FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
FAYETTEVILLE CITY COUNCIL
MARCH 7, 2000

A meeting of the Fayetteville City Council will be held on March 7, 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 February 15, 2000 City Council minutes.

2. **MANHOLE REHABILITATION:** A resolution approving a construction contract with Kim Construction, Inc. for sanitary sewer manhole rehabilitation, Illinois Basin 6-9 and 16, and White River Minisystem 9A, in the amount of $937,705, and approve a 5% contingency of $46,885.

3. **AIRPORT CIP PROJECTS:** A resolution approving a contract with McClelland Consulting Engineers, Inc. for engineering services for the Capital Improvement Program projects at the Airport for the term of one year extendable by contract amendment not to exceed three years.

4. **AIRPORT CAPITAL IMPROVEMENT:** A resolution approving Task Order #1 to the contract with McClelland Consulting Engineers, Inc. for engineering services for the CIP projects at the Airport. The amount of the Task Order #1 is not-to-exceed $71,283.00 and will cover the scope of the design and oversight of the construction of the access drive on the east side of the airport.

5. **PARK'S BUDGET ADJUSTMENT:** A resolution approving a budget adjustment in the amount of $106,121 to realign the Park's Divisions expenditures.

6. **INTERFACE COMPUTER CENTER:** A resolution certifying local government endorsement of IF World dba Interface Computer Center to participate in the Advantage Arkansas Program (Act 947 of 1993).

7. **OFF-STREET PARKING DISTRICT:** Appointment of Lamar Anderson to the Off-Street Parking Development District Number 1.

113 WEST MOUNTAIN 72701 501 521-7700
FAX 501 575-8257

B. OLD BUSINESS

1. **QUESTEC CORPORATION:** An ordinance awarding a contract to QuesTec Corporation for preparation of a business plan, waiving competitive bidding, and appropriating up to $200,000 for preparation of a business plan.

2. **PUBLIC FACILITIES BOARD:** An ordinance to expand the role of the Public Facilities Board to include recreational facilities and multi-family housing as provided by State Law.

C. NEW BUSINESS

1. **WATER/SEWER EASEMENT:** An ordinance vacating a 50 ft. wide water easement, filed in Washington County in 1973 (Book 856 at Page 720). Sewer line is not located within easement area and new easements have been acquired for the proper location of the lines.

2. **6th STREET IMPROVEMENT:** An ordinance authorizing the City Attorney to seek court ordered possession of land, permanent drainage easement area and temporary construction easement area from part of Lots 5 and 6, Block 10, Ferguson's Addition, being a part of property owned by Estate of Lonnie and Hazel Shook for the extension of 6th Street and Hwy 71B intersection improvement.

3. **SENIOR COMMUNITY CENTER:** Presentation and discussion on the construction of the Senior Center.

4. **CHILDREN'S HOUSE/SAGE HOUSE:** Discussion on a potential land lease for the construction of Children's House.

5. **BOTANICAL GARDEN:** An ordinance approving an agreement for professional services with Portoco Group for the feasibility study of the Botanical Garden Society of the Ozarks, Inc. as part of the matching grant program award from the Arkansas Department of Parks and Tourism. The contract amount is $21,895.40. A bid waiver is requested. Approval of a budget adjustment recognizing the grant funding and city match is also requested.

6. **RZ 99-34:** An ordinance approving rezoning request RZ 99-34 submitted by Daniel Broyles on behalf of Robert Norman, Kyle Pendergraft, and Rick Barnes for property located at 1633 E. Zion Road. The property is zoned A-1, Agricultural and contains approximately 0.76 acres. The request is to rezone the property to R-2, Medium Density Residential.

7. **RZ 00-2:** An ordinance approving rezoning request RZ 00-2 submitted by Bill Keating of Keating Enterprises Inc. for property located at Lots 1 and 2 Sunbridge East. The property is zoned R-O, Residential Office and contains approximately 2.89 acres. The request is to rezone to C-1, Neighborhood Commercial.

8. **RZA 00-1:** An ordinance approving annexation request RZA 00-1.00 submitted by Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is in the planning growth area and contains approximately 15 acres. The request is to annex subject property into the City of Fayetteville.

9. **RZ 00-3:** An ordinance approving rezoning request RZ 00-3 submitted by Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is zoned A-1, Agricultural and contains approximately 15 acres. The request is to rezone to R-1, Low Density Residential.

10. **RZ 00-8:** An ordinance approving rezoning request RZ 00-8 submitted by R. Read Hudson on behalf of Tyson Foods for property located at 2647 S. School Ave. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 53.38 acres. The request is to rezone to I-2, General Industrial.

11. **RZ 00-9:** An ordinance approving rezoning request RZ 00-9 submitted by Charles Venable on behalf of the City of Fayetteville for property located at the southwest corner of Razorback Road and Cato Springs. The property is zoned R-2, Medium Density Residential and contains approximately 19.47 acres. The request is to rezone to I-1, Heavy Commercial/Light Industrial.

12. **LAKE HILLS CHURCH:** An appeal of a Planning Commission decision on rezoning request RZ 00-4 for property located on Hwy 265, south of Williams Dance Studio. The property is zoned A-1, Agricultural and contains approximately 3.58 acres. The request is to rezone to P-1, Institutional.

FAYETTEVILLE

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24-00 2. √**MANHOLE REHABILITATION:** A resolution approving a construction contract with Kim Construction, Inc. for sanitary sewer manhole rehabilitation, Illinois Basin 6-9 and 16, and White River Minisystem 9A, in the amount of $937,705, and approve a 5% contingency of $46,885.

25-00 3. √**AIRPORT CIP PROJECTS:** A resolution approving a contract with McClelland Consulting Engineers, Inc. for engineering services for the Capital Improvement Program projects at the Airport for the term of one year extendable by contract amendment not to exceed three years.

26-00 4. √**AIRPORT CAPITAL IMPROVEMENT:** A resolution approving Task Order #1 to the contract with McClelland Consulting Engineers, Inc. for engineering services for the CIP projects at the Airport. The amount of the Task Order #1 is not-to-exceed $71,283.00 and will cover the scope of the design and oversight of the construction of the access drive on the east side of the airport.

27-00 5. √**PARK'S BUDGET ADJUSTMENT:** A resolution approving a budget adjustment in the amount of $106,121 to realign the Park's Divisions expenditures.

28-00 6. √**INTERFACE COMPUTER CENTER:** A resolution certifying local government endorsement of IF World dba Interface Computer Center to participate in the Advantage Arkansas Program (Act 947 of 1993).

29-00 7. √**OFF-STREET PARKING DISTRICT:** Appointment of Lamar Anderson to the Off-Street Parking Development District Number 1.

113 WEST MOUNTAIN 72701 501 521-7700
FAX 501 575-8257

B. OLD BUSINESS

FAILED

1. √ **QUESTEC CORPORATION:** An ordinance awarding a contract to QuesTec Corporation for preparation of a business plan, waiving competitive bidding, and appropriating up to $200,000 for preparation of a business plan.

4227 PASS

2. √ **PUBLIC FACILITIES BOARD:** An ordinance to expand the role of the Public Facilities Board to include recreational facilities and multi-family housing as provided by State Law.

C. NEW BUSINESS

4228 PASS

1. √√√ **WATER/SEWER EASEMENT:** An ordinance vacating a 50 ft. wide water easement, filed in Washington County in 1973 (Book 856 at Page 720). Sewer line is not located within easement area and new easements have been acquired for the proper location of the lines.

4229 PASS

2. √√√ **6th STREET IMPROVEMENT:** An ordinance authorizing the City Attorney to seek court ordered possession of land, permanent drainage easement area and temporary construction easement area from part of Lots 5 and 6, Block 10, Ferguson's Addition, being a part of property owned by Estate of Lonnie and Hazel Shook for the extension of 6th Street and Hwy 71B intersection improvement.

ORD FOR NEXT MEETING

3. **SENIOR COMMUNITY CENTER:** Presentation and discussion on the construction of the Senior Center.

Removed

4. **CHILDREN'S HOUSE/SAGE HOUSE:** Discussion on a potential land lease for the construction of Children's House.

4230 PASS

5. √√√ **BOTANICAL GARDEN:** An ordinance approving an agreement for professional services with Portoco Group for the feasibility study of the Botanical Garden Society of the Ozarks, Inc. as part of the matching grant program award from the Arkansas Department of Parks and Tourism. The contract amount is $21,895.40. A bid waiver is requested. Approval of a budget adjustment recognizing the grant funding and city match is also requested.

PASSED AS AMEND 4231

6. **RZ 99-34:** An ordinance approving rezoning request RZ 99-34 submitted by Daniel Broyles on behalf of Robert Norman, Kyle Pendergraft, and Rick Barnes for property located at 1633 E. Zion Road. The property is zoned A-1, Agricultural and contains approximately 0.76 acres. The request is to rezone the property to ~~R-2~~ R-1, Medium Density Residential.

4232 PASS

7. **RZ 00-2:** An ordinance approving rezoning request RZ 00-2 submitted by Bill Keating of Keating Enterprises Inc. for property located at Lots 1 and 2 Sunbridge East. The property is zoned R-O, Residential Office and contains approximately 2.89 acres. The request is to rezone to C-1, Neighborhood Commercial.

left on 2nd

8. **RZA 00-1:** An ordinance approving annexation request RZA 00-1.00 submitted by Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is in the planning growth area and contains approximately 15 acres. The request is to annex subject property into the City of Fayetteville.

left on 2nd

9. **RZ 00-3:** An ordinance approving rezoning request RZ 00-3 submitted by Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is zoned A-1, Agricultural and contains approximately 15 acres. The request is to rezone to R-1, Low Density Residential.

4233 PASS

10. **RZ 00-8:** An ordinance approving rezoning request RZ 00-8 submitted by R. Read Hudson on behalf of Tyson Foods for property located at 2647 S. School Ave. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 53.38 acres. The request is to rezone to I-2, General Industrial.

4234 PASS

11. **RZ 00-9:** An ordinance approving rezoning request RZ 00-9 submitted by Charles Venable on behalf of the City of Fayetteville for property located at the southwest corner of Razorback Road and Cato Springs. The property is zoned R-2, Medium Density Residential and contains approximately 19.47 acres. The request is to rezone to I-1, Heavy Commercial/Light Industrial.

Postponed MARCH 21

12. **LAKE HILLS CHURCH:** An appeal of a Planning Commission decision on rezoning request RZ 00-4 for property located on Hwy 265, south of Williams Dance Studio. The property is zoned A-1, Agricultural and contains approximately 3.58 acres. The request is to rezone to P-1, Institutional.

CHECKLIST FOR CITY COUNCIL MEETING: ___/___/2000

AGENDA DUE:	Draft	Tentative	Agenda Session	Final
DATE:	2/22/00	2/25/00	2/29/00.	3/3/00

DISTRIBUTION:	T	A	F	*Staff:*	T	A	F
Bob Reynolds	✓	✓	✓	Mayor Hanna	✓	✓	✓
Ron Austin	✓	✓	✓	John Maguire	✓	✓	✓
Cyrus Young	✓	✓	✓	Nancy Hendricks	✓		✓
Kyle Russell	✓	✓	✓	Charles Venable	✓	✓	✓
Trent Trumbo	✓	✓	✓	Don Bunn	✓	✓	✓
Bob Davis	✓	✓	✓	Marilyn Cramer	✓		✓
Kevin Santos	✓	✓	✓	Steve Davis	✓		✓
Heather Daniel	✓	✓	✓	Yolanda Fields	✓		✓
				Jerry Rose	✓	✓	✓
Northwest AR Times	✓	✓	✓	Tim Conklin	✓	✓	✓
Morning News	✓	✓	✓	Alett Little	✓		✓
AR Democrat-Gazette	✓	✓	✓				

- ☐ **Draft Agenda**
  - ☑ Check for Additional Items
  - ☐ Mail Notification Letters to Applicants / Property Owners

- ☐ **Tentative Agenda**
  - ☐ Include all contracts
  - ☐ Include budget adjustments
  - ☐ All signatures on Staff Review Form
  - ☐ Page numbers correct
  - ☑ 24 copies of agenda packet distributed to Distribution
  - ☑ 34 copies of agenda cover distributed to general staff
  - ☑ 10 copies of agenda cover placed in City Clerk's office agenda cubbybox
  - ☐ Put minutes cover (items approved) on front of agenda

Continued: CHECKLIST FOR CITY COUNCIL MEETING: ___/___/2000

- ☐ **Agenda Session**
  - ☐ Attendance
  - ☐ Additional Information
  - ☐ New Information
  - ☐ Requested Information
  - ☐ Distribute Agenda Session packet to anyone absent
  - ☐ Make sure Lana / Marilyn have their copies

- ☐ **Final Agenda**
  - ☐ Additional Information
  - ☑ Minutes
  - ☑ All signatures on Staff Review Form and executed contracts (other side)
  - ☑ Include all contracts
  - ☑ Include budget adjustments
  - ☑ 24 copies of agenda packet distributed to Distribution
  - ☑ 34 copies of agenda cover distributed to general staff
  - ☑ 15 copies of agenda cover placed in City Council entry box
  - ☑ Advertisement
    - ☑ Display ad faxed to NWAT, Friday, 11:00 a.m.
    - ☑ Fax proof checked / returned to NWAT by Friday afternoon
    - ☑ Cut out Final Agenda from Monday newspaper
  - ☑ Internet disk: approved minutes, agenda, public meetings to Kevin Springer

- ☐ **City Council**
  - ☑ Roll tally
  - ☑ Assemble and bring full agenda
  - ☑ Resolutions / Ordinances:
    - ☑ Resolutions / Ordinances assembled and signed
    - ☐ Update Resolutions / Ordinances Book
    - ☐ Attach correspondence / conversations to Resolutions / Ordinances
    - ☑ Resolutions / Ordinances indexed and microfilmed
    - ☐ Publish ordinances
    - ☑ File ordinances at Washington County Courthouse
    - ☑ Distribute originals and copies with cover letters
    - ☐ Send ordinances for codification
  - ☐ Thank you letters to speakers
  - ☐ Send notification letters to applicants
  - ☐ Index City Council minutes
  - ☐ Distribute City Council minutes
    - ☐ Planning
    - ☐ Marilyn Cramer
    - ☐ Arthur Andersen
    - ☐ Public Library

City Council
3/7/00

	Roll.				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
MAYOR HANNA					
	BD HP. CONSENT.				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
MAYOR HANNA					
	8-0-0.				
	Ques/Sec. 317 CY amend ex A-1 RA. OPD PASS.				
TRUMBO	✓	N			
DANIEL	✓	N			
SANTOS	✓	N			
YOUNG	✓	N			
RUSSELL	✓	N			
REYNOLDS	✓	N			
AUSTIN	✓	N			
DAVIS	✓	N.			
MAYOR HANNA					
	8-0-0.	8-8-0. FAILED			

	CH amend KR in PUBLIC FAC. BOARD.				
TRUMBO	✓	✓			
DANIEL	✓	✓			
SANTOS	✓	✓			
YOUNG	✓	✓			
RUSSELL	✓	✓			
REYNOLDS	✓	✓			
AUSTIN	✓	✓			
DAVIS	✓	✓			
MAYOR HANNA					
	8-0-0. w/Slasenut.	8-0. 2ND # BD. 3RD # BD.	PASS		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
MAYOR HANNA					
	8-0. 6th BD HD S. MOTION.	8-0-0. 2ND 3RD RA BD.	8-0- PASS		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
MAYOR HANNA					
	8-0.	8-0.	8-0.		

	Senior Center.				
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
REYNOLDS					
AUSTIN					
DAVIS					
MAYOR HANNA					
	KS 2ND. 8D Botanical	BD 3RD. RA	PASS		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
MAYOR HANNA					
	8-0. KS amend to RZ 99-31 RA	8-0. 2ND. KS BD?	8-0-0. KS 3RD H.		
TRUMBO	✓	✓	✓	✓	
DANIEL	✓	✓	✓	✓	
SANTOS	✓	✓	✓	✓	
YOUNG	✓	✓	✓	✓	
RUSSELL	✓	✓	✓	✓	
REYNOLDS	N	N	N	N	
AUSTIN	✓	✓	✓	✓	
DAVIS	✓	✓	✓		
MAYOR HANNA					
	7-1-0.	7-1-0.	7-1-	7-1	

	?? 1st BD RZ00-2.	3RD BD KS.	PASS		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
MAYOR HANNA					
	8-0. KS 2ND RA RZA-00-1	8-0	8-0.		
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓	left on 2ND			
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
MAYOR HANNA					
	8-0. RA 2ND KS RZ00-3.				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
MAYOR HANNA					
	8-0.				

	KS RR RZ 00-8. 2ND	KS RR. 3RD.	PASS		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
MAYOR HANNA					
	8-0.	8-0.	8-0.		

	KS KR RZ 00-9.	KS HD	PASS.		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
MAYOR HANNA					
	8-0.	8-0.	8-0.		

TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
REYNOLDS					
AUSTIN					
DAVIS					
MAYOR HANNA					

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
FAYETTEVILLE CITY COUNCIL
MARCH 7, 2000

A meeting of the Fayetteville City Council will be held on March 7, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

- **LIBRARY PRESENTATION** (Presentation at Agenda Session Only)

A. CONSENT AGENDA

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5. ✓ **PARK'S BUDGET ADJUSTMENT:** A resolution approving a budget adjustment in the amount of $106,121 to realign the Park's Divisions expenditures.

B. OLD BUSINESS

No Old Business

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FAX 501 575-8257

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3. **SENIOR COMMUNITY CENTER:** PRESENTATION & Discussion on the construction of the Senior Center. (MILLAGE ??)

4. **CHILDREN'S HOUSE/SAGE HOUSE:** Discussion on a potential land lease for the construction of Children's House. NEED INFO. (MAPS) for final agenda.

5. **BOTANICAL GARDEN:** An ordinance approving an agreement for professional services with Portoco Group for the feasibility study of the Botanical Garden Society of the Ozarks, Inc. as part of the matching grant program award from the Arkansas Department of Parks and Tourism. The contract amount is $21,895.40. A bid waiver is requested. Approval of a budget adjustment recognizing the grant funding and city match is also requested.

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8. **RZA 00-1:** An ordinance approving annexation request RZA 00-1.00 submitted by Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is in the planning growth area and contains approximately 15 acres. The request is to annex subject property into the City of Fayetteville.

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To: Fayetteville City Council

Re: Appeal of Planning Commission Action of February 14, 2000.

Property owner: Lake Hills Church 444-7797

Contact Person: Dr. Jon H Allen, Pastor 634-3434

1. We were offered a 3.5 acre parcel of property before it was on the open market. We were concerned about building on the property which was only 180' wide, so we approached Alette Little. She looked at our plans and said, "I don't see a problem." Based on her "unofficial" review, we purchased the property.

3. We secured the services of the Benham Group for design, engineering, and architectural work.

4. Before we could submit plans to the planning department, Alette Little left for another position. We worked with the new planning staff, and on April 26, 1999, submitted our plans to the Planning Commission for a rezoning to R-0 and a conditional use permit to build a church facility based on that R-0. Our request met all the required findings and, like Alette Little before, the planning staff recommended approval of our plans.

a. We requested R-0 because we wanted to make multiple use of the parcel by including three rental offices in a wing of our church building. We had master planned the maximum size for a building that could fit on this property and still have adequate space for parking, driveways, green space, etc. However, such a building would be larger than our current needs. By including offices we would be able to receive rental income until our congregation grew to the point that we needed to use the office space for our own needs. All this had been explained to Alette Little and the subsequent planning staff in the above mentioned conversations.

b. This property is joined on the north side by the Williams Center which is zoned R-1. A church facility would serve as an appropriate buffer between the Williams Center and the property to the south which, according to the owner, will be developed in the future.

5. The minutes of the April 26, 1999, Planning Commission meeting will indicate that they spent considerable time reviewing our request and considering options including rezoning only the front half of the property. Finally, assuming a negative vote, they recommended that we withdraw our request to avoid a year wait for another rezoning request and that we work with planning staff and return with a rezoning request that would be appropriate for the church plans.

6. At that April 26 meeting, the Planning Commission granted us a conditional use permit to build on the present A-1 zoning if we so chose.

That conditional use permit was inadequate since our original design called for a 10,400 square foot building based on the ten foot setbacks of the requested R-1 zoning. The present zoning A-1 requires 20 foot setbacks. The property is 180' wide. Denial of the rezoning request had the

effect of reducing the north-south footprint of our building by approximately 20%. Thus, we would have had to increase the size of the building by approximately 20% on its east-west axis. This is an impossible size to build unless the side of the hill is excavated, much like the Williams Center. This would leave a huge "ugly" scar on the hill and the removal of much of the natural habitat including many very large, very old trees. Or, the building could be relocated on top of the hill, a flatter area, making it further from Crossover and requiring removal of much of the woodland habitat.

7. We spent considerable time and money on more engineering and architectural studies, including aerial photography, and in cooperation with the planning staff, we submitted a new request for the parcel to be rezoned P-1. Our request met all the required findings and the planning staff recommended approval of the rezoning request.

Benefit: Rezoning to P-1 (with ten foot setbacks) would allow us to build close to Crossover rather than on top of the hill, and we would not have to do the enormous excavations. Rezoning to P-1 (with ten foot setbacks) would allow us preserve the natural beauty of much of the woodlands.

8. The Planning Commission denied our P-1 request. They seemed concerned that they would lose control of the property by removing the present A-1 zoning. Despite the facts of the unique character of this parcel, and despite the fact that we had done, at considerable expense, what they had asked us to do (outlined in 5 above), they felt that since we already had received a conditional use permit, they denied our P-1 request.

9. We are basing our appeal to the City Council on the basis of the above and that

a. P-1 is the appropriate zoning for a church according to the zoning code. (In fact, a quick review of the zoning map shows that most churches in Fayetteville are on P-1 zoned property. Although some churches have been built on A-1 with a conditional use permit, we could find no occasion when a church was denied a P-1 request and required to retain an A-1 zoning.)

b. A-1 is designed to "protect" agricultural land until such time as "an orderly transition to urban development has been accomplished." Since this parcel will not be used for agricultural purposes it does not need such protection. Should not A-1 zoning be used to safe guard truly agricultural land rather than as a means to control nonagricultural usage?

10. We are aware that we are required to submit our plans as a Large Scale Development. This should satisfy anyone's concerns that the city will somehow lose control of the property.

11. Two of the owners of adjourning land have expressed their concerns that if this property is rezoned P-1 (or R-1) we might suddenly decide to build a detention home, golf course, zoo, or some such thing. Of course, the large scale development review should preclude any of these concerns. Although we realize that we should not be required to do this, we will gladly make appropriate performance guarantees with the city that we will, in fact, use this property to build our church facility.

