

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA FAYETTEVILLE CITY COUNCIL FEBRUARY 1, 2000

A meeting of the Fayetteville City Council will be held on Tuesday, February 1, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes of the January 14 and January 18, 2000 City Council meetings.
2. **RECORD DESTRUCTION:** A resolution authorizing the destruction of records.
3. **ROLLFORWARDS:** A resolution approving a budget adjustment which will allow for the rollforward of all projects or items in progress which were appropriated in the 1999 Budget. The items which are approved will become part of the 2000 Budget.
4. **ALLTEL COMMUNICATIONS:** A resolution granting a temporary revocable license for the placement of buried fiber optic communication cable in the street and alley rights-of-way.
5. **BAKERY FEEDS:** A resolution approving a budget adjustment for the settlement with Bakery Feeds.
6. **SETTLEMENT EXPENSES:** A resolution to reimburse the plaintiffs in James Harp, ET Al. V. Griffin Industries, Inc., U.S. District Court, Western District of Arkansas, Case No. 99-5075 for settlement expenses in an amount not to exceed \$7,500.00.

B. OLD BUSINESS

1. **HWY 265 CONDEMNATION:** An ordinance authorizing the City Attorney to seek possession of certain lands located along Highway 265 in the City of Fayetteville by the Power of Eminent Domain, in association with the required easements for the Highway 265 Water and Sewer Relocations. Such properties are owned by Anthony De Palma, Jeane and David Randle, and Timothy and Christine Klinger. The ordinance was left on the first reading at the January 18, 2000 City Council meeting.

C. NEW BUSINESS

1. **CERTIFICATE OF PUBLIC CONVENIENCE:** A resolution approving a Certificate of Public Convenience for A Moment's Notice Express Inc.
2. **RZA 99-5.00:** An ordinance approving annexation request RZA 99-5.00 submitted by Andy Feinstein of Engineering Design Associates on behalf of Richard Doyle, Arkansas Oaks, Inc. for property located at the southeast corner of Bridgeport Drive and Mount Comfort Road. The property is in the planning growth area and contains approximately 13.39 acres. The request is to annex the subject property into the City of Fayetteville.
3. **RZ 99-35.00:** An ordinance approving RZ 99-35 submitted by Andy Feinstein of Engineering Design Associates on behalf of Richard Doyle for property located at the southeast corner of intersection of Bridgeport Drive and Mount Comfort Road. The property is zoned A-1, Agricultural and contains approximately 13.39 acres. The request is to rezone to R-1, Low Density Residential.
4. **HWY 265 WATER & SEWER RELOCATIONS:** A resolution approving a construction contract with Basic Construction for the Highway 265 water and sanitary sewer relocations phase II in the amount of \$2,107,961.00. Approval of a 10 percent contract contingency in the amount of \$210,796.10 and approval of a budget adjustment.
5. **SEWER SYSTEM IMPROVEMENTS:** A resolution approving the contract with RJN for engineering services in connection with sewer system improvements in the amount of \$638,267.00.
6. **CABLE BOARD NAME CHANGE:** An ordinance changing the name of the Fayetteville Cable Board to "Telecommunications Board."

7. **ENVIRONMENTAL CONCERNS:** A resolution requiring the Fayetteville City Council and all city board, committees, commission and departments to consider the recommendations of the Environmental Concerns Committee when making decisions that have an environmental impact.
8. **PARKING REGULATIONS:** An ordinance amending Chapter 72, Parking Regulations, of the Code of Fayetteville, to amend the rates for parking meter zones and rates for parking in the city parking garages; to define the term "Parking Meter Zones"; and allowing the parking meter zones to be described, established and altered by the Mayor or his duly authorized representative.
9. **WATER AND SEWER RECONNECT FEES:** An ordinance amending Chapter 51: Water and Sewers, of the Code of Fayetteville, to amend the fee for service reconnection; provide for a minimum billing; and amend the charge for broken locks and couplings.

2/1/00. city council.

	Roll				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
MAYOR HANNA	✓				
	KR consent. HD				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
MAYOR HANNA					
	RA rep KS. Hwy 265.	PASS			
REYNOLDS	✓	✓			
AUSTIN	✓	✓			
DAVIS	✓	✓			
TRUMBO	✓	✓			
DANIEL	✓	✓			
SANTOS	✓	✓			
YOUNG	✓	✓			
RUSSELL	✓	✓			
MAYOR HANNA					
	8-0-0.	7-0-0.			

18-"
24"
PA. add. height. 24"
PA. add. height. 24"
PA. add. height. 24"

	PA. add. height. 24"				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRIMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
MAYOR HANNA					
	8-0-0. PA. add. height. 24" Cent. of Public. Conv.				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRIMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
MAYOR HANNA					
	8-0-0. BD 15 2nd RZA 99-5:00.				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRIMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
MAYOR HANNA					
	8-0-0.				

	125.00. 2nd. R299-35.00.				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
MAYOR HANNA					
	RA. HP. Hwy 2165				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
MAYOR HANNA					
	3-0-0. HP BD. Sever System mgnov.				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
MAYOR HANNA					
	3-0.				

	11 S1 2ND. H. H. CABLE. BOARD	11 3RD. BD.	PASS		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓ A	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
MAYOR HANNA					
	7-0-? KS KR Environmental Encens.	8-0-	8-0.		
REYNOLDS	N				
AUSTIN	N				
DAVIS	N				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
MAYOR HANNA					
	5-3-0 KS 2ND. PA. PARKING. RES.				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
MAYOR HANNA					
	8-0.				

11th 2ND
BD.

	Water & Sewer account fees.				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
MAYOR HANNA					
	8-0.				
REYNOLDS					
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
MAYOR HANNA					
REYNOLDS					
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
MAYOR HANNA					
	adj. 8:50pm.				

January 25, 2000

**AGENDA SESSION
FOR THE
MEETING OF**

FEBRUARY 1, 2000

ADDITIONAL INFORMATION

1. **HWY 265 WATER & SEWER RELOCATIONS:** Additional information for item 4 under New Business.
2. **SEWER SYSTEM IMPROVEMENTS:** Additional information for item 5 under New Business.

NEW ITEMS

1. **CERTIFICATE OF PUBLIC CONVENIENCE:** A resolution approving Certificate of Public Convenience for A Moment's Notice Express Inc.
2. **ALLTEL COMMUNICATIONS:** A resolution granting a temporary revocable license for the placement of buried fiber optic communication cable in the street and alley rights-of-way.
3. **CABLE BOARD NAME CHANGE:** An ordinance changing the name of the Fayetteville Cable Board to "Telecommunications Board."
4. **ENVIRONMENTAL CONCERNS:** A resolution requiring the City Council and all City boards, committees, and commission and departments to consider the recommendations of the Environmental Concerns Committee when making decision that have an environmental impact.
5. **BAKERY FEEDS:** A resolution approving a budget adjustment for the settlement with Bakery Feeds.
6. **SETTLEMENT EXPENSES:** A resolution reimbursing the plaintiffs in the James Harp vs Griffin Industries case for settlement expenses in the amount of \$7,500.
7. **PARKING REGULATIONS:** An ordinance amending the rates for parking meter zones and rates for parking garages.
8. **WATER AND SEWER RECONNECT FEES:** An ordinance amending fees for reconnections fees, deposits, and meter tampering fees.

(NEED MORE INFO)
See John [signature]
[signature]

Public Hearing (4B)
Consent

4B (14)

4B (8)

Consent

Consent

(9) 4B

(10) 4B

**TENTATIVE AGENDA
FAYETTEVILLE CITY COUNCIL
FEBRUARY 1, 2000**

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B. OLD BUSINESS

1. **HWY 265 CONDEMNATION:** An ordinance authorizing the City Attorney to seek possession of certain lands located along Highway 265 in the City of Fayetteville by the Power of Eminent Domain, in association with the required easements for the Highway 265 Water and Sewer Relocations. Such properties are owned by Anthony De Palma, Jeane and David Randle, and Timothy and Christine Klinger. The ordinance was left on the first reading at the January 18, 2000 City Council meeting.

C. NEW BUSINESS

1. **AD 99-30.00:** A resolution approving AD 99-30.00 submitted by David Bercaw of Ball & Mourton, on behalf of Lenk Development for property located south of Zion Road. The property is zoned R-2, Medium Density Residential and contains approximately 5 acres. The request is to guarantee future construction of Stearns Street with a letter of credit.
2. **RZA 99-5.00:** An ordinance approving RZA 99-5.00 submitted by Andy Feinstein of Engineering Design Associates on behalf of Richard Doyle, Arkansas Oaks, Inc. for property located at the southeast corner of Bridgeport Drive and Mount Comfort Road. The property is in the planning growth area and contains approximately 13.39 acres. The request is to annex the subject property into the City of Fayetteville.
3. **RZ 99-35.00:** An ordinance approving RZ 99-35 submitted by Andy Feinstein of Engineering Design Associates on behalf of Richard Doyle for property located at the southeast corner of intersection of Bridgeport Drive and Mount Comfort Road. The property is zoned A-1, Agricultural and contains approximately 13.49 acres. The request is to rezone to R-1, Low Density Residential.
4. **HWY 265 WATER & SEWER RELOCATIONS:** A resolution approving a construction contract with Basic Construction for the Highway 265 water and sanitary sewer relocations phase II in the amount of \$2,107,961.00. Approval of a 10 percent contract contingency in the amount of \$210,796.10 and approval of a budget adjustment.
5. **SEWER SYSTEM IMPROVEMENTS:** A resolution approving the contract with RJN for engineering services in connection with sewer system improvements in the amount of \$638,267.00.

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Passed
Removed from consent

B. OLD BUSINESS

- PASS*
1. ✓✓ **HWY 265 CONDEMNATION:** An ordinance authorizing the City Attorney to seek possession of certain lands located along Highway 265 in the City of Fayetteville by the Power of Eminent Domain, in association with the required easements for the Highway 265 Water and Sewer Relocations. Such properties are owned by Anthony De Palma, Jeane and David Randle, and Timothy and Christine Klinger. The ordinance was left on the first reading at the January 18, 2000 City Council meeting.

C. NEW BUSINESS

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left on 2nd reading.
 3. ✓✓ **RZ 99-35.00:** An ordinance approving RZ 99-35 submitted by Andy Feinstein of Engineering Design Associates on behalf of Richard Doyle for property located at the southeast corner of intersection of Bridgeport Drive and Mount Comfort Road. The property is zoned A-1, Agricultural and contains approximately 13.39 acres. The request is to rezone to R-1, Low Density Residential.
left on 2nd reading.
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PASS
 5. ✓ **SEWER SYSTEM IMPROVEMENTS:** A resolution approving the contract with RJN for engineering services in connection with sewer system improvements in the amount of \$638,267.00.
PASS
 6. ✓✓✓ **CABLE BOARD NAME CHANGE:** An ordinance changing the name of the Fayetteville Cable Board to "Telecommunications Board."
PASS

~~7. *295*~~ **ENVIRONMENTAL CONCERNS:** A resolution ^{*Requesting*} requiring the Fayetteville City Council and all city board, committees, commission and departments to consider the recommendations of the Environmental Concerns Committee when making decisions that have an environmental impact.

left on 2nd 8. ✓ **PARKING REGULATIONS:** An ordinance amending Chapter 72, Parking Regulations, of the Code of Fayetteville, to amend the rates for parking meter zones and rates for parking in the city parking garages; to define the term "Parking Meter Zones"; and allowing the parking meter zones to be described, established and altered by the Mayor or his duly authorized representative. *effective date?*

left on 2nd 9. ✓ **WATER AND SEWER RECONNECT FEES:** An ordinance amending Chapter 51: Water and Sewers, of the Code of Fayetteville, to amend the fee for service reconnection; provide for a minimum billing; and amend the charge for broken locks and couplings.

adj. 8:50 PM

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

JANUARY 18, 2000

A meeting of the Fayetteville City Council was held on January 18, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

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

CONSENT AGENDA

APPROVAL OF THE MINUTES: Approval of the minutes of the January 4, 2000 City Council meeting.

CONSTRUCTION MATERIAL: A resolution awarding bids for construction materials utilized by various divisions of the City.

RESOLUTION 3-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

POLICE RADIO EVALUATION: A resolution awarding a contract to RCC Consultants. The contract will be for services to evaluate the current radio system and recommend either a replacement or an upgrade.

RESOLUTION 4-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CELLULAR ANTENNA: A resolution approving a contract with SWPCS for cellular antenna space on the Mount Sequoyah Water Tank.

RESOLUTION 5-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

HWY 265 WIDENING: A resolution authorizing payment of \$647,000 to the Arkansas Highway and Transportation Department for additional right-of-way costs along Highway 265 and approval of a budget adjustment.

RESOLUTION 6-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

DRUG LAW ENFORCEMENT PROGRAM GRANT: A resolution authorizing the Mayor to apply for a federal grant in the amount of \$383,794.00; and approval of a budget adjustment in the amount of \$17,338 to bring Fayetteville's matching funds to \$63,338.00 and increase one sworn officer position.

RESOLUTION 7-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

OMI CONTRACT: A resolution approving Amendment No. 5 to the OMI Contract for operation and management services, Fayetteville Wastewater Treatment Plant at a total cost of \$3,715,901.00, inclusive of management fees of \$88,854.00.

RESOLUTION 8-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

ALLTEL COMMUNICATIONS: A resolution granting a temporary revocable license for the placement of buried fiber optic communication cable in the street and alley rights-of-way.

ITEM WITHDRAWN FROM AGENDA.

MIDDLE SCHOOL: A resolution approving an agreement with the Fayetteville Public Schools for construction of an 8-inch water main from Mount Comfort Road to the Middle School Property within the Ruppel Road right-of-way.

RESOLUTION 9-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RUPPLE ROAD CONSTRUCTION: A resolution authorizing the Mayor to approve a construction contract change order with APAC in the amount of \$53,334.70. The change order is for the installation of the proposed 8-inch water main from Mount Comfort Road to the Middle School property.

Alderman Daniel moved to approve the Consent Agenda. Alderman Santos seconded the motion. Upon roll call the motion carried unanimously.

OLD BUSINESS

There was no old business.

NEW BUSINESS

EGIS CONSULTING: An ordinance approving an agreement for professional services with EGIS Consulting Inc. regarding the USCOE 404 permit for the Arkansas Research and Technology Park. This contract amount is \$27,000.00. A bid waiver is requested.

Mr. Rose read the ordinance for the first time.

Alderman Trumbo 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 Trumbo made a motion to suspend the rules and go to the third and final reading. Alderman Davis 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 ordinance passed unanimously.

ORDINANCE 4215 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

HWY 265 CONDEMNATION: An ordinance authorizing the City Attorney to seek possession of certain lands located along Highway 265 in the City of Fayetteville by the Power of Eminent Domain, in association with the required easements for the Highway 265 Water and Sewer Relocations. Such properties are owned by Anthony De Palma, Jeane and David Randle, and Timothy and Christine Klinger.

Mr. Rose read the ordinance for the first time.

Mr. Lamar Pettus expressed concern about the city directing drainage from the highway onto Mr. Randle's property. He noted Mr. Randle's property was surrounded on three sides by property owned by the city. He asked the council not to proceed with the condemnation, but to consider the possibility of purchasing the property from the Randles. They were willing to sell the property for the appraised value minus the \$11,500 the State had paid them for damages.

Charles Venable explained the city needed the easement in case there was a future problem with the water line. They needed room to work on the line. He did not believe the easement would detract from the property, because the building line was twenty-five feet from the right-of-way and the easement fell within the setback.

Mayor Hanna thought might be well to let our land man and our Engineering Dept and our City Attorney sit down with the Randles and their attorney and look at the options and what we are

going to actually need and see if we can do a little negotiating where it doesn't affect them so much. I don't know if that is possible or not.

Alderman Santos asked if it was possible to just scrap the whole condemnation and get an agreement from the property owners that we could get in there and do maintenance on the water line in the future and then let them keep their property?

Lamar Pettus replied he could not commit his client at this stage but thought there was a possibility of them just giving the city permission to work on the property.

Alderman Santos noted the proposed easement was already in the set back and that they were not going to be able to build on it anyway.

Alderman Young questioned the difference between an agreement and an easement?

In response to questions for Mr. Pettus, Mr. Venable explained the city would only have an easement and that they would still own the property. The City was not buying the property.

Mayor Hanna thought it would be a good idea to sit down with the engineering staff to see exactly what they are talking about. Two weeks probably won't interfere with the construction. He suggested leaving it on the first reading.

Alderman Russell stated another thing to think about was the difference between an easement and an informal agreement or less formal agreement between the City and the Randles. Who is bound by that agreement. If we get an easement and the Randles sell that property then we still have the easement?

Lamar Pettus replied the agreement would be filed with the county, like a covenant, and would run with the land.

THE ITEM WAS LEFT ON THE FIRST READING.

OPEN BURNING: An ordinance providing for regulations for open burning within the City of Fayetteville.

Mr. Rose read the ordinance for the first time.

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

Mr. Rose read the ordinance for the second time.

Alderman Davis moved to suspend the rules and move to the third and final reading.

Alderman Austin seconded the motion. Upon roll call the motion carried unanimously.

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

Mayor Hanna stated the ordinance would put the regulation and enforcement back into the hands of our own Fire Dept.

Fire Chief Mickey Jackson stated it was our plan to go out and start writing wholesale tickets for everybody who violates this ordinance or doesn't have a chance to get used to it with time. There is not even an emergency clause on it and it doesn't even go into effect for a month. We want to work with the people, do some education that there is a new regulation now and over time they will be expected to comply with. We don't anticipate writing citations in the near future except for flagrant or gross violations. Our plan is to work with the citizens and try to obtain their cooperation and cut out some of the burning that is going on in the community that is not in any way legal and there is no way we can even legally issue a permit for it.

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

ORDINANCE 4216 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

XEROX CORPORATION: A ordinance approving a bid waiver and a contract with Xerox Corporation for the purchase of two network copiers. Replacement of contract for non-networked copiers.

Mr. Rose read the ordinance for the first time.

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

Mr. Rose read the ordinance for the second time.

Alderman Austin moved to suspend the rules and go to the third and final reading. Alderman Davis 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 ordinance passed unanimously.

Meeting adjourned.

SPECIAL CITY COUNCIL MEETING
01-14-00

A special City Council meeting was held on January 14, 2000 at 4:30 p.m. in Room 326 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

MAYOR HANNA: Called special meeting to order. Roll was called by City Clerk.

MAYOR HANNA: We have a resolution before us to approve a settlement agreement Griffin Industries d/b/a Bakery Feeds. Meeting was turned over to the attorneys, Mr. Rose and Mr. Bassett.

MR. ROSE: Mayor, as you know that last Tuesday the full City Council and all of the plaintiffs in the federal case met in Federal Court to discuss the settlement of all of the Bakery Feeds cases because I don't think anyone expected it to be anything other than a universal settlement of all the cases that we have. And I will go over those with you in just a moment. As a result of those negotiations and as a result in some conversations that have occurred following that conference we are here today to present to you a settlement that has been negotiated. I think the terms of that settlement, and again I will go over that with you in just a moment, are equitable, I think they are fair, I think that without the participation of the United States Magistrate Judge Beverly Scott Jones this settlement would not have occurred. I think that we owe her a true debt of thanks. I think we owe a debt of thanks to Woody Bassett who has an amazing ability to be both a lawyer and a peacemaker which is rare in an attorney, you either get one or the other. Woody seems to have it all wrapped up in one ball and I think we have him much to thank for this agreement and his objectivity. Dale Evans, the attorneys for the plaintiffs in this case who worked with us were very cooperative. John Everett and John Scott were most cooperative in Bakery Feeds negotiations and their candor. Be sure that you understand that we are attempting to have a universal settlement and I want to go over with you what those settlements are. Remember that the federal court case started out as a private nuisance action in which some neighbors of Bakery Feeds alleged that Bakery Feeds was a nuisance. In July of this year we joined that suit alleging that Bakery Feeds was a public nuisance as well as a private nuisance. In December of this year, December 22nd, the complexion of the case changed. Up until that time the only relief that was asked for in Federal Court was injunctive relief to prevent or make a nuisance. In December Bakery Feeds filed a court action against the City of Fayetteville alleging an intentional interference with their business relationships, contractual relationships, and business expectancies. That added a new complexion to the Federal Court case because now we were not just arguing about its injunction, we were also arguing about money damages and the risk of money damages against the

City. In addition to the Federal Court claims there are other claims that are alive in the courts of Washington County. In Circuit Court Bakery Feeds is appealing the decision of the Planning Commission which denied them a conditional use to operate their facility out there. In the Chancery Court of Washington County we are asking to enjoin Bakery Feeds from being what we believe to be a in violation which they operate. Incidentally, also in that case, in that Chancery Court case, they have also filed, Bakery Feeds has filed a counter claim against the City alleging a regulatory taking of their property. And, again, this changes the complexion of that case from public nuisance to one which does allege that the City is under self risk of monetary damages for a regulatory taking. In addition to that, Bakery Feeds is being prosecuted in our Municipal Courts for quite some number of sound violations. I believe all of which were brought on the complaint of the adjoining property owners, not adjoining but neighboring property owners in the vicinity of Bakery Feeds. I think that sums up all of the activity in court. Having said that no one in any stretch of the imagination is admitting they were wrong or right or whatever. Remember that we are settling this matter and in settling it no one is admitting any guilt. Their innocence whether they were right or wrong, we are just simply trying to settle it. We found, I think it is fair to say, some common ground in the sense that I think that Bakery Feeds wanted to move to a more desirable area for them, a more convenient location for them and I think certainly the neighbors were ready for that move to take place and that was something in the common ground. Certainly no one thought that either one was at fault but it was certainly a common ground. I think that it's that common ground that allows us to seek a settlement. The settlement is set forth in the letter that you have before you dated January 13th that was written by Kevin Murphy who was there at Bakery Feeds as counsel. They had accepted the offer of the City of \$85,000.00 to be paid at the time the settlement agreement is entered into and \$65,000.00 on January 2, 2001. It is obviously a total of \$150,000.00 in a two year period. In addition to the individual payments, written fees, to Griffin Industries, a total of \$7,500.00. Again, that settlement part of it is something which we have no control. That is between the neighbors and them. It 's not something we have control over. It's something they have offered and accepted and it is part of their settlement negotiations. They have ten months to move from the date the settlement agreement is signed. All law suits are to be dismissed from among the parties, There will be, I read from the letters, there will be no further harassment or actions taken by the City or the neighbors against Bakery Feeds including noise violations unless the conduct is clearly in violation and well beyond our normal operations. After they move, after that ten months, there will be no further processing at that plant. They will be permitted to utilize that site for non-processing activities, again without any harassment or actions by the neighbors or the City. The parties and

their attorneys, and this is a very important part of this settlement, and I ask you to be mindful of it in your discussions here today and in the future, is that the parties and their attorneys are going to refrain from any comments towards Bakery Feeds, now or any time in the future that includes any statements orally, in writing or on the internet or any other formal communications. It also includes the prohibition on influencing anyone else Bakery Feeds. Also it prohibits any negative comments regarding this settlement. Everyone seems to be pleased the resolution came to pass and they want to keep it that way. It may inhibit you in some way in what you might want to say but again this is part of the settlement and a very important part of Bakery Feeds and it certainly is very important to us as well. The Federal Court is going to maintain jurisdiction over this settlement agreement for purposes of enforcing it. I think that's important to us because if any part of this is taken advantage of by either side the other party may then go to that Federal Court and say the other party isn't acting fairly, isn't acting correctly and we can seek to correct it. So it gives us an opportunity to eliminate any doubt you have in your mind about the good faith of either party adopting this based on good faith but at any time that good faith is stretched or extended we have an opportunity to take it to Federal Court and they can look at it and tell us if we are right or if we are wrong. They have asked that this off on this agreement be bound the Federal Court on the issue that we have just talked about. That's generally the settlement. The way it will go is that I ask you to pass this resolution that gives the Mayor and the City Clerk the authority to enter into a settlement agreement in conforming with these principles that I have set forth before you here. We will be doing that in the days to come. We will be formulating the exact documents. It will look no different from what you see before you. It may look different but it will remain substantially the same thing as is here. We are asking for your authority to do that. I would like Woody to talk to you for just a minute. Woody Bassett is here because he was recovered by a policy of insurance, Scottsdale Insurance Company, and they have provided coverage for this. And your next question is, why aren't they paying the money and the reason is there is an exclusion in our policy for intentional tort and that is what they are being accused of.

MR. BASSETT:

I don't have a whole lot to say, although I am here mainly to answer any questions any of you might have or anybody in the audience might have. Jerry has already done a good job of explaining to you the terms and conditions of the settlement. Let me just make a couple of comments. Let me reiterate what Jerry said in thanking Judge Jones, thanking Mr. Scott and all the lawyers who represented Bakery Feeds, thanking Mr. Evans, for his involvement, that the process that took place when you were there, Tuesday of this week, I think was a very helpful process and quite frankly I don't know that any resolution would have been possible had we not

been in that court five or six hours and had we not had a judge overseeing these negotiations in trying to bring these parties together. Anytime you have a law suit, and in this instance, we had more than one law suit. I have only been in this case less than two weeks, but I know that you all, in particular these good folks back here who have lived with matter for several years, but any time you have litigation of this nature, particularly when emotions are involved, and when it involves people's homes and when it involves business interests, it is easy to understand how people get tied up in the litigations and how their emotions play a factor. That is natural and that is understandable. This is just one lawyer's opinion and I am trying to talk to you, not as a lawyer, but as someone who has set in the chairs where you are sitting, as a former member of the City Council. But anytime you get into litigations like this if there is a way to resolve it, if there is a way to bring it to an end, in a way that is satisfactory to all concerned, I think there is a way to end it in a way that everybody can live with the resolution, then that certainly is what you want to try to do. It is my own opinion, that the settlement that has been worked out after some rather rigorous negotiations, is in the best interest of the City. I think for a variety of reasons, that it is in the best interest of Bakery Feeds, but most importantly I think it is in the best interest of the citizens who are here today and those of you who are with us are those out in those neighborhoods. The purpose of the law suit that was filed by Mr. Evans and his clients and the reason why the City chose to intervene in the law suit was to try to meet the needs and concerns of those folks who live out there, and I think that this settlement agreement between the parties will, in fact, meet the needs and address the concerns of the folks who live out there. And that is the most important thing of all. I think that is probably why you folks decided to intervene in the law suit sometime ago because of your concern for the citizens who brought all of their concerns to all of you. There are a number of ways to look at this but in the end I think all us, all you will be best served and certainly these citizens will be best served by bringing this to a conclusion. I would be happy to answer, along with Jerry, any questions that you may have about the terms of the settlement. I would be happy to address any concerns that anybody obviously would have also.

MAYOR HANNA: Would anyone on the Council like to ask any questions?

Alderman Trumbo: I think it is a very equitable settlement. I think the attorney's offices have done an outstanding job. I think \$150,000.00 is a lot of money that we also don't have in this year's budget but we will have to do some cutting or refining in some major fees settlement that I think also are in the best interest of all parties not to have protracted litigation and come to a final closure to this issue.

Alderman Austin: Mayor, I'd like to move for the approval of it and acceptance of it and comment if I may. I'm conservative on spending funds. I think in this case it is the right thing to do. I have a couple of concerns. This has been a real consuming in time for the City, the citizens of Cato Springs Road neighborhood and the Razorback Road neighborhood for a number of months and even years in some cases and also it's been a consuming distraction for Bakery Feeds, and so, I think it is a good thing you can do what our attorneys have done for us in bringing it to the table in a satisfaction manner. The questions that I have ...I am concerned that the citizens paying the \$7,500.00 is coming out of their pockets. I am concerned about that. I am going to vote for it if that is how it has to be. I am also concerned with the first paragraph on the second page. I'm no lawyer but it seems like, I don't know if I agree with the fact that there has been harassment. And so when we accept this thing I think it says there will be no public harassment. I never felt that way. If there has I never was a party to it. So I don't think the neighbors have been harassing anybody and if that has to be in there for this to be settled then I don't have a problem with it. I just don't feel that way. I would be happier if that was not in there.

MR ROSE: We have no control over it, the \$7,500.00. I assure you and I assure the neighbors that at an appropriate time I will bring back before you and give you an opportunity to reimburse those amounts that you think are appropriate. I promise that I will do that.

Alderman Austin: It's a good thing.

MR. BASSETT: We can work those kinds of things in the final documents and do that. There will be no...the purpose of this is not to have either party admit either one did anything wrong, all right? And so we will be careful as to what words we use and we can just drop the word further from it.

Alderman Russell: Jerry, will each of us individually be signing off on this final agreement or by passing this are we giving the Mayor and the City Clerk the authority to sign off on it as long as it doesn't vary from these terms here.

MR. ROSE: You are giving the Mayor and the City Clerk the authority to sign off on it. I talked to Mr. Scott today about that and about whether or not there was going to be individual sign-offs for each Council member. We haven't gotten to that point yet. I do not recommend that you sign individually, in fact I am not crazy about the idea at all.

Alderman Russell: Personally I don't have a problem with signing off on it. I just asked the question out of curiosity.

MR. ROSE:

It wouldn't be unusual to have you do that. I promise you that if it is done and I will continue to talk to them about it. Again, I'm not real crazy about it. But you all are voting individually for the settlement and there is nothing wrong in memorializing that concept and I have no problem with that. I want to be sure, however, that you are signing in your official capacity and not in your individually capacity. And I am assured that will occur.

MAYOR HANNA: Do we have a motion? (Alderman Austin)

Alderman Santos: I'll second the motion.

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

STAFF REVIEW FORM

X Agenda Request
 _____ Contract Review
 _____ Grant Review

For the Fayetteville City Council meeting of - February 1, 2000

FROM:

Name	Division	Department
Gina Roberts	City Clerks	City Clerks

ACTION REQUESTED: To Adopt a Resolution authorizing Destruction of Records

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached _____

Budget Coordinator	Administrative Services Director
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CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:

<u>Accounting Manager</u>	<u>Date</u>	<u>ADA Coordinator</u>	<u>Date</u>
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City Attorney Date Internal Auditor Date

<u>Purchasing Officer</u>	<u>Date</u>
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STAFF RECOMMENDATION:

Division Head Date Cross Reference

Department Director _____ Date _____ New Item: Yes No

Administrative Services _____ Date _____ Prev Ord/Res#: _____
Director

Mayor

Date

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Fayetteville City Council
FROM: Gina Roberts, Microfilm Clerk
DATE: January 14, 2000
SUBJECT: Destruction of Records

Attached is a listing of records that are ready for destruction. All of the records have been microfilmed, and the original document has been maintained for the required length of time. The microfilm will be maintained as a permanent record.

COUNCIL ACTION REQUESTED: Adopt a resolution authorizing destruction of the records as listed on the attached pages.

