)(7) in the Unified Development Ordinance.

Planning Commission Action: ☐ Approved ☐ Denied

Meeting Date: March 22, 1999

City Council Action: X Required ☐ Not Required

Comments: _____

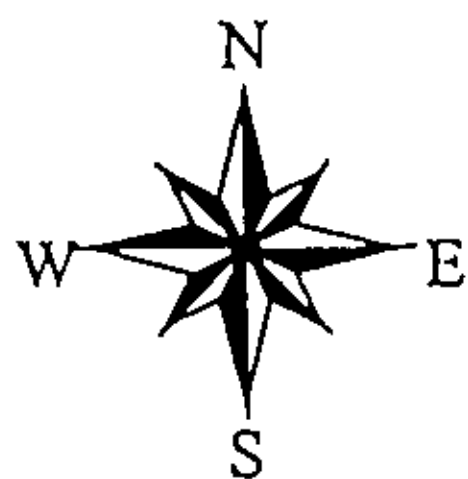
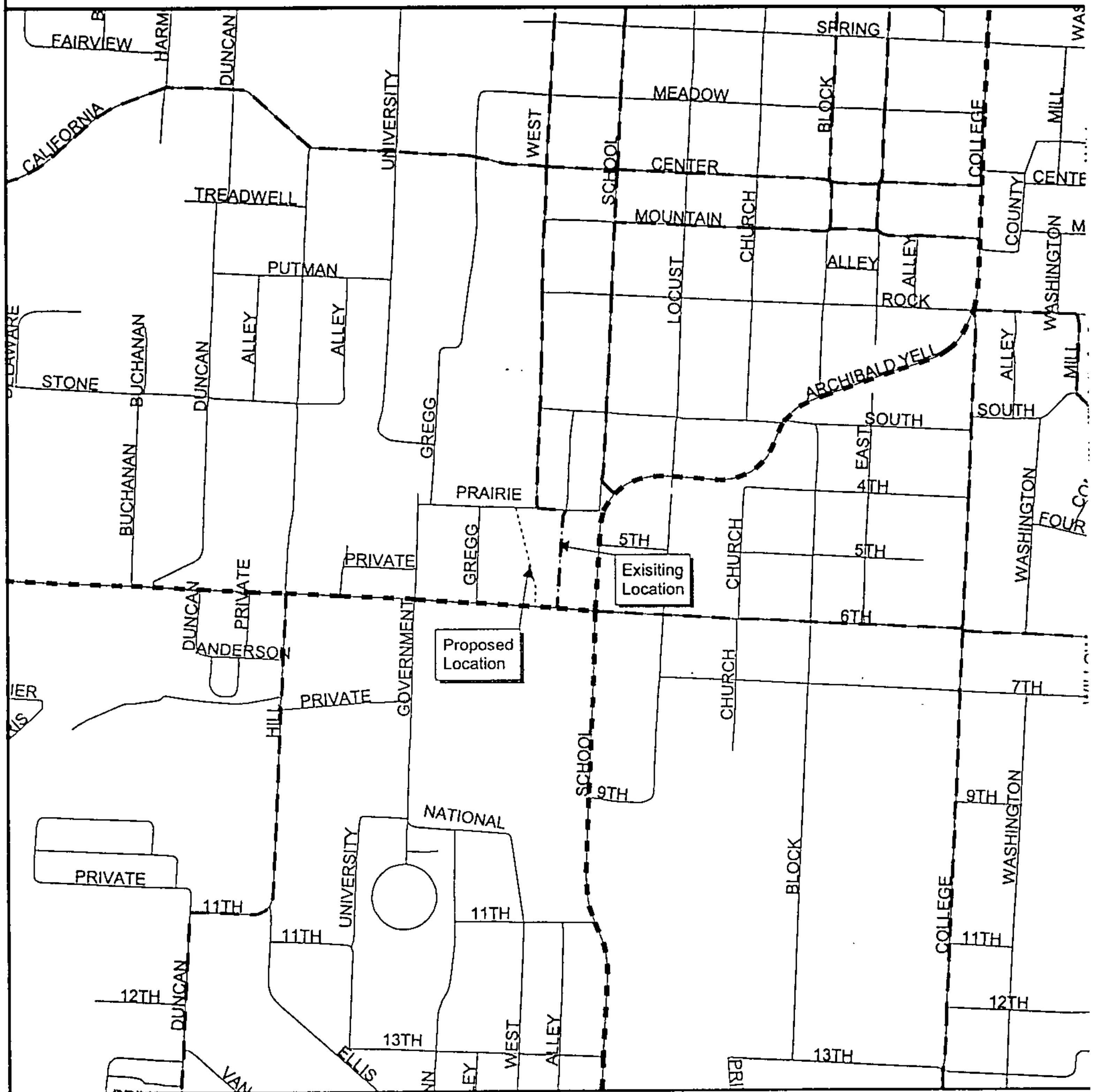
The "CONDITIONS OF APPROVAL," listed are accepted in total without exception by the entity requesting approval of this Administrative request.

Name

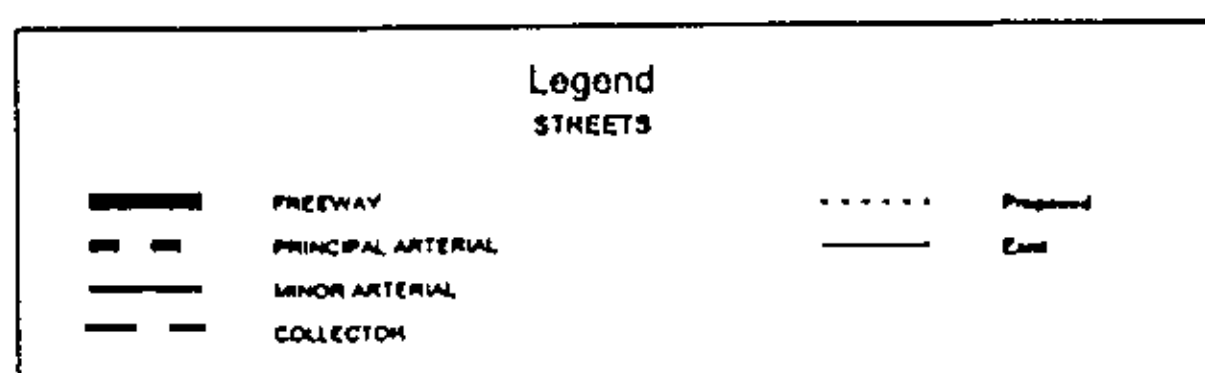
Title

Date

AD99.00-1.00 - Town Creek Builders - One Mile Diameter



700 0 700 Feet



AD 99-1

C.13.5

BY: 



TOWN CREEK BUILDERS
CONSTRUCTION & PROPERTY MANAGEMENT

P.O. Box 3494
Fayetteville, AR 72702
3 August 1998

Fayetteville Planning Commission
113 West Mountain Street
Fayetteville, AR 72701

To the members of the Fayetteville Planning Commission,

This letter will attempt to set forth the reasoning behind our proposed changes to the Fayetteville Master Street Plan.

We propose to alter a planned collector street by moving the seventy-foot right-of-way directly to the west, into a railroad right-of-way, a site more congruous with the street's apparent goals.

Currently, the street plan reflects a concern for a future, more logical connection at the south end of West Avenue. West Avenue is a narrow residential street for the four blocks north of its southern terminus at Prairie Street. North of Center Street, West Avenue widens and forms a high-traffic intersection with Dickson Street. The street plan seems to recognize the potential for traffic along this street to reach Sixth Street (State Highway 62) from the Dickson Street intersection, without having to jog over to South School Avenue-one block to the east.

The plan shows a collector street, one block long, with a seventy (70)-foot right-of-way between Prairie Street and Sixth Street (State Highway 62). The proposed collector would not directly link West Avenue with Sixth Street, but would reduce the length of the jog that most traffic currently takes to continue south. This jog east would occur along Prairie Street.

This proposed collector-street's centerline currently lies twenty-two (22) feet west of the centerline of a platted alley right-of-way that runs basically north/south through the center of block fourteen (14) of Ferguson's Addition of the City of Fayetteville, Arkansas. This alley right-of-way would lie entirely within the proposed seventy-foot right-of-way. A copy of the plat of said addition on file in the office of the circuit clerk and ex-officio recorder of Washington County, Arkansas is attached here and marked Exhibit "A". The alley right-of-way, according to this plat, consists of twenty (20) feet of equal and uniform width being adjacent to and west of the west boundary of lots one (1) through nine (9) inclusive, in block fourteen (14), of said addition. The above described twenty (20) foot alley being the twelve (12) foot alley as shown on

the plat of said addition and an additional eight (8) feet deeded to the City of Fayetteville, Arkansas, off the east side of lots seventeen (17) through twenty-two (22) inclusive, extending from the south line of Prairie Street to the north line of Sixth Street (State Highway 62).

Currently the platted alley right-of-way is undeveloped and obstructed by a liquid tank farm, a large electrical transformer, the gas meter and electric power pole serving the structure on lot one (1), and the concrete storage pad built adjacent to the structure on lot one (1).

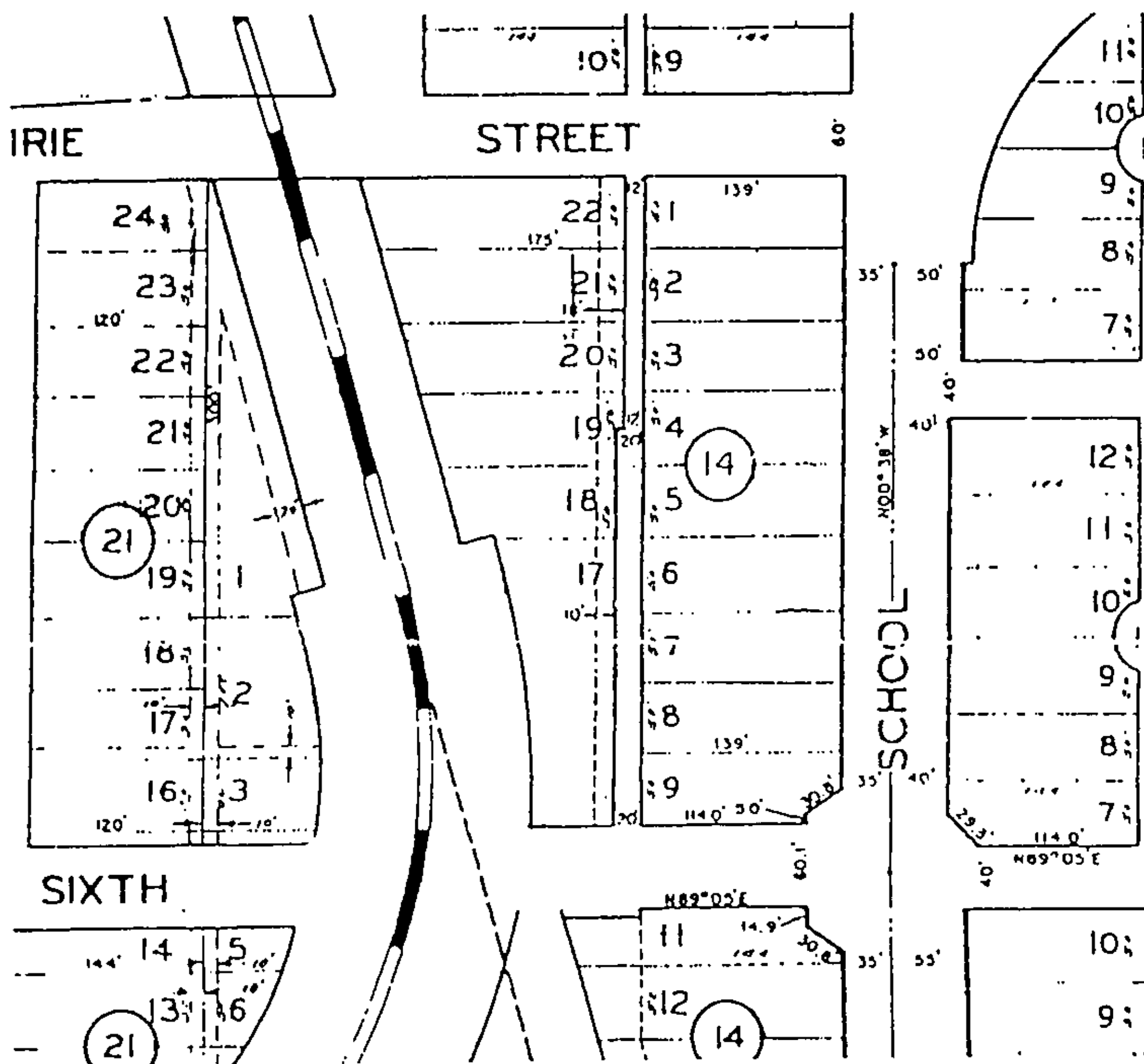


Exhibit "A"

Assuming these obstructions were to be removed, the collector street's centerline would run parallel to the centerline of South School, 203' to the west. The distance between the two streets' right-of-ways would be 113'. This would mean two major intersections within 113' apart. After commercial setbacks of fifty (50) feet are accounted for, thirteen (13) feet of buildable land would remain between the two thoroughfares, as can be seen in the drawing marked Exhibit "B".