B. Nonconforming Use/Structure. No nonconforming structure or use shall be renewed, changed, or extended until a certificate of zoning compliance shall have been issued by the City Planner. The certificate of zoning compliance shall state specifically wherein the nonconforming use differs from the provisions of this chapter. The City Planner shall maintain a record of all certificates of zoning compliance, and a copy shall be furnished upon request to any person.

(Code 1991, §160.192; Code 1965, App. A, Art. 9(3); Ord. No. 1747, 6-29-70)

C. Authorized Construction/Use. Certificates of zoning compliance issued on the basis of plans and applications approved by the City Planner authorize only the use, arrangements, and construction set forth in such approved plans and applications, and no other use, arrangement, or construction.

(Code 1991, §160.194; Code 1965, App. A, Art. 9(5); Ord. No. 1747, 6-19-70)

Cross Reference: Enforcement, Chapter 153.

§161.03 DISTRICT A-1 AGRICULTURAL.

A. Purposes. The regulations of the Agricultural District are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; prevent unsightly development, increase scenic attractiveness; and conserve open space.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 3	Public Protection and Utility Facilities
Unit 6	Agriculture
Unit 7	Animal Husbandry
Unit 8	Single-Family and Two-Family Dwellings

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 4	Cultural and Recreational Facilities
Unit 20	Commercial Recreation; Large Sites

C. Bulk and Area Regulations.

Lot Width Minimum	200 ft.
Lot Area Minimum: Residential Nonresidential	 2 acre 2 acre
Lot Area Per Dwelling Unit	2 acre

D. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
35	20	35

E. Height Requirements. There shall be no maximum height limits in the A-1 District, provided, however, that any building

STAFF REVIEW FORM

_X_ Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of March 7, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 00-2.00 submitted by Bill Keating of Keating Enterprises Inc. for property located at lots 1 & 2 Sunbridge East. The property is zoned R-O, Residential Office and contains approximately 2.89 acres. The request is to rezone to C-1, Neighborhood Commercial.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator | Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**_____

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

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

Division Head	2-18-00 Date	**Cross Reference**
Department Director	Date	New Item: **Yes** **No**
Administrative Services Director	Date	Prev Ord/Res#:_____
Mayor	Date	Orig Contract Date: _____

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY		***FEE:***	***$325.00***
Date Application Submitted:	1/19/00		
Date Accepted as Complete:	1/19/00	*S-T-R:*	35-17-30
Case / Appeal Number:	R200-02.00	*PP#:*	290
Public Hearing Date:		*Zone:*	R-O

Please fill out this form completely, supplying all necessary information and documentation to support your request. ***Your application will not be placed on the Planning Commission agenda until this information is furnished.***

Application:

Indicate one contact person for this request: X **Applicant** X **Representative**

Applicant (person making request):

Name- BILL KEATING

Address - 135 W. SONBRIDGE
SUITE 8
FAY AR 72703

Phone -
( ) 442-4762
( ) 587-4265 (BEEPER)

Fax -
( ) 443-4752

Representative (engineer, surveyor, realtor, etc.):

Name-

Address -

Phone -
( )
( )

Fax -
( )

Site Address / Location: LOTS 1 & 2 EAST SONBRIDGE

Current Zoning District: R-O

Requested Zoning District: C-1

Assessor's Parcel Number(s) for subject property: 765- NOT AVAILABLE

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

THE KEATING BOYS

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge

and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): BILL KEATING Date: 1/19/00

Signature:

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Owners (attach additional info if necessary):

Name (printed): BILL KEATING

Signature:

Date: 1/19/00

Address - 135 W. SUNBRIDGE #8

Phone - ( ) 442-4762

Name (printed):

Signature:

Date:

Address -

Phone - ( )

Checklist:

Attach the following items to this application:

✓ 1. Payment in full of applicable fees for processing the application ($325.00).

✓ 2. A copy of the deed or survey of the property to be rezoned. A survey may be required if the property description can't accurately be platted or if it is described by referring to other deeds.

✓ 3. **Two sets** of typed, mailing labels listing the name and address of each adjacent property owner. May be found at the county assessor's office.

✓ 4. A copy of the plat on record in the county assessor's office. The owner's name and the parcel number for every adjacent property shall be shown on this plat (map).

O 5. A written description of this request addressing the following items:

a. Current ownership information and any proposed or pending property sales.

b. Reason (need) for requesting the zoning change.

c. Statement of how the property will relate to surrounding properties in terms of land use, traffic, appearance, and signage.

d. Availability of water and sewer (state size of lines). This information is available from the City Engineering Division.

* WILL REVISE LETTER

STAFF REVIEW FORM

_X_ Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of March 7, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZA 00-1.00 submitted by Andy Feinstien of Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is in the planning growth area and contains approximately 15 acres. The request is to annex 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

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 unanimously voted 8-0-0 to recommend and forward the rezoning to the City Council.

Division Head	2-18-00 Date	**Cross Reference**
Department Director	Date	New Item: **Yes** **No**
Administrative Services Director	Date	Prev Ord/Res#:_____
Mayor	Date	Orig Contract Date: _____

RONALD W. CURRY
2442 JIMMIE AVE
FAY AR 72703

RONALD W CURRY
2442 JIMMIE AVE
FAY AR 72703

MAY B. NETTLESHIP
191 SUNBRIDGE DR.
FAY AR 72703

MAY B. NETTLESHIP
191 SUNBRIDGE
FAY AR 72703

~~UOFA FOUNDATION~~
~~C/O DAVID MALONE~~

U OF A C/O DAVID MALONE
405 ADMINISTRATION
FAY AR. 72701

UOFA C/O DAVID MALONE
405 ADMINISTRATION
FAY AR 72701

OZARK LAND DEVELOPMENT
2605 VILLA BLVD
FAY AR 72701

OZARK LAND DEVELOPMENT
2605 VILLA BLVD
FAY AR 72701

JOHN ELLIS
2306 HUGH MOUNT ROAD
FAYETTEVILLE, AR 72703

CAROL STEPHENS
4270 MT. COMFORT ROAD
FAYETTEVILLE, AR 72704

BRADFORT WHITE
4012 MT COMFORT RD.
FAYETTEVILLE, AR 72704

BERNEDA KING
P.O. BOX 4373
FAYETTEVILLE, AR 72702

CRAIG & CONNIE EDMONSTON
1955 N. RUPPLE ROAD
FAYETTEVILLE, AR 72704

PAUL & MARTHA WESTBERG
1719 RUPPLE ROAD
FAYETTEVILLE, AR 72704

BETH GITLEN
1938 N. HIGH AVE.
FAYETTEVILLE, AR 72704

HARLAN & PAM HENSON
23273 WINFREY VALLEY ROAD
WINSLOW, AR 72959

ARKANSAS OAKS, INC.
2100 FREEDOM PLACE
FAYETTEVILLE, AR 72704

JOHN ELLIS
2306 HUGH MOUNT ROAD
FAYETTEVILLE, AR 72703

CAROL STEPHENS
4270 MT. COMFORT ROAD
FAYETTEVILLE, AR 72704

BRADFORT WHITE
4012 MT COMFORT RD.
FAYETTEVILLE, AR 72704

BERNEDA KING
P.O. BOX 4373
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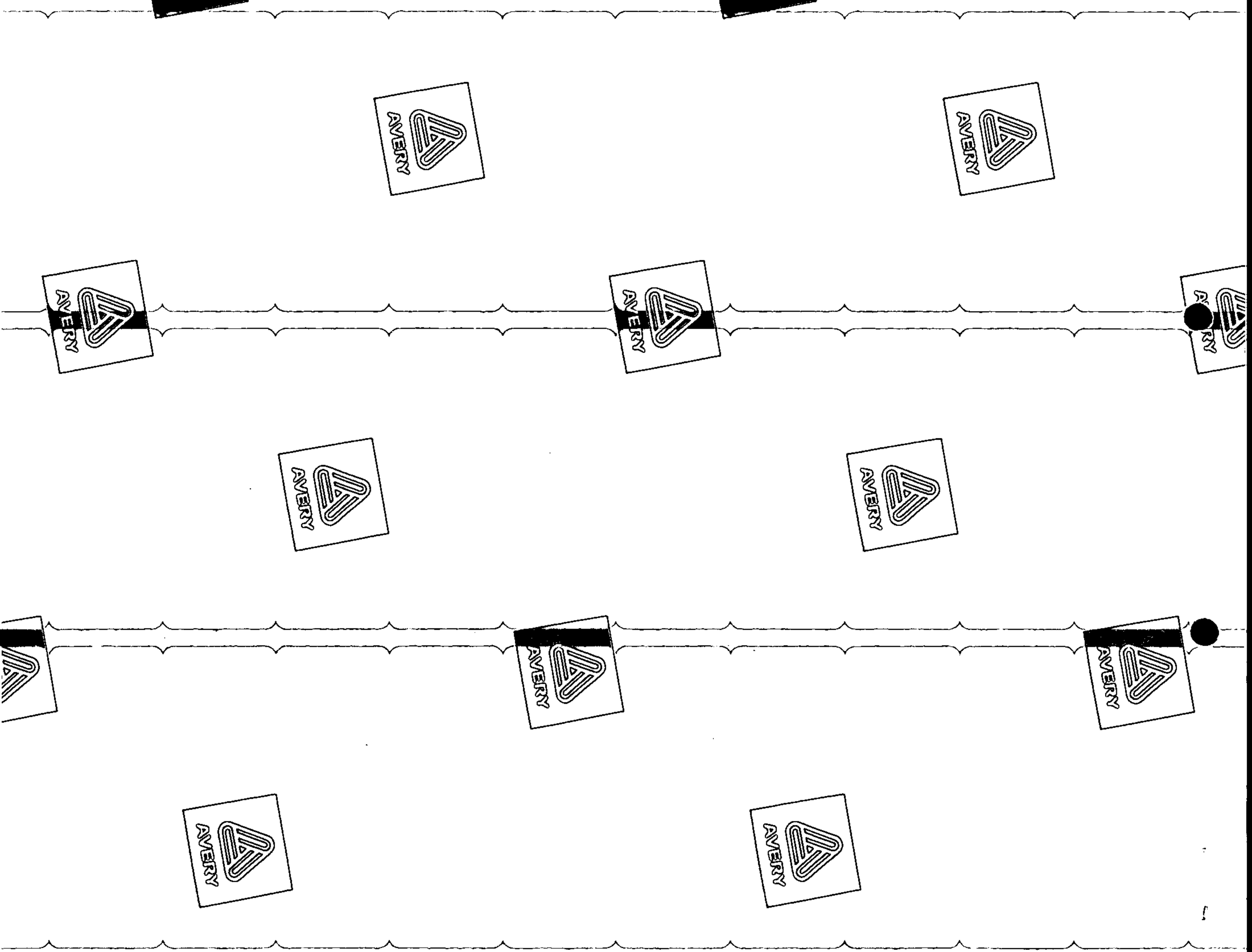
2100 FREEDOM PLACE
FAYETTEVILLE, AR 72704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CITY OF FAYETTEVILLE, ARKANSAS

ANNEXATION

FOR STAFF USE ONLY		***FEE:***	***$325.00***
Date Application Submitted:	01/21/00		
Date Accepted as Complete:	01/21/00 JZ	*S-T-R:*	1·16·31
Case / Appeal Number:	RZA00.1	*PP#:*	361
Public Hearing Date:	2/14/00	*Zone:*	A·1

Please fill out this form completely, supplying all necessary information and documentation to support your request. ***Your application will not be placed on the Planning Commission agenda until this information is furnished.***

Application:

Indicate one contact person for this request: _____ **Applicant** X **Representative**

Applicant (person making request):

Name- Terry Butcher RICHARD DOYLE V.P. & G.M.
ARKANSAS OAKS, INC.

Address - 3481 Deane Solomon 2100 FREEDOM PLACE
FAYETTEVILLE, ARKANSAS 72704

Phone - 587 - 9494 (H)
(501) 973-0020
( )

Fax -
( )

Representative (engineer, surveyor, realtor, etc.):

Name- Andy Feinstein ENGINEERING DESIGN ASSOCIATES, P.A.

Address - 134 WEST EMMA AVENUE
SPRINGDALE, AR 72764

Phone -
(501) 756-1866
( )

Fax -
(501) 756-2129

Site Address / Location: 660' East of intersection of Bridgeport Drive and Mt. Comfort Rd.

Assessor's Parcel Number(s) for subject property: 11400

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:
RICHARD DOYLE, ARKANSAS OAKS, INC.

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am

applying for, or might set conditions on approval.

Name (printed): Andy Feinstein Date:

Signature: Andy Feinstein

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Owners (attach additional info if necessary):

Name (printed): Richard Doyle

Signature:

Date: 12/1/99

Address - 2100 Freedom Place
Fayetteville, AR 72704

Phone - (501) 973-0020

Name (printed):

Signature

Date:

Address -

Phone - ( )

Checklist:

Attach the following items to this application:

✓ 1. Payment in full of applicable fees for processing the application ($325.00).

✓ 2. A copy of the deed or survey of the property to be annexed. A survey may be required if the property description can't accurately be platted or if it is described by referring to other deeds.

✓ 3. Two sets of typed, mailing labels listing the name and address of each adjacent property owner. May be found at the county assessor's office.

✓ 4. A copy of the plat on record in the county assessor's office. The owner's name and the parcel number for every adjacent property shall be shown on this plat (map).

✓ 5. Copy of "Order of Annexation", signed by the county judge and file marked (by the circuit clerk) from Washington County.

*Note: When property is annexed into the City limits, it is automatically assigned the zoning district of A-1, Agriculture. If a different zoning designation is desired, rezoning must be requested. Applications for rezoning requests are available in the Planning Office.

STAFF REVIEW FORM

_X_ Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of March 7, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 99-34.00 submitted by Daniel Broyles on behalf of Robert Norman, Kyle Pendergraft, and Rick Barnes for property located at 1633 E. Zion Road. The property is zoned A-1, Agricultural and contains approximately 0.76 acres. The request is to rezone the property to R-2, Medium Density Residential.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**_____

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and Planning Commission unanimously voted 7-0-1 to recommend and forward the rezoning to the City Council. Commissioner Ward abstained.

	2-18-00	**Cross Reference**
Division Head	Date	
Department Director	Date	New Item: **Yes** **No**
Administrative Services Director	Date	Prev Ord/Res#:_____
Mayor	Date	Orig Contract Date: _____

REZONING

575-8263
Janette

FOR STAFF USE ONLY		***FEE:***	***$325.00***
Date Application Submitted:	12-17-99		
Date Accepted as Complete:		*S-T-R:*	24-17-30
Case / Appeal Number:	RZ 99-34	*PP#:*	136
Public Hearing Date:	1-10-00	*Zone:*	A-1 .083

Please fill out this form completely, supplying all necessary information and documentation to support your request. ***Your application will not be placed on the Planning Commission agenda until this information is furnished.***

Application:

Indicate one contact person for this request: _____ **Applicant** XX **Representative**

Applicant (person making request):

Name- Robert Norman, Kyle Pendergraft, & Rick Barnes

Address - 3155 N. College Ave.
Fayetteville, AR 72703

Phone -
(501) 444-8611
( )

Fax -
( )

Representative (engineer, surveyor, realtor, etc.):

Name- Daniel R. Broyles
(Realtor)

Address - 3155 N. College Ave.
Fayetteville, AR 72703

Phone -
(501) 444-8611 / Cell 841-3554
( )

Fax -
(501) 571-1209

Site Address / Location:
1633 ZION ROAD, FAYETTEVILLE, AR 72703 ~~(parcel # 765-15659-000 ptNW SW .85ac~~ 24-17-30

Current Zoning District: A-1

Requested Zoning District: ~~R-0~~ R-2 *

Assessor's Parcel Number(s) for subject property: 765-15659-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

Kent Brian Gaddy & Tracie Rogers

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge

and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Daniel R. Broyles Date: 12/13/99

Signature: [signature]

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Owners (attach additional info if necessary):

Name (printed): TRACIE S. GADDY

Signature: [signature]

Date: 12-17-99

Address -

Phone - ( )

Name (printed): KENT B. GADDY

Signature: [signature]

Date: 12-17-99

Address -

Phone - ( )

Checklist:

Attach the following items to this application:

✓ 1. Payment in full of applicable fees for processing the application ($325.00).

✓ 2. A copy of the deed or survey of the property to be rezoned. A survey may be required if the property description can't accurately be platted or if it is described by referring to other deeds.

✓ 3. Two sets of typed, mailing labels listing the name and address of each adjacent property owner. May be found at the county assessor's office.

○ 4. A copy of the plat on record in the county assessor's office. The owner's name and the parcel number for every adjacent property shall be shown on this plat (map).

✓ 5. A written description of this request addressing the following items:

a. Current ownership information and any proposed or pending property sales.

b. Reason (need) for requesting the zoning change.

c. Statement of how the property will relate to surrounding properties in terms of land use, traffic, appearance, and signage.

d. Availability of water and sewer (state size of lines). This information is available from the City Engineering Division.

Unique Homes
Zion Valley Estates
PO Box 1948
Fayetteville, AR 72702

Robert & Sandra K. Deal
1720 E. Zion Rd.
Fayetteville, AR 72703

Leslie D. Childress
1604 E. Zion Rd.
Fayetteville, AR 72703

Jamie L. & Beverly Jones
1654 E. Zion Rd.
Fayetteville, AR 72703

Betty S. Childress
1604 E. Zion Rd.
Fayetteville, AR 72703

Charles Glen & Maxine Hutchens
1721 E. Zion Rd.
Fayetteville, AR 72703

STAFF REVIEW FORM

_X__ **Agenda Request**
____ **Contract Review**
____ **Grant Review**

For the Fayetteville City Council meeting of March 7, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 00-3.00 submitted by Andy Feinstien of Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is zoned A-1, Agricultural and contains approximately 15 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 unanimously voted 8-0-0 to recommend and forward the rezoning to the City Council.

Division Head	2-18-00 Date	**Cross Reference**
Department Director	Date	New Item: **Yes** **No**
Administrative Services Director	Date	Prev Ord/Res#:_____
Mayor	Date	Orig Contract Date: _____

JOHN ELLIS
2306 HUGH MOUNT ROAD
FAYETTEVILLE, AR 72703

JOHN ELLIS
2306 HUGH MOUNT ROAD
FAYETTEVILLE, AR 72703

CAROL STEPHENS
4270 MT. COMFORT ROAD
FAYETTEVILLE, AR 72704

CAROL STEPHENS
4270 MT. COMFORT ROAD
FAYETTEVILLE, AR 72704

BRADFORT WHITE
4012 MT COMFORT RD.
FAYETTEVILLE, AR 72704

BRADFORT WHITE
4012 MT COMFORT RD.
FAYETTEVILLE, AR 72704

BERNEDA KING
P.O. BOX 4373
FAYETTEVILLE, AR 72702

BERNEDA KING
P.O. BOX 4373
FAYETTEVILLE, AR 72702

CRAIG & CONNIE EDMONSTON
1955 N. RUPPLE ROAD
FAYETTEVILLE, AR 72704

CRAIG & CONNIE EDMONSTON
1955 N. RUPPLE ROAD
FAYETTEVILLE, AR 72704

PAUL & MARTHA WESTBERG
1719 RUPPLE ROAD
FAYETTEVILLE, AR 72704

PAUL & MARTHA WESTBERG
1719 RUPPLE ROAD
FAYETTEVILLE, AR 72704

BETH GITLEN
1938 N. HIGH AVE.
FAYETTEVILLE, AR 72704

BETH GITLEN
1938 N. HIGH AVE.
FAYETTEVILLE, AR 72704

HARLAN & PAM HENSON
23273 WINFREY VALLEY ROAD
WINSLOW, AR 72959

HARLAN & PAM HENSON
23273 WINFREY VALLEY ROAD
WINSLOW, AR 72959

HARLAN & PAM HENSON
23273 WINFREY VALLEY ROAD
WINSLOW, AR 72959

ARKANSAS OAKS, INC.
2100 FREEDOM PLACE
FAYETTEVILLE, AR 72704

ARKANSAS OAKS, INC.
2100 FREEDOM PLACE
FAYETTEVILLE, AR 72704

CITY OF FAYETTEVILLE
APPLICATION & CHECKLIST
FOR A
REZONING

FOR STAFF USE ONLY
Date Application Submitted: 01/21/00
Date Accepted as Complete: 01/21/00
Case / Appeal Number: RZ00-03
Public Hearing Date: 02/14/00

FEE: *$325.00*
1·16·31
PP#: 361
Zone: A1 to R·1

Application:

Please fill out this form completely, supplying all necessary information and documentation to support your request. *Your application will not be placed on the Planning Commission agenda until this information is furnished.*

GENERAL INFORMATION

Applicant: RICHARD DOYLE — Day Phone: (501) 973-0020
Address: 2100 FREEDOM PLACE, FAYETTEVILLE, AR 72704 — Fax #: (___) _____

Representative: ENGINEERING DESIGN ASSOCIATES, P.A. — Day Phone: (501) 756-1266
Address: 134 WEST EMMA AVENUE, SPRINGDALE, AR 72764 — Fax #: (501) 756-2129

Andy Feinstein

Property Owner: ARKANSAS OAKS, INC. — Day Phone: (501) 973-0020
Address: 2100 FREEDOM PLACE, FAYETTEVILLE, AR 72704 — Fax #: (___) _____

Indicate where correspondence should be sent:

___ Applicant
✓ Representative
___ Owner

DESCRIBE PROPOSED PROJECT IN DETAIL **(Attach to this application)**

PROPERTY DESCRIPTION

NEW BRIDGE

Site Address: 869 EAST OF THE SE CORNER OF THE INTERSECTION OF DRIVE AND MT COMFORT Rd.

Current Zoning District: A1 Proposed Zoning District: R1

Legal Description of Property: May be found on deed or current survey of property. **(Attach to this application)**
Building Size in square feet: Existing N/A Proposed N/A
Hours of Operation (if applicable): N/A
Number of Employees: N/A
Indicate the number of patrons, clients, children, customers, etc. anticipated: N/A
Average per day: N/A Peak Hour: N/A

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:
Arkansas Oaks Inc.

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Date: 6/19/00

PROPERTY OWNER / AUTHORIZED AGENT: I certify under penalty of perjury that I am the owner of the property that is thesubject of this application and that I have read this application and consent to its filing. (If signed by the authorized agent, a letter from the property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Date: 1/19/00

Checklist:

☑ 1. Completed application form.