Attachment

DESTRUCTION RECORDS FOR 1999

ACCOUNTING/AUDIT:

Accounts Receivable for 1994
Audit Schedules 1991 & 1992
Audit Workpapers 1988, 1989 & 1990
Bank Reconciliation 1994
Bond Stms-Sales & Use Tax Series 1985 & Airport Rev Series 1979
CEC Revenue Bonds Series and Trustee Bond Statements 1988-1993
Cash Receipts Detail Cameo History 1994 (5 Registers)
Cash Receipts Listed By Received From Cameo History 1994
Finance Directors Scott Linebaugh Files 1980-1987
HMR & Supplemental Beverage Files 1993, 1994, 1995 & 1996
Journal Entries for 1994, 1995, 1996
Municipal Billing/Accounts Receivable 1993
Municipal Courts Bank Statements 9/93 thru 7/95 All Four Funds
Old Fixed Asset Records (Vendor Type Doc) 1940's thru 1950's*
Payroll Clerks Terminated Employee Files 1994, 1995 & 1996
Payroll Time Sheets and File Maintenance 1995 & 1996
Payroll Register 1996 PR#1 thru PR#26
Pension Register for Police and Fire 1996
Receipts by Number-Summary Cameo History 1994
Sales & Use Tax Capital Imp Bond-1990 Trustee Stm. 1990-1993
Sales Tax Capital Impr. Bonds 1986 (Art Center Bond) 1986-1993
Vendor Files Accounts Payable 1995 (27 Boxes)
Walton Arts Center Trustee Statements 1989 thru 1993

BUDGET/RESEARCH:

A/S Director Files from Budget/Research 1985-1994
Miscellaneous Files from 1989 thru 1994
Performance Audit 1985
Quarterly Management Report Data 1992-1993
Sale Tax Refund Claim Forms (Yellow Duplicate Copy) 1993
Sales Tax Refund (W/S Refund Printout) 1993

BUSINESS OFFICE:

Bad Debt Drops First thru Fourth Qtr. 1996
Bank Draft Registers 1998
Billing Registers May 1998 thru Dec 1998 cycles 1 thru 9
Cash Receipts Registers May 1998 thru Dec 1998
Deposit Collections 1998
Final Billing Registers 1998
First Bad Debt Drops on NWS System November 1992
Payment & Adj Register (S/36 2 Yr History) Sept 1990-Aug 31, 1992
Refund Check Registers 1994 thru 1996
Selected Transaction Reports 1992 thru 1993
UB A/R Aging Report (Conversion) August 1992
UB A/R Bad Debt Detail End of Year 1995

DESTRUCTION RECORDS FOR 1999

BUSINESS OFFICE:

UB A/R Reports End of Year 1995
UB Adjustment Register 1998
UB Customer Deposit Report End of Year 1995
UB End of Month Report Sept 1992 thru Dec 1993
UB End of Month Reports 1994 & 1995
UB End of Year A/R Detail 1995 cycles 1-8
UB Miscellaneous Statistical Reports 1993
UB Month End Report Register 1996 & 1997
UB Payment Register April 1998 thru Dec 1998
UB Refund Checks Sept 1992 thru Dec 1993
UB Solid Waste Detail End of Year 1995
UB Yearend Registers 1996, 1998
Updated Meter Reads from PC Listing (PEL'S) 1-19-98 thru 12-7-98

CITY ATTORNEY:

Closed 1988 thru 5-1989 Files

CITY CLERKS FILES:

City Council Agenda's 1-4-94 thru 12-20-94
Old City Clerks Files 1924 thru 1985 from Bond Issue thru W/S

COMMUNITY DEVELOPMENT:

Accounts Payable Vendor File 1990-1991
Administration Applications thru Urban Renewal 1970 thru 1981
Administration Files 1985 Admin. Budget 1985 thru Street Improve.
Administration Files and Project Files 1985 thru 1994
Administration Program and Project Files 1986
Administration Program and Project Files 1987
Elderly Taxi Program 1989-1995 & You Can Program 1989-1990
Rehabilitation Project Files 1-93 thru 12-94
Taxi Coupons 1993, 1995 & 1996 Storage Only
Urgent Needs Files 1975 thru 1977

FIRE DEPARTMENT:

Uniform Receipts 1991 thru 1996

INSPECTIONS:

Misc. Property Sign Information/Richard Wilson's Files 1989-1994

INTERNAL AUDITOR:

Contract Files #115-#413 1990 thru 1995

DESTRUCTION RECORDS FOR 1999

MAYORS OFFICE:

City Managers Files from 1975 thru 1981
City Manager Scott Linebaugh Corres. In House 1987-1991
City Manager Jim Pennington 1992
Miscellaneous Incinerator Files 1982-1992
NWARRA Facility Qualif & Proposal Louis Watts Files 1982-1983
Performance Audit Reference Files 1985
Public Service Directors Marty Coats-Files 1989-1993
Public Works Director Deryl Burch 1982-1987
Volunteer Files 1986 thru 1993
Weekly Management Reports Vol 1 thru 4 1989-1992

MUNICIPAL COURT:

Accounts Paid In Full Report 1988 thru 1992
Accounts Receivable Assessments for Yearend 1991 & 1992
Aged Accounts Receivable 1988 thru 1991
Aged Accounts Receivable Assessment Jan thru July 1992
Archived Court Cases as of August 1989
Arrest Reports 1988 thru 1992
Bad Debt Accounts November 1990
City Daily Adjustment Journal and Old History 1988 thru 1992
City Daily Receipts Journal Entries 1988 thru 1992
Civil Docket Dump 1990 & 1992
Collection List 1988, 1990 & 1992
County Daily Adjustments and Old History 1988 thru 1992
County Daily Receipts Journal 1988 thru 1992
County Docket Dumps 1989 & 1990
Deposit and Disbursements 1989
Docket Dumps for 1988 thru 1991
Expenditure Report (Detailed) 1991 & 1992
List of All Tickets Issued 1/88 thru 12/88
Monthly Updates 1988 thru 1992
Small Claims Docket Dump 1990 & 1991
Ticket Book Run 1989 & 1990
Yearend Status Report County 1991 & 1992 (Docket Dumps)

PARKING MANAGEMENT:

Accounts with Balance Greater than or equal to \$50 6/91 to 2/92
Closed Workorder Edit List 1992
Daily Journal Parking Issue and Receipts JE's 1989
Daily Workorder Report 1989
Inventory (Issues Edit List) 1991
Inventory (Receipts Edit List) 1991
Issued Tickets and Warrant Increases 1989
Listing of Current and Not Posted Payments 1989-1991
Listing of Current and Not Posted Payments 1/16/92 thru 8/31/92

DESTRUCTION RECORDS FOR 1999

PARKING MANAGEMENT:

Listing of Current and Not Posted Payments 9-2-92 thru 1-11-93
Listing of Issued and Not Posted Tickets 1990 & 1991
Listing of Purged Zero Balance Tickets 1989-1990
Municipal Parking Lots (2,5,7) Alpha & Pmts. List 3/92 thru 3/96
New Ticket Edit Listing 1-6-92 thru 12-22-93
Open and Paid Tickets 1992 which have been Purged
Open Tickets Posted 1995, 1996
Paid and/or Voided Parking Tickets Prior to 8/94
Paid and/or Voided Parking Tickets 1994, 1995 & 1996
Parking Card Payments 1989
Parking Card Payments Rec & Return Rec on Summons 1987-1991
Parking Card Payments and File Maintenance 1991
Parking File Maintenance 1989
Parking Issue & Receipts JE's (Cash Payment) 1991
Parking Issue & Receipts JE's (Tickets Issue) 1991
Parking Tickets that were Paid, Voided or Written Off 1/91-12/92
Purged Parking Tickets 1993 & 1994
Purged Parking Ticket Paid or Written Off 1/1899 to 12/90 (1985)
Purged Tickets "Notices" 01/01/1899 thru 12/31/96 as of 1998
Purged Tickets "Open" 01/01/1899 thru 12/31/96 as of 1998
Purged Tickets "Paid" 01/01/1899 thru 12/31/96 as of 1998
Purged Tickets "Voids" 01/01/1899 thru 12/31/96 as of 1998
Purged Tickets "Notice Status" 1/1/1899 thru 12/31/96 as of 1999
Purged Tickets "Summons Status" 1/1/1899 thru 12/31/96 as of 1999
Selected Ticket Report 1/1899 thru 12/31/93
Selected Tickets Report (Write Offs) 12-91 thru 11-92
Stock Status Report (Warehouse 500) 1991
Ticket Payments-Purged, open, paid or void 1996
Ticket Written Off 1985 thru 1991
Updated Payments 1/30-95 thru 12/29/95
Voids-Parking Adjustment (Not Posted) JE's 1/91 thru 12/92
Workorders Edit List Closed 1991

PERSONNEL

Comp Time Sheets for 1990, 1991 & 1992
General Applications 1997 & 1998 (Stored Only)
Police and Fire Applications Not Hired 1991-1993

PURCHASING:

Accident Reports 1991 thru 1994
Bid's, RFP's & RFQ's for 1994
Pink Copy of Purchase Order 1995
Proposal & Qualification for Special Projects 1993-1994
Purchase Orders Edit List & Changed PO's 1994 & 1995
Purchase Orders Edit and Updates 1994, 1995 & 1996

DESTRUCTION RECORDS FOR 1999

SHOP/FLEET OPER:

Edit Inventory & Vehicle Maint. Report 1995 & 1996
Fuel Log Records 1997
Fuel Records & Purchase Orders 1995
Purchase Orders Jan thru Dec 1996
Miscellaneous Shop Files 1988 thru 1997
Motorpool Charges Summary 9/96 thru 11/96
Shop Corres & Purchase Orders 1988 thru 1996
Shop Workorder Jan 1995 thru Aug 1996
Shop Workorders 1989 thru 1995
Vehicle Master File Inquiry by Vehicle number 1991
Vehicle Maintenance Fuel Logs 1/94 thru 4/95
Vehicle Maintenance Fuel Usage 7/88 thru 2/91
Vehicle Maintenance Register 1997
Vehicle Maint Posted Fuel/Fluid Usage Report 1993 thru 1995
Vehicle Maint Posted Trans Edit for Fuel Usage 1993-1996
Vehicle Maint Posted Trans Edit Report for Shop Warehouse 1993-96
Vehicle Maint Warehouse Posted Edit Reports 1994
Vehicle Maint Workorders-Vehicle Labor Info 1/89 thru 12/94
Vehicle Workorders for Vehicles the City No Longer Owns 1989-98

WATER/SEWER:

W/S City Engineering Correspondence Files 1940 thru 1975
W/S Misc. Records-Daily Reports, Locates & Operations 1998
W/S Sewer Workorders 1996
W/S Water Workorders 1996
W/S Warehouse Material Issue Slips & Edit List 1993 thru 1995

DESTRUCTION LIST FOR 1999
CITY ATTORNEY'S FILES

DESCRIPTION	DATE RETIRED
1986 FILES	
City of Fayetteville vs Broccard, C.J.	10-21-86
1988 FILES	
City of Fayetteville vs Pearson, First National Bank & Deckert	1-8-88
City of Fayetteville vs Greenwood, Hoyet & Jean	1-8-88
City of Fayetteville vs C.T. Pearson & Rees, Ruby	1-8-88
City of Fayetteville vs Hinkle, Wayne	1-8-88
City of Fayetteville vs Pearson, Adamson & Deckert	1-8-88
Rose, James Kenneth vs City of Fayetteville	2-11-88
Reagan, Peter T. et al vs City of Fayetteville	2-26-88
City of Fayetteville, Atha, Gary & Phillips, Lucian	4-1-88
Recodification Project	12-6-88
Arkansas River Compact Commission	6-6-88
Charter Medical Corporation Refunding Bond	6-23-88
Harrison, Michael vs City of Fayetteville	6-23-88
City of Fayetteville vs McBroom, Homer & Beulah (87-331)	8-19-88
City of Fayetteville vs McBroom, Homer J. and Beulah M. (87-332)	8-19-88
City of Fayetteville vs Porter, Robert & Pinkerton, Mary F.	10-17-88

DESTRUCTION LIST FOR 1999
CITY ATTORNEY'S FILES

DESCRIPTION	DATE RETIRED
1989 FILES	
City of Fayetteville vs Signal Delivery Service Inc.	2-10-89
City National Bank of Ft. Smith Property Clean Up 615 College	5-1-89
City of Fayetteville vs Alcoholic Beverage Control	5-1-89
City of Fayetteville vs Louis Apple	5-1-89
City of Fayetteville vs Cash and Smith	5-1-89
City of Fayetteville vs Brenda Gail Dunn	5-1-89
City of Fayetteville vs Randy Dodd dba Chicken Country	5-1-89
City of Fayetteville vs Estate of Curtis R. Emery (Maxwell St. House Removal)	5-1-89
City of Fayetteville vs Ibsen, Michael Dane	5-1-89
City of Fayetteville vs Parish A. Jr. (87-333)	5-1-89
City of Fayetteville vs Parish, James and Frances (87-334)	5-1-89
City of Fayetteville vs Parish, James A. and Frances M. (87-335)	5-1-89
Richey Stegall vs City of Fayetteville	5-1-89
City of Fayetteville vs Williams (Washington Ave. Property Clean-Up)	5-1-89
City of Fayetteville vs Goldie Wilson Locust St. Property	5-1-89
Grimes, Donald L. vs City of Fayetteville	5-1-89
Klinger, Timothy C. vs City of Fayetteville	5-1-89
Oldham, Paul vs City of Fayetteville	5-1-89
Shaddox, Rosemary vs City of Fayetteville	5-1-89

DESTRUCTION LIST FOR 1999
CITY ATTORNEY'S FILES

DESCRIPTION

DATE RETIRED

Washington County vs. Jimmie Lou Fisher
House, Gregory T. vs City of Fayetteville
Hudson, Sharon Lee vs City of Fayetteville

5-1-89

5-2-89

5-2-89

STAFF REVIEW FORM

Rollforwards
A. 3. Page 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of February 1, 2000

FROM:

<u>Steve Davis</u>	<u>Budget & Research</u>	<u>Administrative Services</u>
Name	Division	Department

ACTION REQUIRED:

The City Council is requested to approve a budget adjustment which will allow for the rollforward of all projects or items in progress which were appropriated in the 1999 Budget. The items which are approved will become part of the 2000 Budget.

COST TO CITY:

<u>\$ See Attachment</u>	<u>See Attachment</u>	<u>See Attachment</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>See Attachment</u>	<u>See Attachment</u>	<u>See Attachment</u>
Account Number	Funds Used To Date	Program Name
<u>See Attachment</u>	<u>See Attachment</u>	<u>See Attachment</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: Budgeted Item X Budget Adjustment Attached

[Signature]
Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>Mary Lynn Cramer</u>	<u>1-14-00</u>	<u>Yolanda Fields</u>	<u>1-14-00</u>
Accounting Manager	Date	Internal Auditor	Date
<u>[Signature]</u>	<u>1-14-00</u>	<u> </u>	<u> </u>
City Attorney	Date	ADA Coordinator	Date
<u>[Signature]</u>	<u>1-17-00</u>	<u> </u>	<u> </u>
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Staff recommends approval of the rollforward budget adjustment.

[Signature]
Division Head

1/15/00
Date

Cross Reference

Department Director

Date

New Item: **Yes** **No**

[Signature]
Administrative Services Director

1/17/00
Date

Prev Ord/Res #:

[Signature]
Mayor

1/17/00
Date

Orig Contract Date:

Rollforwards

A. 3. Page 2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Council

THRU: Fred Hanna, Mayor
John Maguire, Administrative Services Director



FROM: Budget & Research 

DATE: January 14, 2000

SUBJECT: 1999 Budget Rollforwards

Attached, please find a schedule of capital projects and program items which were included in the 1999 Budget, but did not incur a financial obligation during the 1999 fiscal year. The 1999 estimated unreserved fund balance/retained earnings, for the respective funds, reflects the cost of the requested rollforward. Therefore, approval of these items to be made part of the 2000 appropriations will not impact the City's budgeted financial position. The rollforward of prior year appropriated projects and items in this manner is a normal operating procedure. Approval of this request will allow the 2000 Budget to be increased to reflect the attached information. Several of the requested rollforwards include a revenue offset in the form of grant revenues.

Total requested rollforwards for all funds is \$17,622,762. A summary of all rollforwards requiring City Council action is described in the table below.

City Council Approval Requested

Rollforward Description	Amount
Street, Bridge & Drainage, and Transportation Improvements	\$5,824,048
Water & Sewer Improvements	4,326,385
Wastewater Treatment & Expansion Improvements	2,050,305
Fleet Replacements/Expansions	1,152,535
Parks & Recreation Improvements	1,099,114
Airport Improvements	505,507
Public Safety Improvements	409,221
Miscellaneous Operating & Capital Improvements	2,255,647
Total	\$17,622,762

In addition to the projects discussed above, \$14,760,790 of projects and items were in progress at the end of the year. The unexpended budget on these financial obligations will also be rolled forward and become a part of the 2000 budget. These items do not require additional action by Council because these items have either a contractual agreement or have been authorized by purchase order. For your information, a summary by project type is included in the table below.

Informational Rollforwards

Rollforward Description	Amount
Town Center Construction	\$7,049,329
Street, Bridge & Drainage and Transportation Improvements	3,568,184
Water & Sewer Improvements	2,063,431
Fleet Replacements/Expansions	892,600
Public Safety Improvements	224,479
Parks & Recreation Improvements	179,577
Wastewater Treatment & Expansion Improvements	155,226
Airport Improvements	121,016
Miscellaneous Operating & Capital Improvements	506,948
Total	\$14,760,790

If you have any questions concerning the attachments, or the procedure please feel free to contact the Budget & Research Division. Thank you.

Rollforwards**A. 3. Page 4**

City of Fayetteville, Arkansas
1999 City Council Rollforwards

Account	Description	Amount
<u>Street, Bridge & Drainage, and Transportation Improvements</u>		
4470-9470-5809-00	Arkansas Avenue Improvements	\$ 24,542
4470-9470-5817-00	Clear Creek Bridge Improvements	26,711
4470-9470-5809-00	Cleveland Street - Garland To Frisco	8,849
4470-9470-5809-00	Dickson Street Enhancements	2,135,022
4470-9470-5817-00	Double Springs Road Bridge Replacement	137,600
2130-9130-5315-00	Downtown Parking Master Plan	38,000
4470-9470-5817-00	Drainage Study And Master Plan	70,000
4470-9470-5314-00	Drainage Study And Master Plan	180,400
4470-9470-5814-00	Fayetteville Multi-Use Trail	750,000
4470-9470-5809-00	Gregg Avenue - Highway 71 To Mud Creek	35,000
4470-9470-5809-00	Highway 16 West Highway Widening	884,039
4470-9470-5809-00	In-House Pavement Improvements	28,786
4470-9470-5809-00	Intersection Improvements	4,366
4470-9470-5314-00	Lake Fayetteville Dam - Emergency Action Plan	5,954
4470-9470-5817-00	Londonderry Drainage Improvements	116,468
4470-9470-5212-00	M U T C D Sign Machine Material	6,549
4470-9470-5817-00	Miscellaneous Drainage Improvements	62,092
4470-9470-5809-00	Old Missouri Road / Zion Road Intersection	60,627
4470-9470-5817-00	Ora Drive Drainage Improvements	150,000
2130-9130-5411-00	Parking Deck Rehabilitation	108,432
2130-9130-5819-00	Parking Lot Overlays	10,000
4470-9470-5809-00	Plainview Avenue Improvements	10,415
4470-9470-5809-00	Poplar Street Improvements	124,763
4470-9470-5809-00	Ripple Road Area Improvements	95,380
4470-9470-5817-00	Shenandoah Mobile Home Park - Drain Improvements	70,469
4470-9470-5814-00	Sidewalk Improvements	305,306
4470-9470-5809-00	Sixth Street Extension to East Huntsville Road	206,055
4470-9470-5809-00	Steele Property - Street Improvements	7,466
4470-9470-5809-00	Sunbridge Extension from Villa to North College	35,774
4470-9470-5809-00	Sycamore Street - Leverett to Garland	68,407
4470-9470-5890-00	Traffic Signal Improvements	2,786
4470-9470-5801-00	Traffic Signal Improvements	53,100
4470-9470-5809-00	Twentieth Street - West of South School	690
		<u>5,824,048</u>

Water & Sewer Improvements

5400-5600-5808-00	Ash Street Backup Generator & Waterline Crossings	92,511
5400-1830-5801-00	Backflow Prevention Assemblies	42,625
4470-9470-5808-00	Dickson Street - Water/Sewer Relocations	119,626
5400-5600-5808-00	Double Springs Bridge - Water Relocations	60,000
5400-5600-5808-00	Highway 16 West Water/Sewer Relocation	81,849
5400-5600-5808-00	Highway 265 - Water/Sewer Relocations	1,925,482
5400-5600-5808-00	Highway 45 East Pump Station & Elevated Tank	126,647
4470-9470-5808-00	Lake Fayetteville Dam - Monitoring Wells	34,349
5400-5600-5808-00	Rolling Hills - Water Line Replacement	3,620
5400-5700-5815-00	Sanitary Sewer Rehabilitation	114,899
4470-9470-5815-00	Sanitary Sewer Rehabilitation	736,447

Account	Description	Amount
5400-5600-5808-00	Shenandoah Mobile Home Park - Waterline Replacements	168,600
5400-5700-5315-00	S.C.A.D.A. System Upgrade	115,216
4470-9470-5801-00	W & S Improvements - Defined By Study	9,892
4470-9470-5808-00	W & S Improvements - Defined By Study	25,798
5400-1820-5314-00	W & S Operations/Rate Study	74,113
4470-9470-5808-00	Water And Sewer Cost Sharing	67,154
5400-5600-5808-00	Water And Sewer Cost Sharing	23,356
5400-5600-5808-00	Water Tank Paint - Rogers Drive & Baxter Lane	250,000
5400-5600-5314-00	Water & Sewer Operations Building	23,100
5400-5600-5808-00	West Fork Meter Vault Reconstruction	11,680
5400-5600-5808-00	Wheeler Water District Purchase	145,000
5400-1820-5314-00	White River Rate Study	14,421
5400-1820-5314-00	W.W.T.P. Impact Fee Study	60,000
		<u>4,326,385</u>

Waste Water Treatment & Expansion Improvements

5400-5800-5801-00	Plant Pumps And Equipment	2,555
5400-5800-5801-00	Replace Bar Screen	7,546
5400-5800-5801-00	Safety Equipment Improvements	18,244
5400-5800-5801-00	Ultraviolet Disinfection System	54,184
5400-5100-5414-00	Upgrade/Replace Lift Stations	6,484
5400-5800-5801-00	W.W.T.P. Computer System Upgrade/Maintenance	1,539
5400-5700-5314-00	Wastewater Treatment Plant - Engineering	1,866,507
5400-5800-5805-00	Wastewater Treatment Plant - Expansion	93,246
		<u>2,050,305</u>

Fleet Replacements / Expansions

9700-1920-5315-00	Fleet Operations Vehicle Study	20,000
9700-1920-5801-00	Fuel Storage - Replacements	20,870
9700-1920-5802-00	Light/Medium Utility Vehicles - Replacement / Expansion	268,200
9700-1920-5802-00	Medium/Heavy Utility Vehicles - Replacement / Expansion	634,398
9700-1920-5802-00	Other Vehicles/Equipment - Replacement / Expansion	38,081
9700-1920-5802-00	Police/Passenger Vehicles - Replacement / Expansion	7,418
9700-1920-5802-00	Sanitation Vehicles/Equipment - Replacement / Expansion	123,478
9700-1920-5804-00	Wash Bay & Covered Storage Improvements	40,090
		<u>1,152,535</u>

Parks & Recreation Improvements

4470-9470-5806-00	Babe Ruth Ballpark Improvements	14,654
4470-9470-5806-00	Citywide Park Master Plan	25,000
2250-9250-5806-00	Gary Hampton Softball Complex	1,478
4470-9470-5817-00	Greathouse Bridge Replacement	16,000
4470-9470-5806-00	Lake Fayetteville South Restrooms/Parking	8,832
2250-9250-5814-00	Lake Fayetteville Trail	120,013
4470-9470-5806-00	Lake Fayetteville/Sequoyah Improvements	91,477
4470-9470-5806-00	Lewis Soccer Field Complex	12,801
2250-9250-5814-00	Mud Creek Tributary Trail	20,000

Rollforwards

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Arkansas

1999 City Council Rollforwards

Account	Description	Amount
4470-9470-5806-00	Other Park Improvements	3,676
4470-9470-5806-00	Park Entrance Gates & Signs	3,725
2250-9250-5805-00	Park Land Acquisitions	50,000
4470-9470-5804-00	Parks Maintenance Complex	95,919
2250-9250-5806-00	Playground Renovations	4,819
4470-9470-5819-00	Walker Park Parking Lot Improvements	16,954
2250-9250-5804-00	Walker Park Senior Complex	250,000
4470-9470-5804-00	Walker Park Senior Complex	176,000
2250-9250-5806-00	Walker Park Senior Complex	133,895
2180-4990-5722-00	Walker Park Senior Complex	344,622
2180-0918-4320-00	CDBG Grant	(344,622)
2250-9250-5814-00	Walker Park Trail / Parking Lot	30,034
4470-9470-5806-00	Wilson Park - Aquatic Facility Improvements	7,150
2250-9250-5806-00	Wilson Park Castle Renovation	839
4470-9470-5806-00	Wilson Pool Improvements	15,848
		<u>1,099,114</u>

Airport Improvements

5550-3960-7820-25	Airfield Lighting Rehabilitation - A.I.P. #25	133,569
5550-0955-6802-25	Grant - Airfield Lighting Rehabilitation - A.I.P. #25	(120,212)
5550-3960-5400-00	Airfield Marking	7,624
5550-3960-7820-21	Airport Master Plan / Snow Blower	14,290
5550-0955-6802-21	Grant - Airport Master Plan / Snow Blower	(12,861)
5550-3960-7820-27	A.D.A. Commuter Ramps	25,000
5550-0955-6802-27	Grant - A.D.A. Commuter Ramps	(22,500)
5550-3960-5400-00	Economic Development Office Renovation	4,481
5550-3960-7820-27	Federal Grant & Local Matches	37,700
5550-3960-5801-00	Fuel Farm Replacement	57,005
5550-3960-5314-00	Fuel Farm Replacement	29,597
5550-3960-5804-00	New Industrial Hangar	200,000
5550-3960-5804-00	Old Fire Station Renovation	4,159
5550-3960-5400-00	Pavement Maintenance	59,815
5550-3960-5314-00	Professional Services	12,075
5550-3960-5314-00	Professional Services	49,892
5550-3960-7820-27	Terminal Ramp Rehabilitation	19,418
5550-0955-6802-27	Grant - Terminal Ramp Rehabilitation	(17,476)
5550-3960-5804-00	T-Hangar Unit	23,931
		<u>505,507</u>

Public Safety Improvements

4470-9470-5802-00	Fire Apparatus - Fire Station #4 Replacement	11,094
4470-9470-5801-00	Fire Facility Maintenance	15,541
4470-9470-5804-00	Fire Station #4 - Expansion	19,708
4470-9470-5804-00	Fire Station #6 - Expansion	13,731
4470-9470-5400-00	HVAC Improvements - Fire Department	10,000
4470-9470-5801-00	Live Scan Fingerprinting	30,000
4470-9470-5801-00	Mobile Data Terminal - Communications System	66,794
4470-9470-5801-00	Police Emergency Generator	80,000

Account	Description	Amount
4470-9470-5801-00	Police Handgun Replacements	22,209
4470-9470-5803-00	Police Office Partitions And Furniture	16,708
4470-9470-5801-00	Police Telephone System Upgrade	12,877
4470-9470-5801-00	P.C./Terminal - Police Upgrade/Replacement	10,559
4470-9470-5801-00	Radio System Replacement	100,000
		<u>409,221</u>
<u>Miscellaneous Operating & Capital Improvements</u>		
1010-6220-5209-00	2000 Version of CAD Software	2,100
4470-9470-5801-00	A S /400 Minicomputer System Upgrades	65,000
4470-9470-5801-00	Animal Shelter A/C Replacement	15,000
4470-9470-5804-00	Animal Shelter Expansion	36,870
4470-9470-5804-00	Blue Building Renovation	14,372
4470-9470-5804-00	Building Improvements	250,529
1010-6600-5315-00	Census 2000 Funding	15,000
1010-1510-5890-00	Chairs for Main and Microfilm Offices	490
1010-1510-5313-00	Codification & Training	20,377
4470-9470-5816-00	Collection Bins	1,038
5400-5610-5801-00	Color Mini-Camera for Sewer	11,725
5500-5010-5801-00	Commercial Cart Program	12,859
4470-9470-5816-00	Composting Site Improvements	55,000
1010-6600-5315-00	Contract Services (Public Transit)	20,000
5500-5060-5816-00	Curbside Recycling Improvements	30,691
4470-9470-5816-00	Curbside Recycling Improvements	35,000
1010-0310-5100-00	Deputy City Prosecutor - Salaries & Wages	4,246
4470-9470-5801-00	Document Imaging System	100,000
2180-4990-5390-27	Domestic Violence Shelter	278,373
2180-0918-4320-00	CDBG Grant	(278,373)
5500-5060-5816-00	Dumpster Lease Program	50,000
4470-9470-5805-00	Employee Parking Lot	147,600
5550-3950-5308-03	Equipment Rental for 2000	4,000
1010-1710-5416-00	ESRI Annual Software Maintenance due 1/2000	2,500
1010-6220-5890-00	Furniture & Equipment for 1999 Staff Engineer	2,750
1010-0310-5890-00	Furniture (Chairs, Desk)	2,979
4470-9470-5821-00	Geographic Information System	16,137
5550-3950-5400-00	Hangars (2) Painting Project	9,000
4470-9470-5801-00	Industrial Park South - Entrance Enhance	15,000
1010-2010-5890-00	Judge's Bookshelf and Courtroom Prints	2,083
4470-9470-5400-00	Kennel Cage Doors - Woven Wire Replacement	9,600
1010-0210-5100-00	Law Clerk - Salaries & Wages	10,774
5400-4000-5315-00	Leak Detection Contract	10,000
4470-9470-5720-00	Library HVAC Replacement & Improvement	5,909
4470-9470-5314-00	Library Master Plan Development	3,473
4470-9470-5720-00	Library Shelving	10,000
5550-3940-5400-00	Light Pole Painting Project	10,000
4470-9470-5801-00	Local Access Network (LAN) Upgrades	2,710
5550-3940-5200-00	Marketing & Promotion Printing Expense	5,000
5550-3940-5304-00	Marketing & Promotion T&T Expense	6,000
4470-9470-5801-00	Microcomputer Replacements	13,290

Rollforwards

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City of Fayetteville, Arkansas
1999 City Council Rollforwards

Account	Description	Amount
5400-4000-5401-05	Mini-Camera Crawler for Sewer	8,000
1010-6400-5801-00	Municipal Management System	20,406
1010-6300-5801-00	Municipal Management System	21,000
4470-9470-5314-03	New Central Library Building	3,489
1010-6400-5304-00	Non-Structural Plan Review Course	2,176
4470-9470-5315-00	N.W.S. Supplemental Software	11,247
4470-9470-5801-00	Printer Replacements	22,262
1010-3020-5100-00	Programmer / Analyst - Salaries & Wages	28,137
4470-9470-5801-00	P.E.G. Television Center - Equipment	26,885
1010-6400-5890-00	Rack & Drawers for Commercial Plan	2,216
1010-6600-5314-00	Research & Technology Park	46,127
4470-9470-5801-00	Research & Technology Park	600,000
4470-9470-5816-00	Roll-Off Containers	5,487
5400-4410-5216-00	Sewer Construction Materials	19,000
5400-4000-5200-00	Sewer Map Books / Consumer Confidence Reports.	6,000
1010-1510-5209-00	Software Updates in Microfilm Office	1,100
5500-5000-5314-00	Solid Waste Rate Study	20,000
1010-6220-5801-00	Survey Quality GPS Equipment	12,000
5400-4000-5314-00	Surveying Professional Services	20,000
1010-5210-5100-00	Swimming Pool - Salaries & Wages	4,859
2180-4990-5390-24	S.E. Community Center - Addition	15,826
2180-0918-4320-00	CDBG Grant	(15,826)
9700-1910-5214-00	Tool Boxes	1,130
5600-9600-5301-00	Town Center / Parking Garage	127
5600-9600-5804-00	Town Center / Parking Garage	178,024
1010-0350-5304-00	Travel & Training for Seminars	730
4470-9470-5220-00	Tree Planting Program	47,932
4470-9470-5804-00	T.C.A. Building - Renovation Improvements	41,790
1010-6600-5804-00	T.C.A. Building - Renovation Improvements	25,921
5400-4310-5216-00	Water Construction Materials	19,000
1010-3030-5304-00	Wildland Fire Fighting Class moved to 2000	1,500
4470-9470-5801-00	Work Order System	30,000
		<u>2,255,647</u>

Total Rollforwards

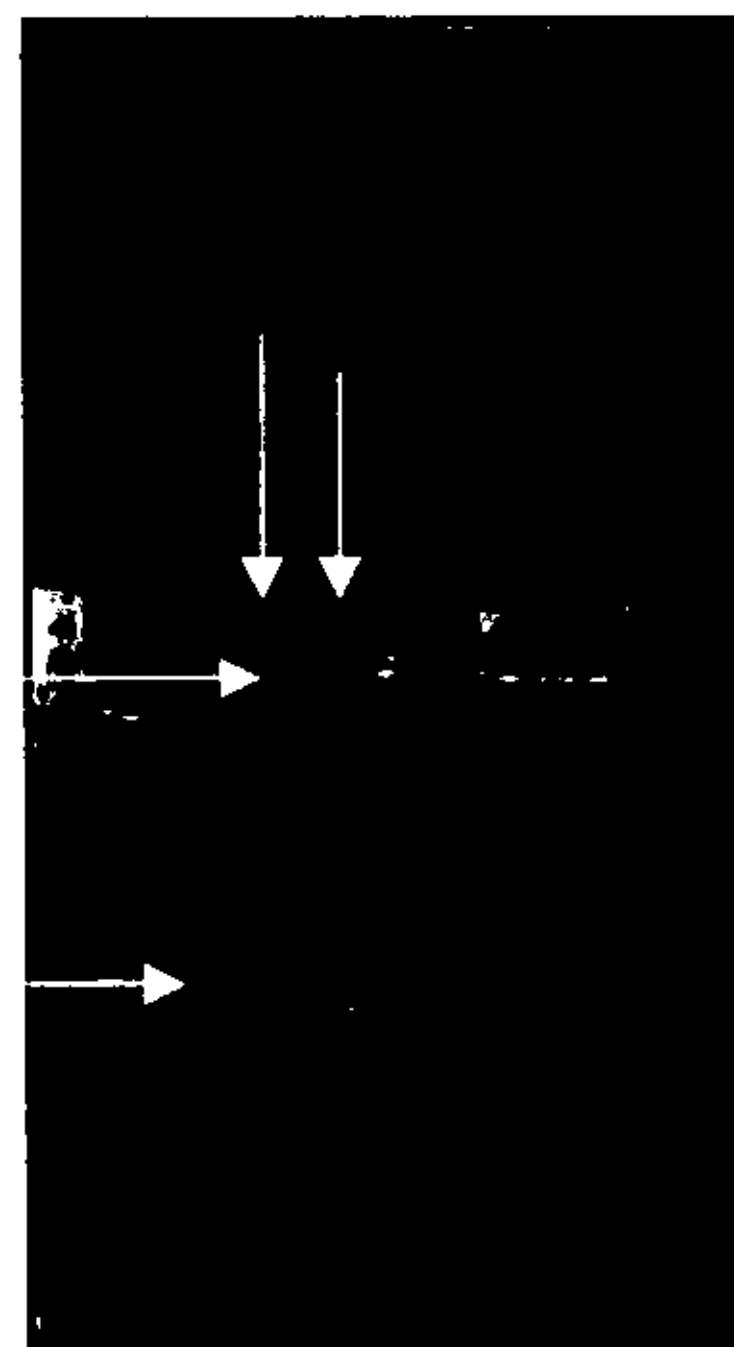
\$ 17,622,762

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handout 1

**Southwestern Bell Telephone Fiber Optic Cable Line
Through Sequoyah Woods Sub-division**



#1 – shorter post is 4'3"



**#2 Four of 5
SWB posts within
2 short blocks**



**#3 Taller posts are
6 1/2 feet tall**



**#4 – closeup showing
brilliant orange/white colors**



The diagram illustrates the experimental setup. A participant is seated at a table, looking at a video screen. A video camera is positioned above the screen. A target is placed on the table. A horizontal arrow indicates the direction of movement from the starting point to the target. A vertical arrow indicates the direction of movement from the starting point to the video screen. A horizontal arrow indicates the direction of movement from the video screen to the target. A vertical arrow indicates the direction of movement from the video screen to the video camera.