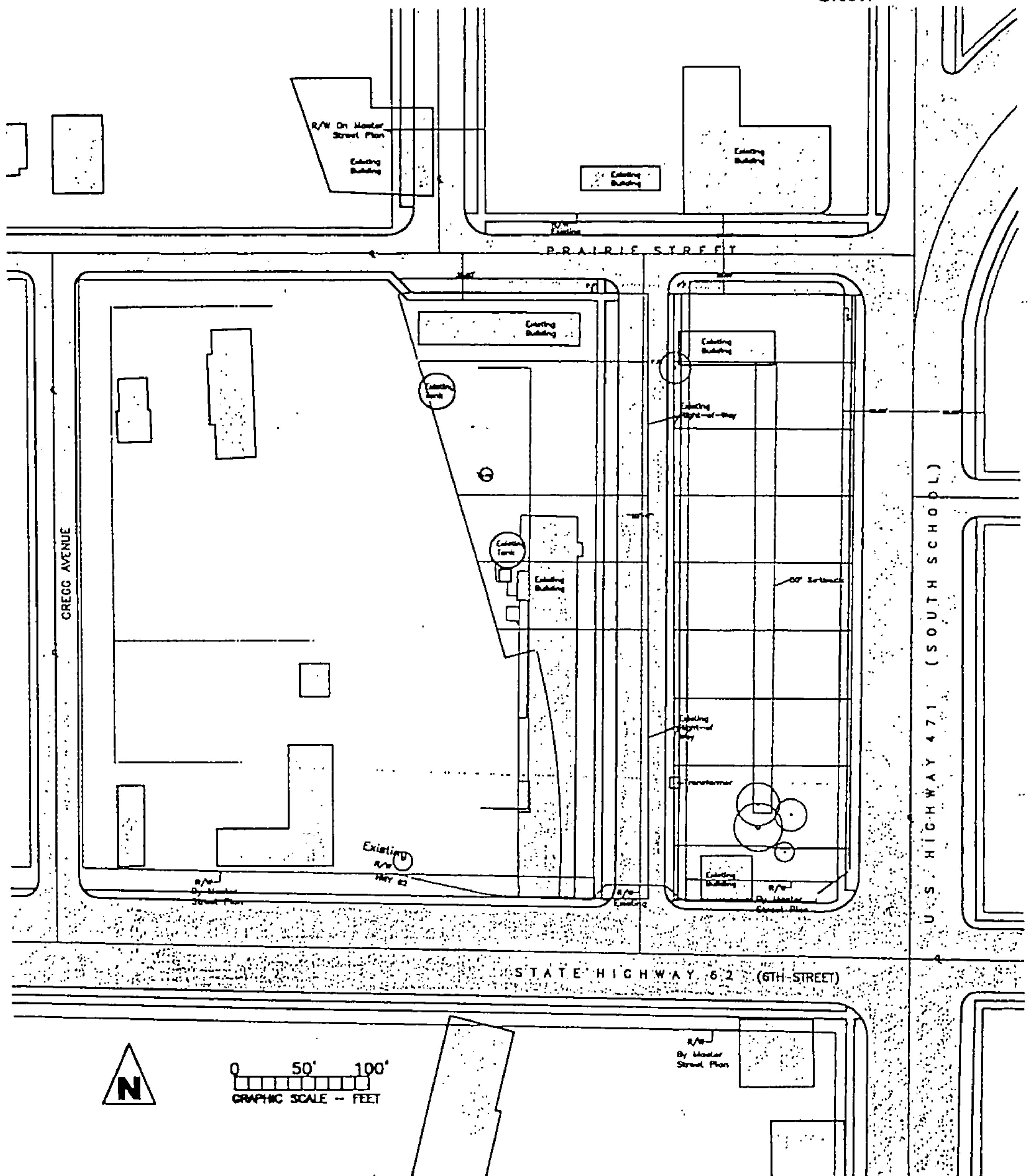


EXHIBIT "B"

Traffic at the Street and South School intersection currently backs up west on Sixth Street past the proposed intersection as can be seen in the photo image marked Exhibit "C", in which the traffic is backed up to the railroad tracks.

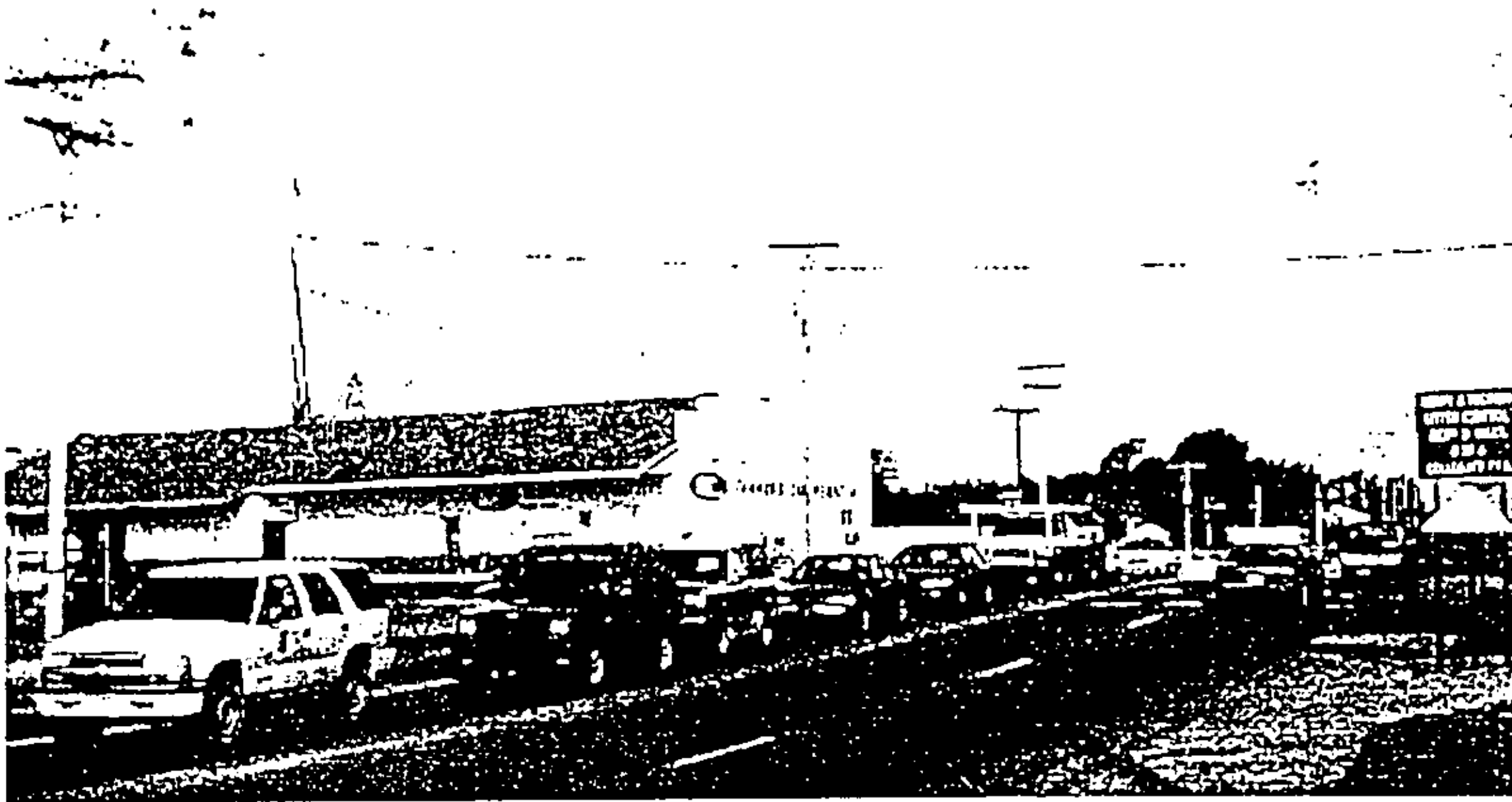


Exhibit "C"

Our proposal for the new West Avenue, Sixth Street connection involves utilizing the abandoned railroad right-of-way which lies more directly in line with West Avenue and farther west of the above-mentioned proposal. An example of how curbs, right-of-ways and landscaping might work can be seen in the drawing marked Exhibit "D".

Respectfully submitted,

A handwritten signature in cursive script that reads "Laura Kelly".

Laura Kelly

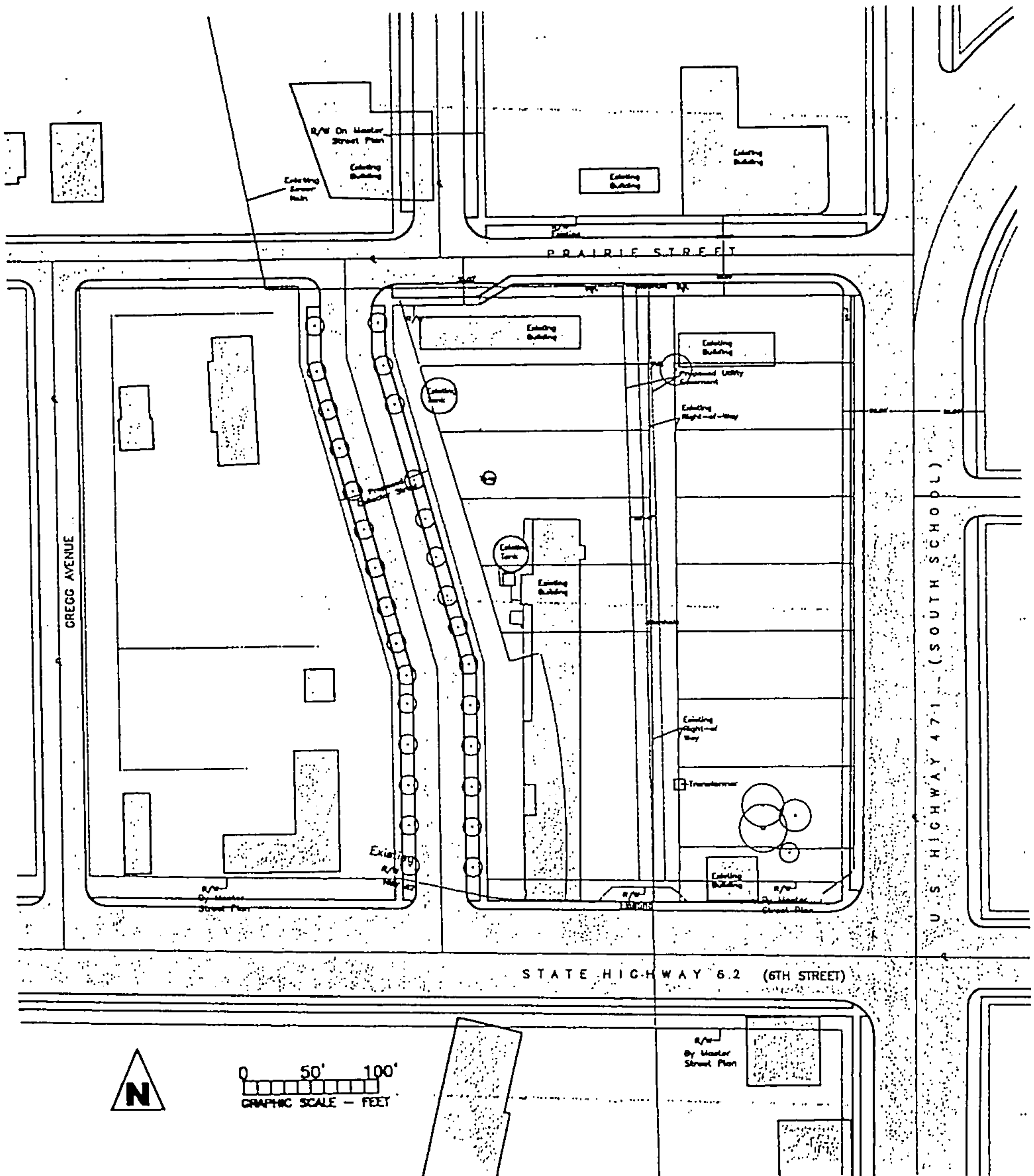


EXHIBIT "D" "

AD 99-1
C.13.10

Know all Men by these Presents, That I, Audry Louise Fullington, in my own right,

~~My wife.~~

ENTERED JAN 27 1966

for and in consideration of the sum of one dollar and other considerations

CP

~~DOLLARS~~

to me in hand paid by City of Fayetteville, Arkansas,

do hereby Grant, Bargain and Sell unto the said City of Fayetteville, Arkansas, its successors,

~~And assigns,~~ the following described land, situated in Washington County, State of Arkansas, to-wit:

A part of lots 17, 18, and 19 in Block 14, in Ferguson's Addition to the City of Fayetteville, Arkansas, described as beginning at a point midway between the northeast corner and southeast corner of lot 19 on the west line of the 12 foot alley along the east side of said lots, thence south to the north line of Wall Street extended or U. S. Highway 62, thence west eight feet, thence north to a point eight feet west of the beginning point, thence east to point of beginning, being a strip eight feet wide off the east side of said lots, coinciding with an eight foot strip heretofore conveyed on north of said strip heretofore conveyed, for the purpose of adding eight feet to the twelve foot alley running north and south across said block so that same shall now be a twenty foot alley. In the event granted or the public uses or attempts to use said property herein conveyed for purposes or any purpose other than for a street and free passageway, then said property shall revert to grantor, her heirs and assigns.