☑ 2. Payment of the $325.00 application fee.

☑ 3. Two sets of typed, gummed labels on 8½" x 11" label sheets listing the names and addresses of all property owners adjacent to the exterior boundaries of the subject property including across streets and alleys. The Planning Office will give you blank labels to fill out.

☑ Assessor's parcel numbers for all adjoining property owners along with a copy of the applicable assessor's parcel map showing subject parcels with property owner's names printed on the property that they own.

☑ 4. A copy of the deed or survey of the property to be rezoned. A survey may be required if the property description can't accurately be plotted or is described by referring to other deeds.

☑ 5. A written statement with the following:

a. Explanation of the proposed zoning change including current owner information and any proposed sales.
b. Reason (need) for requesting the zoning change.
c. Statement of how the property will relate to surrounding properties:

1. Use
2. Traffic
3. Appearance
4. Signage

WILL BE PREPARED TO ANSWER

C.C. 3/7/00
Senior Center

A Proposal to the
City of Fayetteville
City Council

To pass an ordinance
Creating
A two mill tax for one year

To support the
Construction of a new
Community Senior Center

Prepared by
Council On Aging

March 7, 2000

Community Senior Center
Building for the Future

A proposal to the City of Fayetteville City Council

Tab A	Executive Summary
Tab B	Presentation Outline
Tab C	Proposal
Tab D	Images of the proposed Community Senior Center
Tab E	The Request

Council On Aging
Building for the Future

Executive Summary

Seniors are the fastest growing segment of the population in Northwest Arkansas. The United States Census Bureau predicts that seniors will represent 20% of the total population by 2030. In Arkansas, and particularly Northwest Arkansas, that percentage will be even higher. Already 18.6% of Arkansans are 65 and older.

As baby boomers age, the support systems for the elderly must evolve to meet the changing needs and demands. The Council On Aging (COA) is the leading provider of services for the elderly in Northwest Arkansas and is uniquely poised to meet these new challenges.

The current facilities are outdated, overgrown, and inadequate. They do not meet the specific needs of today's elderly population and will not meet the needs of the future generations of seniors. They are the only day facilities available to Fayetteville residents.

The proposed new facilities will offer a warm and inviting atmosphere with areas devoted to lifelong learning, wellness, social, and hobby activities. They will have the flexibility and infrastructure necessary to meet changing demands and opportunities.

The total cost of all phases of the project is $4,400,927. The COA already has committed and pledged $1,200,000 leaving a balance of $3,200,927. The estimated cost to build the Community Senior Center is $2,335,000.

The Council On Aging respectfully requests the Fayetteville City Council to invoke its right to charge a minimum millage to complete the funding necessary to build the Community Senior Center.

Specifically, we request the City Council pass an ordinance establishing a [1]two mill tax for one year to raise approximately $1,000,000 for the construction of the Community Senior Center.

---

[1] According to the Washington County Treasurer one mill would raise $534,575 with a 100% collection rate. Collection rates average between 90% and 94%. At 90% one mill would raise $481,118 based on 1998 figures.

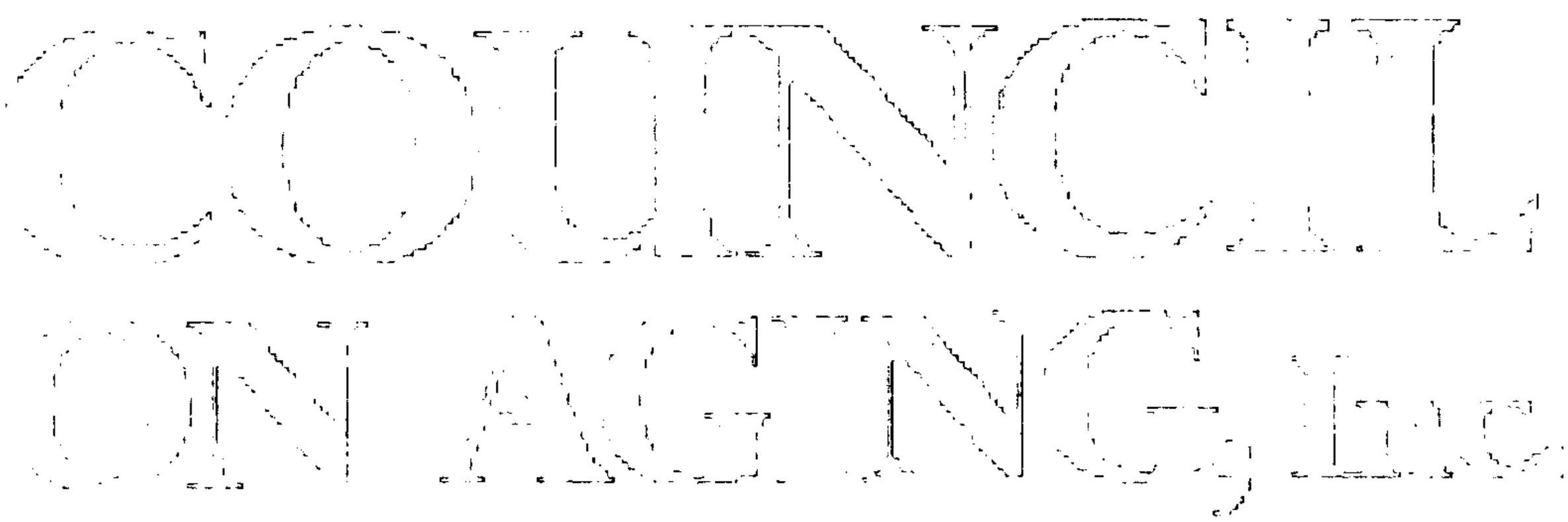
Community Senior Center
Building for the Future

- Brief history of the project
- Population trends
- Description of the Project
- Cost of the Project
- Impact on lives of Fayetteville citizens
- The next step

COUNCIL
ON AGING, Inc

Community Senior Center
Building for the Future
Population Trends

- Nationally
- Statewide
- Locally
- Characteristics

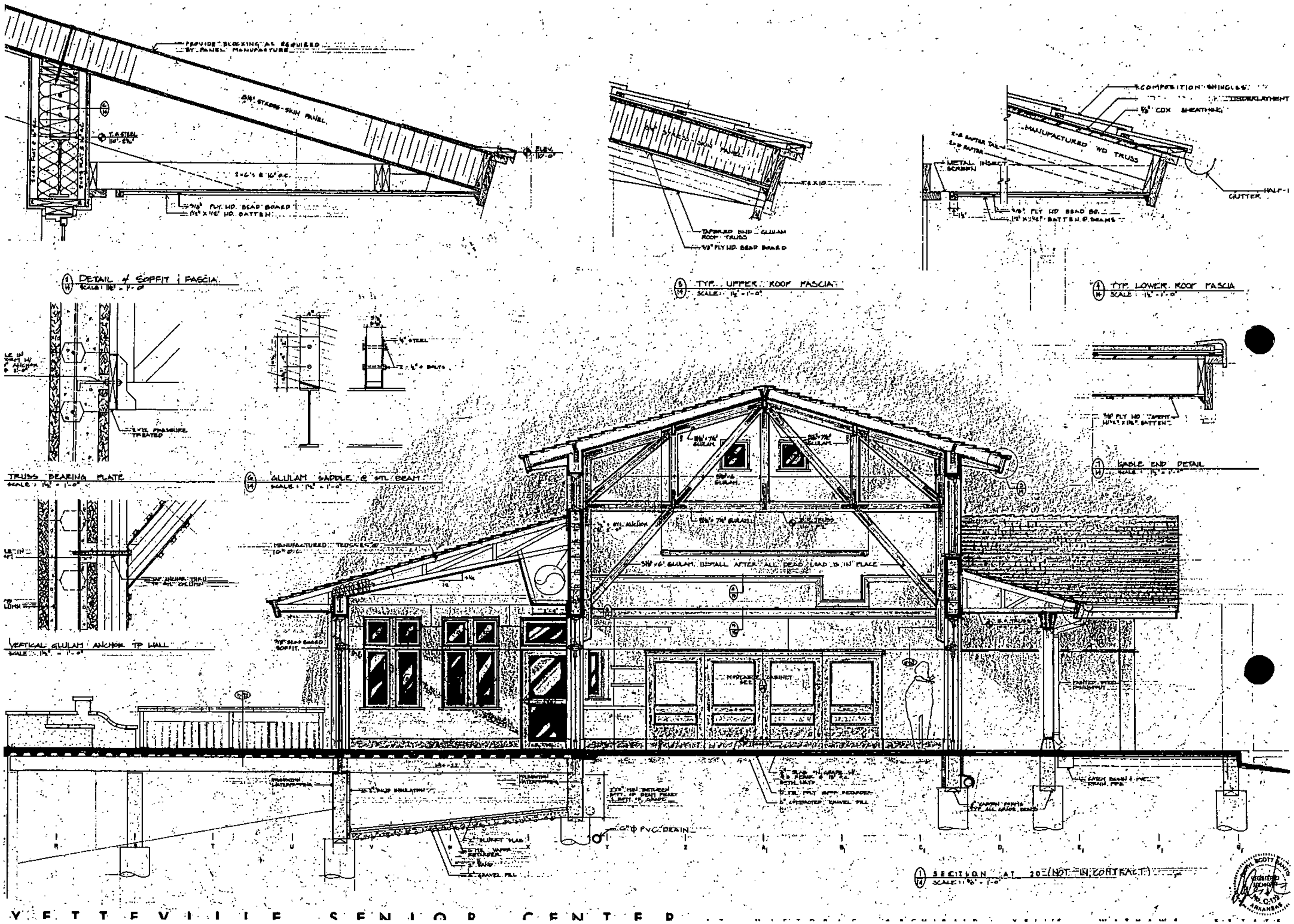


Community Senior Center
Building for the Future

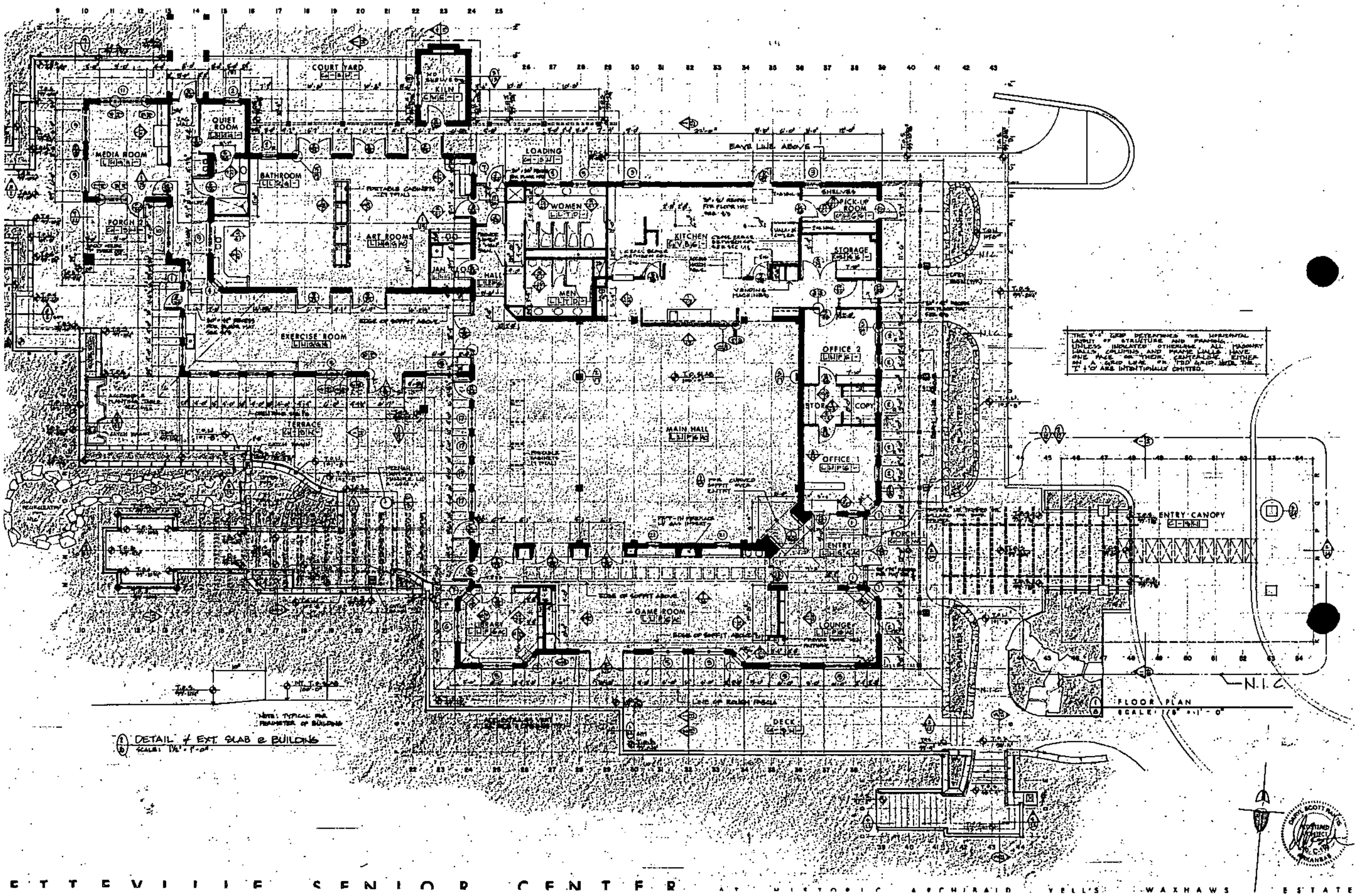
Description of the Project

- A verbal tour through the proposed new Community Senior Center
- Special features
- Comparison to other Senior Centers built within our region
- National trends in building
- Impact on the neighborhood

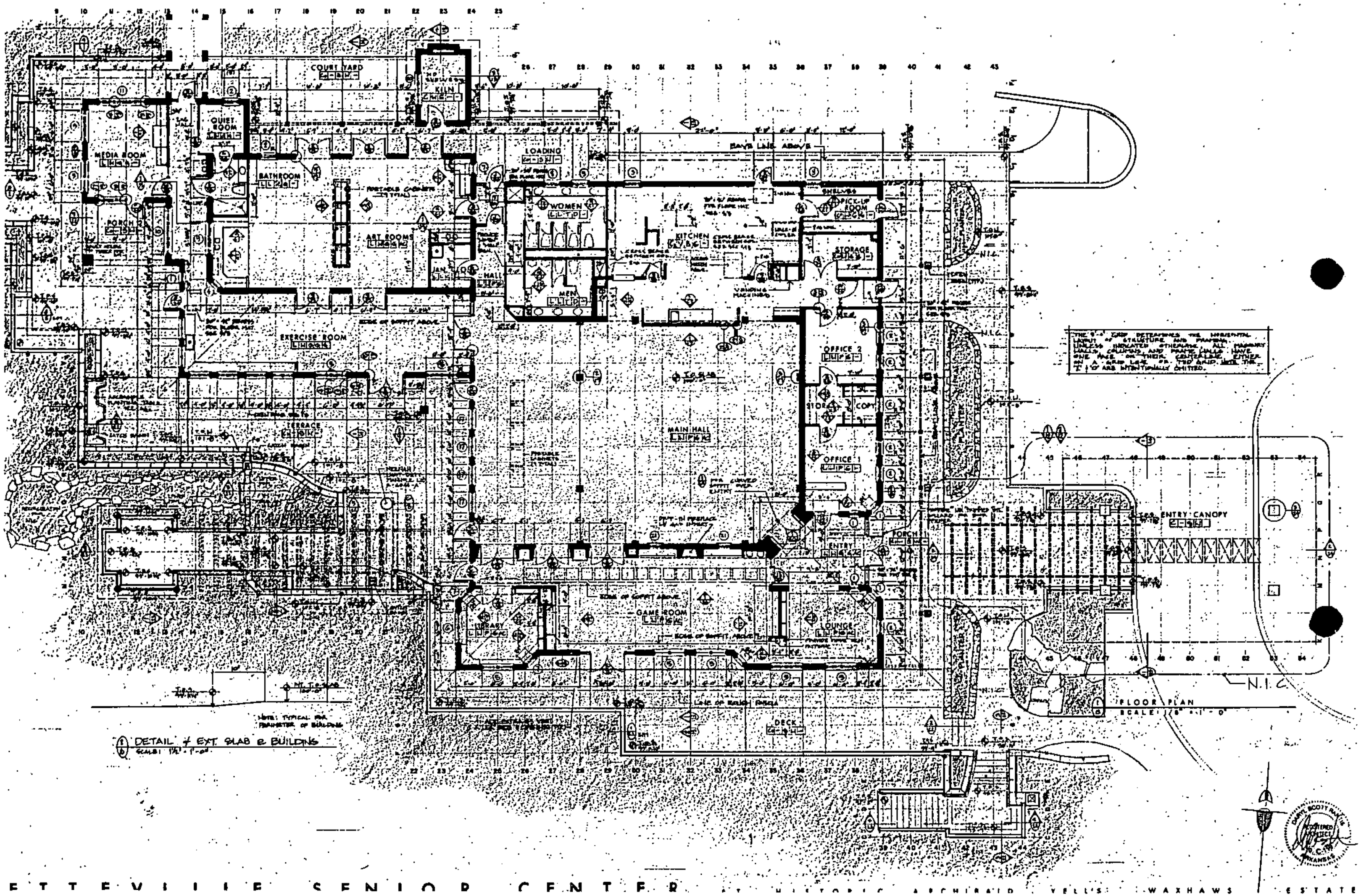
COUNCIL ON AGING, Inc



Y E T T E V I L L E S E N I O R C E N T E R



ETTEVILLE SENIOR CENTER AT HISTORIC ARCHIBALD WELLS WAXHAWS ESTATE



E T T E V I L L E S E N I O R C E N T E R AT HISTORIC ARCHIBALD YELLS WAXHAWS ESTATE

Community Senior Center
Building for the Future
Cost of the Project

- Cost today
- Cost two years ago
- Calculation of cost
- Amenities excluded from estimate
- Cost comparison

COUNCIL ON AGING, Inc

Square Footage Breakdown
Waxhaws Adult Community Center
Proposed for Walker Park

These projections are based on AIA standards for calculating square footage.

Spaces that are counted 100%

	Actual Sq. Ft	AIA
Conditioned activity and support spaces	10,278	10,278
Mechanical Storage, Basement	3,132	3,132
Kiln	159	159
	---	---
Total Conditioned	**13,569**	**13,569**

Spaces that are counted 75%

Covered Deck Area	2,844	2,133
	---	---
Total Covered exterior space	**2,844**	**2,133**

Spaces that are counted 50%

Open terrace, Deck and Paved Pedestrian Areas	6,788	3,394
Mechanical Penthouse	1,026	513
	---	---
Total Open space	**7,814**	**3,907**
Total Sq. Ft.	**21,667**	**19,609**

Price per square foot based on $2.1 million for 19,609 square feet is $107.
(An estimated $200,000 for parking and sidewalks is excluded from the building costs.)

Design Alterations
for the
Waxhaws Adult Community Center
Proposed for Walker Park

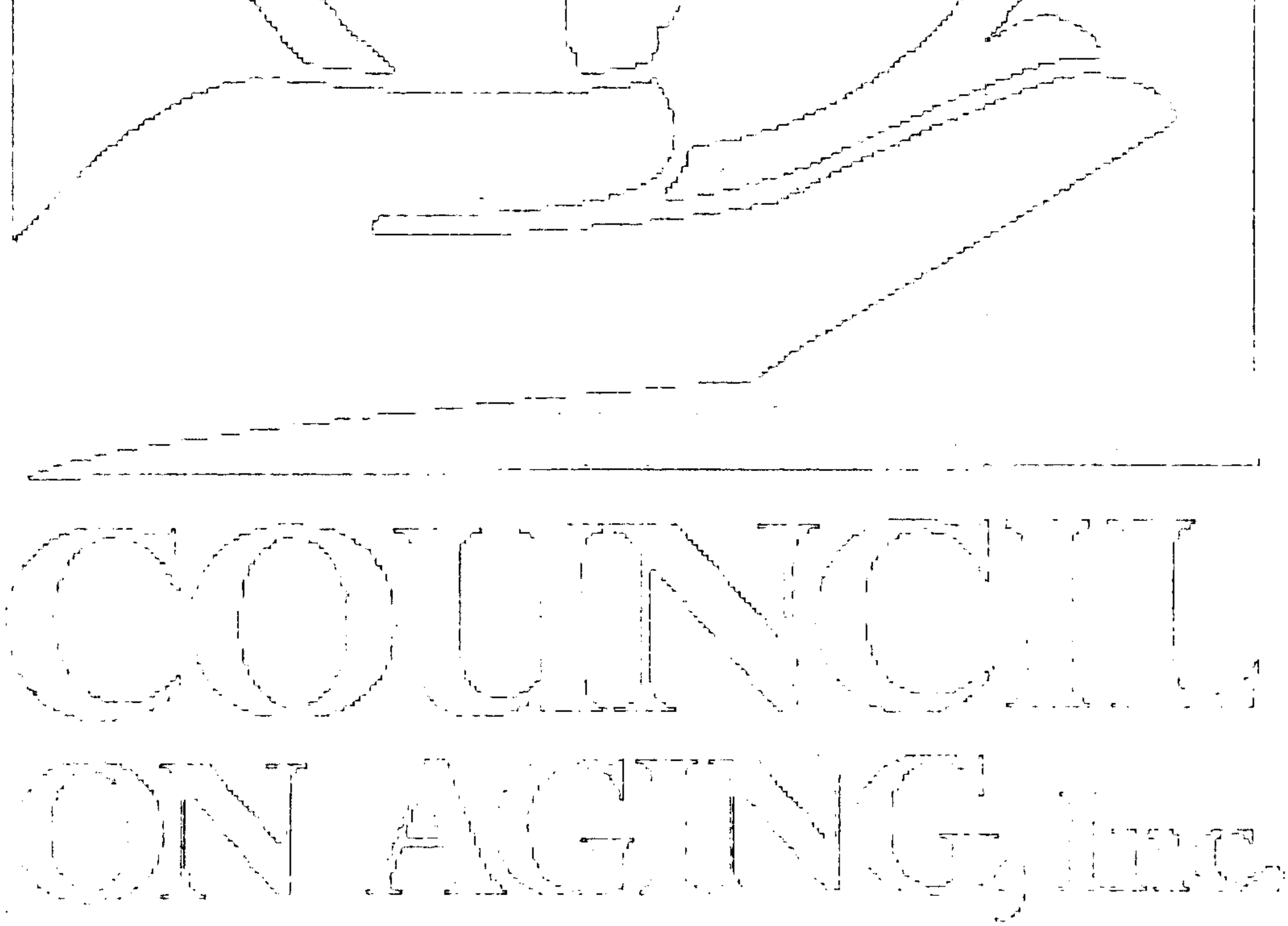
The following items have been deleted or changed to reduce the costs of the project.