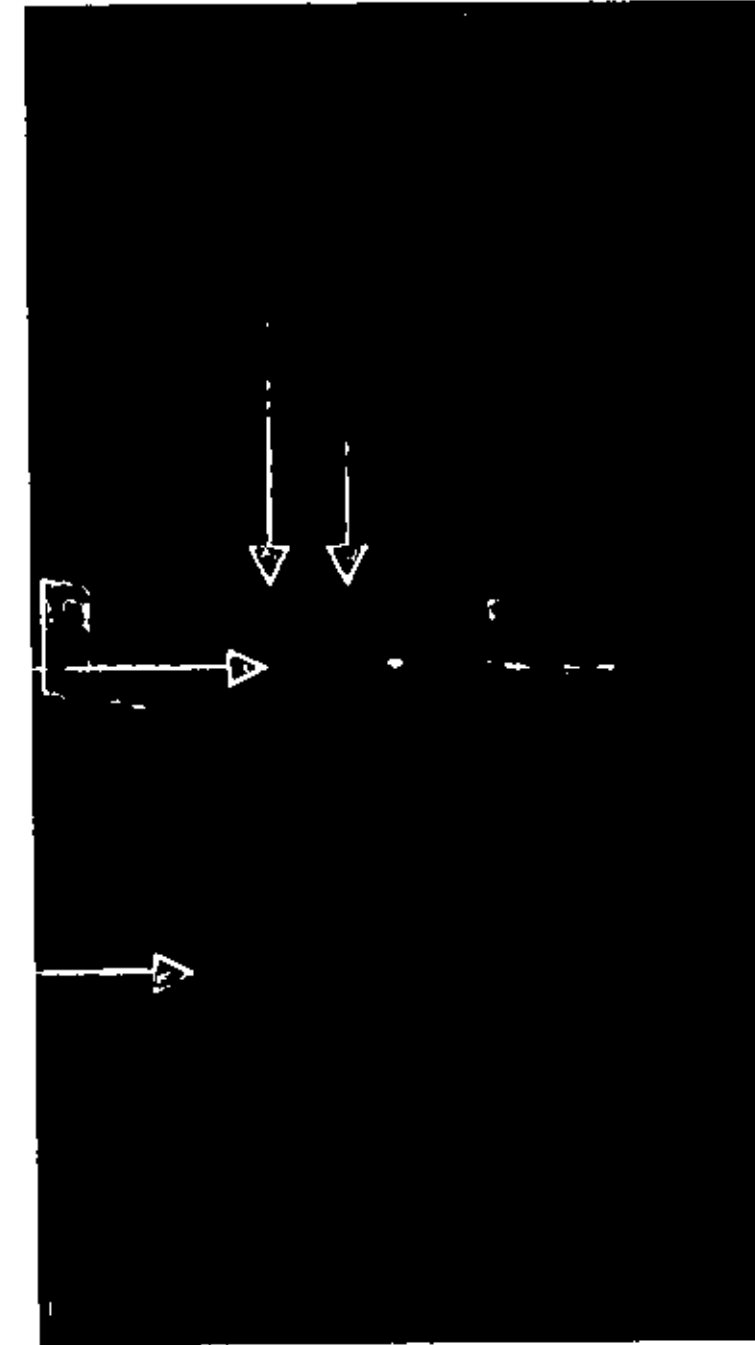
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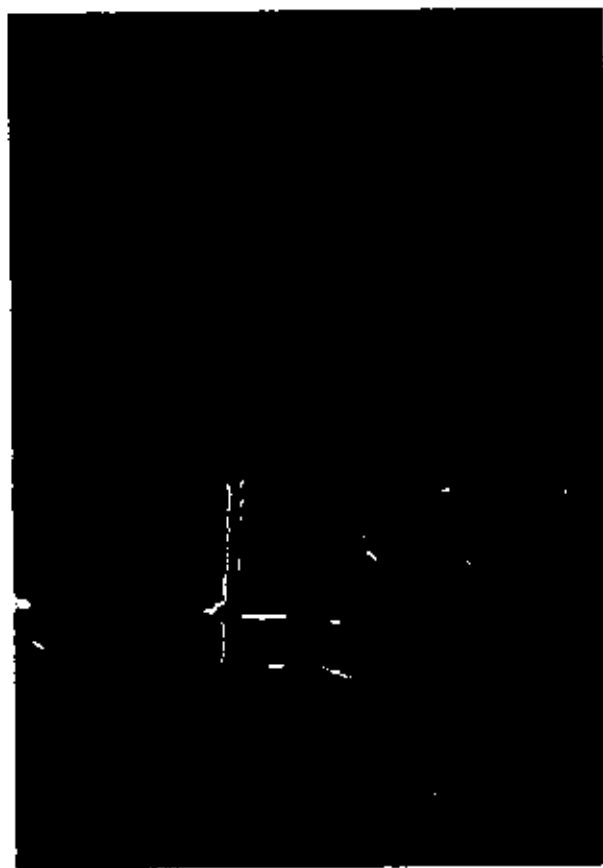
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SWB posts within
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January 10, 1911.

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1911.

THE STATE OF NEW YORK
IN SENATE
January 10, 1911.

REPORT
OF THE
COMMISSIONER OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 1, 1909.

ALBANY:
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REPORT
OF THE
COMMISSIONER OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION
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MAY 1, 1909.

DRAFT

RESOLUTION NO. _____

**A RESOLUTION GRANTING A TEMPORARY REVOCABLE
LICENSE FOR THE PLACEMENT OF BURIED FIBER OPTIC
COMMUNICATION CABLE IN THE STREET AND ALLEY
RIGHTS-OF-WAY.**

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

Section 1. A temporary revocable license is hereby granted to Alltel Communications for the placement and maintenance of buried fiber optic communication cable in the street and alley rights-of-way at the following locations:

The location of the facility shall begin at the northwest corner of Futrall Dr. and 6th Street to Old Farmington Rd, then north to Sang Ave., Sang to Eastern Ave., Eastern to Nettleship St., Nettleship to Hartman Ave., Hartman north to Center St., at Center and Hartman will go aerial to Sang Ave., then back to buried to Hotz Dr., Hotz to the Alltel cell site. Leaving the cellular sit, bury north on Hotz Dr. to Hartman Ave., south along Hartman to Center St., and Center to Razorback Ave., at Razorback and Meadow to a Southwestern Bell manhole. All of the above will be constructed by Alltel.

The portion beginning with the manhole on Razorback will use Southwestern Bell underground duct from that point back to Center St., east to Block St., north on Block to Spring, Spring to the Southwestern Bell office and out of the Southwestern Bell office north on East Ave., to Dickson, Dickson to Highland, Highland to Maple, Maple to College, College to Milsap, ending the Southwestern Bell duct at Milsap Rd.,

The portion from College Ave. on Milsap to Futrall Dr., to U.S. 71 will be constructed by Alltel.

A map depicting the route described above, is attached hereto as Exhibit "A" and made a part hereof.

Section 2. The City shall have no responsibility for the maintenance of said buried fiber optic communication cable. If the fiber optic communication cable is damaged in any manner, same shall be removed by the licensee at the licensee's sole cost and expense in a manner meeting the approval of the Mayor. Upon thirty (30) days notice from the Mayor, the licensee shall remove the fiber optic communication cable from the City right-of-way at the licensee's sole cost and expense and in a manner meeting the approval of the Mayor. The licensee shall hold the City harmless from and indemnify the City from all expenses, losses, costs, causes of action and judgments, including

legal expenses arising from the placement and maintenance of said improvements. Alltel shall contact the Arkansas One Call system for field locations of utilities prior to placement of the fiber optic cable. Alltel shall provide advance notice to all franchise utility companies within the City and will reimburse said companies for any relocation costs necessitated by the cable installation. Prior to the installation of the cable, at a time determined by the Public Works Director, Alltel shall place a \$500,000 performance bond with the City to cover the cost of repairs or other incidental costs to the City associated with service interruption resulting from the installation of the fiber optic communication cable. Alltel shall bore streets whenever possible. Where street cuts are unavoidable, as determined by the Public Works Director, they shall be approved by the Public Works Department and performed in accordance with all street cut ordinances, policies and procedures. The City reserves the right to impose reasonable fees for the location of the permitted or other facilities in the public rights-of-way and the City is currently developing a franchise agreement which, when prepared, shall be substituted for this temporary revocable license. The terms of this temporary revocable license are deemed accepted by the licensee by the licensee's initial or continued placement or maintenance of the fiber optic communication cable at said location.

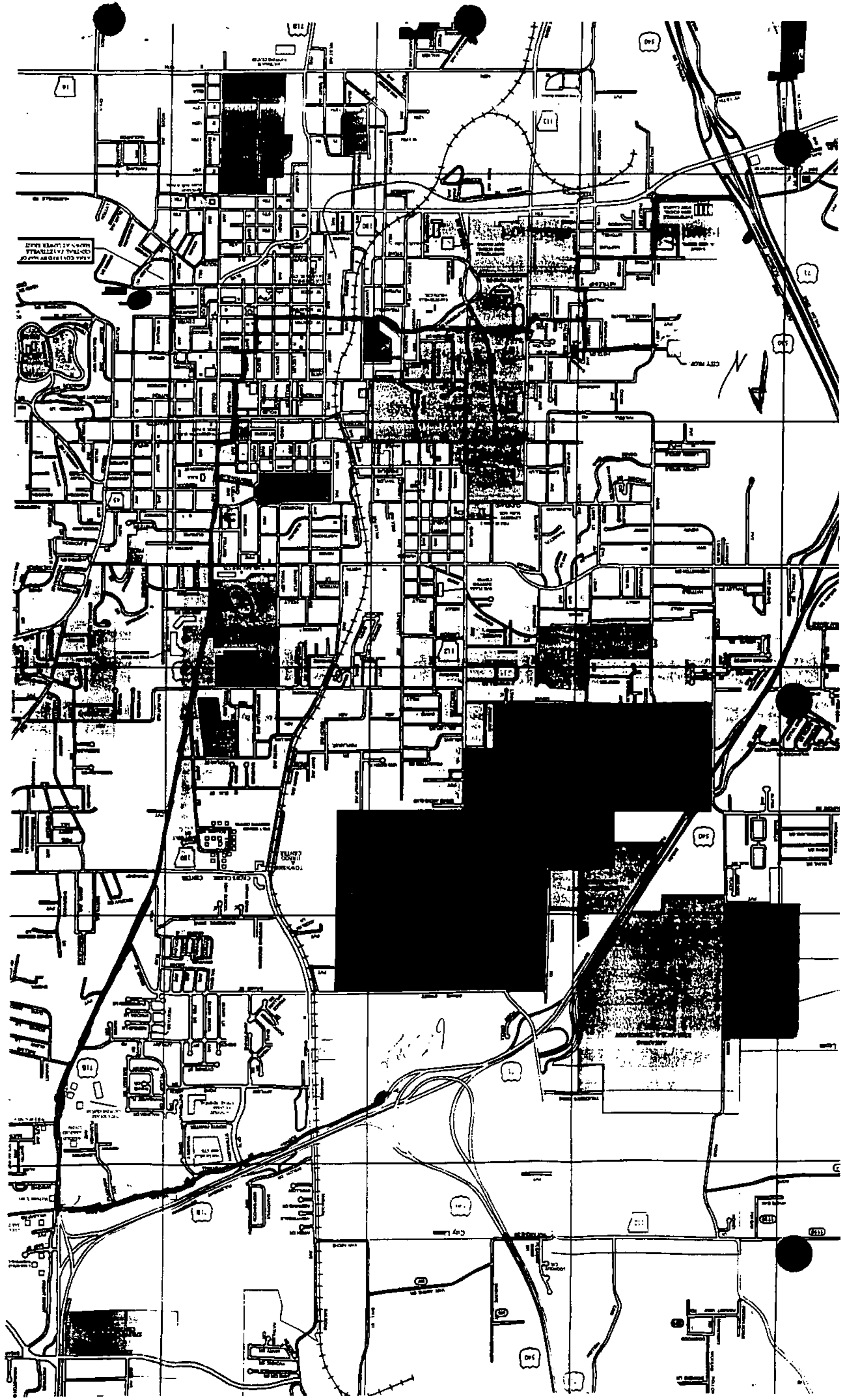
PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk



STAFF REVIEW FORM

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of February 1, 2000.

FROM:

Steve Davis
 Name

Budget & Rearch
 Division

Admin. Services
 Department

ACTION REQUIRED: Approval of a budget adjustment for the settlement with Bakery Feeds.

COST TO CITY:

\$150,000.00	-0-	
Cost of this Request	Category/Project Budget	Category/Project Name
1010 6600 5311 09	-0-	Miscellaneous
Account Number	Funds Used To Date	Program Name
	-0-	General Fund
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

_____ Budgeted Item XX Budget Adjustment Attached

[Signature]
 Budget Manager

_____ Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

[Signature]
 Accounting Manager

1-24-00
 Date

[Signature]
 Internal Auditor

1-24-00
 Date

[Signature]
 City Attorney

1-24-00
 Date

_____ ADA Coordinator

_____ Date

[Signature]
 Purchasing Officer

1-24-00
 Date

STAFF RECOMMENDATION:

[Signature]
 Division Head

1/24/2000
 Date

Cross Reference

New Item: **Yes No**

Prev Ord/Res #: _____

Orig Contract Date: _____

_____ Department Director

_____ Date

[Signature]
 Administrative Services Director

1/24/00
 Date

[Signature]
 Mayor

1/25/00
 Date

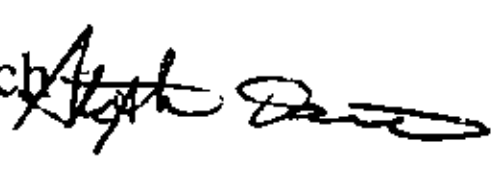
FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: John Maguire, Administrative Services Director

From: Budget & Research 

Date: January 24, 2000

Subject: Budget Adjustment for Bakery Feeds Settlement

Attached is the agenda item approving a budget adjustment in the amount of \$150,000 for the Bakery Feeds settlement approved at the special council meeting on January 13. Funding for this adjustment is an appropriation from General Fund fund balance.

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

Budget Year 2000	Department:	General Government	Date Requested January 14, 2000	Adjustment #
	Division:	Miscellaneous		
	Program:	Miscellaneous		

Project or Item Requested:
A budget adjustment is requested to fund the settlement with Bakery Feeds.

Project or Item Deleted:
None. Use of fund balance is proposed for this adjustment.

Justification of this Increase:
City Council and Bakery Feeds entered into a settlement agreement that, if accepted by all of the parties and respective Judges, will settle all litigation between Bakery Feeds, the City and citizens.

Justification of this Decrease:
Sufficient cash & investments exist in General Fund to fund this request.

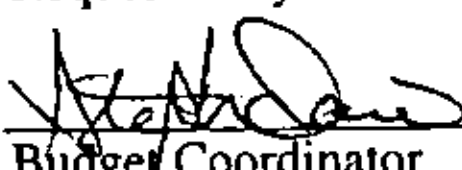
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Settlements	150,000	1010 6600 5311 09	

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Use of Fund Balance	150,000	1010 0001 4999 99	

Approval Signatures

Requested By	Date
	1/24/2000
Budget Coordinator	Date
Department Director	Date
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type: A B C D E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
FAYETTEVILLE DIVISION

JAMES HARP, BILLIE HARP,
WANDA ARNOLD, JOHN ARNOLD,
ROY HARP, WILMA HARP, JERRY
LEWIS, MAXINE LEWIS, CLEO RITCHIE,
W. J. SHEELER, LINDA SHEELER,
VERMALEA SMITH, LENA JENKINS,
JULIAN WATTS and EDWARDENE WATTS

PLAINTIFFS

vs.

No. 99-5075

GRIFFIN INDUSTRIES, INC., A Kentucky
Corporation, d/b/a BAKERY FEEDS

DEFENDANT/COUNTER-PLAINTIFF

CITY OF FAYETTEVILLE, ARKANSAS
A Municipal Corporation

INTERVENOR/
COUNTER-DEFENDANT

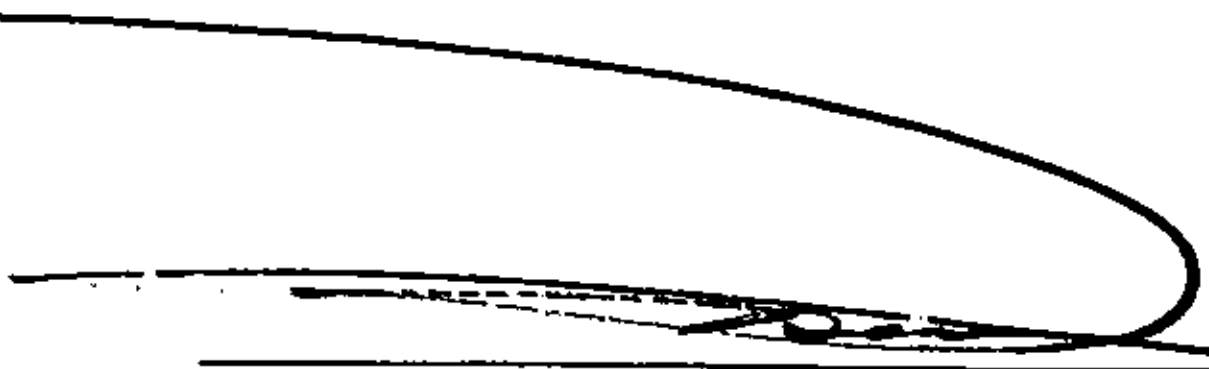
AGREED ORDER OF DISMISSAL

Now on this 21 day of January, 2000, comes on for consideration the
above-styled case. The Court hereby finds:

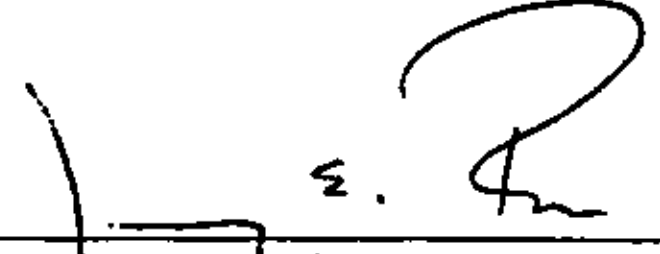
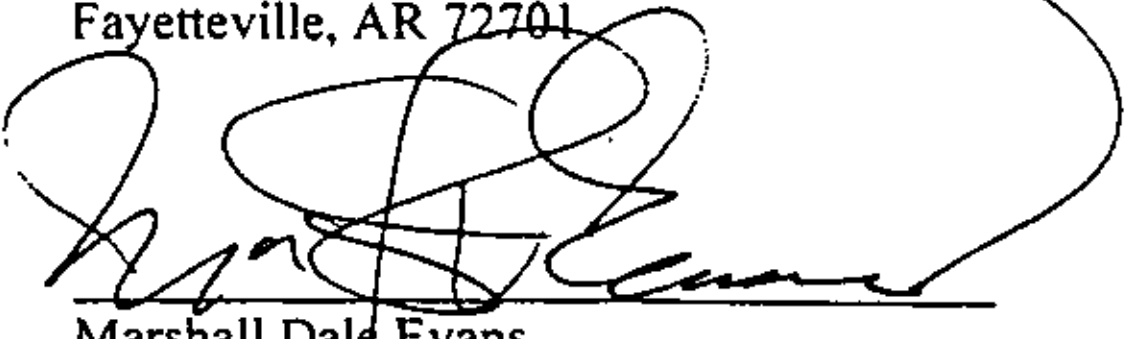
1. That the parties have entered into a Settlement Agreement and Mutual Release ("Settlement Agreement"), a copy of which is attached hereto as Exhibit "A," and which is incorporated herein by reference.
2. That the parties wish to dismiss the instant action in its entirety, with the Court retaining jurisdiction over the enforcement of the Settlement Agreement as set forth in paragraph 22 of the Settlement Agreement.
3. That the Court hereby approves the relevant terms of the Settlement Agreement and agrees to retain jurisdiction of this matter for purposes of enforcing its terms.

IT IS THEREFORE ORDERED that the case be, and it is hereby, dismissed with prejudice,
subject to the terms of the attached Settlement Agreement and Mutual Release.

IT IS SO ORDERED.


UNITED STATES DISTRICT JUDGE

Approved:


John C. Everett
John M. Scott
EVERETT LAW FIRM
P.O. Box 1646
Fayetteville, AR 72702
(501) 443-0292
Jerry E. Rose, City Attorney
113 West Mountain
Fayetteville, AR 72701
Marshall Dale Evans
Evans Law Firm
P.O. Box 1686
Fayetteville, AR 72702-1686

DISTRICT COURT
EASTERN DIST. ARKANSAS
FILED

JAN 21 2000

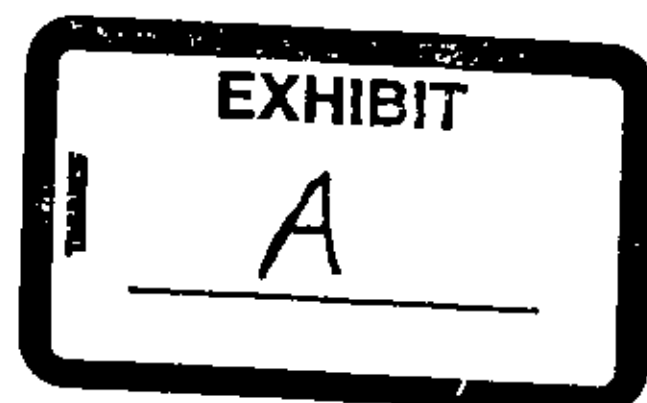
R. JOHNSON, CLERK
DEPUTY CLERK

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereinafter "Settlement Agreement"), dated this 21ST day of January, 2000, is entered into by and among the following, who are collectively referred to as the "Parties": James Harp, Billie Harp, Wanda Arnold, John Arnold, Roy Harp, Wilma Harp, Jerry Lewis, Maxine Lewis, Cleo Ritchie, W. J. Sheeler, Linda Sheeler, Vermalea Smith, Lena Jenkins, Julian Watts, and Edwardene Watts ("James Harp, et al."); Griffin Industries, Inc. d/b/a Bakery Feeds ("Griffin Industries"); the City of Fayetteville, Arkansas, its City Council members in their official capacities -- Robert Reynolds, Ron Austin, Cyrus Young, Kyle Russell, Trent Trumbo, Bob Davis, Kevin Santos, Heather Daniel -- and its Mayor in his official capacity, Fred B. Hanna, Jr., (collectively the "City"); and Teresa Eastin.

RECITALS

1. James Harp, et al. are individuals and residents of Fayetteville, Washington County, Arkansas.
2. Griffin Industries, Inc., is a Kentucky Corporation registered to do business in Arkansas and is doing business in Fayetteville, Washington County, Arkansas.
3. The City of Fayetteville, Arkansas, is a City of the First Class and a Municipal Corporation organized under the Laws of the State of Arkansas.
4. Teresa Eastin, an individual, is a resident of Fayetteville, Washington County, Arkansas.
5. In 1994, Griffin Industries began its Fayetteville operations doing business as Bakery Feeds after receiving several permits from the City. Griffin Industries has continuously operated its business in Fayetteville, Arkansas from September of 1994 through the present.



6. On or around March 1, 1999, Griffin Industries filed its appeal to the Circuit Court of Washington County, Arkansas from the Fayetteville Planning Commission's denial of Griffin Industries' application for a "Conditional Use Unit 28" classification. Case No. CIV 99-248.

7. On April 7, 1999, the City filed a Petition for Injunctive Relief that is currently pending in the Washington County Chancery Court styled City of Fayetteville, a Municipal Corporation v. Griffin Industries, Inc. d/b/a Bakery Feeds Corp. and the Burlington Northern and Santa Fe Railway Company, Case No. E 99-552. Therein, the City has asked the Court to declare the use of Griffin Industries' building and premises to be unlawful under the zoning regulations of the City of Fayetteville. The City has further sought an Order temporarily and permanently enjoining Griffin Industries from "continuing, renewing, and/or extending such unlawful use and enjoining any further use of the building or premises without obtaining a certificate of zoning compliance as required by the zoning regulations of the City of Fayetteville." Griffin Industries denies it is in violation of the City's zoning laws and filed a counterclaim contending that the City's actions have constituted a taking for which just compensation must be paid.

8. On April 26, 1999, James Harp, et al. filed a Petition to abate private nuisance in the Chancery Court of Washington County, Arkansas, Case No. E-99-675. Thereafter, Griffin Industries removed that case to Federal Court in a case which is now captioned James Harp, et al. v. Griffin Industries, Inc., et al., U.S.D.C. 99-5075 (W.D. Ark.). In that case, the plaintiffs contend that Griffin Industries constitutes a private nuisance and that Griffin Industries' operations have resulted in a trespass upon the plaintiffs' properties. Griffin Industries denies these allegations.

9. On July 7, 1999, the City filed a Petition in Intervention in the case captioned James Harp, et al. v Griffin Industries Inc., et al., U.S.D.C., Case No. 99-5075 (W.D. Ark.). The City has

asked the United States District Court for the Western District of Arkansas to declare Griffin Industries's Fayetteville operations a public nuisance. Griffin Industries has filed a counterclaim against the City alleging the tort of intentional interference with contractual relations and business expectancies and seeking monetary damages from the City.

10. The City also has issued numerous citations to Griffin Industries alleging violations of the City's noise ordinances. Approximately fourteen (14) such cases are currently pending in Fayetteville's Municipal Court. The pending cases are as follows: Case No. A 268520, A 268523, A 270438, A 269672, A 270198, A 264886, A 264885, A 270152, A 269668, A 267794, A 271155, A 270638, A 2669669, A 274077.

11. The above-referenced cases involve numerous contested and disputed issues and controversies. The Parties have pursued these legal actions and acknowledge that the outcome of such proceedings in all jurisdictions is uncertain.

12. Each of the Parties desires to resolve all claims, controversies, disputes, causes of action and disagreements existing among them without further costs, contested risks, delays and burdens of additional litigation, without any admission, other than as may be provided herein, as to the validity of any aspect of any other party's position in the pending proceedings.

AGREEMENT

NOW, THEREFORE, in consideration of this Settlement Agreement, the mutual covenants and releases set forth herein, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

13. The City of Fayetteville agrees to pay to the order of Griffin Industries Eighty-five Thousand Dollars (\$85,000.00) upon the execution of this Settlement Agreement. The City further

agrees to pay to the order of Griffin Industries Sixty-five Thousand Dollars (\$65,000.00) on January 2, 2001.

14. James Harp, Billie Harp, Wanda Arnold, John Arnold, Roy Harp, Wilma Harp, Jerry Lewis, Maxine Lewis, Cleo Ritchie, W. J. Sheeler, Linda Sheeler, Vermalea Smith, Lena Jenkins, Julian Watts, and Edwardene Watts agree to pay to the order of Griffin Industries a total of \$7,500.00 within ninety (90) days of the execution of this Settlement Agreement.

15. The Parties agree that Griffin Industries may continue its current operations, which include processing, at its present location for a period of ten (10) months following the execution of this Settlement Agreement. Processing is the dehydration of moisture from the raw materials handled by Griffin Industries. On or before the end of ten (10) months, Griffin Industries agrees to cease its processing operations in Fayetteville, Arkansas.

16. The Parties agree that after Griffin Industries ceases its processing operations, it may continue to utilize its premises at 1348 Cato Springs Road, in Fayetteville, for non-processing activities in conformity with the City's zoning rules and regulations.

17. The City further agrees that it will not issue any noise violations to Griffin Industries during the ten (10) month period of time that Griffin Industries is allowed to continue its processing operations unless the conduct complained of is clearly egregious and well beyond Griffin Industries' use of the site for the preceding four months.

18. The Parties and their attorneys hereby agree that no public comments, remarks or statements will be made which would in any way disparage any other party. This prohibition shall include, but not be limited to, any oral or written statement by any party, his attorney or his agent to any private citizen, member of the press, or the public at large whether made via written

instrument, telephone, television, Internet, or any other method of communication. This Settlement Agreement is executed purely as a compromise of disputed claims, and no party, their attorneys or agents, shall in any way expressly or implicitly imply that any party has made any legal admission.

19. Although not a party, Teresa Eastin hereby agrees to all of the provisions in paragraph 18, and will comply fully. Further, Teresa Eastin agrees and understands that the Federal Court is retaining jurisdiction over this Settlement Agreement for purposes of enforcing it, as so stated in paragraph 22, and agrees to said jurisdiction. In exchange for Teresa Eastin's promises and commitments, Griffin Industries hereby agrees not to pursue legal action against Ms. Eastin based upon her actions to date.

20. In consideration of the preceding paragraphs, Griffin Industries agrees not to pursue any cause of action against any other party based upon his/her conduct which relates to the pending controversies.