RECEIVED

AUG 5 1981

OFFICE OF CITY PLANNING
Fayetteville, Arkansas

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said City of Fayetteville, Arkansas,

Audry Louise Fullington,

heirs and assigns, forever. And I, the said

hereby covenant that we are lawfully seized of said land and premises; that the same is unincumbered, and we will forever warrant and defend the title to the said lands against all legal claims whatever, and hereby convey all homestead right in and to the same. ~~XXXXXXXXXXXXXXX~~

in consideration of said sum of money, do hereby release and relinquish unto the said X

X all my interest, right, title and power and convey my homestead in and to said lands. X

WITNESS our hands and seals, this 17th day of October 1944.

Executed in Presence of

Mrs. Audry Louise Fullington (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF ARKANSAS,

ACKNOWLEDGMENT

County of Washington,

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Audry Louise Fullington, in her own right,

to me well known as the grantor in the foregoing Deed, and stated that she had executed the same for the consideration and purposes therein mentioned and set forth, and released and conveyed all homestead right in and to the same.

And on the same day also voluntarily appeared before me the said wife of the said

to me well known, and X by the absence of the said husband declared that she had, of her own free will, executed this instrument and signed and sealed the relinquishment of dower and conveyed homestead right in the foregoing Deed, for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

Witness my hand and seal of such Notary Public this 17th day of October 1944.

(SEAL)

Glen Wing
Notary Public

My Commission expires

21st

day of

February

1948

Filed for record this 21st

day of

October

1944

at 11 o'clock A.M.

By Deputy Clerk.

Clerk and Ex-Officio Recorder.

\$1.50 paid.

343/266

STAFF REVIEW FORM

xx _____ AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting March 16, 1999

FROM:

Connie Edmonston

Parks & Recreation

Public Works

Name

Division

Department

ACTION REQUIRED:

Review of an annual report from the Botanical Garden Society of the Ozarks, Inc.

COST TO CITY:

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:

Review of annual report.

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

Date

Cross Reference

New Item: Yes No

Prev Ord/Res

#:

Orig Contract

Date:

STAFF REVIEW FORM

Description _____ Meeting Date _____

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

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 23, 1999

SUBJECT: Botanical Garden Society of the Ozarks, Inc. Annual Report

On September 2, 1997, the City Council approved a 25 year lease agreement with the Botanical Garden Society of the Ozarks, Inc. for 99 acres on the southeast side of Lake Fayetteville. According to the lease agreement, the Botanical Garden Society is to present an annual progress review to the Parks and Recreation Advisory Board (PRAB) and the City Council. A presentation was made to PRAB on October 5, 1998. Enclosed is the annual report for your review.

Attachments:
Annual Report
Map



BOTANICAL GARDEN SOCIETY OF THE OZARKS, INC.

P.O. Box 3079 • Fayetteville, Arkansas 72702-3079 • 501-443-6638

BOTANICAL GARDEN SOCIETY OF THE OZARKS, INC.

1998-99 ANNUAL REPORT

- Grant awarded to BGSO by the Stanley Smith Horticultural Trust in the amount of \$20,000 for part-time Director's position. Society's first paid Director, Donna Porter, began position 1-98. Position was refunded for 1999. Plans are for this position to become full-time in 2000.

- BGSO forms first Advisory Council consisting of the following 11 members: John Lewis, Ann Henry, Olivia Sordo, Dan Ferritor, Bill Rogers, Leta Harrison, Dick Bennett, Sarah Burnside, Cy Sutherland, Merlin Augustine, Carl Totemeier

Phase One Development progress:

- A nationwide **search for a Landscape Architectural firm to develop the garden's Master Plan** began last September and resulted in the selection of two firms from a list of twelve. An interview was conducted on January 20, with Environmental Planning and Design out of Pgh, PA. Council woman Heather Daniels attended. The Portico Group out of Seattle, WA came to town to interview on February 11. (Interviews were video taped by FGC Channel 3, and are being shown on Channel 3). Both of these firms possess extensive experience in master planning of botanical gardens. BGSO's Master Planning Committee will make their recommendation to the BGSO Board at the March Board meeting. Funding is being sought for the master planning. Fayetteville's A & P allocated \$8,000 of matching funds toward the master plan. Projections are to begin this work in September 1999. Master Planning will not begin until all funding is secured.

- **"Site Work"** is conducted every 3rd Saturday of the month, 8 months out of the year by our volunteers. Site work includes trail maintenance, plantings, trash pick-up, small construction projects, sign installation, etc... Many of the following items are results of this volunteer work:

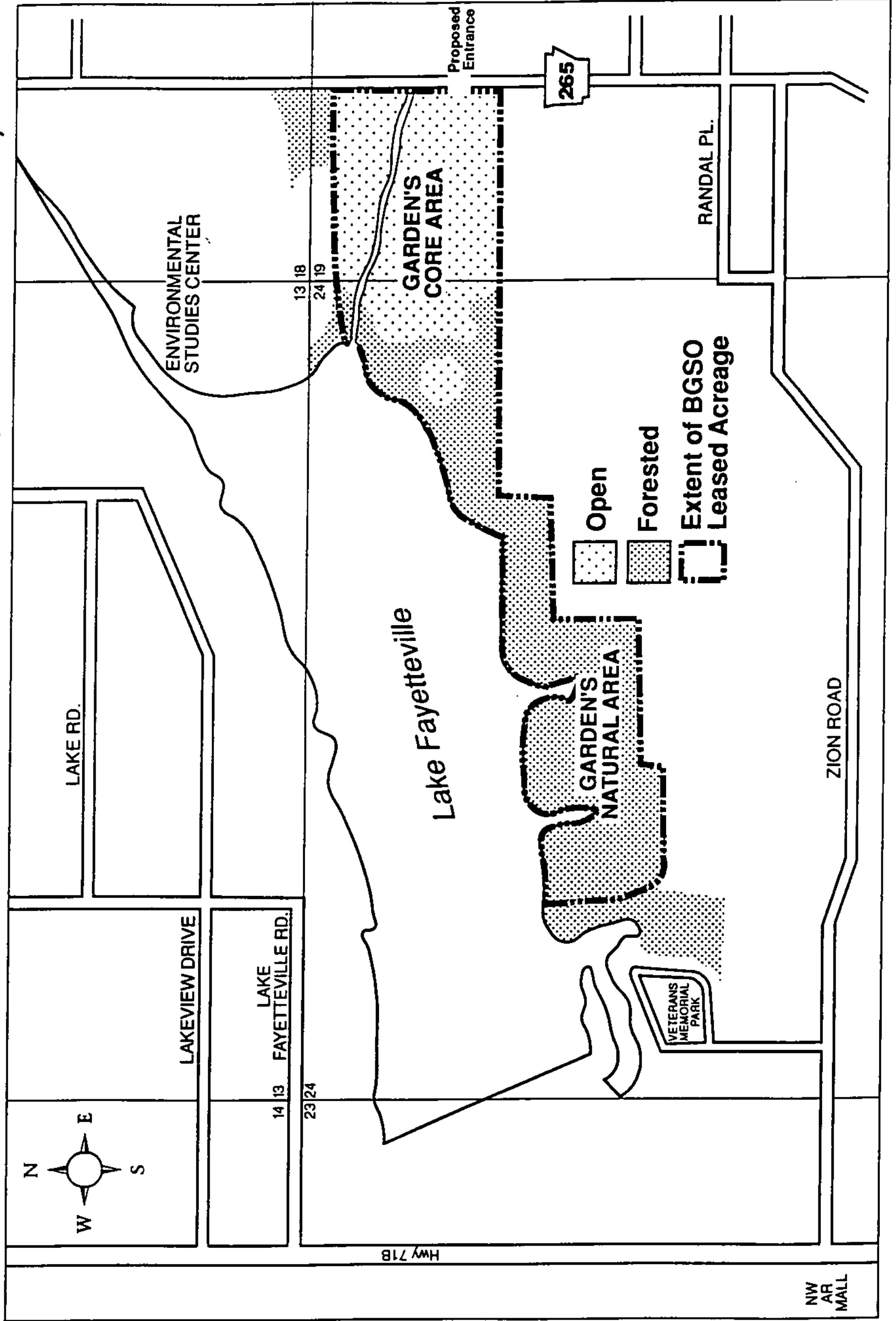
- **Trail** work has continued from the east to west. Must walk trail from the east to appreciate the work that has been completed. Approx. 1/3 of trail has been completed. Trail work entails:

- Removal of fallen limbs along trail
 - Spraying of poison ivy along trail (done in compliance with City's pesticide ordinance). Will repeat spray this summer.
 - Clearing of a swath, approx. 5 feet from center of trail, on each side of trail. This allows for easier accessibility. Does not entail removal of any large trees. Undesirable plants are removed by grubbing out roots versus pruning back. Also includes selective pruning of tree limbs.
 - Removal of Japanese Honeysuckle from trees and trail.
 - Picking up trash along trail and along lake shore
- "Future Home of the Botanical Garden of the Ozarks" **sign constructed** and installed on northeastern portion of site along hwy. 265.
- First **Commemorative tree planted** on site in memory of Dr. William Bonner in conjunction with U of A Landscape Architecture Dept. Our Commemorative Tree Planting Program offers 1-1 1/2" caliper trees to be planted on the site, planted and maintained by BGSO volunteers with plaques. Cost for a commemorative tree is \$500.00. Proceeds from this program go toward site projects.
- In spring and summer of 1998, BGSO contracted with two growers to grow wildflower seedlings for the **Wildflower Meadow**. BGSO contracted with growers so that established plants were installed versus seeds. This should greatly improve success rate. BGSO's volunteers transplanted 4,000 seedlings from pots into the Wildflower Meadow in the fall of 1998. This area covers approximately 15,000 square feet and is the first significant planting installed on the site. Pathways throughout the planting will allow for public access and will make labeling and maintenance of the wildflowers easier. Maintenance of this planting will be a priority on our site work days. Remaining wildflowers were planted throughout site in February.
- BGSO's Plans & Properties Committee is drafting **designs for a small, temporary maintenance building** on the site. This building will be used mainly for tool storage. Location for this building is to the south of the trail's eastern head, near the woods edge. Funding and in-kind materials are being sought. Construction is planned to begin in spring of 1999. (Will submit construction plans to Parks Board if necessary).

OTHER

- Funding to reprint and distribute 2,500 Tree Trail Guides was obtained through The Ozark Society Foundation. The Tree Trail guide corresponds to the labeled trees along the trail and will serve to encourage more public use of this trail and for educational purposes.
- Funding for a Site Managers position are being sought for the year 2000. This person will be responsible for site projects and site maintenance.
- General Liability Insurance policy was acquired in January of 1998. A copy of this has been provided to Connie Edmonsten. This policy was renewed in January of 1999.