1. Eliminated all stone veneer.
2. Eliminated front planter walls.
3. Eliminated all extra landscaping.
4. Eliminated front entry structures and signage.
5. Eliminated drop-off canopy.
6. Eliminated trellis at entry and back terrace.
7. Eliminated pavilion.
8. Eliminated fountain.
9. Eliminated grass- paved parking areas.
10. Eliminated all walking trails not associated with phase one.
11. Eliminated extra windows.
12. Eliminated all sky lights.
13. Eliminated one fireplace.
14. Substituted less expensive windows.
15. Simplified 45 degree corners of building.
16. Substituted more roof truss system for stick framing.
17. Reduced wood trim on exterior and interior.
18. Reduced grade beam on terrace due to removal of stone veneer.
19. Simplified curved entry to main hall.
20. Eliminated all built-in cabinets not associated with the restrooms and kitchen.
21. Allowing substitution of floor and other finishes.
22. Allowing substitution of metal plate connectors for exposed wood trusses.
23. Eliminated interior trellis.
24. Reduced # of light fixtures.
25. Simplified exterior railing eliminating a lot of wood.
26. Simplified fascias.
27. Substituted tongue and grove eaves with plywood bead board eaves.
28. Simplified parapet wall of HVAC penthouse.
29. Eliminated wheelchair accessible planter.
30. Eliminated movable cabinet partitions.
31. Specified less expensive heating equipment and connections.

Community Senior Center
Building for the Future

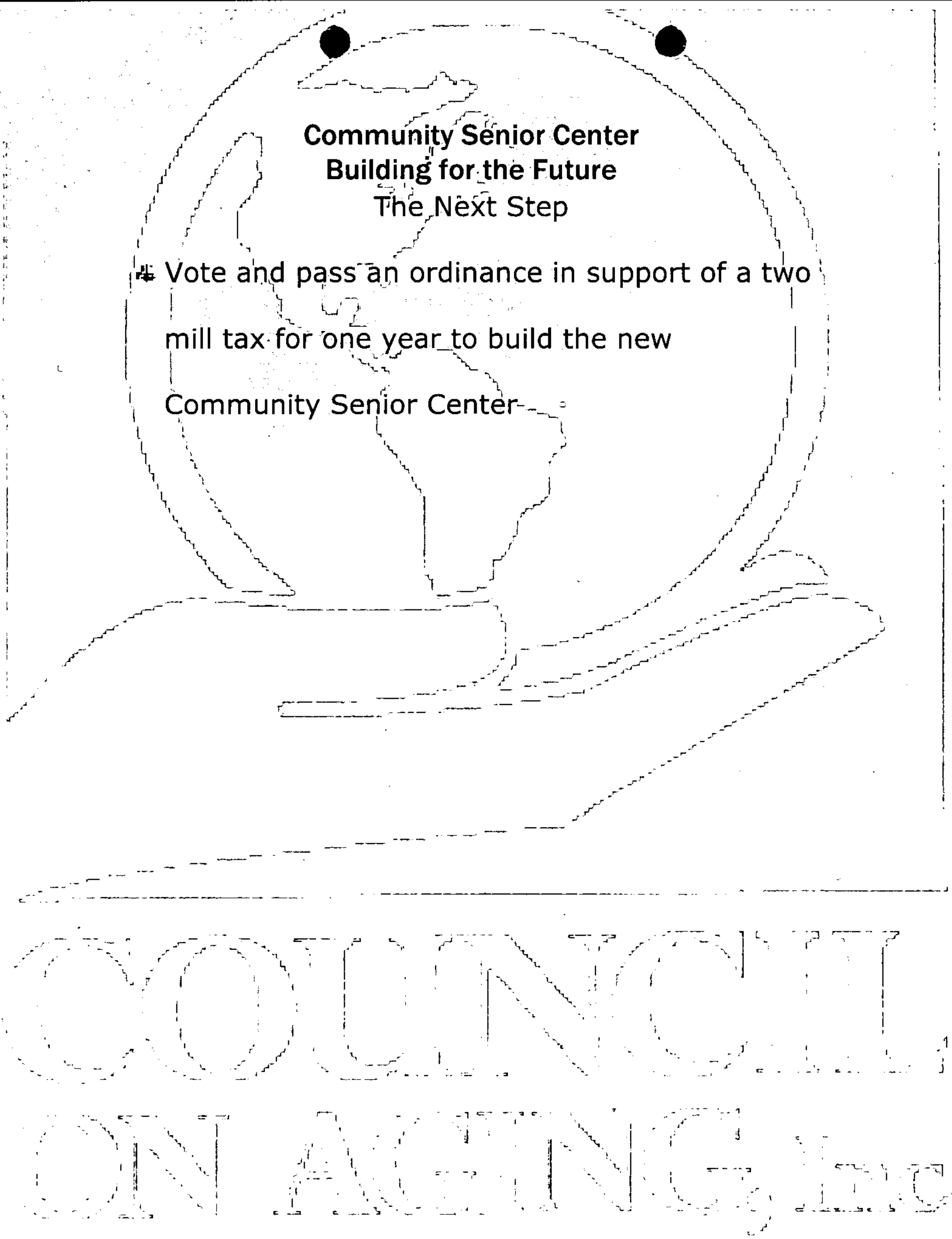
Impact on Lives

- The senior today
- The senior of the future
- The broader community
- Opportunities created
- Quality of life improvements



Community Senior Center
Building for the Future
The Next Step

- Vote and pass an ordinance in support of a two mill tax for one year to build the new Community Senior Center



Council On Aging
Building for the Future

Nona Franklin is 82 years old and comes to the Senior Center every day, and has been doing this for 14 years. She volunteers to help with projects at the Center, but that's not why she comes, "I don't come here to work, I come to have a good time. My friends are here." Fifteen years ago when Nona and her sister moved to Northwest Arkansas, she didn't have any friends and her husband died shortly after moving here. She was lonely and in need of peer contact. A neighbor suggested the Senior Center to her, and she has been a loyal patron ever since. "If I didn't have this place, I would read myself to death. In fact, I probably would have passed over a long time ago."

A new millennium is approaching. The rush is on to prepare for 2000 and the opportunities and challenges it presents. The Council On Aging is preparing for 2005, the year baby boomers start their lives as seniors. Arkansas, and particularly Northwest Arkansas, will feel the impact of these important birthdays.

Since the beginning of the baby boom years, society has had to change, evolve and respond to this large group of individuals. First more elementary and secondary schools had to be built. Then college enrollment boomed and higher education had to respond quickly to the new role the activist boomers brought with them to campus. Unsatisfied with the status quo this generation brought an end to segregation, pushed for women's rights and equal opportunity for all, and set the stage for double income families that keep increasingly busy social lives.

As this generation ages, it remains the most politically active. Boomers changed the workplace, and as they age they will change the face of retirement.

According to the Arkansas State Department of Health, 22.1% of older Arkansans live in Benton, Garland, Sebastian, and Washington Counties. The U.S. Bureau of the Census predicts that from 1996 to 2030, the population of 65+ will more than double and grow to be 20% of the total population. In Arkansas, the percentage of Arkansans 60 and older already represents 18.6% of the population, the sixth highest percentage in the country.

Baby boomer seniors will be dramatically different from the seniors of today. There will be more of them, they will live longer, and they will have a higher set of expectations of the services and facilities offered to them.

The COA has a plan for this expanding and changing population. It envisions a future filled with active, involved, healthy seniors: a future where seniors congregate together to share their pasts and plan their futures. One where seniors are valued, treasured, and respected. Central to this vision is a new senior-centered facility that provides for the specific needs of seniors, and especially this new group. For just as the boomers have changed irrevocably society as they change stages of life, so too will they change the look of retirement as we now know it.

The Project

The time has arrived for the COA to help build the future for the seniors of Washington County. A new senior center has been designed to replace the outdated and overgrown facilities of the Sang Center and with it will come increased programming and opportunities for all seniors of Washington County.

The COA has a longterm lease with the City of Fayetteville for the Archibald Yell Homestead site that comprises beautiful park grounds located just south of Jefferson Elementary School. On that historic site will be built a forward-looking 21,000 square foot Community Senior Center designed particularly to address the current and future needs of the elderly.

The cost of the Community Senior Center is estimated to be $2,335,000. The Council has already raised $1,200,000 in pledges and gifts.

The current facility at the Sang Center is already overstressed and outdated. Its expansion possibilities are nonexistent due to the growth of the surrounding neighborhood. This facility provides for the congregate meal production and for the socialization areas. The facility itself cannot accommodate the number of seniors who have shown a strong desire to use it and the kitchen is too small to handle any increase in meal preparation. The condition of the facility lacks the warmth and personal touch that is expressed so well by the staff and volunteers. It is completely inadequate to meet current needs much less the future demands of our aging population.

The new Fayetteville Senior Center anticipates the future. It has been designed to serve more than 200 seniors per day. The new Fayetteville Senior Center will provide a state-of-the-art facility in which seniors may congregate. The new facility will be a beautiful place for seniors to spend their days and enjoy each other's company. Congregate areas and classroom areas will be incorporated as well as private nooks for conversation and game tables for the young at heart.

The Senior Center will be built with the senior at its center. Enhancements to the facility will answer special needs of the senior population. For example, its floors will be heated providing comfort to seniors with poor circulation in the cold winter months at the same time this enhancement will save on heating costs. The stairs will be ramped and access to the grounds inviting encouraging seniors to move about and take part in a variety of activities. The building will integrate technology in the form of computers, atmosphere control, and audio/video capacity to serve, entertain, and educate the senior population.

Areas that are devoted to healthy living, wellness, music, exercise, computers, arts and hobbies, and growing plants will add to the facility broad opportunities for creative programming. And with increased programming will come increased participation and more involved seniors.

The new Community Senior Center has been designed with respect to the past and in anticipation of the future. The Board of Directors anticipates that this facility will answer

the needs of Washington County seniors for years to come. Its design is functional, forward looking, and sustainable.

Operating costs of the new facility will increase slightly. However, the COA has planned for these expenses. The Council has agreed to lease space to the Area Agency on Aging and will make office space available to home health care specialists from Washington Regional Medical Center. The Wood Avenue facility will be closed and the Sang Avenue facility renovated to serve as a large catering kitchen for the Meals on Wheels program. A new coupon program has been established with Harp's Food Stores that the Council anticipates will increase revenues by more than $25,000 annually. And, the COA is committed to developing ongoing fundraising activities that will generate significant new sources of income.

Justification

The current facilities are outdated, over-populated, and pushed beyond their limitations. And they are the only day facilities offered to seniors in Fayetteville. In 1990 Washington County hypothesized that the elderly population would reach 14,400 by 2020. The special census conducted in 1996 revealed that the 65+ population already exceeded that estimate by 5,000 a full 24 years ahead of schedule. The elderly represent the fastest growing population group in the country and in our region.

The elderly population in 2005 will be different from the seniors we are familiar with today. Not only will there be many more of them, but also they will be living longer and approaching their senior years with different expectations. Research and common sense tell us that the more involved and active seniors remain, the healthier they remain. Interaction with peers and peer relationships are keys to a healthier and longer life for seniors. The new senior generation will demand and expect greater opportunities to enhance their lives.

A new Community Senior Center is needed to offer a venue for seniors that is rewarding, fulfilling, and interesting all in a caring and nurturing atmosphere. The current facility simply cannot accept new clients. A new facility will allow for more seniors to become involved and allow for expanded programming.

The new Community Senior Center will address:

- Physical fitness and wellness.
- Mental fitness and wellness.
- Information and training in coping strategies.
- Validation as persons and as members of the community.
- Support for evolving roles as caregiver, grandparent, etc.
- Social interaction and communication.

All research tells us that the above needs are best served when individuals feel a sense of community and belongingness. Aging threatens our sense of community in many ways. The new Community Senior Center will counteract the potential isolation of aging by creating a genuine community which values, and in turn validates, the needs of the elderly and the programs designed for older adults. **The need for such a center is clear. With the creation of the UofA Office for Studies on Aging, virtually every community group representing older adults contacted the new Office to find local resources for seniors. The new Community Senior Center is a resource Fayetteville residents want and have voted in the past to support.**

It was the activation of seniors who desired a new Senior Community Center that led to the passing of the HMR tax. These same seniors representing 39% of the registered voters in Fayetteville expect a new Senior Community Center.

The City of Fayetteville has made a commitment with the donation of 6.75 acres and Parks and Recreation have agreed to upkeep the grounds and to develop walking trails that will be suited for an elderly population.

The COA is the leading provider of quality senior programs in Northwest Arkansas. Last year it served more than 600 seniors a day through its Meals on Wheels program, the social activities at the Senior Centers, and the adult day service programs. Since 1961 the COA has been answering the needs of the elderly in Northwest Arkansas through innovative, caring programs. The new and renovated facilities will allow the COA to expand services threefold.

The Council On Aging has undertaken an aggressive fundraising campaign with limited results to date. A commitment from the City would assure possible donors that the Senior Community Center is indeed a reality and provide the encouragement they need to make their own commitments.

The Senior Community Center is for ALL the people of Fayetteville. With this minimal tax, all citizens can participate and have ownership in the Center. The Council On Aging is committed to making the Center available to as broad a population as possible and does not expect to limit the hours of operation so that populations other than seniors cannot use it.

History of the Council On Aging

In 1961 the predecessor of the COA; the Adult Center; opened its doors with the original intent to provide jobs to the elderly. It quickly became apparent that what was desperately needed in the community was a central place for older adults to congregate and share experiences. Soon it outgrew its space and plans were developed for Hillcrest Towers. While operating more than 30 programs, in 1973 the COA provided the impetus for the creation of the Elderly Nutrition Program of Washington County. As this program grew, in 1991 it too became part of the COA. And in 1993, the COA incorporated adult day care services in Fayetteville and Springdale into its existing structure.

The Council has made a tremendous impact on the community with limited resources. The budget for the COA has increased from $45,000 in 1990 to more than $913,000 in 1998. Federal money supports 42% of the budget, 18% is carried by the state, program participants and United Way donations support the remaining 40%.
Anyone aged 60 and older is eligible to attend any of the senior activity center programs at no cost. Participants are asked to make a donation based upon their ability.

Over the years the COA has led the charge on many issues: it helped the citizens of Lincoln, Prairie Grove, and Farmington build local senior centers; it worked with the City of Springdale to build its new senior center; it showed the seniors of Fayetteville how they would benefit from the HMR tax resulting in the passing of the tax (carried significantly by the senior vote); and it successfully competed against other organizations to acquire the 6.75 acres to construct the new senior center. This is a highly successful and motivated group of individuals.

Current Programs

The COA works with the mission of providing supportive services to those in Washington County who are 60 years or older, so they may live independently with dignity, hope, and courage in their own homes for as long as possible. In support of this mission they operate the Elderly Nutrition Program, the Adult Day Services Program, and the Fayetteville Senior Center.

The Elderly Nutrition Program serves more than 142,000 meals annually (more than 2,700 meals a week) for homebound seniors and noon meals at area Senior Centers. The kitchen at the Sang Center prepares these meals for catering and delivery. Volunteers and staff help in the delivery and serving of meals.

The COA designed the Adult Day Services Program to meet the social and nutritional needs of functionally impaired persons 60 years or older and to offer family members help with their concerns. Clients for this program come from all walks of life and have a wide range of functional challenges. Many of the clients have been affected by strokes, Alzheimer's Disease, or other conditions that may affect memory and/or physical function. Handicap-equipped transportation brings clients to the Wood Avenue and Johnson Road facilities on a regular schedule making it possible for them to socialize with other seniors, receive nutritious, delicious noon meals and snacks, and participate in daily activities and exercise. This important program also provides much-needed relief for family caregivers who can easily become overwhelmed with the care of a parent or relative who needs constant attention.

The Fayetteville Senior Center and Senior Center Social Programs are the heart of the COA. Through the Center and its programs, adults 50 years and older have an invaluable opportunity to share time and experiences with their peers. It is a time for them to share their pasts and plan their futures. Educational classes, crafts activities, dances, music performances, trips to places near and far, and general time for camaraderie draw clients to the Fayetteville Senior Center from all corners of the county.

The programs of the COA have been developed over the years in response to the growing needs of the expanding elderly population. Each year there is a need for more meals that must be delivered and the Council works hard to try to meet that need. The waiting list for low cost Adult Day Services Program grows monthly and the COA is the only provider of those services. Seniors across Washington County and beyond fill most programs of the Fayetteville Senior Center to capacity. The COA has always been good at predicting the next trend for seniors and developing programs to meet their changing needs. The prediction that more seniors will need and demand more services is quickly becoming a reality.

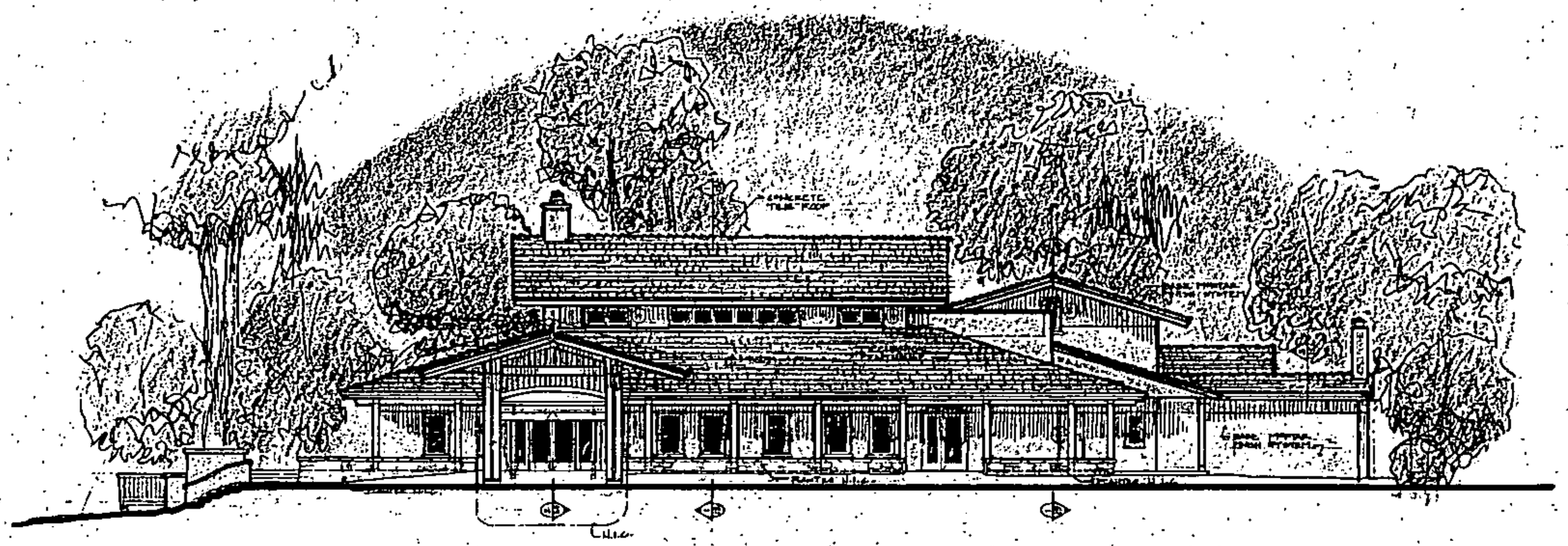
The Budget

The COA proposes to build 21,667 sq. feet for the Community Senior Center.

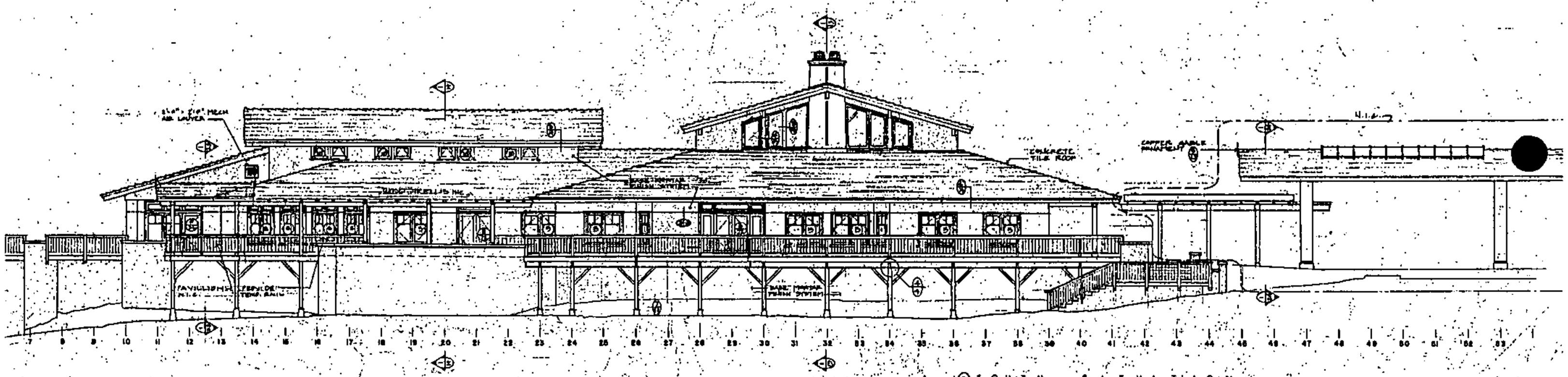
The cost of construction is expected to be $107 per square foot.

Total cost of the project is $2,335,000.

The COA already has committed and pledged $1,200,000 leaving a balance of $1,135,000. The commitments include $500,000 from the HMR tax, $350,000 from the Area Agency on Aging, and $350,000 in community development block grants. An additional $127,000 has been raised through fundraising events and through private donors.