21. The Recitals set forth above are expressly made a part of this Agreement. This Settlement Agreement shall be construed in light of the Recitals, each party representing and acknowledging that the Recitals are true and accurate.

22. The Parties shall jointly move the United States District Court for the Western District of Arkansas to enter an Order approving and incorporating by reference this Settlement Agreement, without alteration, and approving the relevant terms of this Settlement Agreement. Additionally, the Federal Court shall retain jurisdiction over this Settlement Agreement for purposes of enforcing it by resort to appropriate Court sanctions and any other allowable remedies.

23. The City shall move the Municipal Court of Fayetteville, Arkansas, to enter an Order dismissing all noise citations presently pending against Griffin Industries and any of its employees.

24. The City and Griffin Industries shall jointly move the Chancery Court of Washington County, Arkansas, to enter an Order (a) approving this Settlement Agreement, without alteration; and (b) dismissing Case No. E 99-552, as well as the counterclaim alleged therein, with prejudice, subject to the terms and conditions of this Settlement Agreement.

25. The City and Griffin Industries shall jointly move the Circuit Court of Washington County, Arkansas, to enter an Order: (a) approving this Settlement Agreement, without alteration; and (b) dismissing Case No. CIV 99-248 with prejudice, subject to the terms and conditions of this Settlement Agreement.

26. The Parties shall be responsible for their attorneys' fees, costs and expenses incurred to date in the pending proceedings, including but not limited to all fees and expenses due or previously paid to the Bassett Law Firm, the Evans Law Firm or the Everett Law Firm.

27. In consideration of the promises, representations and undertakings described above, the Parties, for themselves and their respective agents, attorneys, heirs, administrators, executors, assigns, and anyone claiming any interest through them, herein release and forever discharge each other and all of the other Parties' agents, attorneys, heirs, administrators, executors, and assigns from any and all claims, actions, causes of action, suits, torts, contracts, agreements, promises, demands and liabilities of any kind and nature in law or in equity, known or unknown, fixed or contingent, arising from or relating to the litigation pending among the Parties in the United States District Court for the Western District of Arkansas, the Circuit Court of Washington County, Arkansas, the Chancery Court of Washington County, Arkansas, and the Municipal Court of Fayetteville, Arkansas, all described above, provided however, that this Release shall not apply to claims arising from a breach of this Settlement Agreement occurring after the date of execution. Said Release shall

be binding on and shall enure to the benefit of the Parties' respective heirs, legatees, executors, representatives, successors, assigns and agents.

28. The Parties shall make and execute any other such documents or agreed upon orders as may be necessary to more fully effectuate the provisions and purposes of this Settlement Agreement.

29. This Settlement Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions or preliminary agreements. In entering into this Settlement Agreement, the Parties have not relied upon any previous or contemporaneous oral, written or implied representation, endorsement, agreement or understanding of any kind which may have been communicated by any person or entity.

30. This Settlement Agreement shall not be altered, amended, changed, terminated or modified in any respect without the express written consent of all of the Parties.

31. Except as provided in paragraphs 13 through 19 hereof, if any term or provision of this Settlement Agreement is declared to be invalid in a court of competent jurisdiction or if any term or provision of this Settlement Agreement conflicts with any applicable state or federal law, such term or provision shall be severable from and shall not effect the validity of any other term or provision of this Settlement Agreement.

32. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

33. All notices, requests, demands or other communications under this Settlement Agreement shall be in writing and shall be deemed to have been duly given only if hand-delivered,

delivered by private or overnight carrier or mailed, by certified or registered mail, return receipt requested, as follows:

Griffin Industries, Inc.
c/o John C. Everett
Everett Law Firm
P.O. Box 1646
Fayetteville, Arkansas, 72702

The City of Fayetteville
Jerry Rose, City Attorney
113 West Mountain Street
Fayetteville, Arkansas

or

Woody Bassett
Bassett Law Firm
P.O. Box 3618
Fayetteville, Arkansas, 72702-3618

James Harp, et al. and Teresa Eastin
c/o Marshall Dale Evans
Evans Law Firm
P. O. Box 1986
Fayetteville, AR 72702

34. The Parties warrant and represent that each of them has not made nor suffered to be made an assignment or transfer of any right, claim, demand or cause of action covered by this Settlement Agreement.

35. This Settlement is a compromise of disputed claims and neither the Settlement Agreement, nor any representation made in it, nor the exchange of any consideration made by virtue of it, other than is contained in the Settlement Agreement itself, shall be construed as admitting the merit or lack of merit of any claims or defenses relating to, or arising from the facts which form the basis of the litigation presently pending and undetermined.

36. The Parties to this Settlement Agreement represent and warrant that they have the power and authority to enter into this Settlement Agreement and to perform all duties and obligations herein.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement and Mutual Release to be executed and effective this 21ST day of January, 2000.

James Harp
JAMES HARP

Billie Harp
BILLIE HARP

Wanda Arnold
WANDA ARNOLD

John L. Arnold
JOHN ARNOLD

Roy Harp
ROY HARP

Wilma Harp
WILMA HARP

Jerry Lewis
JERRY LEWIS

Maxine Lewis
MAXINE LEWIS

Cleo Ritchie by W. J. Sheeler
CLEO RITCHIE her attorney

W. J. Sheeler
W. J. SHEELER

Linda Sheeler

LINDA SHEELER

Vermalea Smith

VERMALEA SMITH

Lena M. Jenkins

LENA JENKINS

Julian Watts

JULIAN WATTS

Edwardene Watts

EDWARDENE WATTS

GRIFFIN INDUSTRIES, INC. d/b/a
BAKERY FEEDS

BY: _____
Its President

CITY OF FAYETTEVILLE, ARKANSAS

BY: _____
FRED B. HANNA, JR.

ROBERT REYNOLDS

RON AUSTIN

CYRUS YOUNG

LINDA SHEELER

VERMALEA SMITH

LENA JENKINS

JULIAN WATTS

EDWARDENE WATTS

GRIFFIN INDUSTRIES, INC. d/b/a
BAKERY FEEDS

BY: Bill Reagon
Its President

CITY OF FAYETTEVILLE, ARKANSAS

BY: _____
FRED B. HANNA, JR.

ROBERT REYNOLDS

RON AUSTIN

CYRUS YOUNG

LINDA SHEELER

VERMALEA SMITH

LENA JENKINS

JULIAN WATTS

EDWARDENE WATTS

GRIFFIN INDUSTRIES, INC. d/b/a
BAKERY FEEDS

BY: _____
Its President

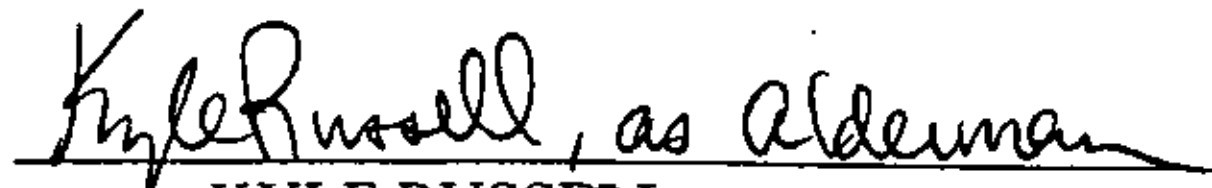
CITY OF FAYETTEVILLE, ARKANSAS

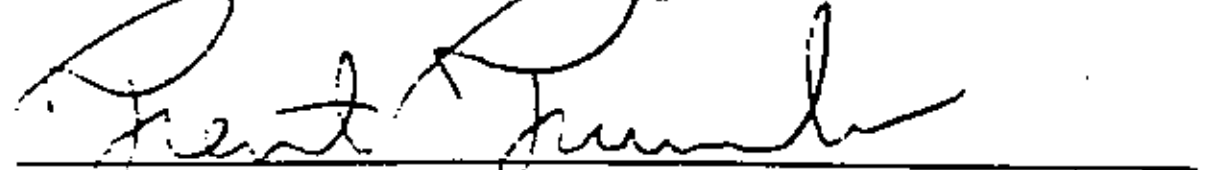
BY: *Fred Hanna*
FRED B. HANNA, JR.

Robert E. Reynolds
ROBERT REYNOLDS

Ron Austin
RON AUSTIN

Cyrus Young
CYRUS YOUNG


KYLE RUSSELL

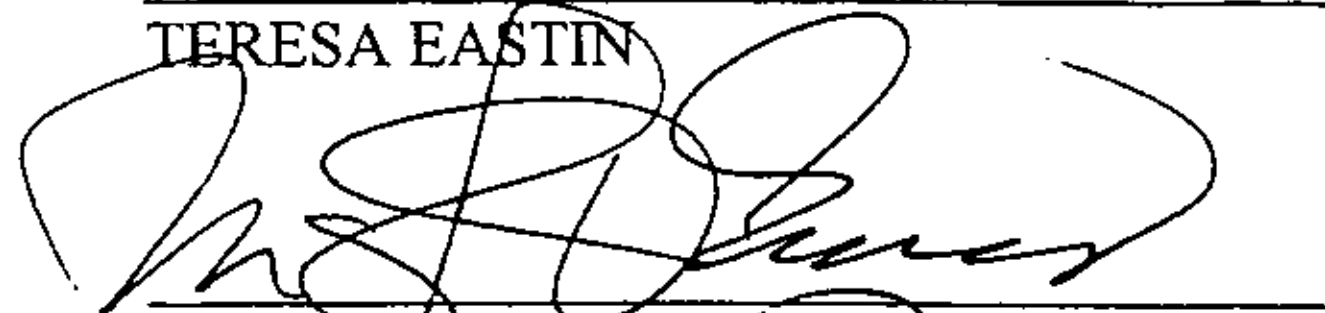

TRENT TRUMBO


BOB DAVIS


KEVIN SANTOS


HEATHER DANIEL

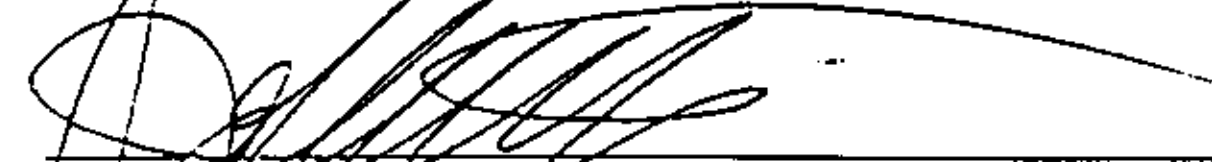
TERESA EASTIN


MARSHALL DALE EVANS

JERRY ROSE


WOODY BASSETT

JOHN C. EVERETT


JOHN M. SCOTT

KYLE RUSSELL

TRENT TRUMBO

BOB DAVIS

KEVIN SANTOS

HEATHER DANIEL

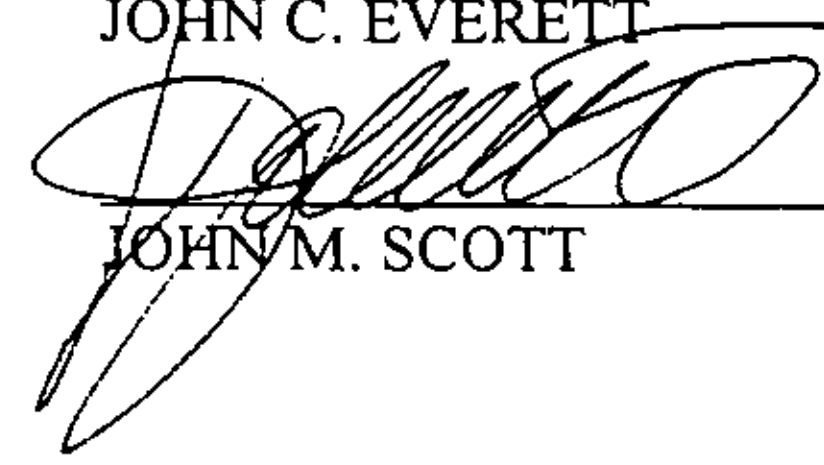

TERESA EASTIN


MARSHALL DALE EVANS

JERRY ROSE

WOODY BASSETT


JOHN C. EVERETT


JOHN M. SCOTT

CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY APPLICATION

As required in § 117.32 of the Fayetteville Code of Ordinances.

***** APPLICANT *****

NAME:

ADDRESS:

PHONE:

Colleen STOREY
502 Andy Street
Springdale, Ar
501-872-0450

DESCRIBE YOUR EXPERIENCE IN THE TRANSPORTATION OF PASSENGERS.

Occasionally take someone to airport from Springdale

LIST YOUR FINANCIAL STATUS, INCLUDING THE AMOUNT OF ALL UNPAID JUDGEMENTS AGAINST YOU AND THE NATURE OF THE TRANSACTION OR ACTS GIVING RISE TO SAID JUDGEMENTS.

NO Judgements

***** BUSINESS *****

NAME OF BUSINESS:

BUSINESS LOCATION:

MAILING ADDRESS:

PHONE:

A MOMENT'S NOTICE EXPRESS INC.
502 ANDY ST
Springdale, AR 72762

HOW MANY VEHICLES WILL BE AVAILABLE FOR YOUR OPERATION OR CONTROL ?

LIST THE LOCATION OF PROPOSED DEPOTS AND TERMINALS.

Origin: Night Clubs in Fayetteville
Destination: Students Apartment/Dorm/HOME

DESCRIBE THE COLOR SCHEME OR INSIGNIA TO BE USED TO DESIGNATE YOUR VEHICLES.

Black with white lettering

WHAT IS YOUR PROPOSED RATE SCHEDULE ?

Submitting a Bid to University of Arkansas

LIST THE HOURS BETWEEN WHICH YOU PROPOSE TO PROVIDE TAXICAB SERVICE TO THE GENERAL PUBLIC, AND THE DAYS, IF ANY, ON WHICH YOU DO NOT PROPOSE TO PROVIDE TAXICAB SERVICE TO THE GENERAL PUBLIC.

Thursday, FRIDAY, SAT. Only!
10:00 pm - 3:00 am

NO service - Monday - Tue - Wed - Sunday

LIST THE NAMES AND ADDRESSES OF ALL OFFICERS AND STOCKHOLDERS OF THE COMPANY IF INCORPORATED.

Colleen STOREY

John STOREY

DESCRIBE THE EXPERIENCE OF ALL OFFICERS AND STOCKHOLDERS IN THE TRANSPORTATION OF PASSENGERS.

Colleen - Only transported passengers occasionally
John - Only transported passengers as a police officer in Virginia Beach

LIST THE FINANCIAL STATUS OF THE OFFICERS AND STOCKHOLDERS OF THE COMPANY, IF INCORPORATED, INCLUDING THE AMOUNT OF ALL UNPAID JUDGEMENTS AGAINST ANY OF THEM AND THE NATURE OF THE TRANSACTIONS OF ACTS GIVING RISE TO SAID JUDGEMENTS.

NO Unpaid Judgements

TO WHOM SHOULD COMPLAINTS BE DIRECTED?

Colleen STOREY - OWNER

William Martin

113 E. Emma, Springdale, Ar 751-6464

Attorney for Company

APPLICANT, ON AN ATTACHED SHEET, PLEASE GIVE ANY FACTS WHICH YOU BELIEVE TEND TO PROVE THAT PUBLIC CONVENIENCE AND NECESSITY REQUIRE THE GRANTING OF A CERTIFICATE.

MEMORANDUM

To: Fayetteville City Council
From: A Moment's Notice Express Inc.
Date: January 25, 2000
Subject: Taxi Certification

Purpose: To introduce ourselves and request your approval for taxi certification

Location: 502 Andy Street, Springdale, Arkansas

Phone: (501) 872-0450

Owner: Family owned and operated by C.C. Storey and J.H. Storey

Type of
Business: Express and Errand Service

Start up
Date: November 1999

Purpose: The taxi certification is strickly for the University of Arkansas Safe Ride Program. (previously contracted by Tony C's Taxi) and not to be infringing upon the taxi services now operating in Fayetteville.

The request is contingent upon the University of Arkansas Student Governments exceptance to A Moment's Notice Express proposal.

References: Business references upon request

Thanks: Thank you for this opportunity to meet with you today

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of February 1, 2000.

FROM:

Tim Conklin

Planning

Public Works

Name

Division

Department

ACTION REQUESTED: To approve an ordinance for RZA 99-5.00 submitted by Andy Feinstein of Engineering Design Associates on behalf of Richard Doyle, Arkansas Oaks, Inc. for property located at the southeast corner of Bridgeport Drive and Mount Comfort Road. The property is in the planning growth area and contains approximately 13.39 acres. The request is to annex the subject property into the City of Fayetteville.

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

[Signature]
Budget Coordinator

[Signature]
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

[Signature]
City Attorney

1-18-00
Date

Purchasing Officer

Date

[Signature]
ADA Coordinator
[Signature]
Internal Auditor

Date

1-18-00
Date

STAFF RECOMMENDATION: Staff recommended approval and the Planning Commission unanimously voted 8-0-0 recommending approval of the annexation to the City Council.

[Signature]
Division Head
[Signature]
Department Director
[Signature]
Administrative Services Director
[Signature]
Mayor

1-14-00

Date

1-18-00

Date

1-18-00

Date

1/19/00

Date

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
FROM: Tim Conklin, City Planner
DATE: January 10, 2000

RZA 99-5.00: Annexation (Arkansas Oaks, pp 321 & 322) was submitted by Andy Feinstein of Engineering Design Associates on behalf of Richard Doyle, Arkansas Oaks, Inc. for property located at the southeast corner of Bridgeport Drive and Mount Comfort Road. The property is in the planning growth area and contains approximately 13.39 acres. The request is to annex the subject property into the City of Fayetteville.

RZ 99-35: Rezoning (Arkansas Oaks, pp 321 & 322) was submitted by Andy Feinstein of Engineering Design Associates on behalf of Richard Doyle for property located at the southeast corner of intersection of Bridgeport Drive and Mt. Comfort Road. The property is zoned A-1, Agricultural and contains approximately 13.39 acres. The request is to rezone to R-1, Low Density Residential.

RECOMMENDED MOTIONS:

RZA 99-5.00: Annexation Staff recommends approval of the requested annexation based on the findings included as part of this report.

RZ 99-35: Rezoning Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: ☒ Required
☐ Approved ☐ Denied

Date: 1/10/00

Comments:

CITY COUNCIL ACTION: ☒ Required

_____Approved _____Denied

Date: / /
BACKGROUND

The applicant has requested annexation and rezoning of 13.39 acres in order to develop single family homes similar to Bridgeport Subdivision which this property adjoins. The entire west and south property lines of the proposed annexation are contiguous with the City limits. The adjoining property within the City is currently zoned R-1. R-1 zoning allows single family homes as a use by right and duplexes as a conditional use.

The property contains areas of 100 year floodplain and floodway and any development in these areas will have to comply with the Fayetteville Flood Damage Prevention Code.

The order of annexation was filed on October 16, 1999 and the confirmation of the order was signed by Washington County Judge Jerry Hunton on November 16, 1999.

ADJACENT LAND USE AND ZONING:

North: Undeveloped, Washington County

South: Single Family Homes (Bridgeport Subdivision), R-1

East: Undeveloped, Washington County

West: Single Family Homes and Undeveloped, R-1

INFRASTRUCTURE:

Streets: North: Mt. Comfort Road, Classified as a Minor Arterial (90' of row required)
West: Bridgeport, Classified as a Local Street (50' of row required)
American Drive, Classified as a Local Street (50' of row required)

Water: 8" line along Bridgeport Drive
8" line along Mt. Comfort

Sewer: 15" force main that transects the property
8" line along Bridgeport

LAND USE PLAN: General Plan 2020 classifies this area as residential.

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 (General Plan 2020) shows this area as residential. The zoning of R-1 (Low Density Residential) is 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 of R-1 is justified and needed at this time.

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

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

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

Finding: The proposed zoning would not undesirably increase the population density and would not undesirably increase the load on public services including schools, water, and sewer facilities. The applicant is advised that onsite and offsite improvements will be required at the time of development.

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

ENGINEERING DESIGN ASSOCIATES, P.A.
134 WEST EMMA AVENUE
SPRINGDALE, ARKANSAS 72764
501-756-1266
FAX: 501-756-2129

December 17, 1999

Mr. Tim Conklin, Director
Planning Department
City of Fayetteville
Fayetteville, AR 72701

RE: Rezoning 13.4 Ac. On Mt. Comfort Road

Dear Mr. Conklin,

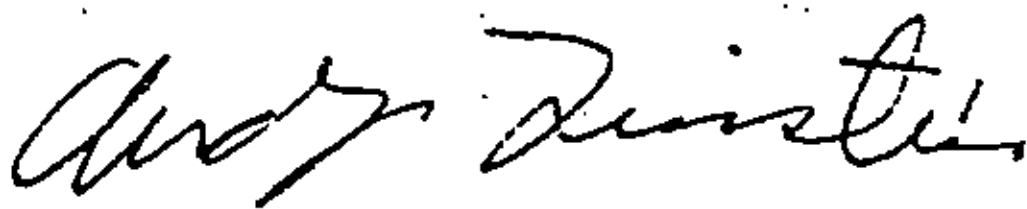
Please find attached an application and checklist for a rezoning request for the above referenced project. The owner is requesting a rezoning from A1 to R1 to allow for the eventual development of a single family housing subdivision. The proposed rezoning would be an extension of the adjacent R1 zoning currently in place adjacent to this tract to the Southwest (Bridgeport Subdivision).

A conceptual sketch plat has been included. A total of 12 lots are being proposed that vary in size from approximately 0.4 acres to 2.6 acres. Access to the subdivision will be from both Mt. Comfort Rd. and Bridgeport subdivision. The design concept is for single family residential lots of similar quality to those in the nearby Bridgeport subdivision. Both cul-de-sac type roads as well as an Eastward extension of American Drive are being proposed. Public utilities will be extended by the developer to serve the subdivision. Signage will be limited to street name signs on Mt. Comfort and Bridgeport Roads.

An existing sanitary sewer bisects the parcel. Public water and wire based utilities are available by contact with existing easements at several points on its boundary. Hamstring Creek also bisects the property and would receive the storm drainage.

Please do not hesitate to call should you have any questions or need additional information

Sincerely,



Andy Feinstein
Project Manager

IN THE COURT OF WASHINGTON COUNTY, ARKANSAS

FILED

IN THE MATTER OF:

ANNEXATION OF CERTAIN LANDS TO THE
CITY OF FAYETTEVILLE, ARKANSAS

99 DEC 1 PM 2 56

89-15

MARILYN EDWARDS
CO. & PROBATE CLERKORDER OF ANNEXATION WASHINGTON CO. ARK.

Now on this 16th day of November, 1999, this cause comes on to be heard, the Petitioner, Richard Doyle, Vice president of Arkansas Oaks, an Arkansas Corporation, represented by the Consulting firm of Engineering Design Associates, P.A., of Springdale, Arkansas, announcing ready for a hearing of the cause and there being no protests or objections filed, whereupon, the matter is submitted to the Court upon the verified petition filed herein, and the oral and documentary evidence adduced, the Court being well sufficiently advised finds:

1. The petition in this cause was filed October 16, 1999, at which time this Court fixed November 16, 1999, at 10:00 a.m., as the date of hearing for said cause, and that a full thirty (30) day notice of hearing was given as required by law and the proof of publication of said notice is now on file with the Clerk of this Court and the Court has jurisdiction of this cause.

2. The Court is satisfied that the allegations of the petition are sustained by the proof; that the limits of the territory to be annexed have been properly filed; that a majority of that property owners having a freehold interest in the property hereinafter described joined in the petition and constitute of the real owners of the area affected.

3. The land proposed to be annexed to the City of Fayetteville, Washington County, Arkansas, in this cause described as follows:

See exhibit "A" attached to the Petition for Annexation

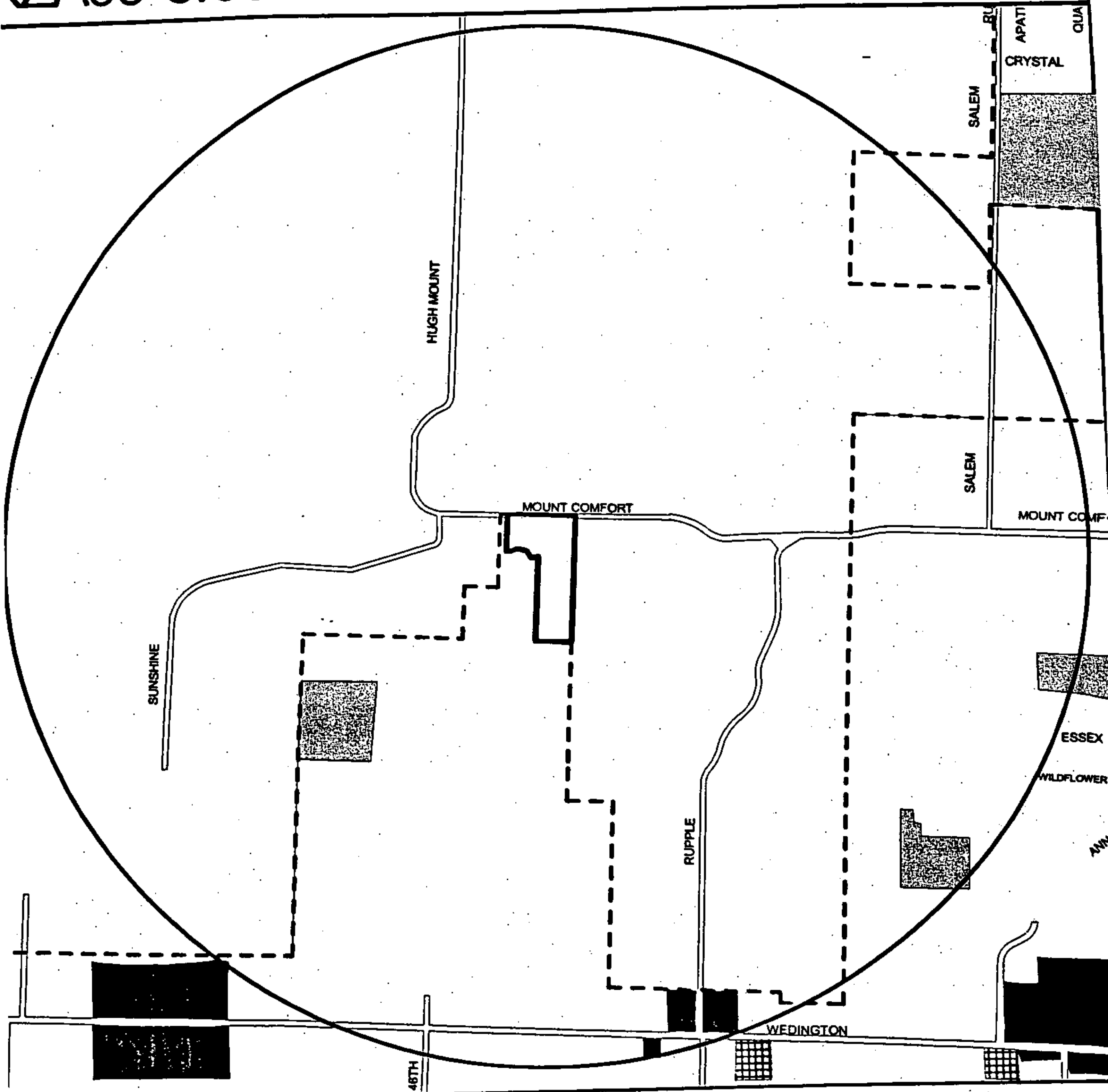
and incorporated herein by reference

4. The area is not unusually large and it is contiguous and adjacent to and adjoins the present corporate limits of the City of Fayetteville, and it is peculiarly adapted for urban purposes and this territory should be annexed to and made a part of the City of Fayetteville, Arkansas.

IT IS THEREFORE, CONSIDERED, ORDERED AND ADJUDGED that the aforesaid real estate situated in Washington County, Arkansas, is hereby annexed to and made a part of the City of Fayetteville, Arkansas, in accordance with Act No.1 of the acts of the Legislature of 1875 of the State of Arkansas and all acts amendatory thereto, particularly including Act 142 of the Acts of Arkansas for the year 1963, as codified in Ark. Code Ann. §14-40-601, et seq., and this Order shall be duly recorded by the Clerk of Washington County.


JERRY HUNTON, County Judge

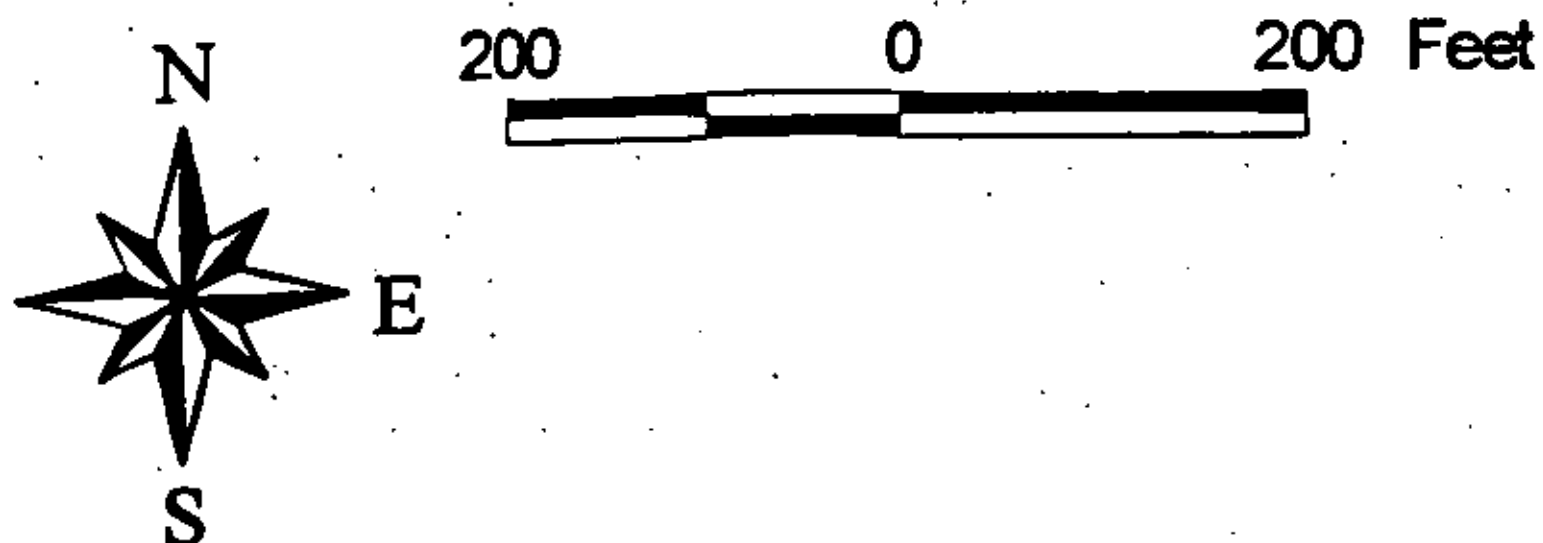
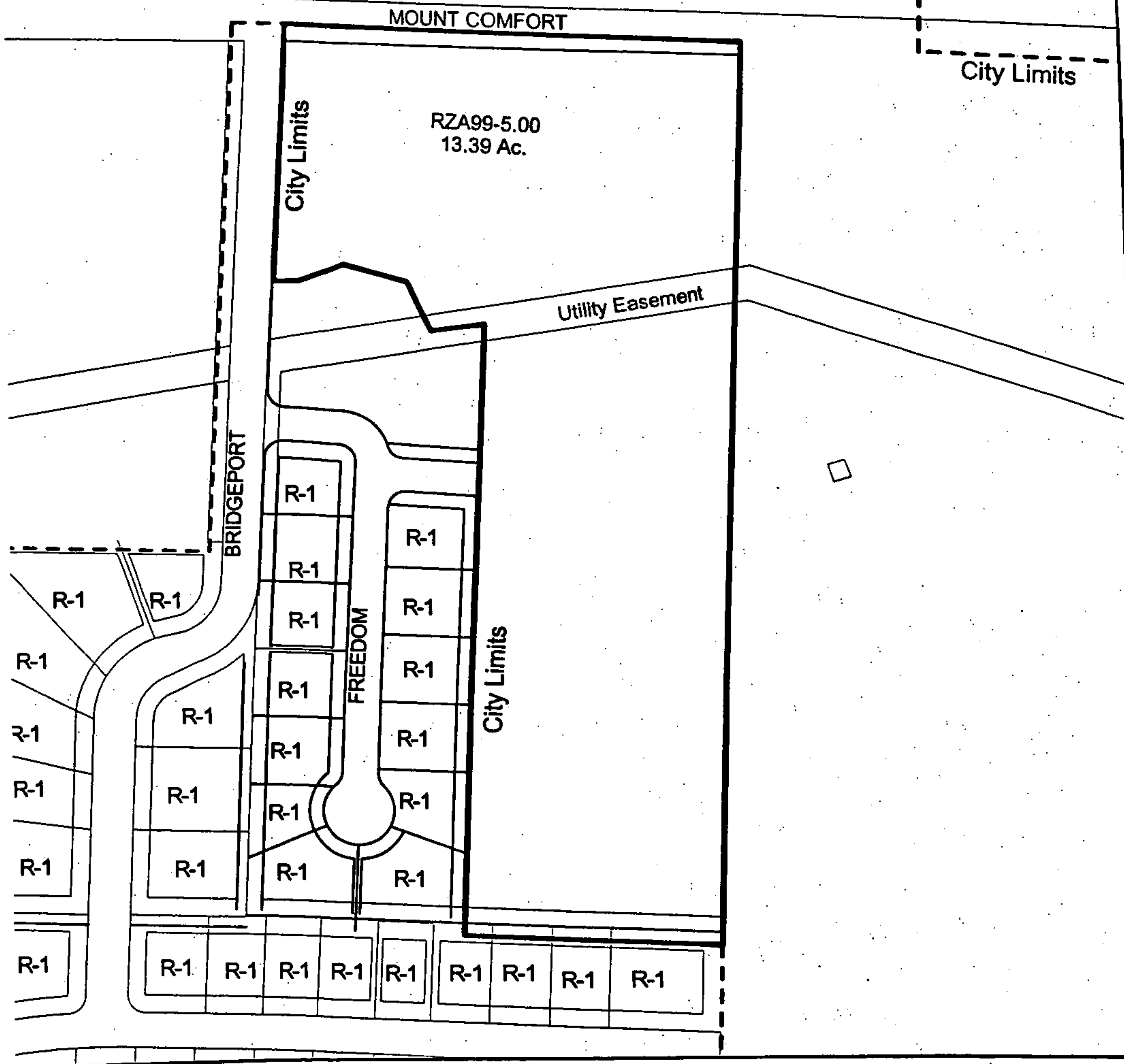
RZA99-5.00 - Arkansas Oaks - 2020 Plan



1400 0 1400 Feet

- | | | | |
|---|----------------------|--|------------|
|  | Residential |  | University |
|  | Community Commercial |  | Industrial |

RZA99-5.00 - Arkansas Oaks - Close Up



Planning Commission Minutes
January 10, 2000
Page 4

NEW BUSINESS

**RZA99-5: ANNEXATION
ARKANSAS OAKS, PP321/322**

This item was submitted by Andy Feinstein of Engineering Design Associates on behalf of Richard Doyle, Arkansas Oaks, Inc. for property located at the southeast corner of Bridgeport Drive and Mount Comfort Road. The property is in the planning growth area and contains approximately 13.39 acres. The request is to annex the subject property into the City of Fayetteville.