BOTANICAL GARDEN SOCIETY OF THE OZARKS, INC. LEASED ACREAGE AT LAKE FAYETTEVILLE (TOTAL 100 ACRES)



STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF March 23, 1999

FROM:

Marvin Hilton

Cable Administration

Administration

Name

Division

Department

ACTION REQUESTED:

A presentation for informational purposes of the Cable Board's findings, known as the "Fayetteville Cable Franchise Needs and Interests Assessment." This study will be used as a basis from which the Franchise Negotiating Committee makes its decisions concerning the terms of the Cable Franchise Renewal.

COST TO THE CITY:

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

BUDGET REVIEW:

☐ Budgeted Item ☐ Budget Adjustment Attached

Steph Davis 3-9-99
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn J. Cramer 3-9-99
Accounting Manager Date

e. Rn 9 Mar 99

Nice 3-9-99
City Attorney Date

Purchasing Officer Date

GRANTING AGENCY:-

Yolanda Gaults 3-9-99
Internal Auditor Date

ADA Coordinator Date

STAFF RECOMMENDATION:

Marvin Hilton 3-9-99

Division Head Date

J. Stenarius 3.9.99
Department Director Date

Administrative Services Director Date

Mayor Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: MAYOR HANNA AND COUNCIL MEMBERS

FROM: MARVIN HILTON, CABLE ADMINISTRATOR *MA 3-9-99*

SUBJECT: CABLE FRANCHISE RENEWAL "NEEDS & INTERESTS ASSESSMENT"

DATE: MARCH 9, 1999

The Cable Board, at their March 8, 1999 meeting, voted to present to the City Council, as an informational item, their findings, known as the "Fayetteville Cable Franchise Needs and Interests Assessment."

The City of Fayetteville's Cable Franchise agreement expires November 1, 2000. Mayor Hanna appointed a Negotiating Committee in May of 1997 and the "window" of negotiations opened in November of 1997 and preliminary negotiations were begun.

Cable Franchise consultants across the country emphasize the importance of conducting a "Needs and Interests Assessment" in the Renewal process. The process of conducting a "Needs and Interests Assessment" serves three purposes:

1. A "Needs and Interests Assessment" will assist the Negotiating Committee in determining their goals and objectives and enable them to more effectively and credibly present their position at the bargaining table.
2. A "Needs and Interests Assessment" can serve as a major part of the required "ascertainment" under the Cable Act if the "formal" renewal process becomes necessary. TCA Cable TV and the City of Fayetteville have mutually agreed to do the more efficient "informal" renewal process. However, if either party, at any point in the negotiations demands it, the formal process must be used which requires an "ascertainment." In either case, it is best if the City approaches the renewal process as if it will be necessary to go through the full formal process.
3. A "Needs and Interests Assessment" informs the public and the local government and its negotiators about the community's needs and interests in a cable system.

A "Needs and Interests Assessment Steering Committee was formed in May of 1997. Several "Focus Groups," interviews, a survey of City departments and divisions, letters of recommendations and one page surveys were used to collect information about Fayetteville's

Needs and Interests in a Cable Television system. After more than a year A preliminary "Needs and Interests Assessment" was presented to the Cable Board, the Negotiating Committee and the press in June of 1998. New information is being added from time to time.

An updated version of the "Fayetteville Cable Franchise Needs and Interests Assessment," revised March 1999 will be available in the City Clerk's office or the Cable Administrator's office.

See the Attached:

1. Excerpt from the Cable Board Meeting minutes of March 8, 1999 item number 6.
2. A Summary of the "Fayetteville Cable Franchise Needs and Interests Assessment" ("Fayetteville Cable Franchise Needs and Interests Assessment" a document of over 120 pages will be available at the office of the Cable Administrator or in the City Clerk's office.)

Excerpt from the

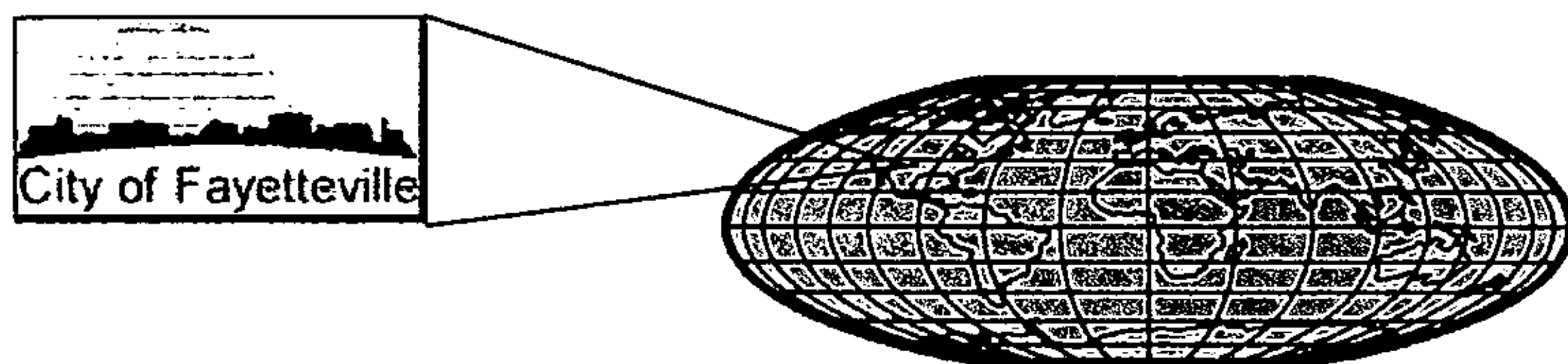
CABLE TELEVISION BOARD MEETING

March 8, 1999 at 5:15 PM
Fayetteville P.E.G. Television Center
101 Rock Street

1. **Call to order and roll call.**
2. **Approval of the minutes from February 18, 1999**
3. **Adoption of the agenda.**
4. **Subscriber complaints and compliments.**
5. **Report from TCA manager, Dennis Yocum.**
6. **Franchise Renewal and the needs and Interests Assessment.**
 - A. **Institutional Network.**
 - B. **"Needs and Interests Assessment" on the City Council Meeting agenda.**

Board Member Ron Warren Moved that the "Needs and Interests Assessment" be presented for informational purposes only to the City Council at the next available meeting. The motion was approved unanimously by the Cable Board.

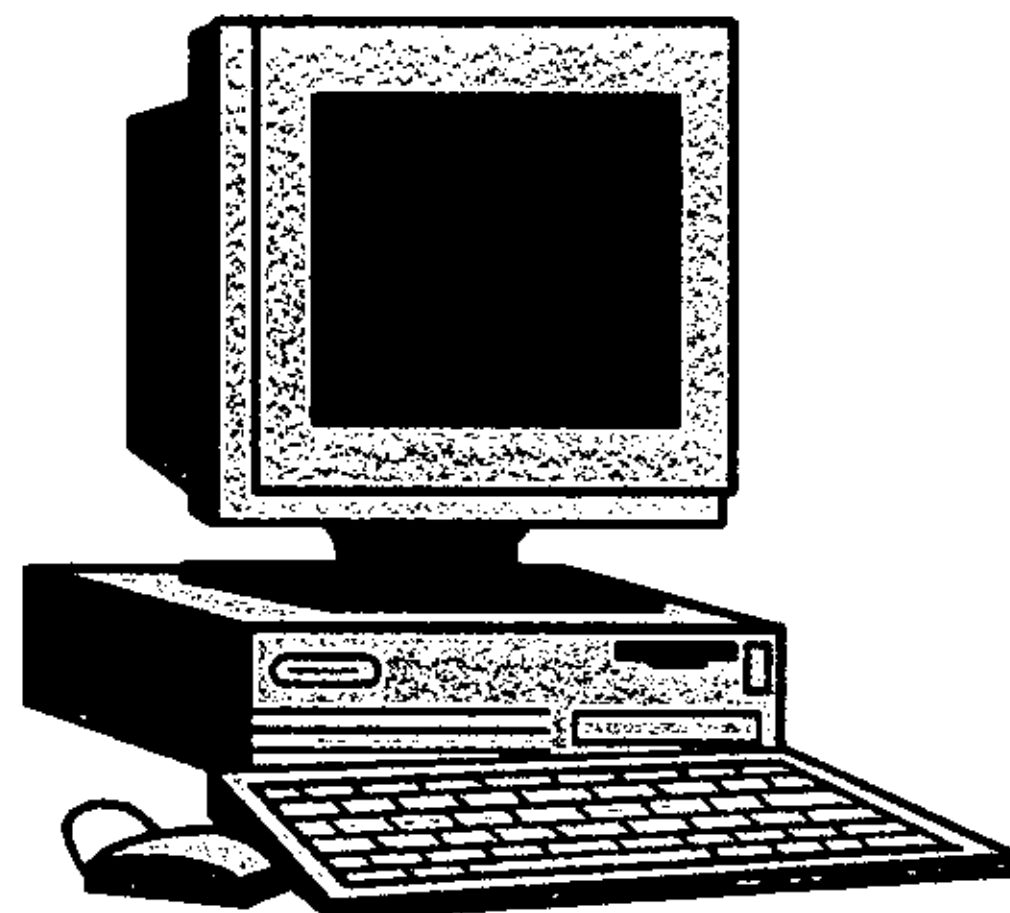
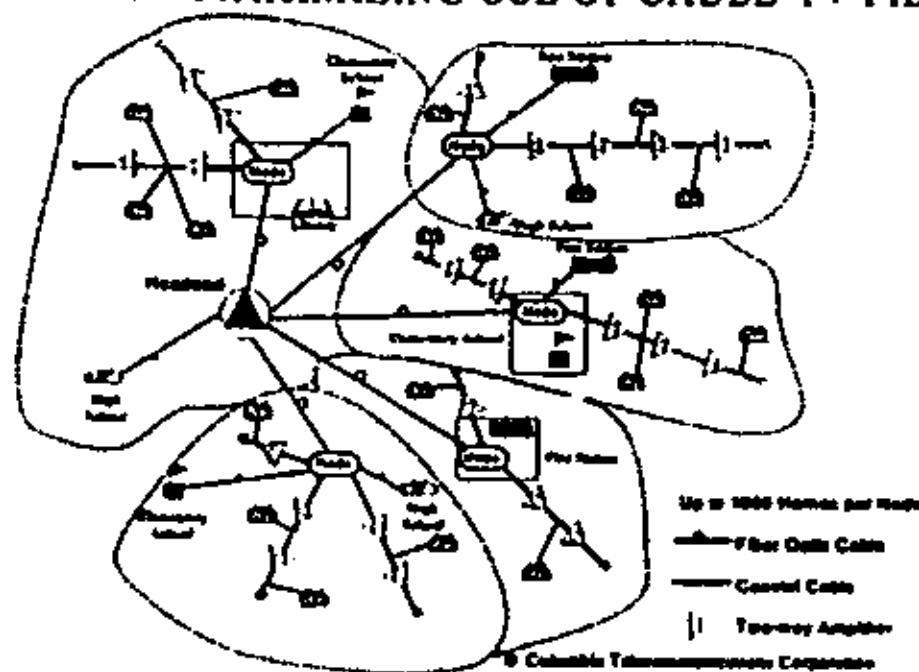
7. **Additional Board member comments.**
8. **Citizen Comments.**
9. **Other business.**
10. **Agenda for the next meeting, April 15, 1999.**
11. **Adjournment.**



Fayetteville Cable Franchise Needs and Interests Assessment

Revised March 1999

DESIGN MAXIMIZING USE OF CABLE-TV FIBER



Fayetteville Cable Franchise Needs and Interests Assessment

Submission of Data to the
Cable Negotiation Committee

Revised March, 1999

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Acknowledgements

Thanks go to many people who helped conduct this study for the Fayetteville Cable Board. All of the citizens listed below played a role in the planning of the study and the gathering of the data. However, special recognition should be made of the work done by **Paul Justus**, a government channel employee who transcribed all of the tape recordings and compiled all of the survey results used in the study, and to **David A. Young**, director of the Fayetteville Advanced Spatial and Service Technology program at Fayetteville High School, who helped to train the Focus Group Leaders.

Our appreciation goes to:

John Lewis, chairman of the board of the Bank of Fayetteville; **Bob Craig**, compressed-video facilitator for the University of Arkansas; **Clint Brooks**, compressed video facilitator for Northwest Arkansas Community College; **Craig A. Brown**, associate director of network services with University of Arkansas Computing Services; **Bill Ames**, independent video producer.