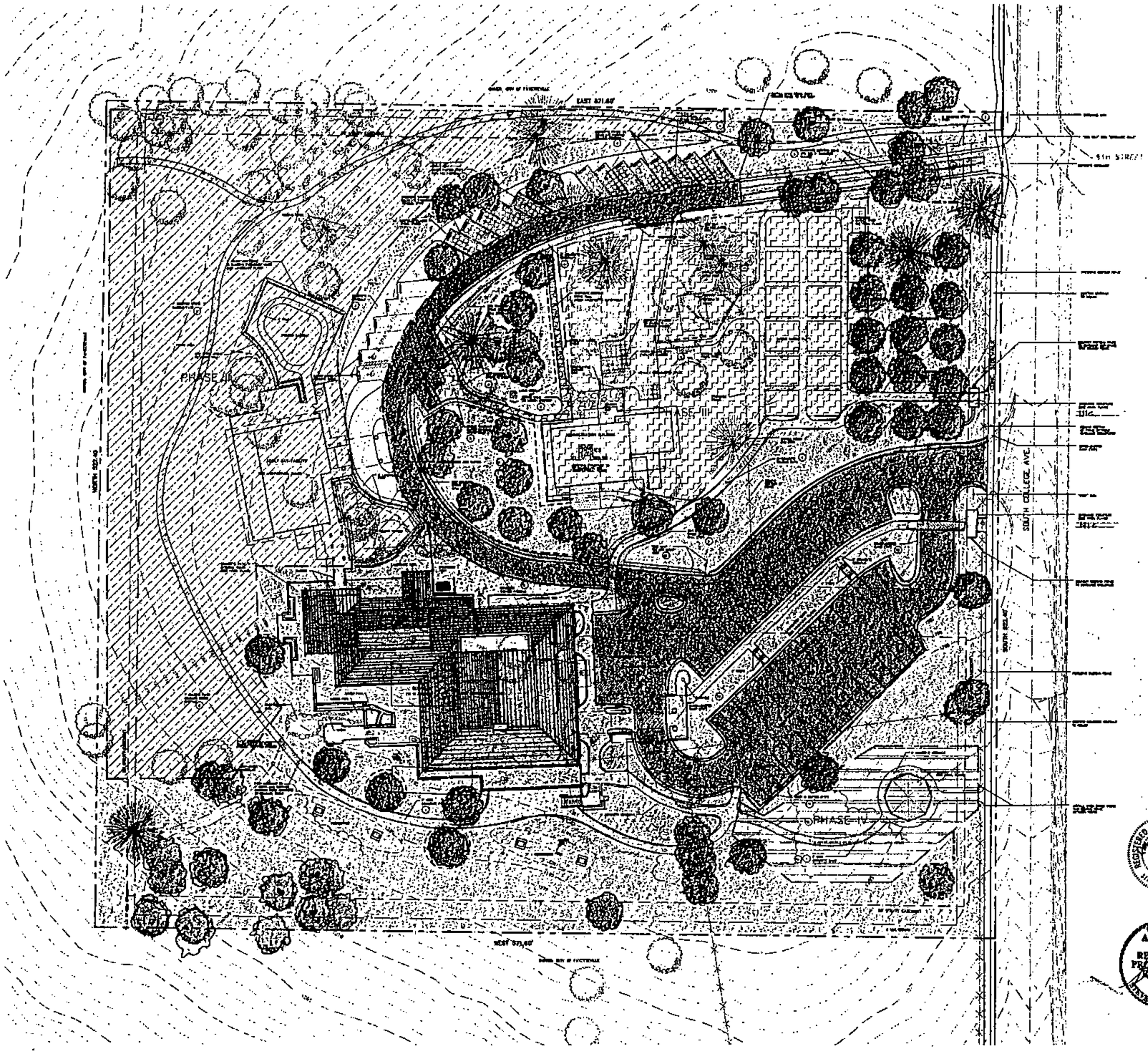


EAST ELEVATION



SOUTH ELEVATION

V E T T E V I L L E S E N I O R C E N T E R



CONSTRUCTION PHASING

FOR THE FAYETTEVILLE SENIOR CENTER COMPLEX

ALL AREAS NOT HATCHED SHALL BE INCLUDED WITHIN WITHIN THE FIRST PHASE OF CONSTRUCTION.

PHASE II – AREAS INCLUDED WITHIN THIS HATCH TYPE SHALL BE CONSTRUCTED DURING THE SECOND PHASE.

PHASE III – AREAS INCLUDED WITHIN THIS HATCH TYPE SHALL BE CONSTRUCTED DURING THE THIRD PHASE.

PHASE IV – AREAS INCLUDED WITHIN THIS HATCH TYPE SHALL BE CONSTRUCTED DURING THE FORTH PHASE.

TREE PROTECTION – BEFORE ANY CONSTRUCTION IS TO BEGIN, TREE PROTECTION IS TO BE IN PLACE, SEE GRADING PLAN FOR DETAILS

REGISTERED LANDSCAPE ARCHITECT
R. MICHAEL ANDERSON
117
STATE OF ARKANSAS

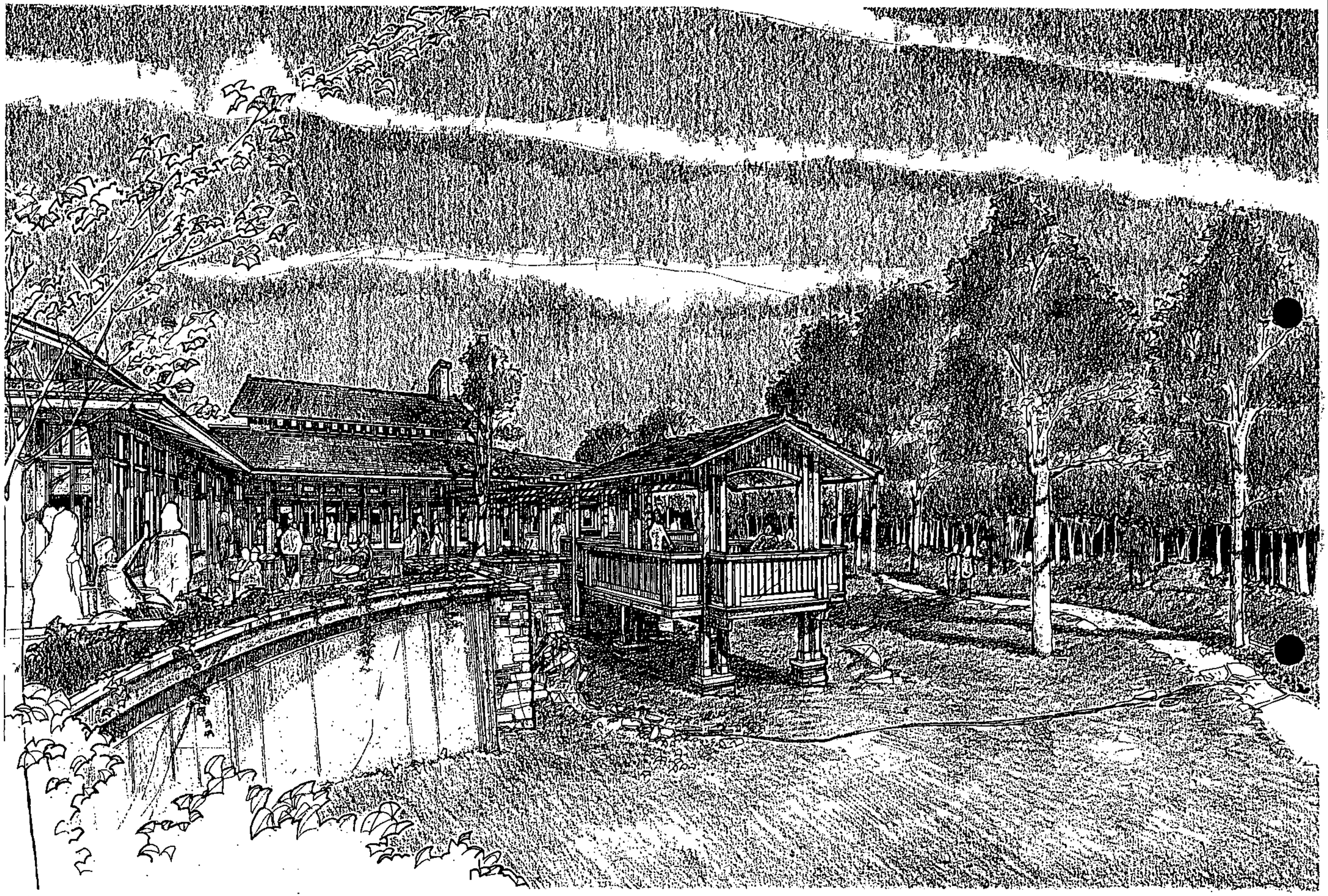
STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 8537
STEVE ALFRED JESSE

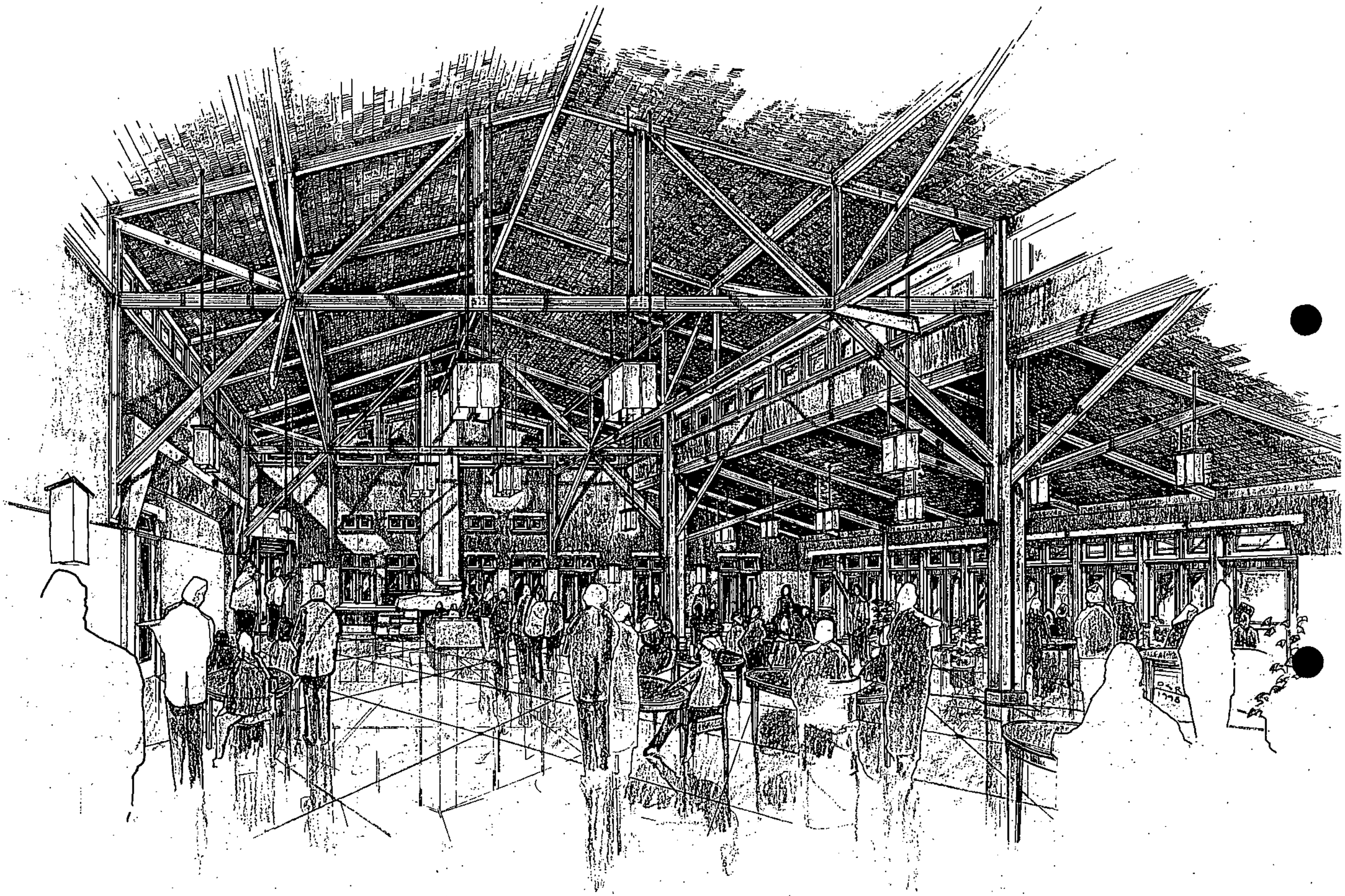
4-10-97

PHASING PLAN
SENIOR CENTER
FAYETTEVILLE, ARKANSAS

EDA
Consulting Engineering
Landscape Architecture
Land Surveying
Engineering Design Associates, P.A.

DRAWN BY: KJH	CHECKED BY: SAH
DATE: 02/08/97	
SCALE: 1" = 30'	
JOB NUMBER: 0089	
FILE NAME: 0089PHASE.DWG	
DESCRIPTION: BID SET – NOT FOR CONSTRUCTION 4/97	SHEET 50





The Request

The Council On Aging respectfully requests the Fayetteville City Council to invoke its right to charge a minimum millage to complete the funding necessary to build the Community Senior Center.

Specifically, we request the City Council pass an ordinance establishing a [1]two mill tax for one year to raise approximately $1,000,000 for the construction of the Community Senior Center.

We request that the City Council ask the City Attorney to draft this ordinance with the Council On Aging and vote on it at the next regular meeting of the Fayetteville City Council.

[1] According to the Washington County Treasurer one mill would raise $534,575 with a 100% collection rate. Collection rates average between 90% and 94%. At 90% one mill would raise $481,118 based on 1998 figures.

MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
FEBRUARY 15, 2000

A meeting of the Fayetteville City Council was held on February 15, 2000 at 5:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Mayor Hanna, Aldermen Reynolds, Austin, Davis, Trumbo, Daniel, Santos, Young, and Russell; City Attorney Jerry Rose, City Clerk Heather Woodruff, Administrative Service Director John Maguire, Public Works Director Charles Venable, and City Planner Tim Conklin, Staff, Press, and Audience.

STATE OF THE CITY ADDRESS

NOMINATING COMMITTEE REPORT

Alderman Daniel moved to appoint:

Planning Commission: Lee Ward, Loral Hoffman (for reappointment) and Nancy Allen.
A&P Commission: Ching Mong (unexpired term) and John Gillian (full term).
Library Board: Beverly Bassett Schaffer (unexpired term) and Louis Gottsponer.
Historic District: Orland Maxfield (Unexpired term) and Jana Britton.
Board of Construction Appeals: Tommie Perkins and Mike Tremill.
Civil Service: Buddy Ledford.

The motion was seconded by Alderman Santos. Upon roll call the motion carried unanimously.

EMPLOYEE OF THE MONTH

Mayor Hanna stated the employee of the month of January, Debra Bryant and Michelle Turberville both submitted suggestions that the city centralize the purchasing of office supplies to save money. It is estimated it would save the city 5% each year. The Mayor presented the two employees with certificates and a check.

CONSENT AGENDA

APPROVAL OF THE MINUTES

Approval of the minutes of the February 1, 2000 City Council minutes

SURVEY SERVICES

A resolution approving a contract in the amount of $29,735.00 to Garver Engineers to provide surveying services for the City's use to design three trails (Joyce, Mud Creek, and Mud Creek Tributary) "in-house".

RESOLUTION 19-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

PILOT TROLLEY ROUTE
A resolution approving a contract amendment in the amount of $37,500 with Jones Transportation to initiate a pilot trolley route from south Fayetteville. An additional $12,000 is requested for fuel, maintenance and other expenses.

RESOLUTION 20-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CLEVELAND SIDEWALK
A resolution awarding a construction contract to APAC-Arkansas, Inc., McClinton Anchor Division in the amount of $114,025.00; approval of a contract contingency funding of $17,104.00 (15%); approval of $20,000 for contract administration, construction inspection and materials testing; and approval of a budget adjustment.

RESOLUTION 21-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

WIMBERLY DRIVE
A resolution not requiring the dedication of 10 feet of additional right-of-way based on the Master Street Plan for Wimberly Drive classified as a collector street. The request was submitted by Crafton, Tull, and Associates on behalf of Danny Smith for property located at 3380 Wimberly Drive as LSD 99-27.

RESOLUTION 22-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Trumbo moved to approve the Consent Agenda. Alderman Santos seconded the motion. Upon roll call the motion carried by a vote of 6-0-1. Alderman Young abstaining, Alderman Davis not present for vote.

OLD BUSINESS

RZA 99-5.00
An ordinance approving annexation request RZA 99-5.00 submitted by Engineering Design Associates on behalf of Arkansas Oaks, Inc. for property located at the southeast corner of Bridgeport Drive and Mount Comfort Road. The property is located in the planning growth area and contains approximately 13.39 acres. The request is to annex the subject property into the City of Fayetteville. The ordinance was left on the second reading at the February 1, 2000 City Council meeting.

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

There was no public comment.

Mayor Hanna called for the vote. Upon roll call the ordinance passed unanimously. Alderman Davis not present for vote.

ORDINANCE 4220 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RZ 99-35.00
An ordinance approving RZ 99-35 submitted by Engineering Design Associates on behalf of Arkansas Oaks Inc. 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 the property to R-1, Low Density Residential. The ordinance was left on the second reading at the February 1, 2000 City Council meeting.

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

There was no public comment.

Mayor Hanna called for the vote. Upon roll call the ordinance passed unanimously. Alderman Davis not present for vote.

ORDINANCE 4221 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

PARKING REGULATIONS
An ordinance amending Chapter 72, Parking Regulations, 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 allow the parking meter zones to be described, established and altered by the Mayor or his duly authorized representative. The ordinance was left on the second reading at the February 1, 2000 City Council meeting.

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

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

There was no public comment.

Mayor Hanna called for the vote. Upon roll call the ordinance passed unanimously. Alderman Davis not present for vote.

WATER AND SEWER RECONNECT FEES
An ordinance amending Chapter 51, Water and Sewer, of the Code of Fayetteville, to amend the

fee for service and couplings. The ordinance was left on the second reading at the February 1, 2000 City Council meeting.

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

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

There was no public comment.

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

ORDINANCE 4222 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

H&H CARRIAGE COMPANY
A resolution approving a Certificate of Public Convenience and Necessity for H&H Carriage Company.

Mayor Hanna explained this was a change of ownership. The company that provided the carriage rides to the downtown square during Christmas and other special events.

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

RESOLUTION 23-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

MULTI-PURPOSE SPORTS ARENA
Approval of an ordinance awarding a contract to QuesTec Corporation for preparation of a business plan, waiving competitive bidding, and appropriating up to $200,000 for preparation of a business plan.

Approval of an ordinance to expand the role of the Public Facilities Board to include recreational facilities and multi-family housing as provided by Stated law.

Mr. Rose read the ordinances for the first time.

Ms. Alett Little, Economic Development Director, explained there were two items on the agenda. The first was a contract for a study. They were asking the City Council to appropriate $200,000. These were Airport Funds which were from their parking revenues that they had acquired. They

were asking that the $200,000 be appropriated to be invested into a study for this proposal. The money would be 100% reimbursable, if the project was financed and built. The second item they were bringing forward was the change in the duties of the Public Facilities Board. The reason they were asking for this now, was that one of the ways they may use to finance this particular proposal is bonds. The Public Facilities Board did have the abilities to issue bonds for these types of projects, if the Council changed their duties. Their duties were spelled out in the State Law, so they were asking for the city ordinance to allow what the state allowed them to do. They would have a third item related to this as they progressed, which would be the approval of a lease agreement for grounds at the Airport. The lease would be based on a couple of conditions. One of the conditions would be that the stadium was going forward and they approved that the airport site was the best location for the project and that they had reached an agreeable lease agreement with the consultant and the developer.

The project was a multi purpose sports area. She had worked with the developer to put together a team of professionals. The organization had been involved with these types of projects for a long time. Although, they were in the preliminary stages they thought the arena would have approximately 6,000 seats and would have two sheets of ice. They had talked to a franchise owner of a minor league hockey team. That team was a part of the deal. The league was the Western Professional Hockey League and its headquarters was in Phoenix, Arizona. They had considered a number of sites. They thought the site at Drake Field offered a lot of advantages to them. She hoped the money they were asking for tonight would help them nail down the best site. She cautioned that this was not a firm proposal and it was not a done deal. She thought one of the reasons to enter into the study would be to get some additional public input and to get some sound data that they could use to analyze whether or not this was the right thing for the city and the airport. And whether or not it was a good investment for the developers who were looking at approximately 15-20 million dollars of their money. They were looking for a way to figure out if this was a sound proposal. She stated the consultants have made it very clear to her that this facility would not be built in Fayetteville, if the facility did not have public support.

Drake Field is in excellent shape, however, it is not the same airport it was and they could not count on those revenues that they had received from the passenger or parking revenues from the past. The city's budget department had estimated that Drake Field was operating at a deficit of $310,000 per year. They had cut the staff, and the airport manager currently operates and maintains 600 acres with a staff of six, which was down from seventeen at this time last year. They had completed several improvement and new t-hangars. The money at the airport was in a self sustaining fund, which was called an enterprise fund, which meant that money that was made or lost in a particular fund stayed balanced within that fund. Currently they were paying their operating expenses from their fund balance. Without additional revenues coming into the fund the fund would continue to decline. One way they could make money was to use the parking lot which was an existing asset with 900 parking spaces.

There was an element of risk, there was no guarantee that the study would be successful. If it was not, the money would be lost. There were several stop gaps in the study process. On the other hand, if the project was feasible, the entire $200,000 would be returned to the airport fund. They would not get interest on the money but they would get the money back.

She explained if the project went forward, any leases which were made as part of this deal, the lease money and parking money would go back into the airport fund. They had devised a committee which would be working on aggressive marketing of the airport. They were going to promote Drake Field as an aviation and business friendly airport. It is their intention if this facility is to be located at Drake Field for it to co-exist with the existing facilities. It is also their intention that air traffic will come first. They are expecting this facility to complete air traffic and to maintain their airport identity. They would also have the opportunity to lease some terminal space to the facility, but only the part which was to the north and only the part which would benefit the project. The leases would also contribute to the airport's bottom line. The airport would keep any revenues at Drake Field.

They had also discussed with the developer the city's responsibility to preserve the flight path into the airport. They expected to install a portion of the facility below grade. They had also talked with Don Harris, FFA, regarding the installation of a facility like this one. This was an assembly occupancy. Before giving any entity a lease on the property, they would have a letter from the FFA for the type of facility. Right now they have been given a green light from the FFA.

In response to questions from Alderman Trumbo, Ms. Little stated the total cost was estimated to be $700,000. The developers would be paying the remainder of the cost, including QuesTec.

Alderman Austin asked if they would be able to attract any industry, investment or group to the airport site without an investment such as the feasibility study.