Richard Doyle was present on behalf of the request.

Staff Recommendation

Staff recommends approval of the requested annexation based on the findings as included in the staff report.

Commission Discussion

Johnson: Does staff have anything further to add on this project?

Conklin: We have nothing further.

Public Comment

None.

Further Commission Discussion

Johnson: I need to remind everyone that our decision is merely a recommendation to the City Council who has the final say in this matter.

MOTION

Commissioner Odom made a motion to approve annexation RZA99-5.

Commissioner Shackelford seconded the motion.

Roll Call

Planning Commission Minutes
January 10, 2000
Page 5

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

ORDINANCE NO. _____

AN ORDINANCE CONFIRMING THE ANNEXATION
TO THE CITY OF FAYETTEVILLE, ARKANSAS OF
APPROXIMATELY 13.39 ACRES OWNED BY RICHARD
DOYLE AND ARKANSAS OAKS, AS REQUESTED
IN RZA99-5.

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

Section 1: That the City Council hereby confirms the annexation to the City of
Fayetteville, Arkansas, of the following described property:

See Exhibit "A" attached hereto and made a part hereof.

Section 2: That the above described property is hereby assigned to ward No.
_____.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By _____
Fred Hanna, Mayor

ATTEST:

By _____
Heather Woodruff, City Clerk

EXHIBIT "A"
RZA99-5

A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION ONE (1), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY-ONE (31) WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4), THENCE ALONG THE EAST LINE THEREOF SOUTH 0 DEGREES 15'33" EAST 1321.95 FEET; THENCE ALONG THE SOUTH LINE THEREOF SOUTH 89 DEGREES 56'21" WEST 349.16 FEET TO THE SOUTHEAST CORNER OF PHASE III, BRIDGEPORT ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS; THENCE ALONG THE EAST LINE OF SAID PHASE III ADDITION, NORTH 00 DEGREES 17'39" WEST 887.70 FEET TO THE CENTER OF HAMSTRING CREEK; THENCE ALONG THE CENTER OF SAID CREEK SOUTH 79 DEGREES 45'23" WEST 75.54 FEET; THENCE NORTH 29 DEGREES 20'25" WEST 80.42 FEET; THENCE NORTH 76 DEGREES 55'22" WEST 96.50 FEET; THENCE SOUTH 67 DEGREES 06'14" WEST 67.98 FEET; THENCE SOUTH 86 DEGREES 59'23" WEST 39.47 FEET TO THE EAST RIGHT OF WAY OF BRIDGEPORT DRIVE AS RECORDED ON PLAT OF SAID BRIDGEPORT ADDITION; THENCE ALONG SAID RIGHT OF WAY, NORTH 00 DEGREES 15'33" WEST 382.96 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW1/4); THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 51'15" EAST 659.25 FEET TO THE POINT OF BEGINNING, CONTAINING 13.39 ACRES, AND SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS OF RECORD.

SUBJECT TO RIGHT OF WAYS, EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of February 1, 2000.

FROM:

Tim Conklin

Planning

Public Works

Name

Division

Department

ACTION REQUESTED: To approve an ordinance for RZ 99-35 submitted by Andy Feinstein of Engineering Design Associates on behalf of Richard Doyle for property located at the southeast corner of intersection of Bridgeport Drive and Mt. Comfort Road. The property is zoned A-1, Agricultural and contains approximately 13.39 acres. The request is to rezone to R-1, Low Density Residential.

COST TO CITY:

\$0

Cost of this request

Category/Project Budget

Category/Project Name

Account Number

Funds used to date

Program Name

Project Number

Remaining balance

Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Staff recommended approval and Planning Commission voted unanimously 8-0-0 recommending approval of the rezoning to the City Council.

Division Head

1-14-00

Date

Department Director

1-18-00

Date

Administrative Services

1-18-00

Date

Director

1/19/00

Date

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
FROM: Tim Conklin, City Planner
DATE: January 10, 2000

RZA 99-5.00: Annexation (Arkansas Oaks, pp 321 & 322) was submitted by Andy Feinstein of Engineering Design Associates on behalf of Richard Doyle, Arkansas Oaks, Inc. for property located at the southeast corner of Bridgeport Drive and Mount Comfort Road. The property is in the planning growth area and contains approximately 13.39 acres. The request is to annex the subject property into the City of Fayetteville.

RZ 99-35: Rezoning (Arkansas Oaks, pp 321 & 322) was submitted by Andy Feinstein of Engineering Design Associates on behalf of Richard Doyle for property located at the southeast corner of intersection of Bridgeport Drive and Mt. Comfort Road. The property is zoned A-1, Agricultural and contains approximately 13.39 acres. The request is to rezone to R-1, Low Density Residential.

RECOMMENDED MOTIONS:

RZA 99-5.00: Annexation Staff recommends approval of the requested annexation based on the findings included as part of this report.

RZ 99-35: Rezoning Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: ☒ Required
☐ Approved ☐ Denied

Date: 1/10/00

Comments:

CITY COUNCIL ACTION: ☒ Required

_____Approved _____Denied

Date: ____/____/____
BACKGROUND

The applicant has requested annexation and rezoning of 13.39 acres in order to develop single family homes similar to Bridgeport Subdivision which this property adjoins. The entire west and south property lines of the proposed annexation are contiguous with the City limits. The adjoining property within the City is currently zoned R-1. R-1 zoning allows single family homes as a use by right and duplexes as a conditional use.

The property contains areas of 100 year floodplain and floodway and any development in these areas will have to comply with the Fayetteville Flood Damage Prevention Code.

The order of annexation was filed on October 16, 1999 and the confirmation of the order was signed by Washington County Judge Jerry Hunton on November 16, 1999.

ADJACENT LAND USE AND ZONING:

North: Undeveloped, Washington County

South: Single Family Homes (Bridgeport Subdivision), R-1

East: Undeveloped, Washington County

West: Single Family Homes and Undeveloped, R-1

INFRASTRUCTURE:

Streets: North: Mt. Comfort Road, Classified as a Minor Arterial (90' of row required)
West: Bridgeport, Classified as a Local Street (50' of row required)
American Drive, Classified as a Local Street (50' of row required)

Water: 8" line along Bridgeport Drive
8" line along Mt. Comfort

Sewer: 15" force main that transects the property
8" line along Bridgeport

LAND USE PLAN: General Plan 2020 classifies this area as residential.

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 (General Plan 2020) shows this area as residential. The zoning of R-1 (Low Density Residential) is 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 of R-1 is justified and needed at this time.**

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

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

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

Finding: **The proposed zoning would not undesirably increase the population density and would not undesirably increase the load on public services including schools, water, and sewer facilities. The applicant is advised that onsite and offsite improvements will be required at the time of development.**

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**

ENGINEERING DESIGN ASSOCIATES, P.A.
134 WEST EMMA AVENUE
SPRINGDALE, ARKANSAS 72764
501-756-1266
FAX: 501-756-2129

December 17, 1999

Mr. Tim Conklin, Director
Planning Department
City of Fayetteville
Fayetteville, AR 72701

RE: Rezoning 13.4 Ac. On Mt. Comfort Road

Dear Mr. Conklin,

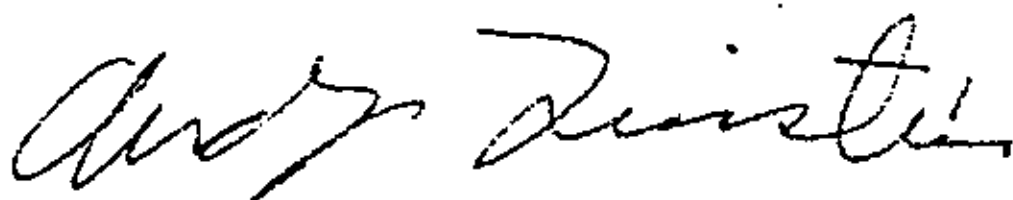
Please find attached an application and checklist for a rezoning request for the above referenced project. The owner is requesting a rezoning from A1 to R1 to allow for the eventual development of a single family housing subdivision. The proposed rezoning would be an extension of the adjacent R1 zoning currently in place adjacent to this tract to the Southwest (Bridgeport Subdivision).

A conceptual sketch plat has been included. A total of 12 lots are being proposed that vary in size from approximately 0.4 acres to 2.6 acres. Access to the subdivision will be from both Mt. Comfort Rd. and Bridgeport subdivision. The design concept is for single family residential lots of similar quality to those in the nearby Bridgeport subdivision. Both cul-de-sac type roads as well as an Eastward extension of American Drive are being proposed. Public utilities will be extended by the developer to serve the subdivision. Signage will be limited to street name signs on Mt. Comfort and Bridgeport Roads.

An existing sanitary sewer bisects the parcel. Public water and wire based utilities are available by contact with existing easements at several points on its boundary. Hamstring Creek also bisects the property and would receive the storm drainage.

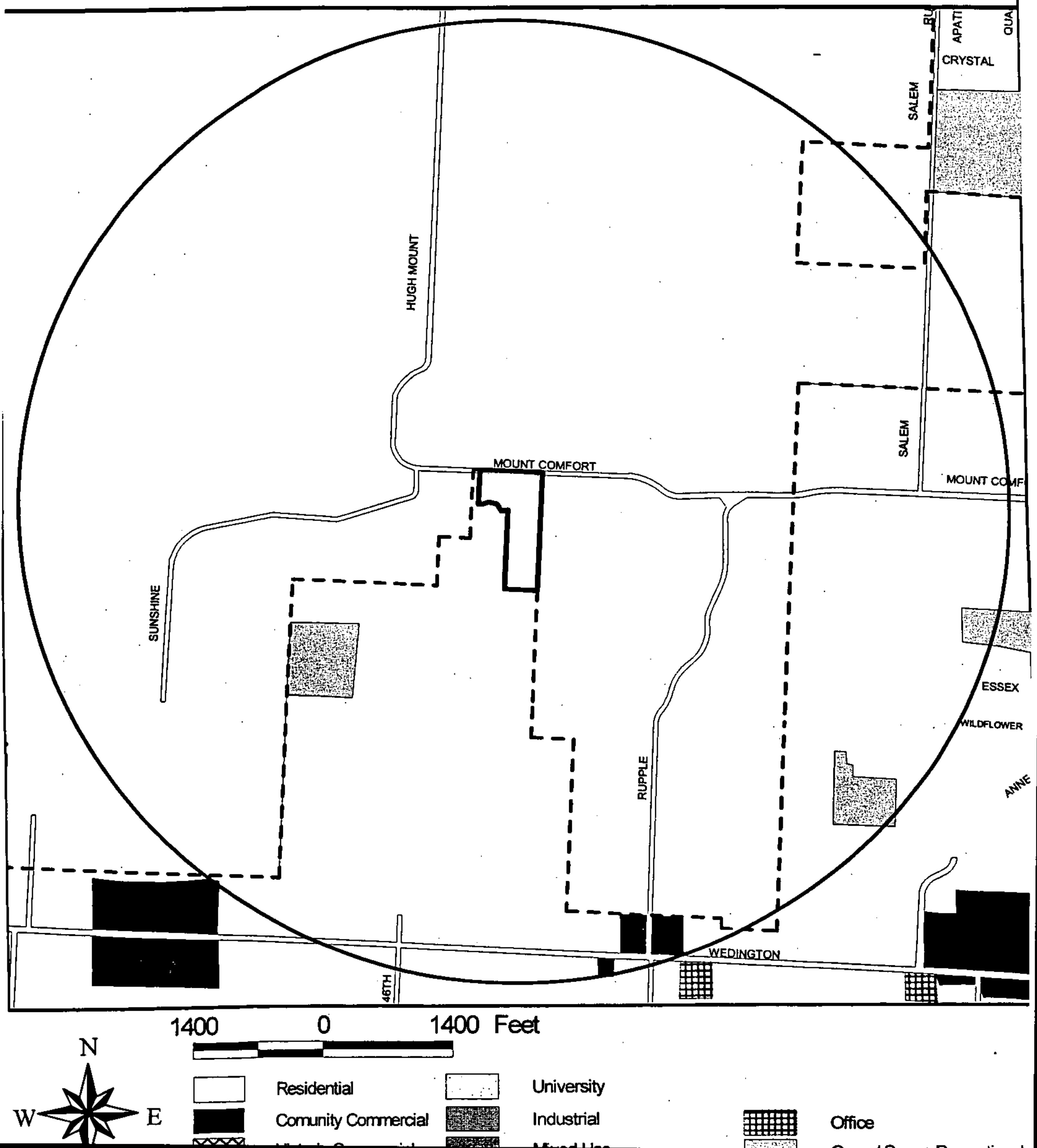
Please do not hesitate to call should you have any questions or need additional information

Sincerely,

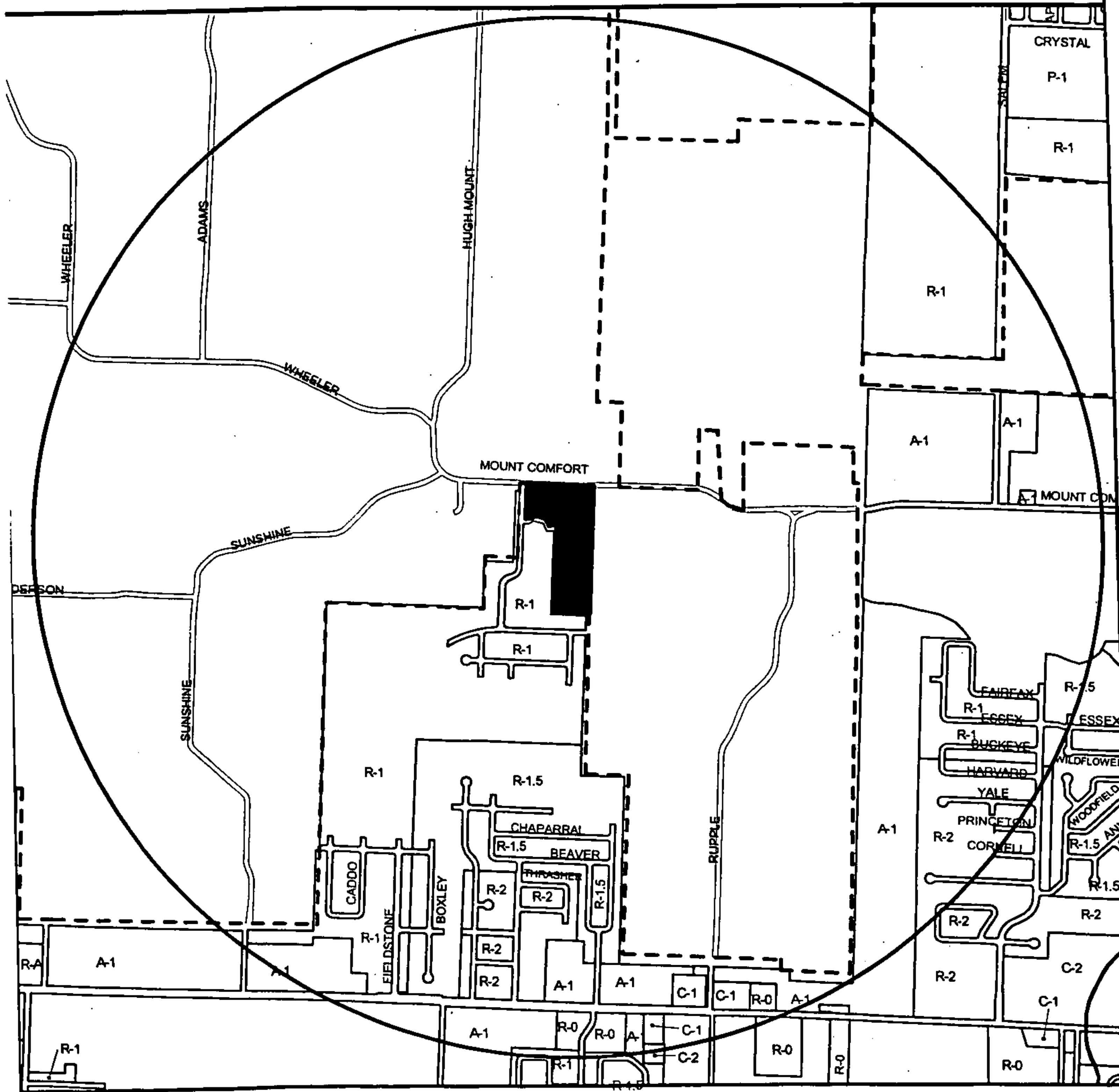


Andy Feinstein
Project Manager

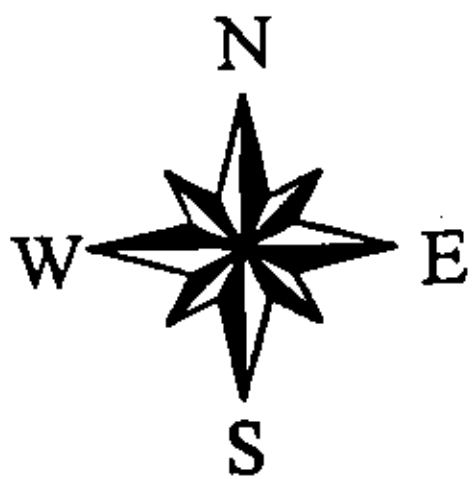
RZ99-35.00 - Arkansas Oaks - 2020 Plan



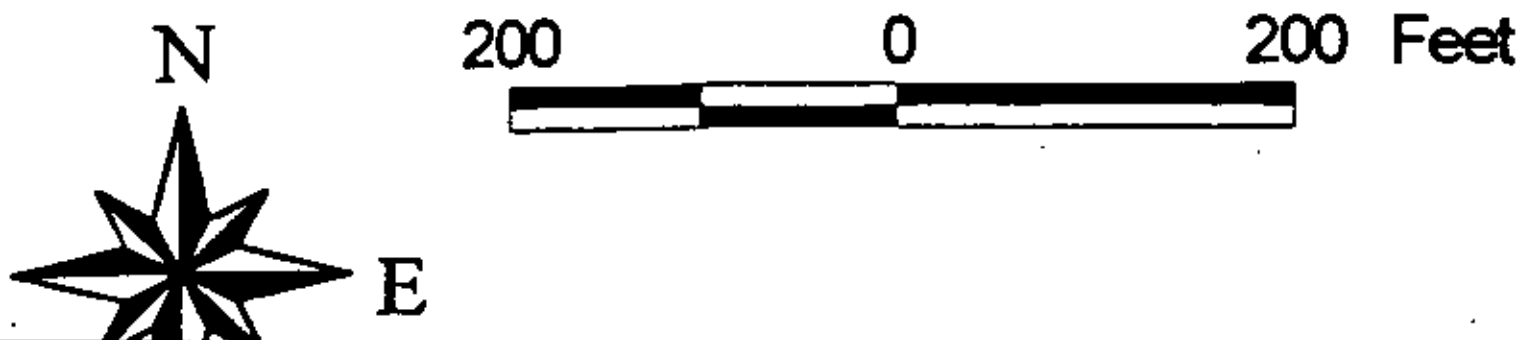
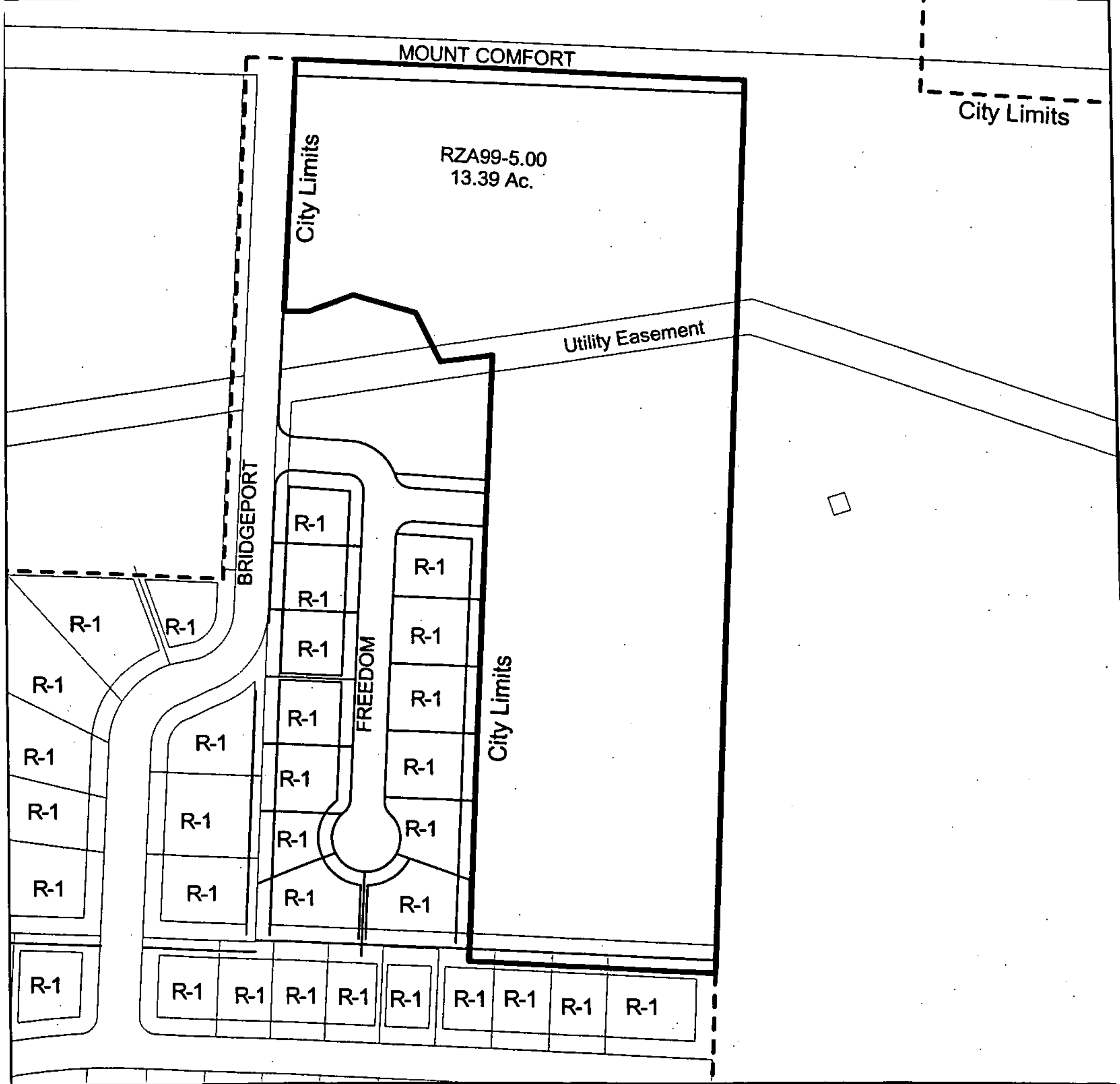
RZ99-35.00 - Arkansas Oaks - One Mile Diameter



1400 0 1400 Feet



RZ99-35.00 - Arkansas Oaks - Close Up



Planning Commission Minutes
January 10, 2000
Page 6

**RZ99-35: REZONING
ARKANSAS OAKS, PP321/322**

This item was submitted by Andy Feinstein of Engineering Design Associates on behalf of Richard Doyle for property located at the southeast corner of the intersection of Bridgeport Drive and Mt. Comfort Road. The property is zoned A-1, Agricultural and contains approximately 13.39 acres. The request is to rezone to R-1, Low Density Residential.

Richard Doyle was present on behalf of the request.

Staff Recommendation

Staff recommended approval based on the finding included as a part of the staff report.

Commission Discussion

Johnson: Does staff have any additional information on this matter?

Conklin: Staff has nothing further.

Public Comment

None.

MOTION

Commissioner Odom made a motion to approve the rezoning.

Commissioner Hoover seconded the motion.

Johnson: This decision is also a recommendation to the City Council.

Roll Call

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

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ99-35 FOR A PARCEL CONTAINING APPROXIMATELY 13.39 ACRES LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BRIDGEPORT DRIVE AND MT. COMFORT AS SUBMITTED BY RICHARD DOYLE OF ARKANSAS OAKS.

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

Section 1: That the zone classification of the following described property is hereby changed as follows:

RZ99-35 for the real property described in Exhibit "A" attached hereto and made a part hereof.

From A-1, Agriculture to R-1, Low Density Residential.

Section 2: That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section above.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By _____
Fred Hanna, Mayor

ATTEST:

By _____
Heather Woodruff, City Clerk

EXHIBIT "A"
RZ99-35

A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION ONE (1), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY-ONE (31) WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4), THENCE ALONG THE EAST LINE THEREOF SOUTH 0 DEGREES 15'33" EAST 1321.95 FEET; THENCE ALONG THE SOUTH LINE THEREOF SOUTH 89 DEGREES 56'21" WEST 349.16 FEET TO THE SOUTHEAST CORNER OF PHASE III, BRIDGEPORT ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS; THENCE ALONG THE EAST LINE OF SAID PHASE III ADDITION, NORTH 00 DEGREES 17'39" WEST 887.70 FEET TO THE CENTER OF HAMSTRING CREEK; THENCE ALONG THE CENTER OF SAID CREEK SOUTH 79 DEGREES 45'23" WEST 75.54 FEET; THENCE NORTH 29 DEGREES 20'25" WEST 80.42 FEET; THENCE NORTH 76 DEGREES 55'22" WEST 96.50 FEET; THENCE SOUTH 67 DEGREES 06'14" WEST 67.98 FEET; THENCE SOUTH 86 DEGREES 59'23" WEST 39.47 FEET TO THE EAST RIGHT OF WAY OF BRIDGEPORT DRIVE AS RECORDED ON PLAT OF SAID BRIDGEPORT ADDITION; THENCE ALONG SAID RIGHT OF WAY, NORTH 00 DEGREES 15'33" WEST 382.96 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW1/4); THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 51'15" EAST 659.25 FEET TO THE POINT OF BEGINNING, CONTAINING 13.39 ACRES, AND SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS OF RECORD.

SUBJECT TO RIGHT OF WAYS, EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

*Agenda
Session*

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW (Change-order)
☐ GRANT REVIEW

For the Fayetteville City Council meeting of February 1, 2000
FROM:

Jim Beavers Engineering Public Works
Name Division Department

ACTION REQUIRED:

- (1) Approval of a construction contract with Basic Construction Company, Inc. for the Highway 265 water and sanitary sewer relocations phase II in the amount of \$2,107,961.00.
- (2) Approval of a 10 percent contract contingency in the amount of \$210,796.10.
- (3) Approval of a budget adjustment.

COST TO CITY:

<u>\$2,318,757.10</u> cost of this Request	<u>3,999,539</u> Project Budget	<u>Highway 265 Water/ Sewer relocations</u> Project Name
<u>5400-5600-5808.00</u> Account Number	<u>2,111,567</u> Funds Used To Date	<u>Capital mains</u> Program Name
<u>97043-0020</u> Project Number	<u>1,887,972</u> Remaining Balance	<u>Water/Sewer</u> Fund

BUDGET REVIEW: ☒ Budgeted Item ☒ Budget Adjustment Attached

[Signature]
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marilyn J. Cramer
Accounting Manager

1-21-00

Date

ADA Coordinator

Date

[Signature]
City Attorney

1-21-00

Date

[Signature]
Internal Auditor

1-21-00

Date

[Signature] PR
Purchasing Officer

1-24-00

Date

STAFF RECOMMENDATION: Approval

[Signature]
Division Head

1/21/00

Date

Cross Reference

[Signature]
Department Director

1-24-00

Date

New Item: **Yes**

[Signature]
Administrative Services Director

1-24-00

Date

Prev Ord/Res # _____

[Signature]
Mayor

1/24/00

Date

Orig Contract Date: _____

STAFF REVIEW FORM

Page 2

Description BASIC CONSTRUCTION - HWY 265 Meeting Date 2-1-2000

Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Reference Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charles Venable, Public Works Director
Contract Review

From: Jim Beavers, City Engineer *B*

Date: January 20, 2000

Re: Highway 265 water/sanitary sewer relocations, phase 2.
Construction contract approval.

The Highway 265 water/sanitary sewer relocations phase 2 construction contract will provide for the water and sanitary sewer relocations and improvements along Highway 265 from Highway 45 south to near Deerpath Drive. Phase I of the project, currently under contract, will provide the relocations from Deerpath Drive south to Highway 16 East. The project is 51% reimbursable from the State AHTD.

Bids were opened January 17, 2000 for the Highway 265 water and sanitary sewer relocations phase II. Three bids were received as follows:

Basic Construction	\$2,107,961.00
Garney Contractors	\$2,286,053.00
Kraus Construction	\$2,297,210.00

All three bids are considered responsive and reasonable. The City's consultant on the project, RJN Group, Inc. has reviewed the bids and recommends award to Basic Construction.