Christopher Corke, member of the franchise renewal committee and the Cable Board; **Gail Quillen**, technology coordinator for Fayetteville Public Schools; **Cassandra Barnett**, Leverett Elementary School media specialist; **Chris Krueger**, public relations director at Washington Regional Medical Center.

Cyrus Young, Fayetteville City Council; **David Merrifield**, associate director of Computing and Computing Services UA; **Don Deweese**, retired administrative assistant for information services for Fayetteville Public Schools; **Eric Gorder**, UA Computing Services; **Frank Bland**, Eureka Springs resident; **Jeffrey Waits**, video production technician.

Jerry Jansma, former public access board member; **Jim Swartz**, UA Graduate Education- **Jim May**, former manager of Community Access Television; **Jim Bemis**, Cable Board member; **Jonelle Grace**, Arts Live! director; **Larry Foley**, UA department of broadcast journalism.

Lloyd Calhoun, Cable Board member; **Marilyn Snapp**, Fayetteville Chamber of Commerce; **Mark Shaw**, UA Computing Services; **Melanie Lowery**, technical specialist with the Arkansas Department of Information Systems, Office of Information Technology- **Roger Haney**, Washington County assistant county administrator; **Susan Adkins**, associate director for academic research and client services for UA Computing Services.

Carl Bowling, UA electronic engineering professor; **Woody Charlton**, Cable Board member; **Richard Jones**, UA electronic engineering professor; **James Alford**, Cable Board member; **Jim Goodlander**, manager of Community Access Television.

Ruth Voss, director of the Faulkner-Van Buren County regional library system; **Kathleen Green**, technical coordinator, St. Joseph High School of Conway; **Mark Peterson**, community development specialist for the Arkansas Cooperative Extension Service; **Barry Orton**, professor of telecommunications, University of Wisconsin at Madison; and from the Conway Corporation, **Richie Arnold**, chief financial officer; **Bill Hegeman**, chief executive officer; and **Kelly Griffin**, network services administrator.

Steven Kizzar of the Washington County Information Systems, **Scott Huddleston** City of Fayetteville Information Technology Manager, **Rowland McKinney** Data Network Account Executive with AT&T, **Ron Warren** of the University of Arkansas Department of Communication and **John Goddard** of the City of Fayetteville Division of Information Technology.

Summary

Telecommunication resources are becoming critical to local communities -- for business, education, health services, and delivery of government services. Local governments must now pay as much attention to their information infrastructure as they do to roads, waterworks and utilities. As Fayetteville's cable franchise comes up for renewal, the Fayetteville Cable Board sought to research these concerns and asked for a year-long needs and interests assessment.

Beginning with a small committee - and eventually involving scores of Fayetteville citizens and others - the Fayetteville Cable Needs and Interests Assessment Committee had two purposes:

- One, to collect data that would form the basis for the City of Fayetteville's new contract with TCA Cable, one that would result in additions to our telecommunications infrastructure -- that is, the cables, hardware, software and training that will help our citizens take full advantage of advances in information technology.
- Two, to help the Cable Board begin to design a Telecommunications Plan that would help the City make similar decisions in the future as the competition among technologies increases. The information will also help us design our future studies.

A needs and interests assessment is a logical step to take before entering into an agreement that will lock in our local technology for years. However, a recent court case in Kentucky suggests that the assessment carries considerable weight - that cable companies, under the Cable Act, should defer to a City's identification of the community's cable needs and interests.

The City is legally prevented from requiring specific television programming from a cable provider -- that is, the City cannot say to TCA, "You must put the Travel Channel on the system before we will give you the contract." However, we believe that TCA can and will be willing to commit a grant for equipment and services for the community -- as Warner Cable did during the last franchise period to establish our public, educational and governmental access center.

This summary will not draw conclusions as to what services are needed -- that is a task for the negotiating committee. The single recommendation included here is to suggest to the negotiating committee that the new contract require that the cable company conduct regular random-sample studies of our community so that we can continue to understand what Fayetteville cable subscribers want in the way of cable services.

We have found much interest -- as is evident in this report -- in an institutional network within the city. An I-Net Design Team is continuing to meet in order to make recommendations to the negotiating committee. Additional information will be added to this report as it becomes available.

Here is a summary of what our study found.

Cable Television

Cable Programming -- In general, respondents were most interested in programming having to do with education and nature/science. Many expressed dissatisfaction with the current tier structure.

Concerning P.E.G. access, respondents showed an interest in more diverse programming, channels set aside for specialized programming, and a wider reach throughout the two-county area. Barriers to use of the P.E.G. channels identified most often were "lack of information or awareness" and "lack of interest or time." However, in their comments, most respondents noted that they lacked the time, but not the interest.

Telephone Calls and Suggestions from Cable Board Meetings As mentioned before, the City cannot require specific programming. For informational purposes, the Cable Administration Division of the City kept a list of programming requests mentioned at the Cable Board meetings and in telephone calls from subscribers. C-Span II, TBN (Trinity Broadcasting Network), and UPN (United Paramount Network) were some suggested as additions to the present programming line up. The Sci-Fi channel and Fox News were also suggested but have since been added.

It was also suggested, by Cable Board member Woody Charlton, that the cable system be rebuilt to 940 MHZ capacity.

Letters of Recommendation -- A Recommendation was received from the Fayetteville Public Schools expressing interest in a cable channel dedicated to the School District. A letter was received from a Washington County Quorum Court Justice of the Peace requesting that the Quorum Court meetings be cable cast throughout Washington County on the cable system.

PEG Television Center Capital Improvement Program -- The City of Fayetteville Capital Improvement Program for the Cable Administration Division call for \$451,000 over a five year period. This program has only been partially funded.

Customer Service -- Respondents noted good service generally, but were quite dissatisfied with cable rates.

Technical Quality -- Again, respondents generally were satisfied with technical quality, but several mentioned poor sound quality. Concern about whether TCA would be willing to keep up with changing technology was also mentioned frequently.

Information Services via Cable

Public Hearing on the Cable System Franchise Renewal -- Persons who attended the public hearing in November were interested almost exclusively in informational services via cable. They expressed interest in high-speed, high-capacity Internet service that will deliver full-motion, two-way video.

Public Hearing on the Institutional Network -- Speakers at the Institutional Network public hearing expressed a great deal of interest in an Institutional Network. They also mentioned numerous needs. Questions were raised about how such a network will be managed and what impact it will have on Internet Service Providers.

Institutional Network Studies -- Studies conducted by the City's Cable Administration Division and Dr. Ron Warren of the U of A Communication Department show a keen interest in an Institutional Network. Thus far, 42 potential connection sites have been identified and their physical addresses

verified. Plus the traffic department has identified 57 current and 24 future street intersections needing connection. The I-Net Design Team is continuing to meet in order to determine the extent, technical standards and configuration of the network.

FROM THE SURVEYS:

Home Computer Use -- The survey showed 73 percent of the respondents regularly use a computer at home, and another 6 percent use one occasionally.

Barriers to Personal Technology Use -- By far, respondents identified the cost of technology and the need for training as the primary barriers to personal technology use.

Interest in Computer Training -- Respondents were most interested in Internet training, while basic computer training, Web page design and other software use were also of high interest.

Interest in Electronic Services -- Internet access was highest in interest, but many identified distance learning as well.

Interest in Institutional Network Services -- Partly as an educational tool, the survey asked respondents if they would be interested in using a network for everyday informational tasks. The greatest interest was "Ask police to check my home while I'm on vacation," followed by "Check on the availability of a library book" and "Comparison shopping."

Respondents were also asked to provide "other ideas" in these electronic services categories and from their responses shown in the Comments section of this report, it seems that interest in this area is high.

Use of Information -- This section of the report shows the responses when the Focus Groups met and brainstormed about how they use information and how their use might be aided electronically.

Interviews -- The persons interviewed on videotape for this report are knowledgeable in their areas of information exchange. We are fortunate to have such expertise available locally to help us stay abreast technologically.

Many of them point out the educational and economic benefits to using our cable franchise to improve our communications infrastructure.

To further summarize, Needs and Interests were expressed for three major items:

1. Institutional Network
2. Capital Improvements funds for PEG Access
3. Additional PEG Access channels

We would like to extend our sincere thanks to all who participated in the study and who helped report the findings.

Katherine Shurlds
Chairman
Needs and Interests Assessment Committee

Marvin Hilton
Cable Administrator

Methods

The mission of the Needs and Interests Assessment Committee:

- a) To identify the current methods of communication existing in Fayetteville;
- b) To assess the communications needs and interests of local residents and institutions; and
- c) To make recommendations to the Fayetteville Cable Board about how the City of Fayetteville and the franchisee (TCA Cable) can work together to serve the region's communication needs for the next decade.

The following methods were used (see documents in the Appendix):

A small committee met in May and June 1997 to plan the study.

A technology group was formed and a brainstorming session was conducted with this group on June 2, 1997, at the University of Arkansas. This technology group also provided assistance to the Focus Groups during their meetings later in the year.

On June 30, 1997, a Focus Group Leaders (FGLS) brainstorming session was held at Ozarks Electric Cooperative. Under the direction of a professional facilitator, the FGLS discussed what they saw as the region's communication needs for the next decade. They later were given instruction on how to build a Focus Group and how to get information from the group once it was formed.

During August, the committee devised the guidelines for Focus Groups' meetings and wrote the Individual Survey reproduced at the end of this report. Letters were sent to civic organizations asking for a speaking engagement for January, February or March.

The Focus Groups met during the next months and their results were transcribed.

A public hearing was held on Nov. 17, 1997, at City Hall, preceded by several announcements on the Government Channel to raise interest. About a dozen citizens attended, and, with the exception of one, all were there to express their interest in high speed Internet connections via cable.

A public hearing considering an Institutional Network for the City of Fayetteville was held on November 16, 1998. This was preceded by several announcements on the Government Channel, local Newspaper and on the Internet.

Cable Administrator Marvin Hilton sought out the expertise of several local citizens as well as others for the project. His televised interviews with them were shown on the Government Channel and are reproduced in this report.

Hilton also spoke to the civic groups that responded to the mailing. A separate, shorter survey was designed for this use.

During the course of the study, it became clear that more study was needed concerning the need for an institutional network. A committee was formed to undertake the study.

Later in the process, Hilton formed a Institutional Network Design Team composed of Experts from the City, the County, Local Industry and the University of Arkansas. The work of this team is continuing.

Hilton also conducted a survey of the City Departments and Divisions and their Needs and Interests in an Institutional Network.

Dr. Ron Warren of the University of Arkansas Communication Department conducted a study of the number and locations of buildings and the kinds of communications services needed on the Institutional network.

Throughout the process, the committee sought and received information from experts from other cities across the state and the country.

Although the committee hoped to conduct a scientific, random telephone survey, this was not possible because of lack of funding.

Recommendation: Franchises in other cities require cable companies to conduct such scientific studies during the course of the franchise. This should be included in the Fayetteville contract so that better data can be collected for the next franchise negotiation. If possible, the contract should also state a requirement that the Cable Board be involved in the development of the survey instrument.

**MINUTES OF A MEETING OF THE
PLANNING COMMISSION**

A meeting of the Planning Commission was held on Monday, March 22, 1999 at 5:30 p.m. in Room 111 of the City Administration Building, 113 W. Mountain, Fayetteville, Arkansas.

ITEMS CONSIDERED

Approval of March 8, 1999 Minutes
AD99-2: Walgreens, pp 220
Nomination for Chair, Vice Chair, Sec.
AD99-1: Town Creek Builders, pp 523
VA99-3: Town Creek Builders, pp 523

ACTION TAKEN

Approved
Approved
Approved
Approved with conditions
Approved with conditions.

MEMBERS PRESENT

Bob Estes
John Forney
Lorel Hoffman
Sharon Hoover
Phyllis Johnson
Loren Shackelford
Gary Tucker
Lee Ward

MEMBERS ABSENT

Conrad Odom

STAFF PRESENT

Janet Johns
Alett Little
Ron Petrie
Dawn Warrick

STAFF ABSENT

CONSENT AGENDA

Approval of the minutes from the March 8, 1999 meeting.

AD99-2: Administrative Item Walgreens, pp 290

This item was submitted by Matt Crafton of Crafton, Tull, and Associates on behalf of Walgreens for property located at the northwest corner of College Avenue and Township Street. The request is to discuss contributions for improvements to Township Street.