Ms. Little replied there was almost always incentive money. Drake Field already had great utilities and access. She had already been contacted by other property owners in south Fayetteville who were very excited to see this type of development go in this part of town. She thought there would be some major spin off affects, if they could locate this facility in this part of town.

Alderman Davis asked what would happen to the terminal building if this facility was built.

Ms. Little replied people would have to use the existing parking to get into the area. One of the things she thought they could do was use the center door then head north. This was the new part of the terminal. There was space available there for lease. She thought some of it could be used for lease space which could be related to the arena or other things. She did not think they were

ready to answer those questions. They could look at that in the study. They really did not know yet, but they would like to have some revenue. Leases on the property would need to go to the Airport Board.

Alderman Trumbo asked Mr. McCord if the business plan would be used as part of the bond process.

Mr. McCord stated there were two studies which would be used. One would be the developers study, which was being discussed tonight. There would also have to be an independent study by a national accounting firm such as Arthur Andersen. There were many different options on financing.

Alderman Trumbo stated it was his understanding that bonds floated through the Public Facility Board, the city was not liable on this type of financing . If the project were to fail, what would happen to the city's land?

Mr. McCord replied assuming bonds were used as the method of financing, there would be special obligation bonds. There was no potential recourse against the city or the facility board. Most likely there would be a mortgage on the facility site. If there were a payment default, there could be a foreclosure on that part of the airport site. It would be the bondholder or investor that would be out of the money.

Alderman Young questioned the mortgage on the land. He had assumed the city would own the land free and clear.

Mr. McCord stated this was such a preliminary stated he could not tell them the exact structure, but normally the site was mortgaged.

In response to questions from aldermen, Ms. Little stated the developer anticipated using the facility for other revenue generating events. No lease had been made. The city still had the ability to put any condition on the lease that they wanted. The developer knew that they would have to have other events for at lease 120 nights out of the year to make the project cash flow.

Alderman Davis noted they would only be using the facility for forty hockey games a year. They would have to use the facility for other activities such as concerts and shows.

Ms. Little introduced Mr. Joe Greaves VP of QuesTec, John Akerley Nustadia Development USA and Conrad Boychux with PBK Architects.

Mr. Joe Greaves, QuesTec, stated they believed that NW Arkansas would benefit by the facility. The community is blessed with a strong economy and strong corporate citizens. QuesTec is

charged with the responsibility and obligation of producing a feasibility study and business plan for the city. They needed to move quickly through the public process in order to be open for the hockey season next year. It was not their intent to force this project on the community. If the council and community are not behind this project, it will not go forward. QuesTec and its team of professionals will examine the market as well as produce a business plan. They are producing a business. They are not here to get paid as a consultant and then leave. They must live with their work. They are developing other projects in NW Arkansas. This is not the first one, nor will it be the last. They will operate as the engineer and construction manager for the project. The importance of the relationship is that QuesTec will guarantee a price and time frame for the project construction.

Mr. John Akerley, Nustadia, stated he had been impressed with the community. His vision is to provide a multi-use sports facility to the community. His group and affiliates have been developing this type of facility for some thirty odd years. They are currently working on eight or ten of these ventures in Canada and several other towns in the US. They have done others in the US. They have decided to focus on Middletown America and to move away from the larger cities to provide amenities and quality of life that the larger centers benefit from. They wanted to do so with two major differences than the major cities. They did not want to use tax dollars and they wanted to eliminate operating at a deficit. They want to construct and operate the arenas as viable businesses. Traditionally all of these buildings up to about five years ago, had been built with tax dollars and had been subsidized on a yearly basis. If he was going to invest in the community, he was going to need a return on the community. If he could not have a return on his investment, then he would not invest. He was convinced that he could make a profit in Fayetteville, because it was the eighth fastest growing community in the USA. If he could not do it here he may as well go home. They had a series of steps based on a sound financial formula. As they went through the feasibility study and business plan they would have periodic meetings. At each one of these meetings they would decide whether or not to go forward. If it was not going to work they would part. This would be a business approach. He wanted them to realize if this project worked, they would be married for thirty years. He intended to operate the building. If they could not afford to be friends he would go home as a friend. To be successful the development required three major conditions: the public must want it (corporate and individual), city council must support it , and it has to be a viable business. It had to be self-sustaining. He wanted to share the profit with the city. They would like to have the project up and running for the fall of 2001, for the beginning of the hockey season. He introduced Mr. Conrad Boychux, project architect, to give them an overview of the project.

Mr. Conrad Boychux, PBK Architect, stated he had been in the business of creation of facilities for twenty-five years. This is a growing community and is a good place to do business. He was before them as a design architect, without a design to show them. This was not the usual way he operated, but he wanted to talk about the design philosophy they used to create the facilities. He presented floor plans of a building for a community. This is a multi-purpose sports and

entertainment facility. This building has to be a dynamic self-sustaining building. Hockey will only be one aspect of the building. There is a wide range of diversity for which the building could be used from different sports to boat shows. There is a great deal of expertise required to handle the versatility. A typical section of the facility contained at the bottom level, the ice level has the dressing rooms. The general public is not down at that level. It is normally sunken into the ground so the public could enter the building one level above. Except when there is a concert in the building, then there will be people at that level. People will enter the building on the next level, the main concourse. The Walton Arena was a good example of how that worked. The concourse will have access to the seating, restrooms, and concessions. One level up will be the private suite or premium level. He stated they are committed to maximizing the flexibility of the building so that the architecture never gets in the way of the operator and brings as much diversity and entertainment into the community as possible.

Alderman Trumbo asked Mr. Boychux how many he had personally worked on.

Mr. Boychux replied in terms of those actually constructed, fifteen. They had six or seven that did not go ahead. In addition to ice facility, which did not have the same level of spectator capacity, probably about thirty to thirty-five.

Alderman Davis asked if they were going to have 120 events, what percentage of occupancy would they have to have to make it successful.

Mr. Akerley stated they tried to be conservative when they did their estimates. They did not know the exact number now. Their market study would determine that. They were looking for an average attendance of four thousand per event. They would be able to answer those questions more accurately at the end of the study.

In response to questions from Alderman Davis, Mr. Akerley, stated they had an arena in Witchita Kansas. The arena had been financed by the city with a bond issue. It basically was a recreational area with three ice pads, rather than spectator area. One of the ice pads was an olympic size pad with seven hundred seats. With the proposed plan for Fayetteville, he would have two ice pads. With two pads, he would get additional conventional and trade show space and could use different sports. It also allowed him to have tournaments.

Mr. Davis asked if he had a copy of a feasibility study they had done for another location. He questioned what the product was.

Mr. Akerley replied he did and he would not give one to them because it was confidential, until these things became public. He had three copies of studies. One done by them and two done by other well known firms. He recognized the fact their numbers would have to be reviewed when they went for financing. The difference between his numbers and the other firms numbers was

that he had to live by his numbers for a very long time and the others did not.

In response to questions from Alderman Davis, Mr. Boychux stated they were looking at approximately 60-65 feet in height of the arena. He thought most of the hangars in the area would be taller than their building. The preferred way to do it was to bring the audience into the building at ground level. The best way to do that is to put the building 13-14 feet into the ground. Even if the ground would not allow them to go down very far he did not believe it would be an issue in terms of the flight patterns.

Alderman Austin asked if the feasibility study would only focus on this site or would there be other sites.

Ms. Little stated they would look at other sites, but the airport site offered so many advantages. They did have investors who were looking for the greatest return on their investments. In other locations, the land for the arena have been a gift. The developers had made it very clear that public support was vital, so there would be a lot of public input.

Alderman Trumbo asked what type of control would there be on what was being shown in that facility or would there be any.

Ms. Little stated they had not talked very much about that. One way the lease could work would be for the land to be leased to the Public Facility Board. The Public Facility Board would lease to the management of the facility and at that point there could be a provision that each event be approved by one or other of those bodies. She thought this was a way to address that. It was something they needed to keep in mind with their lease agreement.

Alderman Trumbo asked if they were going to serve alcoholic beverages in the facility.

Ms. Little replied they were planned to be served. She reminded them that they had served alcoholic beverages in the terminal before when it operated as an airport. It was one of the revenue streams for the facility.

Alderman Russell asked if there would be a feasibility study done by a firm without a financial interest.

Ms. Little stated they had revised the agreement and had added a feasibility by another firm.

Alderman Santos stated it sounded too good to be true. He thought there should be some public input. He suggested it be left on the first reading to allow time for more public input. He stated he was opposed to waiving the competitive bidding for the study.

Alderman Daniel stated she thought it needed to be moved. She stated she was willing to take the responsibility for voting on it. The A&P commission had met on Monday, and there had been no objections. They thought it was a positive thing. She asked how a delay would affect the project.

Ms. Little replied they had been working on this for about six months. The developer was wanting to have the first hockey game next fall. They were ready to move forward. She added the people had come from Columbia, Missouri; Phoenix, Arizona and Canada.

Mr. Greaves stated they were not looking for money from the public for the development of the arena. They were asking the city to keep up with their aggressive business plan. They intended to share this project with the community. 2001 is coming quickly and they need to get started.

Alderman Trumbo noted the council spent $125,000 on the library for them to do their study. This was different in his mind because it was a municipal owned airport which was losing $300,000 per year. He thought they needed to try and pursue this. He thought they were up to approximately a million dollars on the wastewater facility plan. There is a cost to doing business.

Alderman Davis stated they were going to become more aggressive in the marketing of the airport.

In response to questions, Ms. Little stated Barn Hill Arena was not used often because it was not large enough to attract the size of crowds the artist wish to attract. Mr. Akerly made them aware that because their company was so large there was a way to schedule with the artist so that events could be scheduled in Fayetteville because it was part of a package. She had verified this with the industry in Nashville.

Alderman Austin asked what the $200,000 would mean to them.

Mr. Greaves stated it would mean that the community was behind them. They would not have ownership of the facility. They were involved in the engineering and design of the facility should it go forward.

In response to questions from aldermen, Mr. Akerly stated he was not in the business of feasibility studies. He was in business. He was not asking the council to pay him money to do a study. He was asking them to form a venture with him to execute the project. If the project was a no go, the study would be theirs. The city would get what he got.

Ms. Sandy Walker, an area resident, presented information on their hockey league. They were very excited about the possibility of the arena. She was concerned that they would not see

anything this progressive in Fayetteville. There were many families in the area interested in hockey. Many of them traveled to Tulsa and little Rock to participate in these games. She stated she would like to see the money kept here. With a facility like this they could keep their kids at home and bring other people here.

Mr. Randy Zurcher, an area resident, asked why the citizens should pay for a feasibility study for private development. He also asked how this would enhance the quality of life in south Fayetteville. He asked if some of the profit could be used for community development within the city. He asked them to hold public hearings.

Ms. Little stated she was not in a position to recommend leasing the property. She thought it was worth it to the city to get some better answers and data to answer those questions. Life around Drake Field was not the same as it had been a year ago. This project would be a catalyst for things that needed to happen in south Fayetteville. She thought it would also be good for Drake Field. She did not know if they could put some of the money into a community fund.

Don Grimes, an area resident, thought if they were to open this facility, that there would be people pouring into the south of Fayetteville. He thought this was the best thing that could happen to south Fayetteville. It would be a dream come true. He thought the $200,000 was a minimal investment.

Mr. Charles Wallas, Airport Board, stated he was an advocate for a strong airport. He hoped the project was as positive as it appeared, but was moving too quickly. He questioned the affect the project would have on the airport and where the profits would go. He stressed the importance of a strong airport.

Mr. Dan Coody, an area resident, stated he was not opposed to the idea of an ice arena, but questioned the location of the facility and suggested moving closer to the center of town to make it more accessible to students.

Ms. Little replied they expected to add additional parking. The cost would be borne by the developer. They were hoping to utilize some of the public transit.

Ms. McKinney, an area resident, stated she was opposed to an ice arena on Drake Field. She asked if the pilots wanted the arena. She urged others to call their aldermen and let the decision of the council be the public's decision rather than their own personal decision.

Mr. Kenneth Shawso, a business owner at airport, stated Fayetteville needed to progress and they needed a good plan to do this. He thought the arena was a good thing, but did not want to see general aviation suffer for it. He suggested making more improvements to the airport to help market it.

Ms. Cramer, an area resident, asked if there would ever be passenger facilities again.

Alderman Russell thought it might be a possibility in the next thirty years.

Alderman Trumbo stated they wanted to keep the facility nice and well kept in hopes in bringing some passenger aircrafts back.

Mr. Cary Arsaga, an area resident, saw that there were a lot of advantages to the arena. Most aviation airports seemed to operate at a financial loss. He thought this could be a good revenue generator for the airport. A hockey arena had the ability to attracting more businesses to the area. He thought it could enhance the chances of attracting aviation. He noted the excellent access to the airport and it would not be dumping traffic into already congested areas in Fayetteville. An arena was a type of building that was already at the airport. It would build an asset on the south side of town. It was also the type of facility that could complement the Town Center by providing a larger show place. He was surprised at the wide support for a hockey arena. There was support for the facility. He thought it was a good facility to go ahead with. He was in favor of spending the money for the feasibility study.

Mr. Rick McKinney, an area resident, stated he did not represent the airport board tonight. He questioned if Drake Field was the best location for the arena. He did not believe the airport had been marketed to it fullest extent. He expressed concern about spending the money out of the airport fund. He asked them to use some money out of the general fund. He asked the council to move forward slowly to think about how it will affect the airport.

Mr. Jeff Erf, an area resident, asked if they approved this tonight, if it would come before the council again.

The aldermen replied it would come back before them with the lease agreement.

Mr. Erf noted the Chamber of Commerce was not present tonight and wondered if they had been consulted and if they were in support of the arena.

Alderman Davis stated he had attended a meeting at the Chamber last week and no one had objected to the arena.

Alderman Reynolds suggested using $100,000 from general fund and $100,000 from the airport fund.

Mayor Hanna thought it would complicate things more. He stated they were committed to making Drake Field into a general aviation airport. If this did not work out they were going to get down to supporting them. He had not been involved in the early stages of this. No one had

ever wanted to neglect Drake Field. He thought they had a project that was going to go and the city would be reimbursed.

Alderman Austin moved to suspend the rules and move to the second reading. Alderman Trumbo seconded the motion.

Alderman Young noted there was another part to the request and that was changing the Facility Board. He thought that was more important than the arena. He questioned funding private development.

Mr. Rose responded the ordinance before them to change the purpose of the board contained two provisions. One was for the recreation and tourist facility and the other was for residential apartments for persons of low income. It was allowed by the statute for the purpose of the facility board. They were not limited to non-profit organizations unless the council chose to make them that way. There was a Greensfields Common Apartment complex that was what it was about. It would be used to fund low and moderate income housing. It was legal to do something. He explained this was only one method of financing. The actual method of financing had not been selected. It was up to the developer. This was the only way in which it could be done. He was trying to distance the City of Fayetteville as much as possible from any bond issue or any possibility of risk or loss. He intended to do this by limiting the city's liability for any proposed bond issue, thru the Public Facility Board. It was a statutory and independent board set up by statute and authorized by the City Council. Once they were set up they were responsible for their own action. He read the statute regarding the Public Facility Board. The way it was structured now, the only thing the city had at risk was the $200,000 they were being asked to offer and the possibility of the lease of some land at the airport. That was their total risk.
Alderman Davis noted this was similar to the way Butterfield Trail Village was developed.

Alderman Russell stated there was overwhelming support for the multi-purpose arena. He hoped they would stay in Fayetteville, however, there was some division on whether to use the airport. He questioned the possibility of Drake Field ever being a passenger facility again.

Mr. Dale Frederick, Airport Manager, stated the project would not impact present operations or any forecasted operations. What he knew about the project today, it would not impact the air traffic.

Upon roll call the motion failed by a vote of 5-3-0. Young, Santos, and Russell voting nay.

ORDINANCES WERE LEFT ON THE FIRST READING.

MALLY WAGNON ROAD
An ordinance approving a cost share and bid waiver in the amount of $26,380.00 with James Martin for the cost difference to construct a two inch water line and an eight inch water line along Mally Wagnon Road.

Mr. Rose read the ordinance for the first time.

Alderman Austin moved to suspend the rules and move 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 Davis stated he thought it was a good investment for the city to install an eight inch rather than a two inch. He stated he would make the same comment on the next item.

Alderman Santos added it was an investment in future profits of developers. Both were good examples of why they needed an impact fee ordinance. When the future developer came in he would have to pay for his fair share of the infrastructure.

Mayor Hanna stated it would accomplish something they needed now. It would increase the water pressure there now, which would help fire fighting capabilities of already developed areas.

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

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

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

ORDINANCE 4224 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SUMMERSBY SUBDIVISION
An ordinance approving a cost share and bid waiver in the amount of $33,205.00 with Mark Foster and J.B. Hayes, the developers of the Summersby Subdivision, for the cost difference to construct an eight inch water line and twelve inch waterline within this development.

Mr. Rose read the ordinance for the first time.

Alderman Austin moved to suspend the rules and move to the second reading. Alderman Russell 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 Young 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.

ORDINANCE 4225 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SIGN ORDINANCE
An ordinance amending Chapter 151 of the Code of Fayetteville to define and provide for the regulation of monument signs; and define and clarify the use of joint identification and area signs.

Mr. Rose read the ordinance for first time.

Alderman Austin stated the ordinance had been before the Ordinance Review Committee and they had unanimously approved it for recommendation.

Alderman Santos stated it was an incentive for people to use monument signs rather than pole. They were exchanging size for type. They were going to let them have larger signs if they would make it a monument sign on the ground rather than a pole sign.

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

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

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

ORDINANCE 4226 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SOLID WASTE EXTRA TRASH BAGS
A resolution requesting the Director of the Solid Waste Division to consider the possibility that citizen will not have used their full allotment of 104 - 30 gallon trash bags in his proposed revision of solid waste collection structure for the year 2001.

Alderman Russell stated his point with the resolution was to make people aware that they were considering a financial incentive for citizens who have used less than their allotted amount. He wanted citizens to be advised to use their bags wisely.

Alderman Santos stated he would like to table this item. He stated the Environmental Concerns Committee would be discussing it in March.

Mayor Hanna thought the Environmental Concerns Committee needed to have a public hearing after the program had been in affect for six months.

Alderman Santos moved to table the resolution. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

THE ITEM WAS TABLED.

Meeting adjourned at 8:35 p.m.

STAFF REVIEW FORM

XXX AGENDA REQUEST
XXX CONTRACT REVIEW
____ GRANT REVIEW

For the City Council meeting of: March 7, 2000

FROM:

David Jurgens	Water/Sewer	Public Works
Name	Division	Department

ACTION REQUIRED: Mayor approve the attached construction contract with Kim Construction, Inc., for Sanitary Sewer Manhole Rehabilition, Illinois Basin 6-9 and 16, and White River Minisystem 9A, in the amount of $937,705, and approve a 5% contingency of $46,885.

COST TO CITY:

$ 984,590	$1,553,000	Sewer Rehabilitation
Cost of this request	Project Budget	Project Name
5400-5700-5815.00	$ 0	Sewer Mains Const
Account Number	Funds used to date	Program Name
96012-8420	$1,553,000	Water and Sewer
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XXX Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**_____

Emma Bailey for Marilyn Crabner 2/15/00
Accounting Manager — Date

ADA Coordinator — Date

2/16/00
City Attorney — Date

Yolanda Fields 2-15-00
Internal Auditor — Date

P Vice PR 2-17-00
Purchasing Officer — Date

STAFF RECOMMENDATION: Approve change orders as stated above.

2/14/00
Division Head — Date

Cross Reference:

2-18-00
Department Director — Date

New Item: Yes ~~No~~

2-18-00
Administrative Services Director — Date

Previous Ord/Res #:_____

2/18/00
Mayor — Date

Orig Contract Date: _____

DJ\REHAB-SW\BAS16301.WPD

Description: Construction contract, sewer rehabilitation, Kim Construction .

Comments: Reference Comments:

Budget Coordinator:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville Mayor and City Council

Thru: Charlie Venable, Public Works Director

Thru: Don Bunn, Assistant Public Works Director

From: David Jurgens, Water/Sewer

Date: February 9, 2000

Subject: Agenda Request- March 7 Council Meeting, Construction Contract, Illinois River Basin 16 and the Hyland Park Area Sewer Manhole Rehabilitation, Kim Construction, Inc

1. Background. The sewer system which flows to the Old Wire Road lift station (at the intersection of Old Wire and Highway 265) requires significant rehabilitation in order to reduce inflow and infiltration in the sewer system and thus eliminate the overflow at the Old Wire Road lift station. This project is designed to reduce the extraneous I/I and upgrade the system's capacity so that it can carry the required volume of water. The area to be rehabilitated is all of those areas tributary by gravity to the Old Wire lift station, including the hill behind Root School (Illinois River Basin 16), and the Hyland Park area, all shown on the attached map. Under very heavy rains, we experience recurring overflows at five manholes and one pump station in this area.