City Staff concurs with this recommendation and requests:

- (1) Approval of a construction contract with Basic Construction Company, Inc. for the Highway 265 water and sanitary sewer relocations phase II in the amount of \$2,107,961.00.
- (2) Approval of a 10 percent contract contingency in the amount of \$210,796.10.
- (3) Approval of a budget adjustment.

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

Budget Year 2000	Department: Public Works Division: Water & Sewer Program: Capital Water Mains	Date Requested February 1, 2000	Adjustment #
-------------------------	---	------------------------------------	--------------

Project or Item Requested:
 Additional funding is requested for the Highway 265 Water & Sewer Relocation project and the Water & Sewer Operations Center project.

Project or Item Deleted:
 None. Use of fund balance is proposed for this adjustment.

Justification of this Increase:
 The Highway 265 Water & Sewer Relocation project budget needs to be increased to fund the low bid, additional project cost, and, fund a contract contingency. The Water & Sewer Operations Center project funding needs to be restored. By previous City Council action, \$647,000 of the Operations Center project budget was reallocated to Highway 265 ROW project funding.

Justification of this Decrease:
 This budget adjustment is proposed to be funded with the City's rebate from Beaver Water District.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Water Line Improvements	470,786	5400	5600	5808	00	97043	20
Building Cost	647,000	5400	5600	5804	00	98076	20

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Use of Fund Balance	1,117,786	5400	0940	4999	99		

Approval Signatures

Requested By	Date
	1-21-2000
Budget Coordinator	Date
	1-24-00
Department Director	Date
	1-24-00
Admin. Services Director	Date
	1/24/00
Mayor	Date

Budget Office Use Only

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

Purchase Requisition

Vendor #:

4026

Vendor Name:
Bas

Basic Construction Company

Address:

P0 Box 1208

City:

Fayetteville

State:

AR

Zip:

72702-1208

Ship To Code:

060

Mail:	Yes
Taxal	Yes
Divisi	

Yes	No	X
-----	----	---

Taxable:

Yes	No
-----	----

Division Head Approval:

Requester:

Jim Beavers

Extension:

208

[illegible]

Special Instructions:

Please return P0 to Engineering

Subtotal:

Tax:

TOTAL: \$2,107,961.00

Approvals:

Mayor:

(for purchasing office use only)

Department Director:

Admin. Services Director

Budget Coordinator:

Purchasing Manager:

Data Processing Mgr

AGENDA REQUEST FORM

Council Meeting of February 1, 2000

FROM	<u>Don Bunn</u>	<u>Public Works Admin</u>	<u>Public Works</u>
	Name	Division	Department

ACTION REQUIRED A resolution approving the contract with RJN for engineering services in connection with sewer system improvements in the amount of \$638,267.00.

COST TO CITY

<u>\$ 638,267.00</u>	<u>\$ 1,926,111</u>	<u>Wastewater Collection System Engineering</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>5400-5700-5314-00</u>	<u>59,604</u>	<u>Sewer Mains</u>
Account Number	Funds Used to Date	Program Name
<u>98047-10</u>	<u>\$ 1,866,507</u>	<u>Water and Sewer</u>
Project Number	Funds Remaining	Fund Category

BUDGET/CONTRACT REVIEW

<u>XX</u>	Budgeted Item	Budget Adj.	Attached
<u>[Signature]</u>	<u>1/21/2000</u>		
Budget Coordinator	Date	Admin Services Director	Date
<u>Marilyn J. Cramer</u>	<u>1-21-00</u>		
Accounting Manager	Date	ADA Coordinator	Date
<u>[Signature]</u>	<u>1-21-00</u>	<u>Yolanda Filds</u>	<u>1-21-00</u>
City Attorney	Date	Internal Auditor	Date
<u>[Signature]</u>	<u>1-24-00</u>		
Purchasing Officer	Date		

STAFF RECOMMENDATION It is the recommendation of the Staff that the Council approve the contract with RJN for engineering services in connection with sewer system improvements in the amount of \$638,267.00.

<u>[Signature]</u>	<u>01/19/00</u>
Ass't Public Works Director	Date
<u>[Signature]</u>	<u>1-24-00</u>
Department Director	Date
<u>[Signature]</u>	<u>1-24-00</u>
Admin Services Director	Date
<u>[Signature]</u>	<u>1/24/00</u>
Mayor	Date

Cross Reference

New Item: Yes No

Prev Ord/Res # _____

Orig. Contract # _____

Orig. Contract Date _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

January 13, 2000

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director

Thru: Charles Venable, Public Works Director

Mayor Fred Hanna



Subject: Contract for Preliminary Engineering
Sewage Collection System Improvements, West Side
RJN and Associates

The City began the procedure of engineer selection in May of 1999. The attachment to this memorandum outlines the selection process from May forward.

Attached for your review and approval is the proposed engineering contract between the City and RJN and Associates from Dallas, Texas. The proposed contract provides for three separate work elements, the Preliminary Design Report, the preparation of detailed plans and specifications, and observation/management services during construction. You will note that a detailed scope of work and pricing are given only for the Preliminary Design Report phase. The cost and scope of work for the other two elements will be negotiated after completion of the Preliminary Design Report.

Scope of Work: Generally the scope of work involves the development of design flows (for both the new plant and the existing plant), routing and sizing of new sewer lines in the Illinois River Basin, and the construction and renovation of sewage pump stations on the east side. An outline of the scope of work is given below. A detailed scope of work is given in the proposed contract.

1. Project Administration

2. Coordination Meetings - This includes regular meetings with the City Staff, meetings with the regulatory authorities, and City Council and/or Water and Sewer Committee Meetings.

3. Coordination with Other Consultants

4. Public Relations - This involves preparation for and attendance of public information meetings held by the City.

5. Design Flow Report - Includes the updating of existing wastewater flows and the projection of final design flows for both the Illinois River Watershed and the White River Watershed.

6. Conceptual Design - Includes the evaluation of alternatives for the rerouting flows from the east side to the west side and the analysis of eight (8) sewage pump stations.

7. Wetlands and Endangered Species Determination

8. Odor Control Evaluation

9. Report Preparation

Cost of Services: The proposed contract price \$ 638,267.00. This price is broken down as follows:

1. Salary Expense	\$ 151,053.00
2. Overhead Costs (180%)	271,895.00
3. Fixed Fee, 12%	50,754.00
0.12(Salary + Overhead)	
4. Expenses (includes subcontracts)	<u>164,565.00</u>
5. Total Cost (Not-to-Exceed)	\$ 638,267.00

The total cost is a maximum and will not be exceeded without a change order being approved which also amends the scope of work. Any additional costs (for this part of the work) will be computed on the same basis as the prices given above. A detailed breakdown of the costs as it relates to the various items of work is given in the contract. It should be pointed out that the costs given for each of the items of work is an estimate only and that funds can be shifted from one work element to another as long as the total price given above is not exceeded.

Staff Recommendation: The Staff believes the proposed contract price is reasonable and represents fair compensation in exchange for the work to be furnished. Therefore, it is the recommendation of the Staff that the Council approve the proposed contract with RJN in the amount of \$ 638,267.00.

Additional Contracts: Engineering contracts with McGoodwin, Williams, and Yates, Black and Veatch, and with Garver Engineers will be presented to the Council for approval either at the second meeting in February or early March, 2000.

**Fayetteville Wastewater Improvements Project
Consultant Selection Procedure and Contract Negotiation**

Last May the City Council authorized the City Staff to purchase about 316.5 acres of land west of Fayetteville for the purpose of constructing a new wastewater treatment plant. As a result of that action by the Council, the City Staff began the process of hiring consultants in connection with our wastewater improvements project.

In late May 1999 a Wastewater Engineering Selection Committee was formed. The Committee members were:

Charles Venable, Public Works Director
Trent Trumbo, Council Member
Sid Norbash, Staff Engineer
Don Bunn, Assistant Public Works Director

Don Bailey, Personnel Director
Jim Beavers, City Engineer
David Jurgens, W/S Maintenance

On June 13, 1999, advertisements appeared the Northwest Arkansas Times, the Morning News of Northwest Arkansas, and the Arkansas Democrat-Gazette requesting Statements Qualifications from consulting firms interested in providing wastewater engineering services to the City. An advertisement also appeared in the June 14 issue of the Engineering News-Record requesting Statements of Qualifications. Statements of Qualifications were received by the City on July 16, 1999.

The Selection Committee met in late July and in early August to review the Qualification Statements and to decide which engineering firms should be asked to submit detailed proposals. After careful review, the Committee sent a Request for Proposals (due September 17, 1999) to eleven engineering firms. They were:

Black and Veatch, Kansas City
RJN, Dallas, Texas
CDM, Dallas, Texas
CH2M Hill, Tulsa, Okla.
Garver Engineers, Fayetteville
McClelland, Fayetteville

McGoodwin, Fayetteville
Carter-Burgess, Little Rock
Burns and McDonnell, Kansas City
Crafton and Tull, Rogers, Arkansas
CTE, Tulsa, Okla.

The Request for Proposals notified the engineering firms that it would be the intent of the City to award a maximum of four (4) engineering contracts. There would be one engineering contract awarded in connection with the work at the existing Noland Wastewater Treatment Facility, one engineering contract awarded in connection with the new treatment facility on the west side of Fayetteville, and two engineering contracts awarded for work in connection with the collection system. As a result of our Request for Proposals, the City received nine detailed proposals. CDM did not submit a detailed proposal and McClelland submitted in conjunction with RJN of Dallas.

The Selection Committee met in late September and decided to interview all of the firms submitting proposals. The interview dates were set for Wednesday, October 6 and Thursday, October 7.

After the last interview on Thursday, October 7, the Committee met and made these selections:

- a) McGoodwin, Williams, and Yates of Fayetteville - Design services related to the new treatment plant on the west side of Fayetteville.
- b) Black and Veatch of Kansas City, Missouri - Design services related to the improvements at the existing Noland Treatment Plant on the east side.
- c) RJN and Associates of Dallas, Texas and McClelland Engineers of Fayetteville - Design services related to the sewage collection system.
- d) Garver Engineers of Fayetteville - Design services related to the sewage collection system.

Over the past three (3) months the Staff has been working with the selected consultants, both individually and jointly, to development an appropriate scope of work and contract price for each of them. Generally, the form of the contract will be in accordance with the City's standard engineering contract. The contract will contain a detailed scope of work and detailed price for a Preliminary Design Report. The contract will contain a provision for the preparation of plans and specifications, bidding services, and observation/management services. A detailed scope of work and prices for those services will be negotiated after completion of the Preliminary Design Report.

COMMENT SHEET

Project: Wastewater Engineering, West Side Collection System
Engineer: RJN Group, Inc.

Notes to Reviewers:

The following comments have been made by the Public Works Staff, however, they have not yet been incorporated into the contract:

1. Page 4, Fees and Payments The following language shall be added:

"Invoices shall be submitted to the City for on a monthly basis. The City will make every effort to pay such invoices within 30 days of date the invoice is approved. However, payment within 30 days is not guaranteed and the City will not be held liable for interest or late fees due to delayed or late payment."

2. Page 4, Section XII Please add this language (or something similar) to the paragraph beginning "Appendix C" (the next to last paragraph).

"The breakdown of costs between the various work tasks as given in Appendix C is a convenience and is not intended to set a maximum cost for any of the work tasks. Costs may be transferred from one work task to another so long as the maximum cost as given above is not exceeded."

3. Page 2, Section IV Please place this (or language similar thereto) immediately following the first paragraph under Section IV:

"The Phase I work will result in a Preliminary Design Report along with any technical memorandums that may have been developed during the progress of the work. The City shall be furnished ten (10) copies of the Preliminary Design Report."

4. We have requested copies of all sub-contracts.

Budget Comments: HANESRING CREEK is referred to as HANUSRING
Creek on page A-5 & A-6 & A-1, A-2, A-7 ...

Purchase Requisition

(not a purchase order)

Approvals: _____
 Mayor: _____
 Admin. Services Director: _____
 Department Director: _____
 Budget Coordinator: _____
 Purchasing Manager: _____
 Data Processing Mgr: _____

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Agreement entered into and executed this ____ day of _____ 2000, by and between the City of Fayetteville acting by and through its Mayor hereinafter called the "OWNER" and RJN Group, INC. with offices located in Dallas, Texas hereinafter called the "ENGINEER".

WITNESSETH:

Whereas, the "OWNER" is planning to construct sanitary sewer improvements to direct wastewater flows to the proposed West Side Wastewater Treatment Plant; and

Whereas the "OWNER'S" forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and Whereas, the "ENGINEER'S" staff is adequate and well qualified and it has been determined that its current work load will permit completion of the plans for the project on schedule;

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

SECTION I - EMPLOYMENT OF ENGINEER

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

SECTION II - DESCRIPTION OF THE PROJECT

The City of Fayetteville has elected to construct a new wastewater treatment facility on the west side of the city and divert flow originating in the Illinois River Watershed to the proposed plant. This Project will include the Phase I engineering including development of design flows and conceptual engineering necessary to implement the sewer improvements. Phase II services will include the final engineering design, bidding assistance, and construction administration services for the proposed sewer improvements in the Illinois River Watershed.

SECTION III - INFORMATION & SERVICES

The "OWNER" will furnish any specifications, standards and other information which may relate to the project including GPS survey data and water usage information, free of charge, to the "ENGINEER" on magnetic media.

SECTION IV - SERVICES TO BE FURNISHED BY THE "ENGINEER"

Services to be furnished by the "ENGINEER" during Phase I - Preliminary Design generally include the development of design flows for the East Side and West Side Wastewater Treatment Plants and collection system improvements; and conceptual design for the sewer improvements in the Illinois River Watershed necessary to divert wastewater flow from the East Side Plant to the West Side Plant. A detailed scope of services to be provided by the "ENGINEER" is included in Appendix "A" attached hereto and made part of this agreement.

A Preliminary Scope of Services to be provided by the "ENGINEER" during Phase II is included in Appendix "A-1" attached hereto and made part of this Agreement. Services to be furnished by "ENGINEER" during Phase II are generally described in Section IV thru Section IX as follows. If any items described in Section IV thru Section IX conflict with items in Appendix "A-1", then "A-1" will govern. A final Phase II Scope of Services will be negotiated after completion of the Phase I - "Preliminary Design".

The project will be designed and constructed to meet sewer standards in accordance with the "OWNER'S" Water and Sewer, and other related Standards. Construction specifications shall be based on "Standard Specifications for Highway Construction Edition 1993 of the AHTD" and latest special provisions, Engineer's Technical Specifications, and City of Fayetteville Specifications relating to the design of this project. The preliminary design report shall be submitted by the "ENGINEER" and approved by the "OWNER" prior to beginning final design work.

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

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

SECTION V - COORDINATION WITH "OWNER"

The "ENGINEER" shall hold conferences throughout the design of the project with representatives of the "OWNER" and other consultants involved in the project to the end that the design, as perfected, shall have full benefit of the "OWNER'S" knowledge and be consistent with

the current policies and construction practices of the "OWNER". The "OWNER" reserves the right to accept or reject any or all plans for errors or omissions, but this stipulation will not relieve the "ENGINEER" of responsibility for the design of the project.

SECTION VI - OFFICE LOCATION FOR REVIEW OF WORK

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

SECTION VII - PRELIMINARY AND FINAL SUBMISSION

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

SECTION VIII - FINAL SUBMISSION

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

- A. One (1) copy of all design calculations.
- B. Three (3) sets of final plans, contract documents and specifications.
- C. The originals of all drawings, specifications and contract documents. All design drawings on magnetic media shall be submitted on disks compatible with AutoCAD® Release 12 software.
- D. The estimated cost of construction and a detailed estimate of time in calendar days required for completion of the contract.

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

During the "Bidding" phase of the project, the "ENGINEER" shall provide all engineering and administrative services needed to obtain bids for the construction project, evaluate the bids, and consult with and advise the "OWNER" as to the acceptability of the best bidder.

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

SECTION X - SUBCONTRACTING

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

SECTION XI - TIME OF BEGINNING AND COMPLETION

The "ENGINEER" shall begin work under this Agreement within ten (10) days of notice to proceed and shall complete the Phase I - Preliminary Design within 300 calendar days. Phase II - Final Design schedule will be determined by the "OWNER" and "ENGINEER" after completion of the Phase I - Preliminary Design.

SECTION XII - FEES AND PAYMENTS

A. Phase I - Preliminary Design Services

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

- 1) "Preliminary Design" phase services, not to exceed: \$ 587,513.00
- 2) Fixed fee for "Preliminary Design" services: \$ 50,754.00
- 3) Engineering contract amount for "Preliminary Design" phase
services not to exceed: \$ 638,267.00

The basis of this upper limit and justification for the fee is contained in Appendix "B" attached hereto. Subject to the City Council approval, adjustment of the upper limit may be made should the "ENGINEER" establish and the "OWNER" agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if the "OWNER" decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

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

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

B. "Final Design" Services

The fee and payment schedule for "Final Design" Services will be negotiated between the "OWNER" and "ENGINEER" after completion of the Phase I - "Preliminary Design".

C. "Bidding" Phase Services:

The fee and payment schedule for "Bidding" Phase Services will be negotiated between the "OWNER" and "ENGINEER" after completion of the Phase I - "Preliminary Design".

D. "Construction" Phase Services:

The fee and payment schedule for "Construction" Phase Services will be negotiated between the "OWNER" and "ENGINEER" after completion of the Phase I - "Preliminary Design".

E. "Geotechnical Investigation" Services:

The extent of geotechnical investigative services associated with final design will be negotiated after completion of the Phase I - "Preliminary Design".

F. "Special" Services:

The extent of "Special" services, such as preparation of detailed easements and/or construction staking, will be negotiated after completion of the Phase I - "Preliminary Design".

SECTION XIII - CHANGES

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

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

Any claim by the "ENGINEER" for adjustment under this clause must be asserted with thirty (30) days from the date of receipt by the "ENGINEER" of the notification of change; provided, however, that the "OWNER" if it decides that the facts justify such action, may receive and act upon any such claim assessed at any time prior to the date of final payment under this contract. Failure to agree to any adjustment shall be cause for a dispute concerning a question of fact within the meaning of the clause of this contract entitled SECTION XVII MISCELLANEOUS

PROVISIONS, (1) Dispute Resolutions. However, nothing in this clause shall excuse the "ENGINEER" from proceeding with the contract as changed.

SECTION XIV - OWNERSHIP OF DOCUMENTS

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

SECTION XV - POSTPONEMENT OR CANCELLATION OF THE CONTRACT

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

- A. Postponement - Should the "OWNER", for any reason whatsoever, decide to postpone the work at any time, the "OWNER" will notify the "ENGINEER" in writing, who will immediately suspend work. Should the "OWNER" decide during such suspension not to resume the work, or should such suspension not be terminated within a year, the work shall be cancelled as hereinafter provided.
- B. Cancellation - should the "OWNER", for any reason whatsoever, decide to cancel or to terminate the use of the "ENGINEER'S" service, the "OWNER" will give written notice thereof to the "ENGINEER", who will immediately terminate the work. If the "OWNER" so elects, the "ENGINEER" may be instructed to bring a reasonable stage of completion to those items whose value would otherwise be lost. The "ENGINEER" shall turn over all data, charts, survey notes, figures, drawings and other records or information collected or produced hereunder whether partial or complete. Upon such termination of the "ENGINEER'S" services, the "ENGINEER" shall be paid on a proportional amount of the total fee, less prior partial payments, based on the ratio of work done to the total amount of work to be performed.

SECTION XVI - MISCELLANEOUS PROVISIONS

- A. Any disputes resulting from claims shall be subject to mediation through the Mayor of Fayetteville, and all efforts shall be made by both parties to settle the dispute prior to any legal action by either party.
- B. Responsibility for Claims and Liability - The "ENGINEER" shall save harmless the "OWNER" from and against damages, injuries, claims, property damage, arising out of or resulting from the performance of work caused by negligent acts or omissions of the "ENGINEER", or those of its subcontractors, its agents, or its employees rendering of services under this contract.

- C. General Compliance with Laws - The "ENGINEER" shall comply with all federal, state and local laws and ordinances applicable to the work. The "ENGINEER" shall be a professional engineer, licensed in the State of Arkansas.
- D. Engineers Endorsement - The "ENGINEER" shall endorse and recommend all plans, specifications, engineer's opinion of construction costs, and engineering data finished by it. All design shall be checked in accordance with accepted engineering practices. All plan quantities shall be checked and verified.

SECTION XVII - SUCCESSORS AND ASSIGNS

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

SECTION XVIII - COVENANT AGAINST CONTINGENT FEES

The "ENGINEER" warrants that it has not employed or retained by company or person, other than a bonafide employee working solely for the "ENGINEER", to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the "ENGINEER", any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract.

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

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

CITY OF FAYETTEVILLE

RJN GROUP, INC.

By: _____
Mayor

By: Hugh M. Nelson
Authorized Representative

ATTEST:

ATTEST:

By: _____
City Clerk

By: Aileen LeBlanc-Sastry

Attachments: Appendix "A"
Appendix "A-1"
Appendix "B"
Appendix "C"

APPENDIX A
PHASE I
SCOPE OF SERVICES
CITY OF FAYETTEVILLE
WASTEWATER IMPROVEMENT PROJECT

The following is a summary of the tasks that the ENGINEER will perform under this agreement. The CITY desires to phase in the recommendations of the Facility Plan prepared by CH2MHill and RJN Group, Inc. for Year 2000 to Year 2020 to accommodate future development and rerouting of a portion of the collection system to the proposed Wastewater Treatment Plant in the Illinois River Watershed (Westside Wastewater Treatment Plant).

This will basically include rerouting the existing system that flows to the Gregg Street, North Street, Poplar Street, Porter Road, Hamstring Creek, and Farmington Lift Stations to the proposed West Side Plant site. It may also include rerouting of the flow from the area tributary to the Old Wire Road Lift Station. Preparation of a final design flow report will also be required. A summary of tasks associated with each of these items is included in the following sections. Upon receipt of Notice to Proceed the ENGINEER will perform the following tasks:

PART A - PRELIMINARY ENGINEERING

1. Project Administration

- a. Perform Project Initiation activities.
- b. Perform general administration and project management activities.
- c. Finalize agreements with subconsultants.
- d. Perform ENGINEER's internal project control including budgeting, scheduling, and quality control activities.

2. Coordination Meetings

- a. Attend project kickoff meeting with City staff and other consultants involved in project.
- b. Attend monthly meetings with City staff and other design consultants. Provide written documentation of each meeting. A total of six (6) meetings are included.
- c. Meet with City of Farmington early in project to discuss their plans for recently annexed area.

- d. Meetings will also be held with Arkansas DEQ, AHTD, and DOH as necessary.
- e. Attend two meetings with City's Water and Sewer Committee.

3. Coordination with Other Consultants

The ENGINEER will coordinate its services with other consultants that the City may employ for design of other portions of the project. This will include coordination with treatment plant design firms for design flows and coordination of locations and connections to various portions of the interceptor sewers. It is anticipated that a total of eight (8) meetings with other consultants will be required.

4. Public Relations

In conjunction with McGoodwin, Williams, and Yates Consulting Engineers, the ENGINEER will assist in planning and conducting three public meetings. One meeting will be conducted at the beginning of the preliminary design phase, the second meeting will be at the completion of the preliminary design. The third meeting will be as necessary.

5. Design Flow Report

This task will include updating and finalizing existing and projected design wastewater flows and required capacities of proposed interceptor sewers. This consists of analyzing existing flows (where available from the City's permanent metering network) tributary to the Gregg Street, Hamstring Creek, North Street, Old Wire Road, Porter Road, and Poplar Street lift stations and updating the hydraulic model developed during the Master Plan Study. The ENGINEER, based in part on information provided by Black & Veatch for the Nolan Wastewater Treatment Plant, will provide design flows for the proposed Illinois River Wastewater Treatment Plant and the Nolan Wastewater Treatment Plant.

Specific tasks include:

- a. Review flow data provided by City for areas tributary to lift stations listed above.
- b. Review previous SSES reports as necessary.
- c. Update Year 2000 flow projections by basin. Projections will include water usage, customer count, and population projection based on water usage data by customer provided to ENGINEER by OWNER.
- d. Update Year 2020 flow projections by basin and watershed.
- e. Update hydraulic model geometry to reflect new plant location.

- f. Utilizing updated flows and updated model, perform hydraulic capacity analysis to finalize required interceptor capacities.
- g. Evaluate sizing of interceptors for "ultimate buildout" versus 2020.
- h. Utilizing the previously developed flow projections and hydraulic model develop design flow loadings for the Nolan Wastewater Treatment Plant and proposed Westside Wastewater Treatment Plant including:
 - 1) Average dry-weather flows and hydrographs
 - 2) Five to seven-day extended wet-weather flow
 - 3) Maximum daily and 30-day flow
 - 4) Peak flow rates for design storm (Will be based on projections for a 5-year/24-hour storm with a concurrent 5-year/60-minute storm event.).
- i. Obtain and review Master Plan flow projection database with CH2MHill. Review final flow projections with CH2MHill.

PART B - CONCEPTUAL DESIGN

1. Conceptual Design

The ENGINEER will evaluate alternatives for the rerouting of the existing Illinois River Watershed Wastewater Collection System to the proposed West Side Wastewater Treatment Plant. The conceptual design will include the following:

- Alignment Study
- Conversion of Existing Force Mains to Gravity Sewers
- Evaluation of Existing Lift Stations
- Construction Methods/Materials
- Utility Coordination
- Survey Work (as required)
- Geotechnical Investigations
- Odor Control Evaluation
- Wetlands Identification
- Preliminary Design Report

For the purpose of developing the Scope of Services, the conceptual design phase is presented for each of the areas that may be rerouted.

Old Wire Road Lift Station

Based on the evaluation of the Nolan Wastewater Treatment Plant by Black & Veatch, a minimum design flow for the plant will be established. This evaluation should determine if the Old Wire Road Lift Station will continue to pump to the Nolan Wastewater Treatment plant for the near future. As the White River Watershed develops and more flow is transported to the Nolan Wastewater Treatment Plant, then flows to the Old Wire Road Lift Station may be diverted to the Westside Wastewater Treatment Plant. The conceptual design phase would include the following for this station.

- a. Obtain and review as-built records and existing easements for the existing force main from Gregg Street to Old Wire Road.
- b. Obtain and review as-built records and shop drawings for the existing Old Wire Road Lift Station.
- c. Perform drawdown-return test to determine actual capacity of lift station.
- d. Based on flow projections developed under previous tasks, evaluate alternative of converting existing force main from Gregg Street Lift Station to a gravity sewer.
- e. Evaluate alternative of keeping Old Wire Road Lift Station in operation to pump peak wet-weather flow to the existing Nolan Wastewater Treatment Plant.
- f. Should task "e" above determine that the existing force main cannot be converted to a gravity sewer, perform an alignment study to determine location of new gravity sewer from Old Wire Road to Gregg Street. This task will include an evaluation of construction methods through the Paradise Valley Golf Course.
- g. Conduct preliminary geotechnical investigations as necessary.
- h. Perform preliminary utility investigation.

North Street Lift Station

The North Street Lift Station currently pumps to the White River Watershed via Mini System 18B/C. Flow tributary to the lift station would be diverted to the proposed plant by construction of a new interceptor from North Street to the vicinity of the Poplar Street Lift Station. The conceptual design would include the following:

- a. Obtain and review existing easement documents for the Poplar Street Lift Station Force Main.

- b. Complete an alignment study for the proposed interceptor sewer.
- c. Conduct preliminary geotechnical investigation as necessary.
- d. Perform preliminary utility investigation.
- e. Evaluate option of leaving North Street Lift Station in operation to pump excess wet-weather flow to the White River Wastewater Treatment Plant, thereby reducing the size of the interceptor to Poplar Street.
- f. Develop construction cost estimates.

Poplar Street Lift Station

The wastewater flow from the areas tributary to the North Street Lift Station and Poplar Street Lift Station will be rerouted to the proposed Westside Plant by gravity. This will be through a new interceptor along Skull Creek to the vicinity of the Gregg Street Lift Station or along Poplar Street and the U of A property west to the vicinity of the Porter Road Lift Station. Specific tasks include:

- a. Obtain and review City's planometric maps.
- b. Perform alignment study of each alternative.
- c. Perform preliminary geotechnical investigation as necessary.
- d. Perform field survey as necessary.
- e. Perform preliminary utility investigation.
- f. Develop construction cost for each alternative evaluated.
- g. Perform property ownership research.

Gregg Street Lift Station

Wastewater flow from Gregg Street can be rerouted to the proposed plant site whether by construction of a gravity sewer or by upgrading the pumping capacity of the station and pumping flow to the headwaters of Clabber Creek. The pumping alternative would result in the construction of a significant shallower interceptor sewer from along Clabber Creek to Hamstring Creek. Either option will require a thorough review of the Public Law 1366 requirements. Specific tasks include:

- a. Review legal opinion by City Attorney on requirements of Public Law 1366.
- b. Identify potential routing alternatives and perform alignment study of each alternative.
- c. Perform property ownership research.
- d. Perform drawdown-return test to determine actual pumping capacity of Gregg Street Lift Station.
- e. Develop cost estimates for leaving lift station in operation alternative.
- f. Develop cost estimates for construction of gravity sewer alternative.
- g. Evaluate construction methods and materials.
- h. Perform preliminary geotechnical investigations as necessary.
- i. Perform preliminary utility investigation.
- j. Perform surveys as necessary.

Porter Road Lift Station

The Porter Road Lift Station will be abandoned and flow rerouted to the proposed Wastewater Treatment Plant through an interceptor along Hamstring Creek. The following conceptual design tasks will be performed:

- a. Obtain and review existing easement documents for the Hamstring Creek Lift Station force main.
- b. Obtain and review as-built records for Hamstring Creek Lift Station force main.
- c. Obtain and review as-built records for Crystal Springs Lift Station.
- d. Perform alignment study for proposed interceptor sewer.
- e. Perform property ownership research.
- f. Perform preliminary geotechnical investigation as necessary.
- g. Perform survey as required.

- h. Perform preliminary utility investigation.
- i. Develop construction cost estimates.

Hamestring Creek Lift Station to Proposed Wastewater Treatment Plant Site

Wastewater flow from the Gregg Street, Porter Road, and Hamestring Creek Lift Stations will be rerouted to the new plant site. The conceptual design will include the evaluation of alternatives to 1) construct a new lift station near the existing Hamstring Creek Lift Station and pumping the flow to the new plant site or 2) construct a deep gravity sewer from the Hamestring Creek Lift Station to the new Wastewater Treatment Plant site and then construct a lift station at the headworks of the plant. Specific tasks will include:

- a. Perform property ownership research.
- b. Based on previous tasks, finalize peak flows to proposed Wastewater Treatment Plant.
- c. Perform preliminary geotechnical investigations as necessary.
- d. Perform surveys as necessary.
- e. Perform preliminary utility investigation.
- f. Develop preliminary routing alternative.
- g. Evaluate construction methods and materials.
- h. Develop construction cost estimates for each alternative.
- i. Determine present worth or life cycle cost for each alternative.
- j. Based on flow projections and hydraulic modeling tasks, evaluate flow equalization basin at the proposed Wastewater Treatment Plant.

Owl Creek and City of Farmington Lift Stations

There are several alternatives that will be evaluated for rerouting of wastewater flow from these stations. One alternative is to leave the existing Owl Creek Lift Station and force main in place. A second alternative would be to reroute the Owl Creek and City of Farmington force mains to the new Wastewater Treatment Plant site. A third alternative would be to abandon both lift stations and construct a new lift station near the confluence of Owl Creek and Goose Creek and construct a force main to the proposed plant site. This

alternative would allow the City of Fayetteville and Farmington to serve the areas that are developing to the west and north of Farmington. Specific tasks include:

- a. Perform drawdown-return test to determine actual pumping capacity of each lift station.
- b. Complete property ownership research.
- c. Perform preliminary alignment studies of each alternative.
- d. Develop construction cost estimates for each alternative described above.
- e. Conduct meetings with Cities of Fayetteville and Farmington staff to discuss alternatives. Two (2) meetings are anticipated.
- f. Perform geotechnical investigations as necessary.
- g. Perform survey as necessary.
- h. Perform preliminary utility investigation.