Staff recommended approval subject to the cost estimates in the letter from Robert Crafton dated March 11, 1999 in the amount of \$24,975.

Commission Discussion

Forney: Does any member of the Commission wish to remove anything from the Consent Agenda? If not, will you call the roll?

Roll Call

Upon roll call the consent agenda was approved by a vote of 6-1-1. Mr. Estes voted against the motion and Mr. Ward abstained.

Planning Commission Minutes
March 22, 1999
Page 3

Nominating Committee Report

Forney: The Nominating Committee held our meeting after the Subdivision Committee Meeting and we submit the following candidates:

Phyllis Johnson - Chair
Bob Estes - Vice Chair
Lee Ward - Secretary

Does any one wish to add to the nominations? Seeing none, we will accept the ballot. We are not voting on this ballot tonight. We will vote on this at the first meeting in April.

AD99-1: Administrative Item
Town Creek Builders, PP 523

This item was submitted by Laura Kelly on behalf of the applicants for property located at 404 West Sixth Street, at the northwest corner of S. School Ave. and West Sixth Street. The property is zoned C-2, Thoroughfare Commercial and contains approximately 2.3 acres. The request is to relocate a proposed Master Street Plan collector street from the center of the subject property to the western edge of the property within an abandoned railroad right of way.

Staff recommended approval and felt that the solution suggested by the applicant was a reasonable way to accommodate the intent of the Master Street Plan while maintaining adequate space within the subject property for development.

Laura Kelly and Robert Sharp were present on behalf of the project.

Conditions of Approval

1. The applicant shall obtain (if necessary) and dedicate sufficient right of way along the western boundary of the subject property for the Master Street Plan proposed collector street.

Commission Discussion

Forney: Is the applicant clear on the conditions and do you accept the condition?

Kelly: I am not clear on that condition. I asked the engineer about that today and I was told that there would be more conditions on approval.

Forney: Perhaps the staff could clarify that for everyone involved.

Little: All we're saying is that we do recommend the amendment of the Master Street Plan to move it over into the railroad right of way and in doing that, we wanted to make sure that the applicant knew that when the other project came through, that there could be assessments for the improvement of that street. We don't know yet. We have not done that review.

Forney: For tonight, we're only moving the Master Street Plan designation, we're not actually planning that street or its width, etc.

Little: That's correct.

Forney: Would you like to make additional presentation with your overhead?

Planning Commission Minutes

March 22, 1999

Page 5

Kelly: I can, if there is need for it.

Public Discussion

None.

Further Commission Discussion

Hoffman: Was staff not concerned with the offset to the existing street to north?

Little: We are. It is best to look at that on page 4.7 of your agenda which does show the proposed collector street. The street to the north is West Street and the former location of the Master Street Plan street was further to the east so this is less of a jog than it would have been if we leave it in its current alignment. We feel like it is better and there is a building in between. If there is to be a smooth transition, it would require that a building be removed although that is just a rather small jog, we could possibly develop it in that same way. This is less of a jog than our old plan.

Kelly: I tried to illustrate that here. The purple is the rights of way for the proposed street. The green is the easement and that is where the street was going to run originally. You can barely see where West Street comes in at the top.

Hoffman: If it is such a slight offset, why couldn't we just go ahead and line it straight up?

Little: Parts of the existing building are located there. It is something that could be considered and might best be considered at large scale. The reason that we do want to bring this item forward now is we didn't feel like that we could recommend a vacation which is the next item on the agenda without at least an exchange. This is a clean exchange because it is the railroad right of way.

Tucker: Do we presently have just a right of way or do we have something on the ground so to speak?

Little: There is an alley located in that area and it is currently paved. It is not paved in the manner that streets would be paved. It's paved in the manner that a street would be paved. It's paved in the manner that a parking lot would be paved. Although it is surfaced, it is not suitable for street use.

Tucker: It's a private alley?

Little: It's not private because it was built in the public right of way. It has been used in

a private manner simply because the present owner and the future owner would own the property on both sides of it. Given that, the person that owns the properties on both sides generally uses alleys in whatever way it best fits their purpose and in this instance, they were able to pave over it and they used it for some truck traffic. They have used it for parking.

Tucker: Are we giving up anything by just going for a right of way in the new proposal as opposed to what we have now?

Little: No. I think we're gaining quite a bit by the proposal. The main thing that we're gaining is we're gaining enough to actually make a street on and what we have now is not really wide enough to make a street. We would have to acquire additional property. For that reason, I think this is a good exchange.

Forney: The platted alley will remain. Because we're moving the Master Street Plan designation does not remove that public alley.

Little: It doesn't but the next item on the agenda is the request for the vacation of that.

Ward: We need to do everything we can to facilitate the redevelopment of South College and Sixth.

MOTION

Mr. Ward made a motion to approve AD99-1 subject to the condition of approval and comments.

Mr. Shackelford seconded the motion.

Further Discussion

Johnson: Who owns what we are calling the railroad right of way?

Kelly: We do not own it. A private land owner -- the railroad has sold the right of way to Stan Foster.

Sharp: The railroad right of way is currently owned by a man named Stan Foster in Paragould, Arkansas. He is working with us. His primary business is salvaging feed mills and we are working with him to salvage the feed mill and buy the property from him. We have discussed the street business and in part of our dealing with him that it is contingent upon him selling us that land. We feel that if the project goes forward, we will be able to get that land to dedicate the right of way necessary.

Planning Commission Minutes

March 22, 1999

Page 7

Little: Our condition of approval is that it is switched to that right of way provided the applicant obtain and dedicate sufficient right of way along the western boundary of the project per the Master Street Plan proposed collector street. In other words, if they are not able to obtain that property, then this Master Street Plan does not change.

Johnson: I take it all of this means then that this is not in fact railroad right of way. I take it that is just something for convenience to tell us that a railroad used to be there. The railroad must no longer have any interest in this property. Is that correct?

Kelly: That's true. It has recently changed hands.

Forney: So that land is now owned not by the railroad. They do not have a right of way. It owned by another property owner.

Johnson: It's a little confusing to me to call it a railroad right of way.

Forney: I would agreed. Thank you for the clarification. Are there other questions or comments?

Hoffman: I agree that we need to facilitate this redevelopment. I am concerned about traffic problems and creating them with slight offsets. So when this comes through for large scale development, I would strongly discourage driveways accessing Prairie Street from this development.

Kelly: We don't own the land along Prairie Street. That is not part of this development.

Hoffman: Are those small lots?

Kelly: Those two top lots are owned by the Rosewits and Presleys.

Hoffman: And there are existing buildings on them?

Kelly: Yes.

Roll Call

Upon roll call the motion passed with a unanimous vote of 8-0-0.

VA99-3: Vacation
Town Creek Builders, pp 523

This item was submitted by Laura Kelly on behalf of Town Creek Builders for property located at 404 West Sixth Street. The property is zoned C-2, Thoroughfare Commercial. The request is to vacate an alley within Block 14 of Ferguson's Addition. The alley varies in width and runs from Prairie Street on the north to West Sixth Street on the south as shown on the attached drawings.

Laura Kelly and Robert Sharp were present on behalf of the project.

Staff Recommendation

Staff recommended approval of the vacation subject to the conditions as contained in the February 26, 1999 letter from David Jurgens as follows:

1. An easement must be maintained which allows for both existing and future required water and sewer lines. There is a very good change that the existing water line will need to be replaced within the next 20 years. This replacement will require a new line to be installed several feet east of the existing water line in order to maintain separation between the water and sewer lines. Thus, the west boundary of the easement must be no less than 8 feet west of the centerline of the existing (north-south) 18 inch sewer line. The east boundary of the easement must be no less than 17 feet east of the centerline of the existing (north-south) 18 inch sewer line. This easement will meet all current and future water and sewer requirements.
2. The existing 12 inch line which is currently located under the southwest corner of the large structure must be made legal and accessible for maintenance. This can be done one of two ways. First, the line can be relocated around the building. Second, the extreme southern portion of the structure can be removed. It appears that this portion of the building was added to the original structure. The final configuration must be that the sewer line has a cleared 20 foot wide easement centered upon the sewer line. One caveat is that the corner of the original structure (not the add-on which was built over the sewer line) may be allowed to penetrate no more than 2 feet into the easement. If this 12 inch line is relocated, the new line must have flow capacity equal to the existing line.

Structures built in lots 1-9 shall be allowed to tap onto the 18 inch sewer line of these lots as long as they meet one of the two provisions listed below. These provisions are required in order to protect the prospective structures and tenants from the possibility of the sewage from backing up out of the 18 inch sewer main. We generally do not allow connections on these large mains due to the significant flow volume.

- a. The floor of the buildings must be at least 12 inches higher than the manhole upstream from this building's tap onto the sewer main. The sewer clean out must be a pop-up style clean out located such that traffic cannot run over the clean out cap. Additionally, a sewer check valve must be installed in the service line. The clean out and check valve shall be the owner's responsibility to maintain.
- Or,
- b. The building shall have a sewer pump system.
3. All existing water and sewer services must be properly abandoned and new connections made and used for any and all structures constructed or receiving significant renovation. This is to meet the requirement that any new structures shall have services which meet current codes, and to protect the prospective structures and tenants.

Committee Discussion

Kelly: The City of Fayetteville Water and Sewer Maintenance Superintendent, David Jurgens, worked with me to find a satisfactory easement condition in exchange for the alley vacation and he was very relieved at addressing this issue because there are some problems on the site. He has laid down some strict conditions that we will be required to follow because they are attached to our alley vacation. This will allow him legal access to some major sewer lines that he currently does not have safe access to.

Petrie: I request that the letter mentioned in the condition be made a part of the record and the condition of approval.

Forney: That letter is on page 5.3 in the packet.

Petrie: Page 5.3 through 5.5.

Public Discussion

None.

MOTION

Ms. Johnson made a motion to approve VA99-3 subject to the requirements set forth in the two letters appearing on page 5.3 and the other on pages 5.4 and 5.5 and subject to City Council approval.

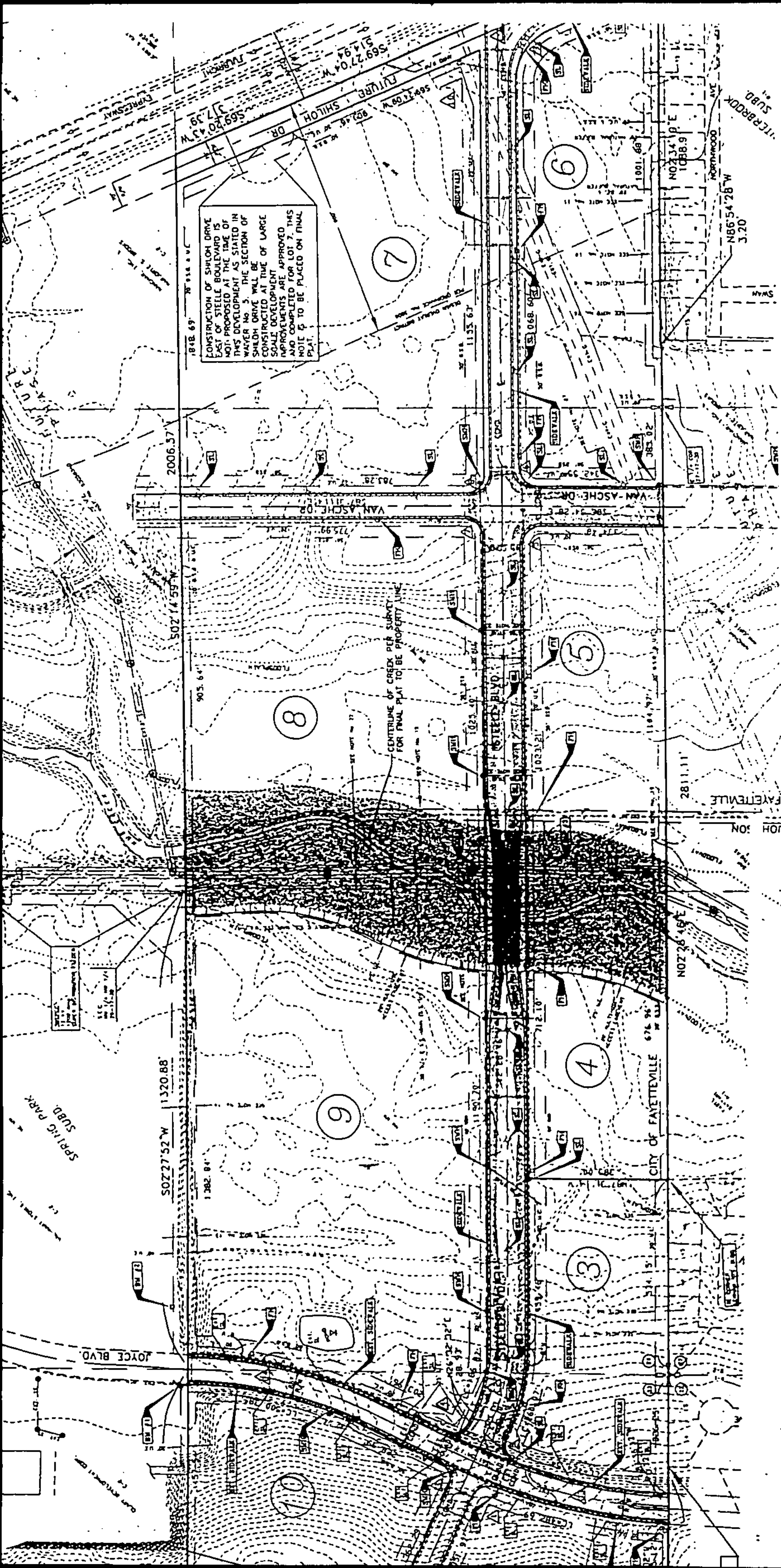
Planning Commission Minutes
March 22, 1999
Page 10

Ms. Hoffman seconded the motion.