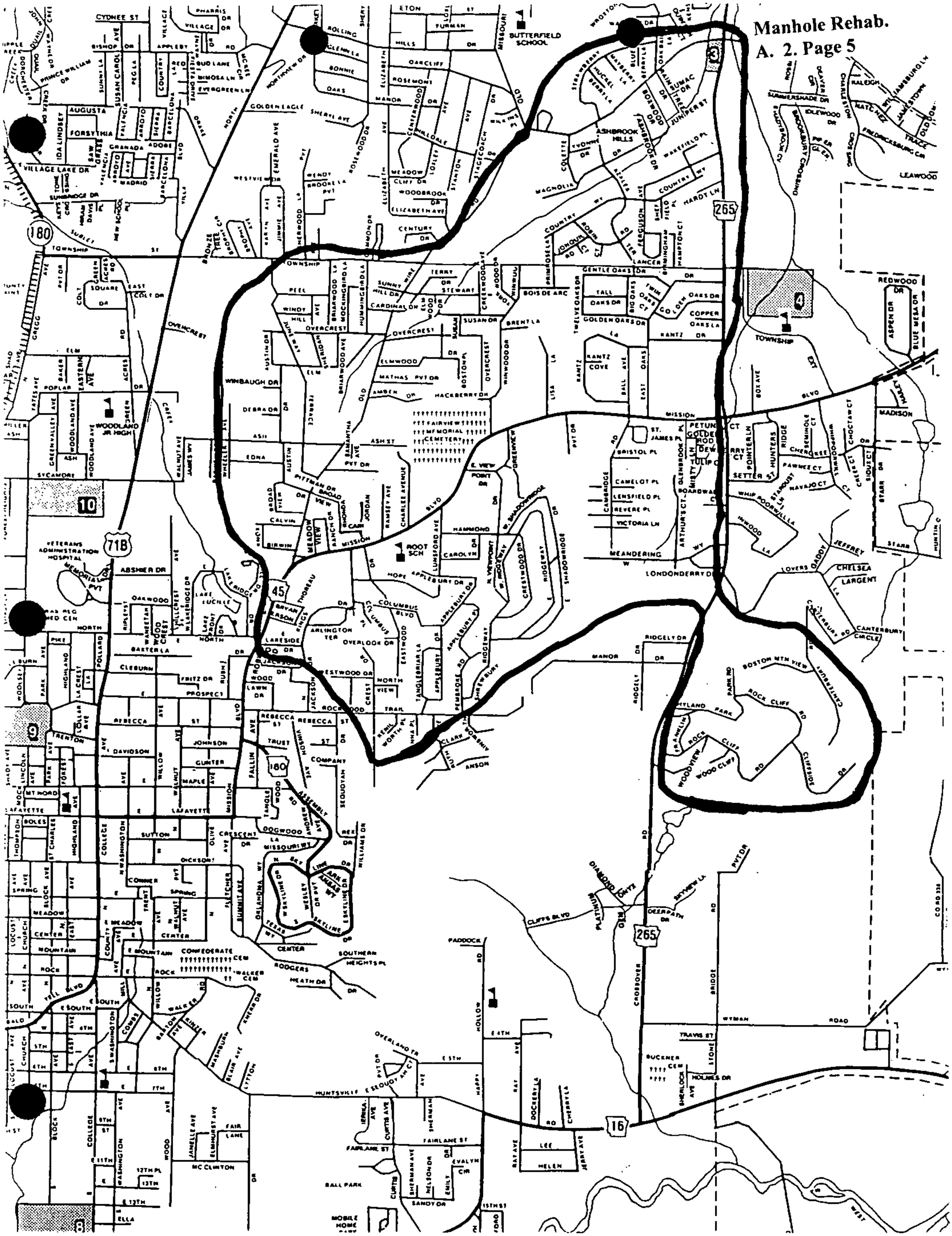
2. Project Description. This is the first of three sewer rehabilitation construction projects in this area, and involves manholes only. The later projects will bid later this year, and will involve sewer line replacement and repair. The work on this project consists of rehabilitating 702 manhole covers and frames, interior coating approximately 150 manholes, sealing 741 manhole frames and grade adjustments, and removal and replacement of 26 manholes.

3. Bid. Bids were opened on February 1. Three bids were received, but only the bid from Kim Construction was opened. The other bids, from F. D. Shay and Enviro Remediation, were unopened as they did not state their Arkansas State Contractor's license on the outside of the envelope. Although Kim's was the only responsive bid, theirs is a very good bid and they are a very good firm which has completed several very successful projects for us in the past. The bid is 1% above the engineer's estimate of $924,800for this project. The engineer has recommended we award this contract.

4. Budgeting. The sewer rehabilitation project is in the 2000 Capital Improvements Plan (page 153) and is funded by Water and Sewer funds. Budget details are identified on the attached agenda request.

5. Staff Recommendation. The Staff recommends award of the construction contract to Kim Construction, Inc., in the amount of $937,705, and approve a 5% contingency of $46,885, for a total cost of $984,590.

Enclosures:
Project Area Map
Engineer's Recommendation Letter
Proposed Contract


Manhole Rehab.
A. 2. Page 5
BUTTERFIELD SCHOOL
VILLAGE LAKE DR
WOODLAND JR HIGH
VETERANS ADMINISTRATION HOSPITAL
ROOT SCH
CEMETERY
CONFEDERATE CEM
WALKER CEM
BUCKNER CEM
MOBILE HOME
BALL PARK
TOWNSHIP
LEAWOOD
ASHBROOK HILLS
265
180
71B
45
16
10
9
4
3

RJN GROUP, INC.
Engineering and Information Technology Services
An Employee-Owned Firm

February 7, 2000

Mr. David Jurgens
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Subject: Sanitary Sewer Manhole Rehabilitation
Illinois River Watershed Basins 6, 7, 8, 9, 16 and
White River Watershed Mini System 9A

Dear Mr. Jurgens:

Bids for the subject project were received on February 1, 2000. Bids were received from one qualified bidder as follows:

Bidder	Bid Amount
Kim Construction Co., Inc.	$937,705.00

A copy of the bid tabulation is enclosed.

Additional bids were received from Enviro Remediation and F.D. Shay Contractors. However, these bids were not opened due to the Contractor's Arkansas license number missing from the outside of the bid envelope.

Kim Construction Co., Inc. is qualified to complete this work for the City of Fayetteville. We have checked references for similar work completed by this contractor over the last two years, and found that their work has been very satisfactory.

We recommend that this contract be awarded to Kim Construction Co., Inc.. Please contact us if you have any questions.

Very truly yours,

RJN GROUP, INC.

Hugh M Kelso

Hugh M. Kelso
Regional Vice President

HMK/kb/1552

12160 Abrams Road, Suite 206 • Dallas, Texas 75243
Phone (972) 437-4300 • FAX (972) 437-2707

RJN GROUP

CITY OF FAYETTEVILLE, ARKANSAS
SANITARY SEWER MANHOLE REHABILITATION
MANHOLE REHABILITATION - BASIN I6, I7, I8, I9, I16, AND W9A

BID OPENING: FEBRUARY 1, 2000	KIM CONSTRUCTION	

ITEM		QUANT	UNIT	DESCRIPTION OF ITEM	UNIT	TOTAL
				MANHOLE REHABILITATION		
1		699	EA	Replace Manhole Frame & Cover (Mater. Only)	150.00	$104,850.00
2		145	EA	Paved Frame & Grade Adj Sealing	650.00	$94,250.00
3		599	EA	NonPaved Frame & Grade Adj Sealing	500	$299,500.00
4		750	VF	Concrete Manhole Grade Adjustments (Mater. Only)	1	$750.00
5		10	EA	Replace Manhole Flattop	500.00	$5,000.00
6		150	VF	Pressure Grout Manhole	65	$9,750.00
7		295	EA	Interior Manhole Coating	540	$159,300.00
8		37	EA	Interior Manhole Coating with Epoxy Based Material	1,200	$44,400.00
9		320	EA	Pressure Grout Pipe Seals & Lower 18" of Manhole	235	$75,200.00
10		21	EA	48" Diameter Standard Sanitary Manhole 4'-6' Deep	3,000	$63,000.00
11		14	VF	48" Diameter Standard Sanitary Manhole Additional Depth	300	$4,200.00
12		6	EA	Shallow Manhole Replacement <4' Deep	2,500	$15,000.00
13		24	VF	Partial Manhole Replacement	400	$9,600.00
14		30	EA	Replace Manhole Bench & Trough	400	$12,000.00
15		240	LF	Trench Safety System	10	$2,400.00
16		1	LS	Video Documentation	1,500.00	$1,500.00
17		8	EA	Install Bolts for Bolt Down Covers (Per EA Cover)	10	$80.00
18		4	CY	Trench Foundation Material	50.00	$200.00
19		375	EA	Furnish & Install Watertight Insert	40.00	$15,000.00
20		100	LF	Add Pipe 6" to 15" Comp/ Paved & NonPaved	200.00	$20,000.00
21		11	EA	Backfill Density Testing	75	$825.00
22		6	CY	Rock Excavation	150	$900.00
						$937,705.00

TOTAL **$937,705.00**

ENGINEER'S OPINION OF PROBABLE COST : $1,140,754

BY: _____
Hugh M. Kelso, Regional Vice President

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.: 00-60

Date: 2/18/00

P.O. Number:

Expected Delivery Date:

Manhole Rehab.
A. 2. Page 8

Vendor #: 3956

Vendor Name: Kim Construction Inc

Mail: Yes ____ No ____

Address:

FOB Point:

Taxable: Yes ____ No ____

City:

State:

Zip:

Ship To Code:

Division Head Approval:

Requester: Paul Mitchell

*Requester's Employee#: 206

Extension: 387

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
	Manhole Rehab. Illinois Basin 6-9 & 16	1	Job	—	937,705	5400 5700 5815.00	96012-8420		
	White River Min. System 9A								
	SHIPPING/HANDLING								

Special Instructions:

Subtotal: 937,705

Tax:

TOTAL:

Approvals: (for purchasing office use only)

Mayor:

Department Director:

Purchasing Manager:

Admin. Service Director:

Budget Coordinator:

Data Processing Mgr:

02/18/2000 09:12AM FROM WATER & SEWER DIVISION TO 5105744 P.01

CITY OF FAYETTEVILLE, ARKANSAS

AGREEMENT

SANITARY SEWER MANHOLE REHABILITATION
ILLINOIS RIVER WATERSHED
BASINS 6, 7, 8, 9, 16, AND
WHITE RIVER WATERSHED
MINI SYSTEM 9A

THIS AGREEMENT, made this _____ day of _____, 2000, by and between the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called the Owner, and _____ hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Bids for all the work and improvements for the doing of all things included within the hereinafter specified **Sanitary Sewer Manhole Rehabilitation Illinois River Watershed, Basins 6, 7, 8, 9, 16, and White River Watershed, Mini System 9A.**

WHEREAS, the Owner did on the _____ day of _____, 2000 find that the Contractor was the lowest responsive, responsible Bidder for the hereinafter specified work and did award the Contractor a Contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

The Contractor agrees, at his own cost and expense, to do all the work and to furnish all the labor, materials, equipment and other property necessary to do, construct, install and complete all the works and improvements included in **Sanitary Sewer Manhole Rehabilitation, Illinois River Watershed, Basins 6, 7, 8, 9, 16, and White River Watershed, Mini System 9A.** All in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents and any addenda for said work, and to do, at his own cost and expense, all other things required of the Contractor by said Contract Documents for said work.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents are defined in the General Conditions.

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the attached contract unit prices and/or lump sum prices as full compensation for furnishing all materials and equipment for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them, also for any and all things required by the Contract Documents.

ARTICLE IV - LIQUIDATED DAMAGES OR ACTUAL DAMAGES AND EXCESS ENGINEERING COSTS

The Contractor shall, and agrees to, pay to excess engineering as described in the General Conditions.

The Contractor shall, and agrees to, pay for liquidated damages or actual damages if the Contractor fails to complete the project within the specified time in accordance with the General Conditions.

ARTICLE V - STARTING AND COMPLETION

The Contractor agrees to commence work under this Agreement within ten calendar days of receipt of written Notice to Proceed and to complete all work included in this Contract to the point of substantial completion no later than **180 Calendar Days from the date of Notice to Proceed.** The contractor further agrees to complete all work to the point of final acceptance by the Owner no later than **210 Calendar Days from the date of Notice to Proceed.**

The Contractor shall, and agrees to, furnish and deliver to the Owner, the Faithful Performance Bond, the Contractor's Labor and Material Bond, the Maintenance Bond and the insurance certificates and policies of insurance required of him by provisions of the Contract Documents, and to do, prior to starting work, all other things which are required of him by the Contract Documents as a prerequisite of starting work.

ARTICLE VI - PAYMENTS TO CONTRACTOR

The Owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do all the work, and do all other things hereinabove contained or referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the convenants herein contained.

There shall be no measurement or separate payment for any items not listed and all costs pertaining thereto shall be included in the Contract unit prices for other items listed.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in three original counterparts the day and year first above written.

(SEAL)

_____

(Contractor)

Attest: _____ By _____

Name _____ Name _____
(please type) (please type)

Title _____ Title _____

(SEAL)
CITY OF FAYETTEVILLE, AR

Attest: _____ By _____

Name _____ Name _____
(please type) (please type)

Title _____ Title _____

CITY OF FAYETTEVILLE

BID ATTENDANCE SHEET

BID NO. 2000-19

COMMODITY Sanitary Sewer Manhole Rehab

DATE: 2/1/00

TIME: 2:00 PM

	NAME	COMPANY	TITLE
1.	DAVID JURGENS	CITY OF FAYETTEVILLE	W/S MAINT SUPT
2.	Rodney Ussery	Hughes Supply	Sales
3.	Hugh Helm	RJN	manager
4.	Charlie Alison	The Morning News	
5.	Larry Vallow	Kim Const	
6.	KIM VALLOW	KIM CONST.	
7.	[illegible]	Strong Seal	SALES
8.	Scott Mastell	Strong Seal	SALES
9.	R Williams	City of Fay	Pur Tech
10.	Alice	City of Fayetteville	Pur Mgr.
11.			
12.			

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
____ GRANT REVIEW
For the Fayetteville City Council meeting of March 7, 2000

FROM:

Dale Frederick	Airport	General GMT.
Name	Division	Department

ACTION REQUIRED: Request review and approval of a contract with McClelland Consulting Engineers, Inc. for engineering services for the Capital Improvement Program projects at the Airport for the term of one year extendable by contract amendment not to exceed three years. This contract covers the general terms and scope of projects, but not specific prices. Cost will be negotiated before each project to be engineered at the Airport, and a task order will be generated which will require staff review. All task orders in excess of $20,000.00 will require City Council approval.

COST TO CITY:

$ Unknown	$ 122,935.00	Profession Services
Cost of this Request	Category/Project Budget	Category/Project Name
5550-3960-5314.00	$ 13,432.00	Capital
Account Number	Funds used to date	Program Name
	$ 109,503.00	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager	Date 2/11/00
City Attorney	Date 2/14/00
Purchasing Officer	Date 2-11-00

GRANTING AGENCY: _____

ADA Coordinator	Date
Yolanda Fields	Date 2-11-00
Internal Auditor	Date

STAFF RECOMMENDATION: **Airport staff recommends approval.**

Division Head	Date 2-10-00
Department Director	Date
Administrative Services Director	Date 2-10-00
Mayor	Date 2/14/00

Cross Reference

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

STAFF REVIEW FORM

Description:

Meeting Date: MARCH 7, 2000

Approval of a contract with McClelland Consulting Engineers for engineering services for one year with extensions not to exceed three years.

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

FAYETTEVILLE

AIRPORT DEPARTMENT
THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor

FROM: Dale Frederick, Airport Manager

DATE: FEBRUARY 10, 2000

SUBJECT: APPROVAL OF CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS FOR AIRPORT CAPITAL IMPROVEMENT PROJECTS

As per City of Fayetteville's policy, a Professional Selection Committee met on July 27, 1999, and recommended McClelland Consulting Engineers, Inc. as the firm to provide engineering services at the Airport. The City Engineering Department has analyzed the contract and concurs that the contract does generally follow the City's required engineering contract form. The Federal Aviation Administration's (FAA) representative, Don Harris, confirmed orally that the contract appears to be in order and allows for FAA requirements.

This contract is for engineering for Capital Improvements at the Airport as described. As services are needed and before the projects are begun, the engineer will negotiate a complete and mutual understanding of the scope of the services to be provided and a cost determination. An individual task order will be generated for each project defining not to exceed costs. These task orders will require staff review and all task orders in excess of $20,000.00 will require City Council approval.

At their October 7, 1999, meeting, the Airport Board approved McClelland Consulting Engineers, Inc. as recommended by the Professional Selection Committee. This contract is for one year from the time of formal execution and extendable by contract amendment for no more than three years. The Airport Staff recommends the approval of this contract with McClelland Consulting Engineers. Inc.

Attachments: Contract Review Form
3 Original Copies of Agreement for Engineering Services

4500 SOUTH SCHOOL AVENUE, SUITE F • AIRPORT TERMINAL BUILDING • FAYETTEVILLE, AR 72701
PHONE 501-718-7640 Ext. 5 • FAX 501-718-7646

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 McClelland Consulting Engineers, Inc. with offices in Fayetteville, Arkansas, hereinafter called the "ENGINEER", is intended to endure for a minimum period of one year from the time of its formal execution, extendable by contract amendment to not more than three years.

WITNESSETH:

Whereas, the OWNER is planning to effect improvements to Drake Field, Fayetteville's municipal airport; 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 various projects 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 projects 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 PROJECTS

The services provided by the ENGINEER are anticipated to include but not necessarily be limited to studies, investigations, reports, funding applications, design services, preparation of construction drawings and specifications, bidding services, and engineering services during construction related to:

- Extension of Lancaster Drive.
- Additional T-Hangar Unit Expansion(s).
- Turf Runway.
- T-Hangar Expansion (single engine).
- Maintenance and Rehabilitation of Pavements.
- East Side Parallel Taxiway.
- Individual Hangar(s).
- High Intensity Runway Lights.
- Airfield Marking.
- Corporate Hangar(s).

These services, when requested by the OWNER, will be described in specific Task Orders

to this AGREEMENT FOR ENGINEERING SERVICES.

SECTION III – INFORMATION & SERVICES

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

SECTION IV - SERVICES TO BE FURNISHED BY THE ENGINEER

The ENGINEER will provide the preliminary study, design, construction administration, and construction inspection services necessary to complete the following tasks under this Contract.

A. Develop a schedule for each project upon the receipt of the notice to prepare a Task Order for each project.

B. Attend preliminary conferences alone or with OWNER representative, local officials, State and Federal agencies, utility companies and others regarding the proposed project, its general design, functions and impact.

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

D. Provide all field survey data from field work for designing the project and this shall be tied to the "OWNER'S" GPS control network.

E. Obtain, interpret and evaluate geotechnical data for pavement design and embankment stability.

F. Conduct preliminary design and prepare preliminary construction limits, required right of way, ownership map, perform all needed stability analyses, design of detours where needed, and preparation of maintenance of traffic plans detailing

needed signing and striping during construction, as well as for permanent application after the completion of street construction.

G. 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.

H. Furnish plans to all utility companies affected by the project and shall conduct a coordination meeting among all affected utility companies to enable them to develop utility agreements regarding any necessary utility relocations.

I. Prepare Contract Documents (Plans, Specifications, and Estimates). These documents shall be in accordance with sound engineering principles. The ENGINEER shall coordinate closely with the FAA's Airports Development Office to provide copies of the Plans and Specifications and cost estimates for review as required by the FAA. When projects are FAA-funded, detailed Specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10, or other appropriate standards approved for use by the FAA. The ENGINEER will obtain a specimen copy of the General Provisions and applicable prevailing wage rates from the FAA and the Arkansas Department of Labor for incorporation into the Specifications for the proposed project.

J. Assist the OWNER in advertising, answering bid questions, receiving of bids on the various phases of work, evaluating bids received, recommending award of bids, and award of construction contracts.

K. Establish benchmarks for elevation control and tie layout work to Fayetteville's GPS and provide centerline construction reference points/alignment at all PCs, PTs, and

at 4 POTs for the proposed roadway.

L. Provide construction administration during the construction process including attending pre-construction conferences, visiting the site at least once per month, reviewing Shop Drawings and samples, assisting with Change Orders, preparing monthly Contractor Pay Estimates, and preparing final "Record Drawings".

M. Provide construction inspection on either a full time or an as-needed basis during construction as required by each Task Order.

The projects will be designed and constructed to meet local standards in accordance with the OWNER'S adopted criteria. Street designs shall be based on Standard Specifications for Highway Construction Edition 1996 of the AHTD and latest special provisions and City of Fayetteville Specifications except that metric units will not be used. The design concept with regard to street alignment, pavement section, geometrics, detours, right-of-way, and utility relocation shall be submitted by the ENGINEER and approved by the OWNER prior to beginning design work.

SECTION V - COORDINATION WITH OWNER

As each Task Order is developed and approved the scope of engineering services and fees will be finalized. The ENGINEER shall hold conferences throughout the design of the project with representatives of the OWNER to the end that the design, as perfected, shall have full benefit of the OWNER'S knowledge and be consistent with the current policies and construction practices of the OWNER. The OWNER reserves the right to accept or reject any or all plans, 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 office.

SECTION VII - PRELIMINARY SUBMISSION

The ENGINEER shall submit three (3) sets of preliminary plans for each submittal at 35%, 65%, and 95%, and meet with the OWNER'S staff following each submittal.

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. The originals of all drawings, specifications and contract documents. All design drawings on magnetic media shall be submitted on disks compatible with AutoCAD Release 14 software.

C. The estimated cost of construction and a detailed estimate of time in calendar days required for completion of the contract.

D. Three (3) copies of the final plans for OWNER'S use.

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 inspection services to determine whether the Contractor has met the requirements of the design plans and Specifications. The ENGINEER shall review the Contractor's 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

Prior to entering into fee negotiations, the OWNER shall approve selection of all subconsultants to the ENGINEER. The OWNER reserves the right to reject without prejudice at his discretion the ENGINEER'S selection of firms for any subcontracted tasks.

SECTION XI - TIME OF BEGINNING AND COMPLETION

The ENGINEER shall begin work under each separate Task Order within ten (10) days of notice to proceed and shall complete the plans for the construction contract within the time stipulated in each respective Task Order.

The stipulated completion time in each Task Order shall be predicated upon the fact that the

OWNER will promptly provide all pertinent requested information in its possession, and will conduct reviews/approvals of interim work in an expeditious manner (5 working days per submittal).

SECTION XII - FEES AND PAYMENTS

A. Title I Services (Engineering Planning and Design Services Preceding Construction).

The ENGINEER shall provide, as enumerated individually in each respective Task Order, application for funding, engineering study, surveying, geotechnical investigation, design, bidding, and easement preparation services for a specifically stated cost-plus-fixed payment.

Each Task Order shall also list a "not-to-exceed total" amount for the Title I Services work scope identified therein. The basis of this upper limit and justification for the fee shall be contained in an Appendix attached to each Task Order. 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.

Additionally, each Task Order shall contain an Appendix which covers the classification and salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

Payment to the ENGINEER by the OWNER for Title I Services shall be made within 30 days after the date of billing. The amount due will be for services rendered during the previous month. Final payment for Title I Services shall be made upon the OWNER'S approval and acceptance with the satisfactory completion of the "Design" phase of the project.

B. Title II Services (Construction Phase Services):

The ENGINEER shall provide, as enumerated individually in each respective Task Order, construction administration, construction staking, construction inspection, and construction materials testing for a specifically stated cost-plus-fixed payment.

Each Task Order shall also list a "not-to-exceed total" amount for the Title II Services work scope identified therein. The basis of this upper limit and justification for the fee shall be contained in an Appendix attached to each Task Order. 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 and such modification warrants such adjustment.

Additionally, each Task Order shall contain an Appendix which covers the classification and salary rate for all personnel anticipated to be assigned to this project by the "ENGINEER".

Payment to the ENGINEER by the OWNER for Title II Services shall be made within

30 days after the date of billing. The amount due will be for services rendered during the previous month. Final payment for Title II Services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Construction" phase of the project.