2. Wetlands Determination/Endangered Species Determination

During the conceptual design phase, the ENGINEER will perform the following tasks:

- a. Conduct review of existing source documents including USGS Maps, Washington County Soil Surveys, National Wetlands Inventory Maps, and aerial photography for any features that may indicate likelihood of wetlands.
- b. Compare the proposed routes of sewer/lift station construction with the existing source document data review, including any alternative routes evaluated in the preliminary design.
- c. Prepare preliminary exhibit of any locations with potential for wetlands in vicinity of proposed sewers/lift stations.
- d. Review preliminary exhibit with City staff.
- e. Conduct field investigation "walk through" of any locations with potential for wetlands in vicinity of proposed sewers/lift station accompanied by qualified wetlands ecologist. Document approximate boundaries of any wetlands determined in walk through, and photograph/video tape findings as appropriate.

- f. Update preliminary exhibit of locations with wetlands impact in vicinity of proposed sewers/lift stations.
- g. Contact regulatory agencies in outlining jurisdictional parameters and wetland permitting requirements, if applicable.
- h. Prepare preliminary design subreport for wetlands summarizing results of data analysis/walk through and provide preliminary recommendations/cost impacts related to sewer line/lift station construction in wetlands vicinity.
- i. Conduct review of existing data for identification of endangered species in vicinity of proposed sewers/lift station(s) construction. Contact relevant regulatory agencies after preliminary review of data.

3. Odor Control Evaluation

In order to identify and mitigate potential odor problems, the ENGINEER will perform the following tasks during the conceptual design phase:

- a. Sewer Lines/Force Mains
 - 1) Modify hydraulic model developed during Wastewater Collection System Masterplan as required.
 - 2) Conduct predictive computer modeling of proposed sewer system (15 inches and larger in diameter) utilizing Pomeroy/Parkhurst Model to predict sulfide buildup and identify "hot spots" for sewer line/force main odor control. Conduct sampling of existing sewer system for sulfide content to calibrate model, where required.
 - 3) Conduct odor control cost/benefit analysis of alternatives for existing known odor problem areas and potential odor generation locations identified in predictive computer modeling. Alternatives will include, but will not be limited to, active controls, chemical addition, oxidant addition, minimization of turbulence in new design and opportunities for solids deposition, biofilters, and minimum velocity design.
 - 4) Review cost/benefit analysis with City staff, including recommended solution(s).
 - 5) Prepare preliminary design report for sewer line/force main odor control summarizing cost/benefit analysis and recommended plan (with exhibits as appropriate).

b. Lift Station(s)

- 1) Conduct odor control cost/benefit analysis of alternatives for existing lift stations (that will remain in service) and proposed Lift Station No. 1. Alternatives will include, but not be limited to, active controls, chemical addition, and oxidant addition.
- 2) Review cost/benefit analysis with City staff including recommended solution(s).
- 3) Prepare preliminary design report for lift station(s) odor control summarizing cost/benefit analysis and recommended plan with schematic preliminary design diagrams and exhibits where required.

4. Conceptual Design Report

Based on the completion of the above tasks, the ENGINEER will prepare and submit a detailed report of each alternative evaluated along with the recommended alternatives. The report will include detailed cost estimates and exhibits for the evaluated alternatives. Specific tasks are as follows:

- a. Prepare Exhibits of recommended alternatives.
- b. Prepare draft report.
- c. Submit ten (10) copies of draft report for City review.
- d. Incorporate City's comments and submit ten (10) copies of final report.

Personnel from an office of the ENGINEER that was not involved in the project will perform value engineering of the conceptual design.

APPENDIX A-1

PHASE II SCOPE OF SERVICES

CITY OF FAYETTEVILLE WASTEWATER IMPROVEMENT PROJECT

The following is a Preliminary Scope of Services for Phase II - Final Engineering Design, Bidding, and Construction Administration Services. A final Scope of Services will be developed after completion of the Phase I - Preliminary Design.

Generally, the project will include the final design of sewer improvements including interceptor sewers and pump stations necessary to reroute the areas tributary to the Old Wire Road, Gregg Street, North Street, Poplar Street, Porter Road, Hamestring Creek, Owl Creek, and City of Farmington Lift Stations. After completion and approval of the Phase I - Preliminary Design, the ENGINEER will proceed with these services:

PART A - PROJECT ADMINISTRATION AND MANAGEMENT

1. Project Administration

- a. Perform Project Initiation activities.
- b. Perform general administration and project management activities.
- c. Finalize agreements with subconsultants.
- d. Perform ENGINEER's internal project control including budgeting, scheduling, and quality control activities.

2. Coordination Meetings

- a. Attend project kickoff meeting with City staff and other consultant involved in project.
- b. Attend monthly meetings with City staff and other design consultants to coordinate design activities.
- c. Meet with Arkansas DEQ, AHTD, and DOH as necessary to obtain permits for construction of project.

3. Public Relations

- a. In conjunction with OWNER and other design consultant, conduct public meetings as necessary.

PART B - FINAL ENGINEERING DESIGN

1. Perform design survey for sewer and lift station improvements.
2. Provide the OWNER with the technical information for location of easements required for construction of the project. Information to include width and general location of the easements, and distances from the property lines. Property line information shall be obtained from existing maps provided by the OWNER to the ENGINEER.
3. Perform final geotechnical investigations as necessary for design of the project.
4. Prepare contract design drawings for sewer and lift station improvements. Drawings shall indicate permanent and temporary easements for construction based on information supplied by OWNER. Drawings shall include but not be limited to: (1) Title Sheet/Drawing Index, (2) Location Maps, (3) Plan and Profile of Sewer Improvements, (4) Special Details, and (5) General Details.
5. Using OWNER's and "ENGINEER"'S basic specifications, prepare project specifications which shall include but not be limited to: (1) bidding documents, (2) contractual documents, (3) conditions of the contract, (4) standard project forms, and (5) technical specifications.
6. Assist the OWNER in obtaining permit approval from regulatory agencies.
7. The ENGINEER will consult with the OWNER, public utilities, private utilities, and AHTD to determine the approximate location of above and underground utilities and other facilities that have an impact or influence on the project.
8. The ENGINEER shall deliver three (3) sets of the draft construction plans and specifications to the OWNER for review.
9. Meet with OWNER throughout the project and after submittal of the draft plans to receive input from OWNER's staff.
10. Perform final changes to contract documents. Submit final project drawings and contract specifications to the OWNER for review.

11. Prepare Engineer's Opinion of Probable Construction Cost by major items.

PART C - BIDDING ASSISTANCE

The following bidding assistance services are included:

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

PART D - CONSTRUCTION RESIDENT ENGINEERING

The ENGINEER will provide resident engineering services for the construction project(s).

1. Assist the OWNER in conducting a pre-construction conference with the Contractors by notifying utilities, governmental agencies, and other interested parties, and answer questions at the conference
2. **Resident Engineering**
 - a. Provide the successful bidder(s) with three (3) sets of the contract specifications for execution and the insertion of the required insurance certificates. Provide the successful bidder(s) with five (5) sets of the contract documents for construction purposes.
 - b. Review shop drawings, scheduling, test results, and other submittals which the Contractor is required to submit.
 - c. Consult with OWNER and act as the OWNER's engineering representative in dealings with the Contractor. Issue instructions of OWNER to Contractor and issue necessary interpretations and clarification of the contract specifications.

- d. Provide engineering survey(s) for construction to establish horizontal and vertical reference points which are necessary for the Contractor to construct the work. Coordinate the taking of preconstruction photos and surface video taping with the Contractor as necessary.
- e. Provide resident observation for sewer and lift station construction for general conformance to the contract drawings and contract specifications. Also provide resident observation of acceptance testing and restoration work by the Contractor.
- f. Perform permit follow-up coordination and construction observation to ensure compliance with conditions of Section 4.0 Wetlands permit.
- g. Review and respond to complaints received by OWNER and report any differences of opinion between the Contractor, ENGINEER and complaining party.
- h. Review applications for partial payment with the Contractor for compliance with contract specifications and submit to the OWNER a recommendation for payment.
- i. Issue field orders to Contractor after consultation with the OWNER. Review any change orders proposed by the Contractor and provide recommendations to the OWNER.
- j. Conduct an on-site review to determine if the projects are substantially complete and submit to the Contractor a list of observed items requiring completion or correction.
- k. Conduct a final on-site review, in the company of the OWNER and Contractor, to verify the projects are fully complete. Submit a recommendation for final acceptance of the projects to the OWNER.
- l. Provide the OWNER with one (1) set of record drawings on reproducible double matt (4 mil) mylar and two (2) sets of black line prints of the record drawings.
- m. ENGINEER is not responsible for the means or sequences of the construction work or the implementation program for safety of the construction contractor and subcontractors and it will be stipulated as such in the contract documents.

PART E - ADDITIONAL ENGINEERING SERVICES

1. Wetland Delineation and Permitting

- a. Perform detailed field investigation to delineate wetlands boundaries in any case where the final recommended sewer line routing from the preliminary design is within the immediate vicinity of a wetlands. Detailed field investigation will include, but may not be limited to, soils analysis, hydrology and vegetation. Detailed field investigation/delineation to be performed by a qualified wetlands ecologist.
- b. Develop wetlands plan (if required) including cost/benefit analysis of the following options.
 - 1) Avoidance
 - 2) Minimization
 - 3) Mitigation
- c. Conduct preapplication meeting with Corps of Engineers (if required).
- d. Prepare Section 4.0 Wetlands Permit (if required)

2. Odor Control

- a. Sewer lines/force main
 - 1) Prepare plans and specifications for final recommended plan for odor control for sewer lines/force mains in the project area.
 - 2) Prepare Engineer's estimate of probable construction cost for sewer line/force main odor control facilities/features.
- b. Lift Station(s)
 - 1) Prepare plans and specifications for final recommended plan for odor control at existing and proposed lift station(s).
 - 2) Prepare Engineer's estimate of probable construction cost for lift station odor control facilities.

APPENDIX B

PROFESSIONAL SERVICES COST
CITY OF FAYETTEVILLE, ARKANSAS
WASTEWATER SYSTEM IMPROVEMENTS
PHASE I

WORK TASK DESCRIPTION	HOURLY RATE WORK										Total Cost Estimate (\$)
	Estimated Manhours										
	Direct										
	PD hr	PM hr	SE hr	CE hr	DP hr	CL/OT hr	TOTAL LABOR	Cost (\$)			
PART A - PRELIMINARY ENGINEERING											
1. Project Administration											
a. Project Initiation	9	18	18	13	9	7	\$2,142			\$2,142	
b. Project Management	26	62	13	18	0	9	\$4,189			\$4,189	
c. Subconsultant Coordination	2	7	0	0	0	4	\$385			\$385	
d. Project Control	4	13	18	0	0	4	\$1,222			\$1,222	
Subconsultant (McClelland)								\$13,400		\$13,400	
Subtotal	41	100	49	31	9	24	\$7,938	\$13,400		\$21,338	
2. Coordination Meetings											
a. Kickoff meeting	13	17	17	0	4	2	\$1,753			\$1,753	
b. Monthly Meetings (6)	50	76	76	17	17	8	\$7,882			\$7,882	
c. City of Farmington Meeting	4	0	0	0	0	0	\$163			\$163	
d. Meetings with DEQ, AHTD, & DOH	4	19	8	0	0	2	\$1,101			\$1,101	
e. Water/Sewer Committee (2)	16	20	0	0	4	0	\$1,437			\$1,437	
Subconsultant (McClelland)								\$5,876		\$5,876	
Subtotal	87	132	101	17	25	12	\$12,336	\$5,876		\$18,212	
3. Coordination with Consultants (8 Meetings)											
Subconsultant (McClelland)	50	116	17	0	0	25	\$6,983	\$850		\$6,983	
Subtotal	50	116	17	0	0	25	\$6,983	\$850		\$7,833	
4. Public Relations											
Subconsultant (McClelland)	48	30	0	0	20	10	\$3,569			\$3,569	
Subtotal	48	30	0	0	20	10	\$3,569	\$1,000		\$4,569	
5. Design Flow Report											
a. Review Flow Data Provided by City	4	6	42	101	0	38	\$4,607			\$4,607	
b. Review Previous SSES Reports	2	0	4	0	0	0	\$203			\$203	
c. Update Year 2000 Flow Projections by Basin	25	13	84	50	0	42	\$5,819			\$5,819	
d. Update Year 2020 Flow Projections by Basin	17	8	63	25	0	34	\$3,969			\$3,969	
e. Update Hydraulic Model for New WWTP Location	17	4	67	126	0	25	\$6,236			\$6,236	
f. Perform Hydraulic Analysis and Finalize Interceptor Capacities	25	17	84	126	0	17	\$7,419			\$7,419	
g. Evaluate Sizing of Interceptors 2020 vs. Ultimate	8	17	42	0	0	8	\$2,310			\$2,310	
h. Develop Design Flow Loadings for WWTPs	34	13	109	210	0	25	\$10,527			\$10,527	
i. Review Flows With CH2MHill	50	4	63	25	0	2	\$4,716			\$4,716	
Subconsultant (McClelland)								\$7,650		\$7,650	
Subconsultant (CH2MHill)								\$15,000		\$15,000	
Subtotal	182	82	558	663	0	191	\$45,806	\$22,650		\$68,456	
SUBTOTAL, PART A - PRELIMINARY ENGINEERING	408	460	725	711	54	262	\$76,632	\$43,776		\$120,408	

APPENDIX B

PROFESSIONAL SERVICES COST
CITY OF FAYETTEVILLE, ARKANSAS
WASTEWATER SYSTEM IMPROVEMENTS
PHASE I

WORK TASK DESCRIPTION	HOURLY RATE WORK										Total Cost Estimate (\$)
	Estimated Manhours										
	PD hr	PM hr	SE hr	CE hr	DP hr	CL/OT hr	TOTAL LABOR	Direct Cost (\$)			
PART B - CONCEPTUAL DESIGN											
1. Conceptual Design											
Old Wire Lift Station											
a. Obtain and Review As-builts for Existing Force Main	0	2	7	0	0	2	\$311		\$311		
b. Obtain and Review As-built Records for LS	0	2	9	0	0	2	\$371		\$371		
c. Perform Drawdown-return Test	0	1	2	0	0	0	\$96		\$96		
d. Evaluate Alternatives - Force Main to Gravity Sewer	2	7	26	13	18	2	\$1,827		\$1,827		
e. Evaluate Alternative - Keeping in Operation	4	13	44	18	7	4	\$2,585		\$2,585		
f. Perform Alignment Study	4	18	44	9	26	0	\$2,881		\$2,881		
g. Conduct Preliminary Geotechnical Investigations	0	1	4	0	0	0	\$156		\$156		
h. Perform Preliminary Utility Investigation	0	0	2	0	0	0	\$61		\$61		
i. Cost Estimates	2	4	18	7	0	2	\$963		\$963		
Subconsultant (McClelland)								\$2,600	\$2,600		
Subtotal	12	48	156	47	51	12	\$9,251	\$2,600	\$11,851		
North Street Lift Station											
a. Obtain and review existing easement documents	0	1	2	0	0	0	\$96		\$96		
b. Complete Alignment Study	1	4	9	0	18	0	\$827		\$827		
c. Conduct Preliminary Geotechnical Investigation	0	1	2	0	0	0	\$96		\$96		
d. Perform Preliminary Utility Investigation	0	0	2	0	0	0	\$61		\$61		
e. Evaluate Option of Leaving LS in Operation	2	9	35	11	7	2	\$1,894		\$1,894		
f. Develop Construction Cost Estimates	1	2	4	0	0	0	\$232		\$232		
Subconsultant (McClelland)								\$4,420	\$4,420		
Subtotal	4	17	54	11	25	2	\$3,206	\$4,420	\$7,626		
Poplar Street Lift Station											
a. Obtain and Review City's Planometric maps	0	1	4	0	2	0	\$198		\$198		
b. Perform Alignment Study of Each Alternative	2	7	22	0	18	0	\$1,366		\$1,366		
c. Perform Preliminary Geotechnical Investigation	0	1	2	0	0	0	\$96		\$96		
d. Perform Field Survey	1	4	0	0	0	0	\$181		\$181		
e. Perform Preliminary Utility Investigation	0	1	2	0	0	0	\$96		\$96		
f. Develop Construction Cost Estimates	2	2	7	0	0	1	\$378		\$378		
g. Perform Property Ownership Research	0	2	0	0	0	0	\$70		\$70		
Subconsultant (McClelland)								\$8,884	\$8,884		
Subtotal	5	18	37	0	20	1	\$2,385	\$8,884	\$11,269		

APPENDIX B

PROFESSIONAL SERVICES COST
CITY OF FAYETTEVILLE, ARKANSAS
WASTEWATER SYSTEM IMPROVEMENTS
PHASE I

WORK TASK DESCRIPTION	HOURLY RATE WORK										Total Cost Estimate (\$)
	Estimated Manhours										
	PD hr	PM hr	SE hr	CE hr	DP hr	CL/OT hr	TOTAL LABOR	Direct Cost (\$)			
Gregg Street Lift Station											
a. Review Legal Opinion by City Attorney - PL 1366	2	9	0	0	0	0	\$397				\$397
b. Identify Routing Alternatives	9	53	26	9	26	7	\$3,868				\$3,868
and Perform Alignment Study for each Alternative											\$0
c. Perform Property Ownership Research	0	2	0	0	0	0	\$70				\$70
d. Perform Drawdown-return Test	0	1	2	0	0	0	\$96				\$96
e. Develop Cost Estimate - Leaving in Operation	3	13	53	13	13	2	\$2,793				\$2,793
f. Develop Cost Estimate - Gravity Sewer Alternative	5	9	26	9	11	2	\$1,779				\$1,779
g. Evaluate Construction Methods and Materials	2	9	13	0	0	0	\$791				\$791
h. Perform Preliminary Geotechnical Investigations	0	1	2	0	0	0	\$96				\$96
i. Perform Preliminary Utility Investigations	0	1	2	0	0	0	\$96				\$96
j. Perform Surveys	2	7	0	0	0	0	\$327				\$327
Subconsultant (McClelland)								\$6,620			\$6,620
Subtotal	23	105	124	31	50	11	\$10,313	\$6,620			\$16,933
Porter Road Lift Station											
a. Obtain and review existing easement documents	0	2	4	0	0	0	\$191				\$191
b. Obtain and Review As-built Records for Hamstring Creek LS	0	2	4	0	0	0	\$191				\$191
c. Obtain and Review As-built Records for Crystal Springs LS	0	2	4	0	0	0	\$191				\$191
d. Perform Alignment Study	3	4	11	0	18	0	\$969				\$969
e. Perform Property Ownership Research	0	2	0	0	0	0	\$70				\$70
f. Perform Preliminary Geotechnical Investigation	0	1	2	0	0	0	\$96				\$96
g. Perform Survey	3	4	0	0	0	0	\$263				\$263
h. Perform Preliminary Utility Investigation	0	1	2	0	0	0	\$96				\$96
i. Develop Construction Cost Estimates	2	2	4	0	0	0	\$273				\$273
Subconsultant (McClelland)								\$9,300			\$9,300
Subtotal	8	20	31	0	18	0	\$2,340	\$9,300			\$11,640
Hamstring Creek Lift Station to Proposed WWTP											
a. Perform Property Ownership Research	0	2	0	0	0	0	\$70				\$70
b. Finalize Peak Flows	2	9	18	0	0	0	\$942				\$942
c. Perform Preliminary Geotechnical Investigation	0	2	4	0	0	0	\$191				\$191
d. Perform Surveys	2	2	4	0	0	0	\$273				\$273
e. Perform Preliminary Utility Investigation	0	1	4	0	0	0	\$156				\$156
f. Develop Preliminary Routing Alternative	7	53	22	13	26	2	\$3,689				\$3,689
g. Evaluate Construction Methods and Materials	3	11	7	0	0	2	\$749				\$749
h. Develop Construction Cost Estimates for Each Alternative	4	59	26	18	13	2	\$3,749				\$3,749
i. Determine Present Worth	2	2	4	0	0	1	\$287				\$287
j. Evaluate Flow Equalization Basin	2	9	35	0	0	0	\$1,457				\$1,457
Subtotal								\$3,800			\$3,800

APPENDIX B

PROFESSIONAL SERVICES COST
CITY OF FAYETTEVILLE, ARKANSAS
WASTEWATER SYSTEM IMPROVEMENTS
PHASE I

WORK TASK DESCRIPTION	HOURLY RATE WORK										Total Cost Estimate (\$)
	Estimated Manhours										
	PD hr	PM hr	SE hr	CE hr	DP hr	CL/OT hr	TOTAL LABOR	Direct Cost (\$)			
Subtotal	22	150	124	31	39	7	\$11,563	\$3,800		\$15,363	
Owl Creek and City of Farmington Lift Stations											
a. Perform Drawdown-return Test	0	1	2	0	0	0	\$96			\$96	
b. Complete Property Ownership Research	0	0	2	0	0	0	\$61			\$61	
c. Perform Preliminary Alignment Studies	9	59	40	9	18	2	\$4,265			\$4,265	
d. Develop Construction Cost Estimates (each alternative)	3	4	18	9	9	2	\$1,238			\$1,238	
e. Conduct Meetings with City of Fayetteville & City of Farmington	26	26	0	0	0	2	\$2,002			\$2,002	
f. Perform Geotechnical Investigations	0	1	2	0	0	0	\$96			\$96	
g. Perform Surveys ¹	0	2	4	0	0	0	\$191			\$191	
h. Perform Preliminary Utility Investigation	0	1	2	0	0	0	\$96			\$96	
Subconsultant (McClelland)								\$6,350		\$6,350	
Subtotal	38	94	70	18	27	6	\$8,045	\$6,350		\$14,395	
Subtotal, Conceptual Design	112	452	596	138	230	39	\$47,103	\$41,974		\$89,077	
2. Wetlands Determination/Endangered Species Determination											
a. Conduct Review of Existing Source Documents	1	0	4	0	0	0	\$162			\$162	
b. Compare Proposed Routes with Existing Source Documents	0	0	1	0	0	0	\$30			\$30	
c. Prepare Preliminary Exhibit With Potential Wetlands	0	1	0	0	2	0	\$77			\$77	
d. Review Preliminary Exhibit With City	2	0	0	0	0	0	\$82			\$82	
e. Conduct Field Investigation Walk Through	0	0	8	0	0	0	\$242			\$242	
f. Update Preliminary Exhibit	0	1	0	0	1	0	\$56			\$56	
g. Contact Regulatory Agencies	2	0	0	0	0	0	\$82			\$82	
h. Prepare Preliminary Design Subreport	3	0	0	0	0	0	\$122			\$122	
i. Endangered Species Eval./Contact Regulatory Agencies	2	0	4	0	0	0	\$203			\$203	
Subconsultant (Planning Resources)								\$10,573		\$10,573	
Subtotal	10	2	17	0	3	0	\$1,056	\$10,573		\$11,629	
3. Odor Control Elimination											
a. Sewer Lines/Force Mains											
1) Modify Hydraulic Model	2	4	0	34	0	0	\$1,035			\$1,035	
2) Conduct Computer Modeling to Predict Sulfide Buildup	2	4	63	42	0	0	\$3,135			\$3,135	
3) Conduct Odor Control Cost/Benefit Analysis	2	4	42	17	0	0	\$1,901			\$1,901	
4) Review Cost/Benefit Analysis with City Staff	4	0	4	0	0	0	\$284			\$284	
5) Prepare Preliminary Cost Design Report	4	21	21	8	25	13	\$2,432			\$2,432	
b. Lift Station(s)											
1) Conduct Odor Control Cost/Benefit Analysis	2	4	42	17	0	0	\$1,901			\$1,901	
2) Review Cost/Benefit Analysis with City Staff	4	4	4	0	0	0	\$425			\$425	
3) Prepare Preliminary Design Report	4	21	21	8	25	13	\$2,432			\$2,432	
Lab Cost								\$1,000		\$1,000	
											1/17/00

APPENDIX B
PROFESSIONAL SERVICES COST
CITY OF FAYETTEVILLE, ARKANSAS
WASTEWATER SYSTEM IMPROVEMENTS
PHASE I

WORK TASK DESCRIPTION	HOURLY RATE WORK										Total Cost Estimate (\$)
	Estimated Manhours										
	PD hr	PM hr	SE hr	CE hr	DP hr	CL/OT hr	TOTAL LABOR	Direct Cost (\$)			
Subtotal	24	62	197	126	50	26	\$13,545	\$1,000		\$14,545	
4. Conceptual Design Report											
a. Prepare Exhibits	2	8	25	8	116	6	\$3,800			\$3,800	
b. Prepare Draft Report	8	42	84	9	0	42	\$5,162			\$5,162	
c. Report Submittal	13	0	0	0	0	0	\$531			\$531	
d. Prepare Final Report	4	26	42	5	13	34	\$3,224			\$3,224	
Subconsultant (McClelland)								\$5,800		\$5,800	
Subtotal, Conceptual Design Report	27	76	151	22	129	82	\$12,717	\$5,800		\$18,517	
SUBTOTAL, PART B - CONCEPTUAL DESIGN	173	592	961	286	412	147	\$74,421	\$59,347		\$133,768	
ADDITIONAL SUBCONSULTANT COST											
a. Subconsultant (McClelland) Geotechnical Investigation ²								\$36,378			
Subtotal								\$36,378			
DIRECT COSTS											
a. Lodging/Per Diem								\$5,198			
b. Airfare								\$12,495			
c. Rental Car/fuel/mileage/tolls								\$2,646			
d. Computer Usage								\$3,150			
e. Plotting Costs								\$525			
f. Printing Costs								\$1,050			
Subtotal								\$25,064			
Total Direct Labor	581	1052	1686	997	466	409	\$151,053				
Total Direct Labor: \$151,053											
Overhead: \$271,895											
Fixed Fee \$50,754											
Total Subconsultant Costs \$139,501											
Direct Costs: \$25,064											
Total Services: \$638,267											

Total Direct Labor: \$151,053
Overhead: \$271,895
Fixed Fee \$50,754
Total Subconsultant Costs \$139,501
Direct Costs: \$25,064
Total Services: \$638,267

NOTES:
¹ Survey cost is based on 11 field crew days plus associated office support.
² Based on 25 auger borings to a maximum depth of 12 feet and 13 auger borings to a maximum depth of 40 feet. Also includes 240 feet of rock coring.

APPENDIX 'C'
LABOR RATES

ENGINEERING LABOR RATES

<u>CLASSIFICATION</u>	<u>RANGE OF HOURLY RATE</u>
Project Director	\$35.05 - \$42.07/hr
Project Manager	34.62 - 36.75/hr
Senior Engineer	24.04 - 32.00/hr
Civil Engineer	19.25 - 25.50/hr
Resident Engineer	21.10 - 24.05/hr
CADD Technician	19.48 - 23.50/hr
Office/Clerical	10.00 - 17.80/hr
Engineering Direct Labor Overhead Expenses	180%
Direct Costs	Invoice + 10% ^{1/}

^{1/} McClelland Consulting Engineering services will be at cost with no markup.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF February 1, 2000

FROM:

Marvin Hilton

Cable Administration

Administration

Name

Division

Department

ACTION REQUESTED:

Passage of an Ordinance effectively changing the name of the Fayetteville Cable Board to "Telecommunications Board."

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

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marvin Hilton 1-21-00
Accounting Manager Date

Polanda Gault 1-21-00
Internal Auditor Date

Place 1-17-00
City Attorney Date

ADA Coordinator Date

Purchasing Officer Date

STAFF RECOMMENDATION:

Marvin Hilton 1-14-2000

Division Head Date

Department Director 1-14-00

Administrative Services Director 1-24-00

Mayor 1-25-00

May Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: MAYOR HANNA

FROM: MARVIN HILTON, CABLE ADMINISTRATOR *MA 1-14-2000*

SUBJECT: CHANGING THE NAME OF THE CABLE BOARD TO
"TELECOMMUNICATIONS BOARD"

DATE: JANUARY 14, 2000

The Cable Board has decided to change their name to "Telecommunications Board" in order to more accurately reflect the reality of today's rapidly changing cable and communications climate. Many of the changes taking place are due to digital technology being used to converge television, video, computer and telephone communications systems.

During the last three or four years, the Cable Board has discussed issues such as the "Telecommunications Act of 1996," internet access, high speed modem access on the cable system, telecommunications ordinances, public-rights-of-way management, institutional networks, wireless systems, and the possibility of other cable and telecommunications providers coming to Fayetteville.

Cox Communications, our present cable operator, has plans for "one stop service" which will provide cable television, high speed cable modem internet access and telephone all on the cable line. At present Cox Communications is offering dial up internet access on phone lines. Cox is also supplying free of charge internet service for our PEG television Center's internet Access Station. Many PEG Center's across the country are beginning to, or planning to, do video streaming to the internet and this would be a logical step for our PEG center too.

Our present Cable Franchise renewal proposal to Cox Communications includes provisions for an institutional network and open access to Cox's planned high speed internet access system. Two other Telecommunications providers, Alltel Communications and Caprock Telecommunications, have recently applied for franchises to operate in Fayetteville's public-rights-of-way.

By changing to a "Telecommunications Board," "Fayetteville will be joining a trend of changing to "Telecommunications" boards by other progressive cities around the country. Some examples are:

Burnsville, MN
Van Wert, OH
St. Paul Park, MN

Richardson, TX
San Francisco, CA
Columbus, MD
Austin, TX
Columbus, IN
Newton, MA

The present Cable Board has decided this name change will help create better awareness of the important issues in both cable and telecommunications that are affecting Fayetteville. It will also better reflect the issues they have actually been discussing during the past few years. The present membership feels that the expanded scope of a "Telecommunications Advisory Board" will be able to better assist Fayetteville to take advantage of the many technological and policy changes and help create the best communication and information infrastructure possible for the City of Fayetteville.

See the attached ordinance and Cable Television Board Meeting Minutes of January 12, 2000.

CABLE TELEVISION BOARD MEETING MINUTES

Wednesday, January 12, 2000
Power House Restaurant
112 North University Avenue, Fayetteville

1. The meeting was called to order at 12:30 PM.

Cable Board members present were Chairwoman Barbara Stripling, Bruce Hawkins, Jim Bemis, and Kevin McDonald. Also present was Cable Administrator Marvin Hilton and Charlie Alison of the Morning News.

2. Jim Bemis moved that the Ordinance written by the Cable Board, to effectively change the name of the "Cable Board" to "Telecommunications Board," be approved for placing on the City Council agenda for passage.

The motion was seconded by Kevin McDonald.

The motion was discussed at length and passed by a vote of 4 to 0.

3. Meeting was adjourned.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 33, DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES, BY REPEALING §33.205 THROUGH §33.212, CABLE BOARD, OF THE CODE OF FAYETTEVILLE REPLACING IT WITH AN ORDINANCE REFINING THE SCOPE OF CABLE BOARD AND RENAMING IT AS THE FAYETTEVILLE TELECOMMUNICATIONS BOARD; ESTABLISHING THE COMPOSITION, OFFICERS, STAFFING, PROCEDURES AND DUTIES OF THE BOARD; PROVIDING FOR AN APPEAL OF CERTAIN DECISIONS TO THE CITY COUNCIL; AND REQUIRING CONSIDERATION OF FAYETTEVILLE SCHOOL SYSTEM NEEDS.

WHEREAS, Ordinance No. 3413 approved a franchise agreement with Warner Cable Communications, Inc. to provide cable TV transmission for the citizens of Fayetteville, Arkansas; and

WHEREAS, under the terms and conditions of the cable TV franchise agreement the city is given, among other responsibilities, the duty to regulate cable TV channels for public, educational and governmental access; and

WHEREAS, the use of public rights of way in the City of Fayetteville, Arkansas, includes other telecommunications services as well as cable TV services; and

WHEREAS, telecommunications services are defined here as all transmission of voice, data, video, and all other intelligence through permanent facilities in the City's rights of way; and

WHEREAS, the City Council of the City of Fayetteville, Arkansas, desire to redefine the scope of the current Cable Board to serve in an advisory capacity regarding telecommunications issues, to promote the use of public access, and to serve as a coordinating body of issues relating to the provision of different telecommunications services;

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

Section 1. That §33.205 through §33.212, "Cable Board" is hereby repealed and the following placed in its stead:

§33.205. Purpose and Intent. It is the purpose and intent of the City Council of the City of Fayetteville to redefine the scope of the current Cable TV Board to advise the Council on telecommunications issues and to coordinate and oversee telecommunications franchise systems and use of the public rights of way designated for public, educational, and governmental use in the City of Fayetteville.