Roll Call

Upon roll call, the motion was approved with a unanimous vote of 8-0-0.

Meeting adjourned at 5:50.



CONSTRUCTION OF SHILOH DRIVE
EAST OF STEELE BOULEVARD IS
NOT PROPOSED AT THE TIME OF
THIS DEVELOPMENT AS STATED IN
WATER NO. 5. THE SECTION OF
SHILOH DRIVE WILL BE
CONSTRUCTED AT TIME OF LARGE
SCALE DEVELOPMENT
IMPROVEMENTS ARE APPROVED
AND COMPLETED FOR LOT 7. THIS
NOTE IS TO BE PLACED ON FINAL
PLAT.

CENTERLINE OF CREEK PER SURVEY
FOR FINAL PLAT TO BE PROPERTY LINE

SPRING PARK
SUBD.

JOHN
FAYETTEVILLE

CITY OF FAYETTEVILLE

WATERBROOK
SUBD.

<u>X</u>	Agenda Request
<u> </u>	Contract Review
<u> </u>	Grant Review

FROM:

Administration

Department

A presentation for informational purposes of the Cable Board's findings, known as the "Fayetteville Cable Franchise Needs and Interests Assessment." This study will be used as a basis from which the Franchise Negotiating Committee makes its decisions concerning the terms of the Cable Franchise Renewal.

\$

0

Category/Project Name

0

Program Name

0

Fund

_____ Budgeted Item

 Budget Adjustment Attached

Administrative Services Director

~~GRANTING AGENCY:-~~

GRANTING AGENCY: Yolanda Dadds 3-9-99
Internal Auditor Date

Date _____

Internal Auditor

Date _____

Date _____

ADA Coordinator

Date _____

Date _____

STAFF RECOMMENDATION:

3-9-99

Date _____

3.5.99

Date _____

Date _____

Date _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: MAYOR HANNA AND COUNCIL MEMBERS

FROM: MARVIN HILTON, CABLE ADMINISTRATOR *MA 3-9-99*

SUBJECT: CABLE FRANCHISE RENEWAL "NEEDS & INTERESTS ASSESSMENT"

DATE: MARCH 9, 1999

The Cable Board, at their March 8, 1999 meeting, voted to present to the City Council, as an informational item, their findings, known as the "Fayetteville Cable Franchise Needs and Interests Assessment."

The City of Fayetteville's Cable Franchise agreement expires November 1, 2000. Mayor Hanna appointed a Negotiating Committee in May of 1997 and the "window" of negotiations opened in November of 1997 and preliminary negotiations were begun.

Cable Franchise consultants across the country emphasize the importance of conducting a "Needs and Interests Assessment" in the Renewal process. The process of conducting a "Needs and Interests Assessment" serves three purposes:

1. A "Needs and Interests Assessment" will assist the Negotiating Committee in determining their goals and objectives and enable them to more effectively and credibly present their position at the bargaining table.
2. A "Needs and Interests Assessment" can serve as a major part of the required "ascertainment" under the Cable Act if the "formal" renewal process becomes necessary. TCA Cable TV and the City of Fayetteville have mutually agreed to do the more efficient "informal" renewal process. However, if either party, at any point in the negotiations demands it, the formal process must be used which requires an "ascertainment." In either case, it is best if the City approaches the renewal process as if it will be necessary to go through the full formal process.
3. A "Needs and Interests Assessment" informs the public and the local government and its negotiators about the community's needs and interests in a cable system.

A "Needs and Interests Assessment Steering Committee was formed in May of 1997. Several "Focus Groups," interviews, a survey of City departments and divisions, letters of recommendations and one page surveys were used to collect information about Fayetteville's

Needs and Interests in a Cable Television system. After more than a year A preliminary "Needs and Interests Assessment" was presented to the Cable Board, the Negotiating Committee and the press in June of 1998. New information is being added from time to time.

An updated version of the "Fayetteville Cable Franchise Needs and Interests Assessment," revised March 1999 will be available in the City Clerk's office or the Cable Administrator's office.

See the Attached:

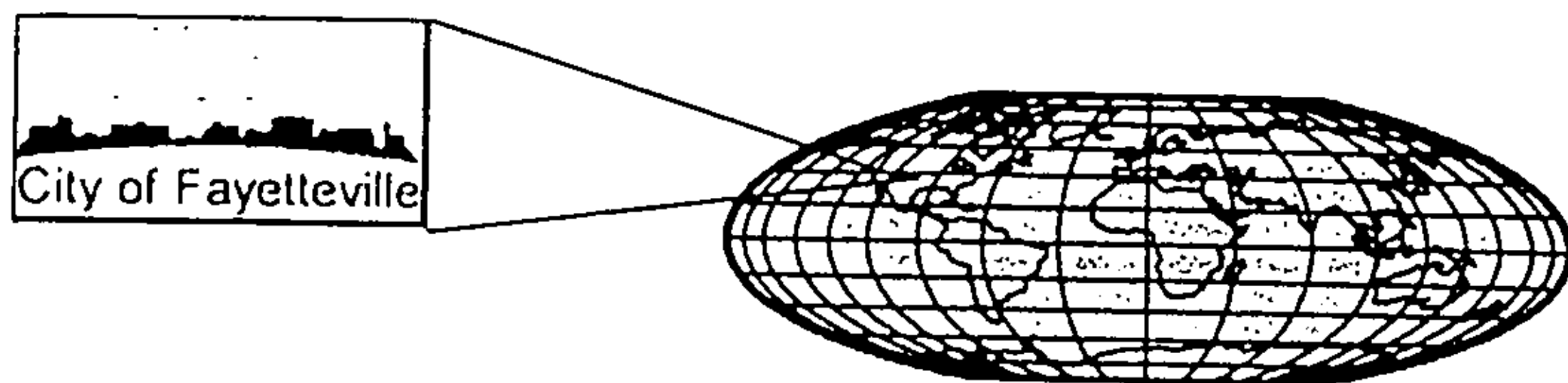
1. Excerpt from the Cable Board Meeting minutes of March 8, 1999 item number 6.
2. A Summary of the "Fayetteville Cable Franchise Needs and Interests Assessment" ("Fayetteville Cable Franchise Needs and Interests Assessment" a document of over 120 pages will be available at the office of the Cable Administrator or in the City Clerk's office.)

Excerpt from the
CABLE TELEVISION BOARD MEETING
March 8, 1999 at 5:15 PM
Fayetteville P.E.G. Television Center
101 Rock Street

1. Call to order and roll call.
2. Approval of the minutes from February 18, 1999
3. Adoption of the agenda.
4. Subscriber complaints and compliments.
5. Report from TCA manager, Dennis Yocum.
6. Franchise Renewal and the needs and Interests Assessment.
 - A. Institutional Network.
 - B. "Needs and Interests Assessment" on the City Council Meeting agenda.

Board Member Ron Warren Moved that the "Needs and Interests Assessment" be presented for informational purposes only to the City Council at the next available meeting. The motion was approved unanimously by the Cable Board.

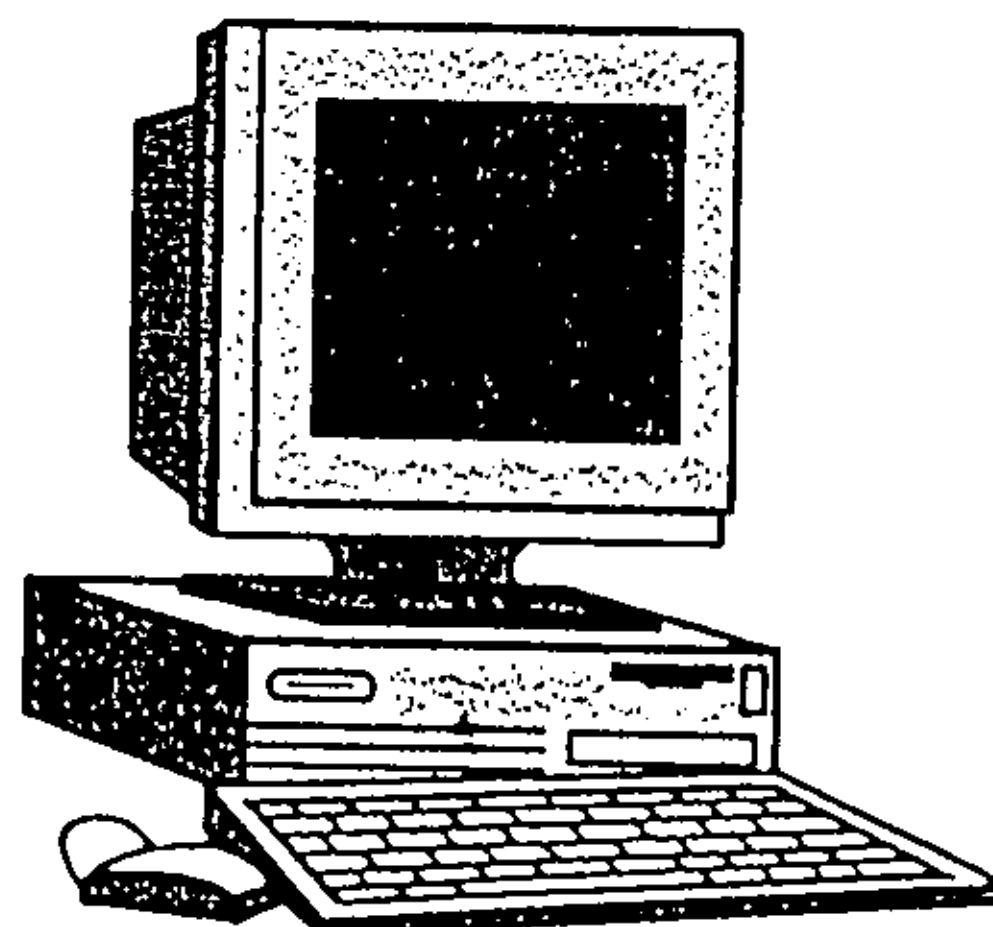
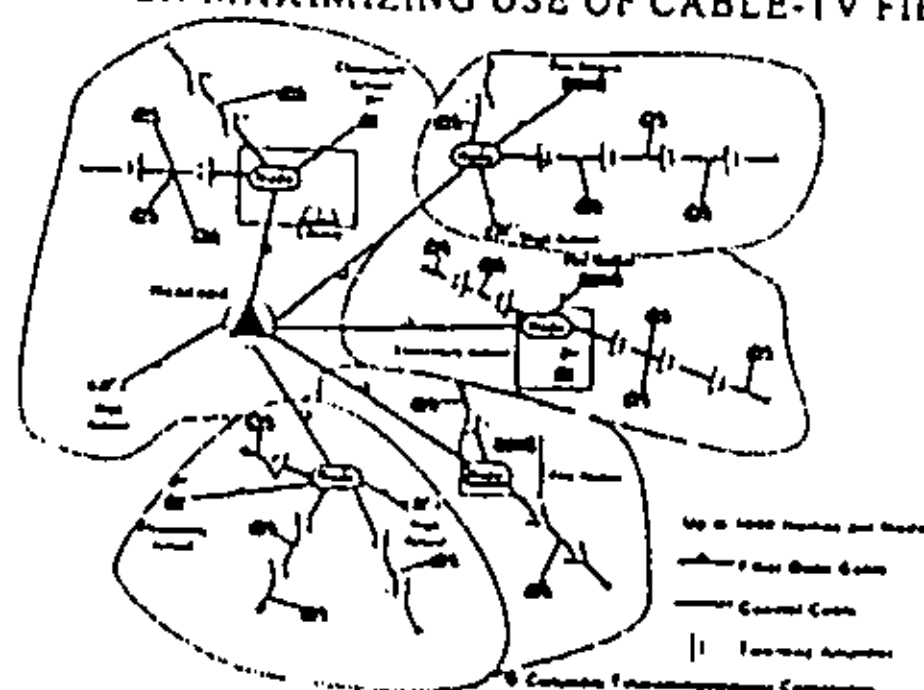
7. Additional Board member comments.
8. Citizen Comments.
9. Other business.
10. Agenda for the next meeting, April 15, 1999.
11. Adjournment.



Fayetteville Cable Franchise Needs and Interests Assessment

Revised March 1999

DESIGN MAXIMIZING USE OF CABLE-TV FIBER



Fayetteville Cable Franchise Needs and Interests Assessment

Submission of Data to the
Cable Negotiation Committee

Revised March, 1999

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Acknowledgements

Thanks go to many people who helped conduct this study for the Fayetteville Cable Board. All of the citizens listed below played a role in the planning of the study and the gathering of the data. However, special recognition should be made of the work done by Paul Justus, a government channel employee who transcribed all of the tape recordings and compiled all of the survey results used in the study, and to David A. Young, director of the Fayetteville Advanced Spatial and Service Technology program at Fayetteville High School, who helped to train the Focus Group Leaders.

Our appreciation goes to:

John Lewis, chairman of the board of the Bank of Fayetteville; Bob Craig, compressed-video facilitator for the University of Arkansas; Clint Brooks, compressed video facilitator for Northwest Arkansas Community College; Craig A. Brown, associate director of network services with University of Arkansas Computing Services; Bill Ames, independent video producer.

Christopher Corke, member of the franchise renewal committee and the Cable Board; Gail Quillen, technology coordinator for Fayetteville Public Schools; Cassandra Barnett, Leverett Elementary School media specialist; Chris Krueger, public relations director at Washington Regional Medical Center.

Cyrus Young, Fayetteville City Council; David Merrifield, associate director of Computing and Computing Services UA; Don Deweese, retired administrative assistant for information services for Fayetteville Public Schools; Eric Gorder, UA Computing Services; Frank Bland, Eureka Springs resident; Jeffrey Waits, video production technician.

Jerry Jansma, former public access board member; Jim Swartz, UA Graduate Education- Jim May, former manager of Community Access Television; Jim Bemis, Cable Board member; Jonelle Grace, Arts Live! director; Larry Foley, UA department of broadcast journalism.

Lloyd Calhoun, Cable Board member; Marilyn Snapp, Fayetteville Chamber of Commerce; Mark Shaw, UA Computing Services; Melanie Lowery, technical specialist with the Arkansas Department of Information Systems, Office of Information Technology- Roger Haney, Washington County assistant county administrator; Susan Adkins, associate director for academic research and client services for UA Computing Services.

Carl Bowling, UA electronic engineering professor; Woody Charlton, Cable Board member; Richard Jones, UA electronic engineering professor; James Alford, Cable Board member; Jim Goodlander, manager of Community Access Television.

Ruth Voss, director of the Faulkner-Van Buren County regional library system; Kathleen Green, technical coordinator, St. Joseph High School of Conway; Mark Peterson, community development specialist for the Arkansas Cooperative Extension Service; Barry Orton, professor of telecommunications, University of Wisconsin at Madison; and from the Conway Corporation, Richie Arnold, chief financial officer; Bill Hegeman, chief executive officer; and Kelly Griffin, network services administrator.

Summary

Telecommunication resources are becoming critical to local communities -- for business, education, health services, and delivery of government services. Local governments must now pay as much attention to their information infrastructure as they do to roads, waterworks and utilities. As Fayetteville's cable franchise comes up for renewal, the Fayetteville Cable Board sought to research these concerns and asked for a year-long needs and interests assessment.

Beginning with a small committee - and eventually involving scores of Fayetteville citizens and others - the Fayetteville Cable Needs and Interests Assessment Committee had two purposes:

- One, to collect data that would form the basis for the City of Fayetteville's new contract with TCA Cable, one that would result in additions to our telecommunications infrastructure -- that is, the cables, hardware, software and training that will help our citizens take full advantage of advances in information technology.
- Two, to help the Cable Board begin to design a Telecommunications Plan that would help the City make similar decisions in the future as the competition among technologies increases. The information will also help us design our future studies.

A needs and interests assessment is a logical step to take before entering into an agreement that will lock in our local technology for years. However, a recent court case in Kentucky suggests that the assessment carries considerable weight - that cable companies, under the Cable Act, should defer to a City's identification of the community's cable needs and interests.

The City is legally prevented from requiring specific television programming from a cable provider -- that is, the City cannot say to TCA, "You must put the Travel Channel on the system before we will give you the contract." However, we believe that TCA can and will be willing to commit a grant for equipment and services for the community -- as Warner Cable did during the last franchise period to establish our public, educational and governmental access center.

This summary will not draw conclusions as to what services are needed -- that is a task for the negotiating committee. The single recommendation included here is to suggest to the negotiating committee that the new contract require that the cable company conduct regular random-sample studies of our community so that we can continue to understand what Fayetteville cable subscribers want in the way of cable services.

We have found much interest -- as is evident in this report -- in an institutional network within the city. An I-Net Design Team is continuing to meet in order to make recommendations to the negotiating committee. Additional information will be added to this report as it becomes available.

Here is a summary of what our study found.

Cable Television

Cable Programming -- In general, respondents were most interested in programming having to do with education and nature/science. Many expressed dissatisfaction with the current tier structure.

Concerning P.E.G. access, respondents showed an interest in more diverse programming, channels set aside for specialized programming, and a wider reach throughout the two-county area. Barriers to use of the P.E.G. channels identified most often were "lack of information or awareness" and "lack of interest or time." However, in their comments, most respondents noted that they lacked the time, but not the interest.

Telephone Calls and Suggestions from Cable Board Meetings As mentioned before, the City cannot require specific programming. For informational purposes, the Cable Administration Division of the City kept a list of programming requests mentioned at the Cable Board meetings and in telephone calls from subscribers. C-Span II, TBN (Trinity Broadcasting Network), and UPN (United Paramount Network) were some suggested as additions to the present programming line up. The Sci-Fi channel and Fox News were also suggested but have since been added.

It was also suggested, by Cable Board member Woody Charlton, that the cable system be rebuilt to 940 MHZ capacity.

Letters of Recommendation -- A Recommendation was received from the Fayetteville Public Schools expressing interest in a cable channel dedicated to the School District. A letter was received from a Washington County Quorum Court Justice of the Peace requesting that the Quorum Court meetings be cable cast throughout Washington County on the cable system.

PEG Television Center Capital Improvement Program—The City of Fayetteville Capital Improvement Program for the Cable Administration Division call for \$451,000 over a five year period. This program has only been partially funded.

Customer Service -- Respondents noted good service generally, but were quite dissatisfied with cable rates.

Technical Quality -- Again, respondents generally were satisfied with technical quality, but several mentioned poor sound quality. Concern about whether TCA would be willing to keep up with changing technology was also mentioned frequently.

Information Services via Cable

Public Hearing on the Cable System Franchise Renewal -- Persons who attended the public hearing in November were interested almost exclusively in informational services via cable. They expressed interest in high-speed, high-capacity Internet service that will deliver full-motion, two-way video.

Public Hearing on the Institutional Network -- Speakers at the Institutional Network public hearing expressed a great deal of interest in an Institutional Network. They also mentioned numerous needs. Questions were raised about how such a network will be managed and what impact it will have on Internet Service Providers.

Institutional Network Studies -- Studies conducted by the City's Cable Administration Division and Dr. Ron Warren of the U of A Communication Department show a keen interest in an Institutional Network. Thus far, 42 potential connection sites have been identified and their physical addresses

verified. Plus the traffic department has identified 57 current and 24 future street intersections needing connection. The I-Net Design Team is continuing to meet in order to determine the extent, technical standards and configuration of the network.

FROM THE SURVEYS:

Home Computer Use -- The survey showed 73 percent of the respondents regularly use a computer at home, and another 6 percent use one occasionally.

Barriers to Personal Technology Use -- By far, respondents identified the cost of technology and the need for training as the primary barriers to personal technology use.

Interest in Computer Training -- Respondents were most interested in Internet training, while basic computer training, Web page design and other software use were also of high interest.

Interest in Electronic Services -- Internet access was highest in interest, but many identified distance learning as well.

Interest in Institutional Network Services -- Partly as an educational tool, the survey asked respondents if they would be interested in using a network for everyday informational tasks. The greatest interest was "Ask police to check my home while I'm on vacation," followed by "Check on the availability of a library book" and "Comparison shopping."

Respondents were also asked to provide "other ideas" in these electronic services categories and from their responses shown in the Comments section of this report, it seems that interest in this area is high.

Use of Information -- This section of the report shows the responses when the Focus Groups met and brainstormed about how they use information and how their use might be aided electronically.

Interviews -- The persons interviewed on videotape for this report are knowledgeable in their areas of information exchange. We are fortunate to have such expertise available locally to help us stay abreast technologically.

Many of them point out the educational and economic benefits to using our cable franchise to improve our communications infrastructure.

To further summarize, Needs and Interests were expressed for three major items:

1. Institutional Network
2. Capital Improvements funds for PEG Access
3. Additional PEG Access channels

We would like to extend our sincere thanks to all who participated in the study and who helped report the findings.

Katherine Shurlds
Chairman
Needs and Interests Assessment Committee

Marvin Hilton
Cable Administrator

Methods

The mission of the Needs and Interests Assessment Committee:

- a) To identify the current methods of communication existing in Fayetteville;
- b) To assess the communications needs and interests of local residents and institutions; and
- c) To make recommendations to the Fayetteville Cable Board about how the City of Fayetteville and the franchisee (TCA Cable) can work together to serve the region's communication needs for the next decade.

The following methods were used (see documents in the Appendix):

A small committee met in May and June 1997 to plan the study.

A technology group was formed and a brainstorming session was conducted with this group on June 2, 1997, at the University of Arkansas. This technology group also provided assistance to the Focus Groups during their meetings later in the year.

On June 30, 1997, a Focus Group Leaders (FGLS) brainstorming session was held at Ozarks Electric Cooperative. Under the direction of a professional facilitator, the FGLS discussed what they saw as the region's communication needs for the next decade. They later were given instruction on how to build a Focus Group and how to get information from the group once it was formed.

During August, the committee devised the guidelines for Focus Groups' meetings and wrote the Individual Survey reproduced at the end of this report. Letters were sent to civic organizations asking for a speaking engagement for January, February or March.

The Focus Groups met during the next months and their results were transcribed.

A public hearing was held on Nov. 17, 1997, at City Hall, preceded by several announcements on the Government Channel to raise interest. About a dozen citizens attended, and, with the exception of one, all were there to express their interest in high speed Internet connections via cable.

A public hearing considering an Institutional Network for the City of Fayetteville was held on November 16, 1998. This was preceded by several announcements on the Government Channel, local Newspaper and on the Internet.

Cable Administrator Marvin Hilton sought out the expertise of several local citizens as well as others for the project. His televised interviews with them were shown on the Government Channel and are reproduced in this report.



F A Y E T T E V I L L E
CITY ATTORNEY DEPARTMENT

Jerry E. Rose
LaGayle D. McCarty
Clarice Buffalohead-Pearman
575-8313

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

FROM: LaGayle D. McCarty, Asst. City Attorney *LM*

DATE: February 19, 1999

RE: Settlement Offer
City v. Ruth Morris
No. CIV 98-1126

The above referenced matter is scheduled for trial on Wednesday, February 24, 1999. Settlement negotiations are continuing with Mr. David Horne, attorney for Ms. Morris. It is anticipated that Mr. Horne will make a final offer of settlement prior to trial. The settlement offer will be presented to you at the special council meeting.



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