§33.206. Creation and Composition. There is hereby created and established the Fayetteville Telecommunications Board, formerly known as the Fayetteville Cable Board (hereinafter "the Board"), which shall consist of seven members appointed by the City Council. Members shall be residents of the City and shall have resided therein for at least six months prior to their appointment. The term of office for members shall be two years. Vacancies in an unexpired term shall be filled by the City Council for the remainder of the term. Any person who serves two consecutive terms on the Board shall not be eligible for reappointment until one term of office has expired, unless there are an insufficient number of qualified applicants to fill all vacancies.

§33.207. Officers. The Board shall elect from its members a chairperson, who shall serve a one-year term and shall be eligible for re-election to a subsequent term or terms. Further, the Board may elect such additional officers and establish any committees as it deems necessary for the proper performance of its duties.

§33.208. Staff Support. The Mayor shall designate a City employee to assist the Board in performing its duties and carrying out its responsibilities under this ordinance.

§33.209. Procedures.

(a) the Board shall meet at least once each month and may meet more frequently if necessary to carry out its duties. Four members shall constitute a quorum.

(b) the Board shall establish rules and regulations governing its procedures.

(c) the Board's meetings and records shall be subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §§25-19-101 *et seq.*

§33.210. Duties.

(a) The Board shall advise the City Council and make recommendations on telecommunications-related issues, including but not limited to the following:

(1) Use and administration of cable TV channels designated for public, educational, and governmental access;

(2) Use and administration of telecommunications and use of public rights of way for telecommunications;

(3) Establishment and use of the City's access facility;

(4) Any reports submitted to the City by a cable TV operator, access channel user, telecommunications agency, or other entities regarding telecommunications matters;

(5) Funding for public, education, and governmental access operations;

(6) Performance of any telecommunications operator serving the city, with regard to rates, customer service, technical standards, programming, and requirements of the applicable franchise agreement; and

(7) Renewal of any franchise agreement between a telecommunications agent and the City.

(b) Further, the Board shall have the following duties and responsibilities:

(1) Oversee the administration of the City's access facility;
(2) Oversee the administration of any cable TV channels designated for public, education, or governmental access, unless the City Council enters into a contract with another entity or institution for such administration.

(3) Oversee operations of any access channel or telecommunications service administered by another entity or institution under contract with the City;

(4) To the extent permissible by law, resolve disputes concerning program content on access channels;

(5) Promote public awareness, use and viewer ship of access channel;

(6) Identify community needs and problems in the City and define innovative programming approaches to those needs and problems; and

(7) Promote public awareness of telecommunications policy issues.

(c) The Board shall have authority to promulgate such guidelines and regulations as are necessary to carry out the duties and responsibilities set forth in this section.

§33.211. Appeal. Decisions of the Board made pursuant to §33.210(b)1-7 may be appealed to the City Council within ten days of such decision by any person aggrieved thereby. All other decisions of the Board shall be final.

§33.212. School System Participation. Recognizing the desire of the Fayetteville School System to participate in access programming despite a present inability to manage an access channel, the Board shall take into consideration the needs of the Fayetteville School System, if any, in any channel it may administer or any contract it may negotiate for the administration of access channels.

PASSED AND APPROVED this ____ day of _____, 2000.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

FILED FOR RECORD
'91 JUN 13 AM 11 42

ORDINANCE NO. 3549

WASHINGTON CO AR
A. K. ELLMEYER

AN ORDINANCE CREATING THE FAYETTEVILLE CABLE Board; ESTABLISHING THE COMPOSITION, OFFICERS, STAFFING, PROCEDURES AND DUTIES OF THE Board; PROVIDING FOR AN APPEAL OF CERTAIN DECISIONS TO THE CITY BOARD OF DIRECTORS; AND REQUIRING CONSIDERATION OF FAYETTEVILLE SCHOOL SYSTEM NEEDS.

WHEREAS, Ordinance No. 3413 approved a franchise agreement with Warner Cable Communications, Inc. to provide cable TV transmission for the citizens of Fayetteville, Arkansas; and

WHEREAS, under the terms and conditions of the franchise agreement the city is given, among other responsibilities, the duty to regulate channels for public, educational and governmental access; and

WHEREAS, the Board of Directors of the City of Fayetteville, Arkansas desire to establish a board to advise them regarding issues effecting cable TV franchises, the future administration of the Fayetteville cable TV franchise, and the regulation of access channels:

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

Section 1. Purpose and Intent. It is the purpose and intent of the Board of Directors of the City of Fayetteville to establish a standing body to advise the Board on cable television issues and to coordinate and oversee use of the access channels designated for public, educational, and governmental use on any cable system serving the City of Fayetteville.

Section 2. Creation and Composition. There is hereby created and established the Fayetteville Cable Board (hereinafter "the Board"), which shall consist of five members appointed by the City Board. Members shall be residents of the City and shall have resided therein for at least six months prior to their appointment. The term of office for members shall be two years. However, two of the Board's initial members shall serve only one year, so as to provide for staggered membership terms. Upon making the initial appointments to the Board, the City Board shall conduct a drawing to determine the two members who will serve one-year terms. Vacancies in an unexpired term shall be filled by the City Board for the remainder of the term.

Any person who serves two consecutive terms on the Board shall not be eligible for reappointment until one term of office has expired, unless there are an insufficient number of qualified applicants to fill all vacancies.

Section 3. Officers. The Board shall elect from its members a chairperson, who shall serve a one-year term and shall be eligible for re-election to a subsequent term or terms. Further, the Board may elect such additional officers and establish any committees as it deems necessary for the proper performance of its duties.

Section 4. Staff Support. The City Manager shall designate a City employee to assist the Board in performing its duties and carrying out its responsibilities under this ordinance.

Section 5. Procedures.

(a) the Board shall meet at least once each month and may meet more frequently if necessary to carry out its duties. Three members shall constitute a quorum.

(b) the Board shall establish rules and regulations governing its procedures.

(c) the Board's meetings and records shall be subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §§25-19-101 et seq.

Section 6. Duties.

(a) the Board shall advise the City Board and make recommendations on cable-related issues, including but not limited to the following:

(1) Use and administration of cable channels designated for public, educational, and governmental access;

(2) Establishment and use of the City's access facility;

(3) Any reports submitted to the City by a cable operator, access channel user, or other entities regarding cable-related matters;

(4) Funding for public, education, and governmental access operations;

(5) Performance of any cable operator serving the City, with regard to rates, customer service, technical standards, programming, and requirements of the applicable franchise agreement; and

(6) Renewal of any franchise agreement between a cable operator and the City.

(b) Further, the Board shall have the following duties and responsibilities:

(1) Oversee the construction of and administer the City's access facility;

(2) Administer any cable channels designated for public, education, or governmental access, unless the City Board enters into a contract with another entity or institution for such administration;

(3) Oversee operations of any access channel administered by another entity or institution under contract with the City;

(4) To the extent permissible by law, resolve disputes concerning program content on access channels;

(5) Promote public awareness, use, and viewership of access channels; and

(c) The Board shall have authority to promulgate such guidelines and regulations as are necessary to carry out the duties and responsibilities set forth in this section.

Section 7. Appeal. Decisions of the Board made pursuant to Section 4(b)(1)-(4) may be appealed to the City Board within ten days of such decision by any person aggrieved thereby. All other decisions of the Board shall be final.

Section 8. Recognizing the desire of the Fayetteville School System to participate in access programming despite a present inability to manage an access channel, the Board shall take into consideration the needs of the Fayetteville School System, if any, in any channel it may administer or any contract it may negotiate for the administration of access channels.

Section 9. Severability. The sections, paragraphs, sentences, phrases, and clauses of this ordinance are severable, and should any section, paragraph, sentence, phrase, or clause be declared unconstitutional by the lawful decree of any court of competent jurisdiction, such unconstitutionality shall not affect any other portion of this ordinance.

PASSED AND APPROVED this 21st day of May, 1991.

APPROVED:

By: *Ted L. Vannoy*
Mayor

ATTEST:

By: *Sherry L. Thomas*
City Clerk

County of Washington

I, Daryl Messing hereby certify that I am the publisher of THE NORTHWEST ARKANSAS TIMES, a daily newspaper having a second class mailing privilege, and being not less than four pages of five columns each, published at a fixed place of business and at a fixed (daily) intervals continuously in the City of Fayetteville, County of Washington, Arkansas for more than a period of twelve months, circulated and distributed from an established place of business to subscribers and readers generally of all classes in the City and County for a definite price for each copy, or a fixed price per annum, which price was fixed at what is considered the value of the publication, based upon the news value and service value it contains, that at least fifty percent of the subscribers thereto have paid cash for their subscriptions to the newspaper or its agents or through recognized news dealers over a period of at least six months; and that the said newspaper publishes an average of more than forty percent news matter.

I further certify that the legal notice hereto attached in the matter of

Ordinance No. 3549

was published in the regular daily issue of said newspaper for _____ consecutive insertions as follows:

The first insertion on the 11th day of June 19 91
the second insertion on the _____ day of _____ 19 _____
the third insertion on the _____ day of _____ 19 _____
and the fourth insertion on the _____ day of _____ 19 _____

Sworn to and subscribed before me on this 28th day of

My Commission Expires:

9-1-91

Fees for Printing \$ 247.45

Cost of Proof _____ \$ _____

Total \$ 247.45

204-Legal Notices

204-Legal Notices

Board on cable television issues and to coordinate and oversee use of the access channels designated for public, educational, and governmental use on any cable system serving the City of Fayetteville.

Section 2. Creation and Composition. There is hereby created and established the Fayetteville Cable Board (hereinafter "the Board"), which shall consist of five members appointed by the City Board. Members shall be residents of the City and shall have resided therein for at least six months prior to their appointment. The term of office for members shall be two years. However, two of the Board's initial members shall serve only one year, so as to provide for staggered membership terms. Upon making the initial appointments to the Board, the City Board shall conduct a drawing to determine the two members who will serve one-year terms. Vacancies in an unexpired term shall be filled by the City Board for the remainder of the term.

Any person who serves two consecutive terms on the Board shall not be eligible for reappointment until one term of office has elapsed. Unless there are insufficient number of qualified applicants to fill vacancies, the Board shall not have authority to promulgate such guidelines and regulations as are necessary to carry out the duties and responsibilities set forth in this section.

Section 3. Officers. The Board shall elect from its members a chairperson who shall serve a one-year term and shall be eligible for re-election to a subsequent term or terms. Further, the Board may elect such additional officers and establish any committees as it deems necessary for the proper performance of its duties.

Section 4. Staff Support. The City Manager shall designate a City employee to assist the Board in performing its duties and carrying out its responsibilities under this ordinance.

Section 5. Procedures.

(a) the Board shall meet at least once each month and may meet more frequently if necessary to carry out its duties. Three members shall constitute a quorum.

(b) the Board shall establish rules and regulations governing its procedures.

(c) the Board's meetings and records shall be subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. § 5-2-10-101 et seq.

Section 6. Duties.

(a) the Board shall advise the City Board and make recommendations on cable-related issues, including but not limited to the following:

- (1) Use and administration of cable channels designated for public, educational, and governmental use of the city's access facilities;
- (2) Any reports submitted to the City by a cable operator, access channel user, or other entities regarding cable-related matters;
- (3) Funding for public, educational, and governmental access operations;
- (4) Performance of any cable operator serving the City, with regard to rates, customer service, technical standards, programming, and requirements of the applicable franchise agreement; and
- (5) Renewal of any franchise agreement between a cable operator and the City.

(b) Further, the Board shall have the following duties and responsibilities:

- (1) Oversee the construction of and administer the city's access facility;
- (2) Administer any cable channels designated for public, educational, or governmental access, unless the City Board enters into a contract with another entity or institution for such administration;
- (3) Oversee operations of any access channel administered by another entity or institution under contract with the City;
- (4) To the extent permissible by law, resolve disputes concerning program content on access channels;
- (5) Promote public awareness of access channels; and
- (6) the Board shall have authority to promulgate such guidelines and regulations as are necessary to carry out the duties and responsibilities set forth in this section.

ORDINANCE NO. 3413
AN ORDINANCE CREATING THE FAYETTEVILLE CABLE BOARD; ESTABLISHING THE COMPOSITION, OFFICERS, STAFFING, PROCEDURES AND DUTIES OF THE BOARD; PROVIDING FOR AN APPEAL OF CERTAIN DECISIONS TO THE CITY BOARD OF DIRECTORS; AND REQUIRING CONSIDERATION OF FAYETTEVILLE SCHOOL SYSTEM NEEDS.

WHEREAS, Ordinance No. 3413 approved a franchise agreement with Warner Cable Communications, Inc. to provide cable TV transmission for the citizens of Fayetteville, Arkansas; and

WHEREAS, under the terms and conditions of the franchise agreement the City is given, among other responsibilities, the duty to regulate channels for public, educational and governmental access; and

WHEREAS, the Board of Directors of the City of Fayetteville, Arkansas, desire to establish a board to advise them regarding issues affecting cable TV franchises, the future administration of the Fayetteville cable TV franchise, and the regulation of access channels;

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

Section 1. Purpose and Intent. It is the purpose and intent of the Board of Directors of the City of Fayetteville to establish a standing body to advise the

City Board and make recommendations on cable-related issues, including but not limited to the following:

- (1) Use and administration of cable channels designated for public, educational, and governmental use of the city's access facilities;
- (2) Any reports submitted to the City by a cable operator, access channel user, or other entities regarding cable-related matters;
- (3) Funding for public, educational, and governmental access operations;
- (4) Performance of any cable operator serving the City, with regard to rates, customer service, technical standards, programming, and requirements of the applicable franchise agreement; and
- (5) Renewal of any franchise agreement between a cable operator and the City.

(b) Further, the Board shall have the following duties and responsibilities:

- (1) Oversee the construction of and administer the city's access facility;
- (2) Administer any cable channels designated for public, educational, or governmental access, unless the City Board enters into a contract with another entity or institution for such administration;
- (3) Oversee operations of any access channel administered by another entity or institution under contract with the City;
- (4) To the extent permissible by law, resolve disputes concerning program content on access channels;
- (5) Promote public awareness of access channels; and
- (6) the Board shall have authority to promulgate such guidelines and regulations as are necessary to carry out the duties and responsibilities set forth in this section.

Section 7. Appeal. Decisions of the Board made pursuant to Section 4(b)(1)-(4) may be appealed to the City Board within ten days of such decision by any person aggrieved thereby. All other decisions of the Board shall be final.

Section 8. Recognizing the desire of the Fayetteville School System to participate in access programming despite a present inability to manage an access channel, the Board shall take into consideration the needs of the Fayetteville School System. If any, in any channel it may administer or any contract it may negotiate for the administration of access channels.

Section 9. Severability. The sections, paragraphs, sentences, phrases, and clauses of this ordinance are severable, and should any section, paragraph, sentence, phrase or clause be declared unconstitutional by the lawful decree of any court of competent jurisdiction, such unconstitutionality shall not affect any other portion of this ordinance.

PASSED AND APPROVED this 21st day of May, 1991.

APPROVED
 By: Eric S. Vansant, Mayor

ATTEST:
 By: Sherry C. Thomas, City Clerk

STATE of ARKANSAS

County of Washington

I, Daryl
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was published in the
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The first insertion
 the second insertion
 the third insertion
 and the fourth insertion

Sworn to and

June

My Commission Expires

9-1-

Fees for Printing —

Cost of Proof —

Total —

CABLE BOARD

Earl Buddy Chadick
345 East Prospect
Fayetteville, AR 72701

James M. (Butch) Cogger
2131 Ora Drive
Fayetteville, AR 72701

Hoyt H. Purvis
1588 Tanglebriar Lane
Fayetteville, AR 72701

J. Sherwood Charlton
306 N. Willow
Fayetteville, aR 72701

Don B. Deweese
742 North Sang Avenue
Fayetteville, AR 72701

RESOLUTION NO. _____

A RESOLUTION REQUIRING THE FAYETTEVILLE CITY COUNCIL AND ALL CITY BOARDS, COMMITTEES, COMMISSIONS AND DEPARTMENTS TO CONSIDER THE RECOMMENDATIONS OF THE ENVIRONMENTAL CONCERNS COMMITTEE WHEN MAKING DECISIONS THAT HAVE AN ENVIRONMENTAL IMPACT.

WHEREAS, the Environmental Concerns Committee was created by Ordinance No. 3922 on September 5, 1995; and,

WHEREAS, the purpose of the committee is to address environmental concerns, promote a safe and healthy environment, and maintain the natural beauty of the environment; and,

WHEREAS, the committee members have considerable expertise and/or interest in the environmental sciences, industry and law.

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

Section 1. That the Fayetteville City Council, and all city boards, committees, commissions and departments, including but not limited to the Planning Commission, Parks and Recreation Advisory Board, Streets Committee, and Water and Sewer Committee, shall seek and consider recommendations from the Environmental Concerns Committee before making any decisions or recommendations that could have a significant environmental impact, including but not limited to public health; water, air or soil quality; wildlife; or natural aesthetics.

PASSED AND APPROVED this _____ day of _____, 1999.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

ORDINANCE NO. 3922

AN ORDINANCE ESTABLISHING AN ENVIRONMENTAL CONCERNS COMMITTEE; PROVIDING FOR ITS COMPOSITION; AND PROVIDING FOR RULES AND REGULATIONS.

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

Section 1. The City Council hereby establishes a committee to be known as the Environmental Concerns Committee which shall meet a minimum of 6 times per year.

A. The purpose of the committee shall be as follows:

- 1.** To address environmental concerns.
- 2.** Promote a safe and healthy environment.
- 3.** Maintain the natural beauty of the environment within the City.

B. The Environmental Concerns Committee shall make recommendations to other city committees and to the City Council on matters concerning the environment.

C. The Environmental Concerns Committee shall promulgate rules and regulations necessary for the conduct of committee meetings and other business.

D. 1. Such committee membership shall be composed of the following:

- Four (4) City Council Members
- One (1) Member from local industry
- One (1) Member from a science discipline
- One (1) Member from field of Environmental Law
- Six (6) at large citizens

2. If any of the described membership categories are not filled, or shall become vacant, the Committee shall have the discretion to recommend at-large members.

E. Membership terms shall be determined by the committee members pursuant to the rules and policies of the committee.



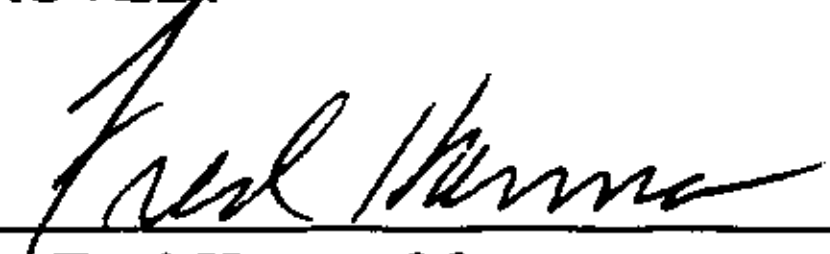
F. Appointment to the committee shall be as follows:

1. Positions on the committee reserved for Elected individuals and staff personnel shall be filled by mayoral appointment.

2. Citizen positions on the committee shall be filled through the selection process as set forth in the Rules of Order and Procedure, Fayetteville Mayor/City Council, Revised and Adopted April 18, 1995, Section H. CITIZENS COMMITTEES, and as may be revised in time.

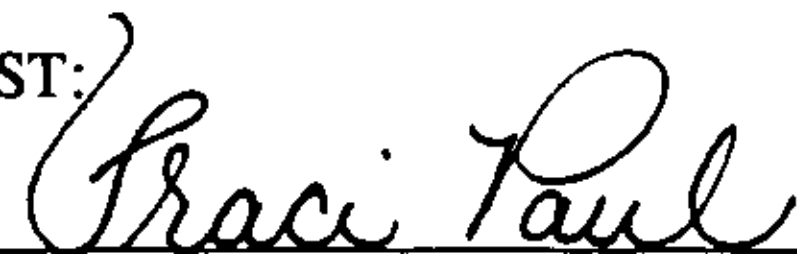
PASSED AND APPROVED this 5th day of September, 1995.

APPROVED:

By: 

Fred Hanna, Mayor

ATTEST:

By: 

Traci Paul, City Clerk

**Establishment of the
Citizens' Environmental Committee**
Approved by
the Fayetteville City Council March 23, 1993

1. General Purpose

1. A Citizens' Environmental Committee shall be established to assist the Mayor, Environmental Concerns Committee of the City Council and City Council in their efforts to deal with environmental issues. This citizens' group will make recommendations concerning current problems and develop long range plans for improving the environment of the City of Fayetteville.

2. Functions and Procedures

1. The Citizens' Environmental Committee shall examine and make recommendations pertaining to a broad range of environmental concerns, including, but not limited to: Waste Management, Waste Water Treatment, Air Pollution and Sewer Systems.
2. The Citizens' Committee shall respond to requests for advice regarding any environmental matter from the Mayor, Environmental Concerns Committee of the City Council or any member of the City Council. The Citizens' Committee response to such a request shall be reported to the Environmental Concerns Committee of the City Council.
3. Without any request by the Mayor, the Environmental Concerns Committee of the City Council or any member of the City Council, the Citizens' Committee may initiate an inquiry into some relevant environmental problem and make a recommendation regarding this selected problem to the Environmental Concerns Committee of the City Council.
4. Whether the Citizens' Committee recommendation is a response to a request for advice or the result of a group designated problem, the specific solution or general guidelines which they recommend may be modified, approved, or rejected by three-fourths of the Environmental Concerns Committee of the City Council. If dissatisfied with the decision made by the Environmental Concerns Committee, the Citizens' Committee may appeal to the Mayor and/or the City Council which shall have the authority to make the final determination regarding any modification, rejection, or approval of such a recommendation.

3. Structure and Selection

1. The membership of the Citizens' Committee shall consist of the following:
Three members with training in science who have an interest in environmental issues.
One member knowledgeable and experienced in the area of Environmental Law.
Two members now or formally engaged in business or industry which can effect the environment.
Five members with diverse occupations who will be chosen from the community at large.
2. The choice of citizens of Fayetteville who fit the aforesaid requirements shall be made by the Nominating Committee of the City Council. The selection of members of the Citizens' Committee recommended by the Selection Committee shall be subject to the approval of the Mayor and City Council.
3. The need for candidates to hold positions on the Citizens' Committee shall be advertised by means of the press, TV, and in so far as possible a direct appeal to members of community organizations.

Environmental Concerns Committee Members:

Alderman Joan DuC Chapman, Chair
Alderman Stephen Miller
Alderman Conrad Odum
Alderman Fred Vorsanger

DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 72, PARKING REGULATIONS, OF THE CODE OF FAYETTEVILLE, TO AMEND THE RATES FOR PARKING METER ZONES AND RATES FOR PARKING IN CITY PARKING GARAGES; TO REDEFINE THE TERM "PARKING METER ZONES"; AND ALLOWING THE PARKING METER ZONES TO BE DESCRIBED, ESTABLISHED AND ALTERED BY THE MAYOR OR HIS DULY AUTHORIZED REPRESENTATIVE.

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

Section 1. That Chapter 72, Parking Regulations, Section 72.57, Parking Meter Zones, Subsection (F), first paragraph, of the Code of Fayetteville, is hereby deleted and the following shall be inserted in its stead:

§72.57. Parking Meter Zones.

(F) Any vehicle parking or standing in any parking meter space within a zone established by this section may lawfully occupy such space for one hour or less by paying the same rate as established in Section 72.58 (H), Parking Lot Fees, (1) short term metered spaces.

Section 2. That Chapter 72, Parking Regulations, Section 72.58, Off-Street Parking Meter Facilities; Rates for City Garage, Subsections (H) Parking Lot Fees, and (I) Rates for Parking in City Parking Garage on Meadow Street, of the Code of Fayetteville, are hereby deleted and the following shall be inserted in its stead:

§72.58. Off-Street Parking Meter Facilities; Rates for City Garage

(H) Parking Lot Fees. The following off-street parking rates are hereby established:

- | | | |
|-----|---|--------------------|
| (1) | short-term metered spaces
(gray capped meters) | \$ 0.25 per hour |
| (2) | long-term metered spaces
(red capped meters) | \$ 0.15 per hour. |
| (3) | gated lots - per space | \$30.00 per month |
| (4) | long term parking permits (hang tags)
for use at long term meters only | \$30.00 per month. |

(I) Rates for Parking in City Parking Garages.

(1) City Parking Garage on Meadow Street:

A. First Level (covered).

Through December 31, 2000

\$35.00 per space/ per month,
or \$3.00 per visit if entry
not restricted

January 1, 2001 and after

\$45.00 per space/per month,
or \$3.00 per visit if entry not
restricted

B. Second Level (covered).

Through December 31, 2000

\$35.00 per space/per month

January 1, 2001 and after

\$45.00 per space/per month

C. Third Level (not covered).

\$30.00 per space/per month,
or \$2.00 per visit if entry not
restricted

(2) Parking garages built or purchased after January 1, 2000, including the Town Center, shall be rented at a market rate not to exceed a uniform fee of \$70.00 per month/per space.

(3) It shall be unlawful for any person to cause, allow, permit, or suffer any vehicle operated by him or registered in his name to be parked in any City parking garage without paying the parking fees prescribed above.

Section 3. That Chapter 72, Parking Regulations, Section 72.50, Definitions, Parking Meter Zones, of the Code of Fayetteville, is hereby deleted and the following shall be inserted in its stead:

§72.50 Definitions.

Parking Meter Zones. Portions of streets within which the parking of vehicles are controlled, regulated, and inspected with the aid of timing devices or meters, herein referred to as "parking meters" or "meters".

Section 4. That Chapter 72, Parking Regulations, Section 72.57, Parking Meter Zones, (A) and (B), are hereby deleted and the following shall be inserted in their stead:

(A). The mayor, or his duly authorized representative, is hereby authorized to describe, establish and alter parking meter zones.

(B). Parking meters shall be installed not more than two feet from the curb nor more than four feet from the front line of the parking space. Spaces shall be marked out as individual parking meter spaces for vehicles and kept clearly marked at all times. No parking meter authorized herein shall be so installed or a parking space so established that it will obstruct the convenient egress and ingress to any property butting on any street.

Section 5. This ordinance shall become effective April 1, 2000.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 51: WATER AND SEWERS, OF THE CODE OF FAYETTEVILLE, TO AMEND THE FEE FOR SERVICE RECONNECTION; PROVIDE FOR A MINIMUM BILLING; AND AMEND THE CHARGE FOR BROKEN LOCKS AND COUPLINGS.

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

Section 1. That Chapter 51, Water and Sewers, Section 51.140, Water Billing Procedure, Subsection (B)(3), of the Code of Fayetteville, is hereby deleted and the following shall be inserted in its stead:

§51.140 Water Billing Procedure.

(B) (3). Before service may be reestablished following disconnect or forfeiture of a service deposit, the consumer must pay the bill due the City for water service or that part of any bill due the City for water service not liquidated by the forfeited deposit. Said consumer must also make a new service deposit in accordance with §51.135 (I) and pay an additional service charge of \$35.00.

Section 2. That Chapter 51, Water and Sewers, Section 51.136, Monthly Water Rates, Subsection (A) (1), paragraph one, of the Code of Fayetteville, is hereby deleted and the following shall be inserted in its stead:

§51.136 Monthly Water Rates.

(A)(1). The water usage of each customer shall be determined each month by meter measurement and the amount per 1,000 gallons to be paid for water usage by each customer shall be computed on the basis of the following schedule of rates. The minimum billing shall be 1000 gallons per month.

Section 3. That Chapter 51, Water and Sewers, Section 51.002, Water Meters, Subsection (B)(3), of the Code of Fayetteville, is hereby deleted and the following shall be inserted in its stead:

§51.002 Water Meters.

(B)(3). If, after the City terminates water service for any reason, the customer tampers with the water meter and breaks the coupling or lock, water service shall not be reconnected until the customer pays a damage charge in the amount of \$40.00 and the reconnection charge prescribed by §51.140 (B)(2), plus a charge of \$5.00 per trip made by a water and sewer department employee to the damaged meter to repair or replace the broken coupling or lock.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk



CITY OF FAYETTEVILLE

**FINAL AGENDA
FAYETTEVILLE CITY COUNCIL**

A meeting of the Fayetteville City Council will be held on Tuesday, February 1, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes of the January 14 and January 18, 2000 City Council meetings.
2. **RECORD DESTRUCTION:** A resolution authorizing the destruction of records.
3. **ROLLFORWARDS:** A resolution approving a budget adjustment which will allow for the rollforward of all projects or items in progress which were appropriated in the 1999 Budget. The items which are approved will become part of the 2000 Budget.
4. **ALLTEL COMMUNICATIONS:** A resolution granting a temporary revocable license for the placement of buried fiber optic communication cable in the street and alley rights-of-way.
5. **BAKERY FEEDS:** A resolution approving a budget adjustment for the settlement with Bakery Feeds.
6. **SETTLEMENT EXPENSES:** A resolution to reimburse the plaintiffs in James Harp, ET AL. V. Griffin Industries, Inc., U.S. District Court, Western District of Arkansas, Case No. 99-5075 for settlement expenses in an amount not to exceed \$7,500.00.

B. OLD BUSINESS

1. **HWY 265 CONDEMNATION:** An ordinance authorizing the City Attorney to seek possession of certain lands located along Highway 265 in the City of Fayetteville by the Power of Eminent Domain, in association with the required easements for the Highway 265 Water and Sewer Relocations. Such properties are owned by Anthony De Palma, Jeane and David Randle, and Timothy and Christine Klinger. The ordinance was left on the first reading at the January 18, 2000 City Council meeting.

C. NEW BUSINESS

1. **CERTIFICATE OF PUBLIC CONVENIENCE:** A resolution approving a Certificate of Public Convenience for A Moment's Notice Express Inc.
2. **RZA 99-5.00:** An ordinance approving annexation request RZA 99-5.00 submitted by Andy Feinstein of Engineering Design Associates on behalf of Richard Doyle, Arkansas Oaks, Inc. for property located at the southeast corner of Bridgeport Drive and Mount Comfort Road. The property is in the planning growth area and contains approximately 13.39 acres. The request is to annex the subject property into the City of Fayetteville.
3. **RZ 99-35.00:** An ordinance approving RZ 99-35 submitted by Andy Feinstein of Engineering Design Associates on behalf of Richard Doyle for property located at the southeast corner of intersection of Bridgeport Drive and Mount Comfort Road. The property is zoned A-1, Agricultural and contains approximately 13.39 acres. The request is to rezone to R-1, Low Density Residential.
4. **HWY 265 WATER & SEWER RELOCATIONS:** A resolution approving a construction contract with Basic Construction for the Highway 265 water and sanitary sewer relocations phase II in the amount of \$2,107,961.00. Approval of a 10 percent contract contingency in the amount of \$210,796.10 and approval of a budget adjustment.
5. **SEWER SYSTEM IMPROVEMENTS:** A resolution approving the contract with RJN for engineering services in connection with sewer system improvements in the amount of \$638,267.00.
6. **CABLE BOARD NAME CHANGE:** An ordinance changing the name of the Fayetteville Cable Board to "Telecommunications Board."
7. **ENVIRONMENTAL CONCERNS:** A resolution requiring the Fayetteville City Council and all city board, committees, commission and departments to consider the recommendations of the Environmental Concerns Committee when making decisions that have an environmental impact.
8. **PARKING REGULATIONS:** An ordinance amending Chapter 72, Parking Regulations, of the Code of Fayetteville, to amend the rates for parking meter zones and rates for parking in the city parking garages; to define the term "Parking Meter Zones"; and allowing the parking meter zones to be described, established and altered by the Mayor or his duly authorized representative.
9. **WATER AND SEWER RECONNECT FEES:** An ordinance amending Chapter 57, Water and Sewers, of the Code of Fayetteville, to amend the fee for service reconnection; provide for a minimum billing; and amend the charge for broken locks and couplings.