SECTION XIII - CHANGES

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

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 asserted 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 XVI - 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 cross sections, estimates, specifications, field notes, and data are and shall remain the property of the OWNER. The ENGINEER may retain reproduced copies of drawings and copies of other documents. The OWNER shall not be restricted in the subsequent use of the design, design documents or ideas incorporated in the work. However, the ENGINEER shall bear no responsibility for such reuse of the design unless specifically agreed to it writing.

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, 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 canceled 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 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. Dispute Resolution - Any dispute concerning a question of fact in connection with the work and having a financial value of $10,000, or less, shall be referred for determination to the Mayor of the City of Fayetteville whose decisions in the matter shall be final and conclusive. Disputes resulting from claims greater than $10,000 shall be subject to mediation.

B. Responsibility for Claims and Liability - The ENGINEER shall save harmless the OWNER from all claim and liability due to the ENGINEER's activities, or those of the ENGINEER'S subconsultants, agents, or employees during the time this contract is in force.

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. Engineer's Endorsement - The ENGINEER shall endorse and recommend all plans, Specifications, estimates and engineering data furnished by it. All design shall be checked in accordance with accepted engineering practices. All plan quantities shall be checked and verified.

E. That, the Airport Manager or his designated representative will direct and coordinate the ENGINEER's efforts and will be the source of instructions to the ENGINEER and shall have the authority to interpret the OWNER's policy as necessary to maintain the ENGINEER's work schedule and to administer the BASIC AGREEMENT.

F. That, the OWNER shall make available to the ENGINEER all technical data in the OWNER's possession, including maps, surveys, bores, and other information required by the ENGINEER and relating to his work.

G. That, the estimates of cost for the Projects provided for herein are to be prepared by the ENGINEER through exercise of his experience and judgment in applying presently available cost data, but it is recognized that the ENGINEER has no control over cost of labor and materials conditions, so he cannot warrant that the project construction costs will not vary from his cost estimates.

H. That, the ENGINEER's direct expenses are defined as the costs incurred on or directly for the Project, other than the Salary and General Overhead Costs. Such direct expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources plus a 5% mark-up. Direct expenses shall include, but not be limited to, necessary transportation costs, including mileage at the ENGINEER's current rate per mile when the ENGINEER's own automobiles are used, meals and lodging, laboratory tests, and reproduction charges.

I. That, in soils investigation work and in determining subsurface conditions for the Project, the characteristics may vary greatly between successive test point and sample intervals. The ENGINEER will perform this work in accordance with generally accepted soils engineering practices and makes no other warranties, expressed or implied, that conditions actually encountered in the field may not vary from those found during the investigation work.

J. That, the OWNER, shall pay for all costs of publishing advertisements for bids and for obtaining permits and licenses that may be required by local, State, or Federal authorities and shall secure the necessary land, easements and rights-of-way as described by the ENGINEER.

K. That, in the event of any legal or other controversy requiring the services of the ENGINEER in providing expert testimony in connection with the Project, except suits or claims by third parties against the OWNER arising out of errors or omissions of the ENGINEER, the OWNER shall pay the ENGINEER for services rendered in regard to such legal or other controversy, on a basis to be negotiated.

L. That, visits to the construction site and observations made by the ENGINEER as part of his services shall not relieve the construction Contractor(s) of his obligation to conduct comprehensive inspections of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the construction contractor(s) of his full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of

the work under the construction contract(s) and for all safety precautions incidental thereto.

M. That, the ENGINEER, when called for in specific Task Orders, shall provide an on-site Resident Inspector and will make reasonable efforts to guard the OWNER against defects and deficiencies in the work of the contractor(s) and to help determine if the construction contract has been fulfilled. The Resident Inspector's day-to-day observation will not, however, cause the ENGINEER to be responsible for those duties and responsibilities which belong to the construction contractor(s) and which include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents. The Resident Inspector shall have the authority to reject both unsatisfactory workmanship and materials. His primary duties are as follows:

1. Check construction activities to determine compliance with the Plans and Specifications. Inform the Contractor and OWNER of any work that is in noncompliance.

2. Check that all testing required by the Specifications is performed.

3. Visit the testing laboratory to determine if it has the equipment and qualified personnel necessary to conduct the tests required by the Specifications.

4. Review test reports and certificates for conformance with the

Specifications.

5. Maintain a file of test reports and certifications.

6. Inform the Contractor of deficiencies in order that corrections can be made and retesting performed prior to covering any substandard work with additional material.

7. Document quantities of materials used on the project by actual measurements and computations in a field notebook or computer printouts retained in a folder.

8. Maintain a diary which should contain daily entries made and signed by the Resident Observer. Each entry should include the following, plus any additional pertinent data:
   (A) Date and weather conditions.
   (B) Names of important visitors.
   (C) Construction work in progress and location.
   (D) Size of Contractor's work force and equipment in use.
   (E) The substance of important conversations with the Contractor concerning conduct, progress, changes, test results, interpretations of Specifications or other details.

9. Submittal of FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the appropriate FAA field office. The frequency of submittal shall be established at the Preconstruction Conference.

N. It is further agreed that the OWNER, the Federal Aviation Administration, the

Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to the work hereunder, for the purpose of making audit, examination excerpts and/or transcriptions. Records under this Section shall be maintained and made available during performance on FAA grant work under this AGREEMENT and until three years from date of final FAA grant payment for the project. In addition, those records which relate to any "dispute" appear under an FAA grant agreement, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

O. In accordance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations, the ENGINEER agrees that he will not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, or national origin.

P. In executing this AGREEMENT, the ENGINEER acknowledges that he has visited the site of the work, that he is familiar with the conditions and characteristics of the site, and that he fully understands the nature, extent and character of the project and the time limitations placed thereupon. He further states that he has discussed the proposed work with the representatives of the OWNER.

Q. The ENGINEER hereby assures that he has and will comply with the Title VI and DBE requirements set forth in Appendix 1, hereinafter.

R. The ENGINEER hereby states that he has performed planning and design

engineering on previous through his laboratory facilities, he has previously performed pertinent work on other airport projects, as well as other projects of a similar nature, and that he has the staff and capabilities to perform the work described herein, in a professional and timely manner.

S. Exhibit A, CERTIFICATION OF ENGINEER, is attached to, and made a part of this AGREEMENT FOR ENGINEERING SERVICES, per requirement of the FAA.

T. The ENGINEER will provide the Federal Aviation Administration with eight (8) copies of the updated Airport Layout Plan at the conclusion of each AIP project.

U. The ENGINEER will perform the duties of the "consultant" set forth in the CONSTRUCTION MATERIALS QUALITY CONTROL PROGRAM, attached hereafter as Exhibit B.

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.

FOR THE CITY OF FAYETTEVILLE

SIGN HERE

By: _____ ATTEST: _____
Mayor

Date: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.

By: John C. Grimm ATTEST: Arnold D. Rankins
President

Date: 2/8/00

EXHIBIT A TO BASIC AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES DATED _____, 2000

CERTIFICATION OF ENGINEER

I hereby certify that I am President and a duly authorized representative of the firm of McClelland Consulting Engineers, Inc. whose street address is 1810 North College Avenue, Fayetteville, Arkansas, and that neither I nor the above firm hereby represented has:

a. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract.

b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the service of any firm or person in connection with carrying out the contract, or

c. paid or agreed to pay any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

2/8/00
(Date)

John C. Quinn
President

EXHIBIT B TO BASIC AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES
DATED _____, 2000

CONSTRUCTION MATERIALS QUALITY CONTROL PROGRAM

A. The Consultant shall prepare a "Construction Materials Quality Control Plan" to be submitted to the Federal Aviation Administration (FAA) for approval at the time of final Plans and Specifications submittal. At a minimum, the Plan shall list all materials to be tested during construction, the appropriate time for testing, the ASTM test designation, name by which the test is commonly referred, the frequency of testing required, the method of sampling, and the acceptance criteria or tolerances permitted for each type of test. The Plan will be reviewed by the FAA project manager and must be approved along with the final Plans and Specifications for construction.

B. The Consultant shall prepare a "Construction Materials Quality Control Summary" to be submitted monthly to the FAA. At a minimum., the Summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether or not the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Materials Quality Control Plan".

C. The Consultant shall prepare a summary of materials not passing and the penalty called for by the Specifications. This summary shall be submitted to the FAA monthly and will indicate when and to what extent penalties are imposed. The penalties assessed will be itemized in the following pay request to the FAA.

APPENDIX 1 - CONTRACTOR CONTRACTUAL REQUIREMENTS

TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor of the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any

information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to -

   (a) withholding of payments to the contractor under the contract until the contractor complies, and/or

   (b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

2. DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
____ GRANT REVIEW
For the Fayetteville City Council meeting of March 7, 2000

FROM:

Dale Frederick	Airport	General GMT.
Name	Division	Department

ACTION REQUIRED: Request review and approval of Task Order #1 to the contract with McClelland Consulting Engineers, Inc. for engineering services for the Capital Improvement Program projects at the Airport. The amount of Task Order #1 is not-to-exceed $71,283.00 and will cover the scope of the design and oversight of the construction of approximately 2,600 linear feet of a 2-lane asphalt access drive on the east side of the airport. Ninety percent of the cost for these engineering services will be reimbursable with an FAA grant and 5 percent with a State grant.

COST TO CITY:

$ 71,283.00	$ 122,935.00	Profession Services
Cost of this Request	Category/Project Budget	Category/Project Name
5550-3960-5314.00	$ 13,432.00	Fixed Assets
Account Number	Funds used to date	Program Name
	$ 109,503.00	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Emma Gaddy for Marilyn Hamner	2/16/00		
Accounting Manager	Date		
	2/16/00		
City Attorney	Date		
Price PR	2-17-00		
Purchasing Officer	Date		

GRANTING AGENCY: _____

ADA Coordinator	Date
Yolanda Fields	2
Internal Auditor	Date

STAFF RECOMMENDATION: **Airport staff recommends approval.**

	2-15-00
Division Head	Date
Department Director	Date
	2/17/00
Administrative Services Director	Date
	2/18/00
Mayor	Date

Cross Reference

New Item: Yes No
Pre. Ord/Res#: _____
Orig Cont. Date: _____

STAFF REVIEW FORM

Description:

Meeting Date: MARCH 7, 2000

Approval of Task Order #1 to the contract with McClelland Consulting Engineers for engineering services at the Airport.

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

FAYETTEVILLE

AIRPORT DEPARTMENT
THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor

FROM: Dale Frederick, Airport Manager

DATE: FEBRUARY 15, 2000

SUBJECT: APPROVAL OF TASK ORDER #1 TO THE CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS FOR AIRPORT CAPITAL IMPROVEMENT PROJECTS

The Airport Staff requests review and approval of Task Order #1 to the contract with McClelland Consulting Engineers, Inc. for engineering services for the Capital Improvement Program projects at the Airport. The amount of Task Order #1 is not-to-exceed $71,283.00 and will cover the scope of the design and oversight of the construction of approximately 2,600 linear feet of a 2-lane asphalt access drive on the east side of the Airport.

This extension of Ernest Lancaster Drive will allow for future development by providing access to the planned industrial park on the east side of the Airport property. The City of Fayetteville's Engineering Division has reviewed the Task Order and concurred that the "proposed hours and fee used as the not-to exceed amounts for the Ernie Lancaster Drive extension appear reasonable."

This project which will include engineering is eligible for reimbursement of 90% with an Airport Improvement Program (AIP) grant and 5% with a State Aeronautics Commission Grant. Our Federal Aviation Administration (FAA) project manager, Don Harris, is in agreement with this project, and the FAA has approved this project as future development on our Airport Layout Plan. A 5% matching grant from the State Aeronautics Commission has never been denied on AIP approved projects with the FAA.

The Airport staff recommends approval.

Attachments:
Contract Review Form
3 Original Copies of Task Order #1
Copy of Basic Agreement with McClelland

4500 SOUTH SCHOOL AVENUE, SUITE F • AIRPORT TERMINAL BUILDING • FAYETTEVILLE, AR 72701
PHONE 501-718-7640 Ext. 5 • FAX 501-718-7646

TASK ORDER NO. 1
EXTENSION OF LANCASTER DRIVE

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Task Order is written pursuant to the basic agreement entitled CITY OF FAYETTEVILLE, AGREEMENT FOR ENGINEERING SERVICES, of the same date entered hereon. The referenced basic agreement pertains to proposed improvements to Drake Field, Fayetteville's Municipal Airport. This Task Order entered into and executed this _____ day of _____, 2000, by and between the City of Fayetteville (OWNER) and McClelland Consulting Engineers (ENGINEER) sets forth project description, project schedule, and engineering fees related to the extension of Lancaster Drive, Drake Field.

SECTION 1 - PROJECT DESCRIPTION

Lancaster Drive is to be extended approximately 2,600 feet in the eastern and southern directions to permit ground vehicle access to the east-side general aviation facilities. As such, this project is intended to function solely as a roadway to be used by airport/ aviation patrons and is not to be considered a "general-use city street". Therefore, it is not required to strictly conform to City Street Standards in every detail. However, its design is to follow, generally, the same sound engineering principles upon which the City's Street Standards have been based.

A. The project is to include:

1. Approximately 2,600 linear feet of 2-lane asphalt roadway, 26 feet wide.
2. Fence relocations as required.
3. Roadway lighting similar to that on the existing paved portions of Lancaster Drive; however, light poles shall be spaced farther apart.
4. Pond drainage and fill-in.
5. Connecting entrance drive to the east-side general aviation ramp.
6. Storm drainage improvements as required to accommodate the described roadway improvements.
7. Paint striping for the roadway.
8. Topsoiling/reseeding areas disturbed during construction

B. Specifically excluded from the project scope:

1. Curb and gutter (side ditches will accommodate storm drainage parallel to the roadway).
2. Storm Water Pollution Prevention Plan (less than a 5-acre area is to be disturbed).
3. Large Scale Development Plan (no building construction is proposed at this time).
4. Sidewalk.
5. Formal wetlands determination.
6. Easement preparation (all work is anticipated to take place on Drake Field property).

SECTION II – PROJECT SCHEDULE

From the time the OWNER issues the Notice To Proceed to the ENGINEER, the project will be completed as follows:

TASK	TIME AFTER N.T.P.
Surveying	7 calendar days
Preliminary Design (35%)	16 calendar days
Geotechnical Study	28 calendar days
Design Development (65%)	45 calendar days
Final Design (95%)	65 calendar days
Submittal to FAA/City (100%)	75 calendar days

SECTION III – SCOPE OF SERVICES

The ENGINEER shall provide those services listed in the basic agreement which are applicable to this specific Task Order.

SECTION IV – FEES AND PAYMENTS

A. **Title I Services** (Engineering Planning and Design Services Preceding Construction). The ENGINEER shall provide, as hereafter enumerated individually, surveying and design, geotechnical investigation, bidding, and application for funding services for a total not-to-exceed fee of $40,329, including a total fixed payment of $4,815.

1. **Surveying and Design Phase Services**:

   For, and in consideration of, the services to be rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of actual salary costs for

work-time directly connected with work chargeable to the project, plus payroll additives and general overhead costs of 178% of direct labor costs, plus direct reimbursable expenses associated with the project, plus a fixed payment which are payable as follows:

a) Surveying and Design phase services costs not to exceed: $32,075

b) Fixed payment for Surveying and Design phase services: $ 4,599

c) Engineering contract amount for Surveying and Design phase services not to exceed: $36,674

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached hereto. 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 "B" covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

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

2. **Geotechnical Investigation Phase Services**:

For Geotechnical Investigation phase services associated with design, the OWNER shall pay the ENGINEER on the basis of hourly rates and unit prices set forth in Appendix "C" a fee not to exceed $2,112. The basis of this upper limit and justification for the fee is contained in Appendices "A" and "D", attached hereto.

3. **Bidding Phase Services**:

For Bidding phase services rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment, which are as follows:

a) Bidding phase services costs not to exceed:	$ 917
b) Fixed payment for Bidding phase services:	$ 130
c) Engineering contract amount for Bidding phase services not to exceed:	$1,047

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached hereto. The fee has been based upon bidding the project one time under a single contract section. 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 the services to be performed by the ENGINEER and such modification warrants such adjustment.

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

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

4. **Funding Application Phase Services**:

For Funding Application phase services, the OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment which are as follows:

a. Funding Application phase services costs not to exceed:	$433
b. Fixed payment for Funding Application phase services:	$ 63
c. Engineering Contract amount for Funding Application phase services not to exceed:	$496

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached hereto. The proposed fee includes the filing of funding applications with both the F.A.A. and the State Aeronautics Board. 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 and such modification warrants such adjustment.

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

Final payment for Funding Application phase services shall be made upon the OWNER's approval and acceptance of the Funding Application phase documents.

B. **Title II Services** (Construction Phase Services):

The ENGINEER shall provide, as hereafter enumerated individually, construction phase services for a total not-to-exceed cost of $30,954, including a total fixed payment of $3,634.

1. **Construction Administration and Inspection Phase Services**:

For Construction Administration and Inspection phase services rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment which are as follows:

a) Construction Administration and Inspection phase services costs not to exceed: $23,674

b) Fixed payment for Construction Administration and Inspection phase services: $ 3,456

c) Engineering contract amount for Construction Administration and Inspection phase services not to exceed: $27,130

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached hereto (the Construction Inspection portion of the fee has been based upon providing an average of 8 hrs/day of resident inspection during an assumed construction period of 90 calendar days). Adjustment of the upper limit of the ENGINEER's fee may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in effort, scope, complexity or character of the services to be performed and such modification warrants such adjustment. Appendix "B" covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for Construction Administration and Inspection phase services shall be made upon the OWNER's approval and acceptance with the satisfactory completion of the Construction phase of the project.

2. **Construction Staking Services**:

For Construction Staking services, the ENGINEER shall establish roadway centerline rough grade staking with offset staking on one side at 100-ft. stations along tangents and 50-ft. stations along curves, and perform drainage structures staking. This construction staking is to be performed by

the ENGINEER one time only, with additional staking to be the responsibility of the Contractor. For this work, the OWNER shall pay the ENGINEER on the basis of actual salary cost for work-time directly connected with construction staking, plus payroll additives and general overhead costs of 178% of direct labor costs, plus direct reimbursable expenses, plus a fixed payment payable as follows:

a) Construction Staking costs not to exceed: $1,042

b) Fixed payment for Construction Staking: $154

c) Engineering contract amount for Construction Staking services not to exceed: $1,196

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached. Adjustment of the upper limit of the ENGINEER's fee may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in effort, scope, complexity or character of the services to be performed and such modification warrants such adjustment.

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

Final payment for Construction Staking service shall be made upon the OWNER's approval and acceptance of the satisfactory completion of the Construction Staking phase of the project.

3. **Construction Materials Testing Phase Services**:

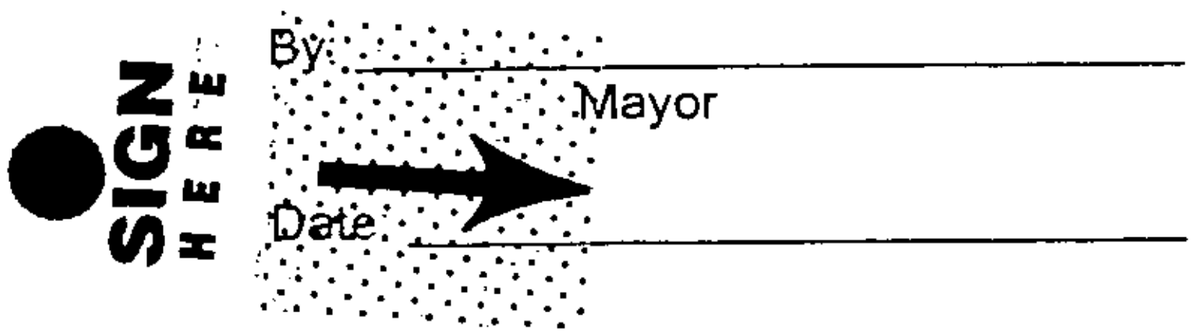
For the Construction Materials Testing phase services associated with construction of the project, the OWNER shall pay the ENGINEER on the basis of hourly rates and unit prices set forth in Appendix "E" a fee not to exceed $2,628. The basis of this upper limit and justification for the fee is contained in Appendices "A" and "F", attached hereto.

SECTION V – BASIC AGREEMENT IN EFFECT

Except as amended specifically herein, the basic AGREEMENT FOR ENGINEERING SERVICES shall remain in full force as originally approved and executed.

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

FOR THE CITY OF FAYETTEVILLE:



Attest: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.:

By: _____
President

Attest: _____

Date: 2/15/00

APPENDIX A

DRAKE FIELD, FAYETTEVILLE

PROJECT DESCRIPTION: ERNIE LANCASTER DRIVE EXTENSION

LABOR/COST ESTIMATES FOR FEE DETERMINATION

		PROJECT	PROJECT	ENGINEERING	CADD	CADD	CADD	LICENSED	SURVEY	CLERK		DIRECT	DIRECT
	CLASSIFICATION >	DIRECTOR	MGR./ENGR.	TECHNICIAN	OPER. 1	OPER. 2	OPER. 3	SURVEYOR	CREW	TYPIST	INSPECTOR	LABOR SUBTOTAL	EXPENSE 105%
	HOURLY RATE >	$40.86	$23.34	$18.03	$16.25	$12.20	$8.00	$12.75	$20.00	$12.00	$12.25		
LINE	TASK DESCRIPTION												
1.1	SURVEYING AND DESIGN											$41	$1.60
1	SCOPING MEETING	1										$82	$1.60
2	CONTRACT NEGOTIATIONS	2								4		$211	
3	PREPARE CONTRACT FORM	4								1		$105	
4	SCHEDULING & BUDGETING	2	0.5									$44	
5	IDENTIFY PROJ. COMPONENTS	0.5	1									$47	
6	DEVELOP DESIGN CRITERIA		2							0.5		$99	
7	TRAFFIC PROJECTION		4					1				$24	
8	COORD. WITH UTILITY MARKERS		0.5					2	24			$923	$66.00
9	SURVEYING		4	18		6						$185	
10	PRELIMINARY ROUTING		4	1		6						$138	
11	PRELIMINARY PROFILING		2	1			4			1		$155	
12	PRELIMINARY DRAINAGE STUDY		4	1				16				$269	$11.60
13	R.O.W. IMPLICATIONS		2	1						2		$138	
14	PRELIMINARY COST ESTIMATE	0.5	4							1		$140	$31.60
15	REVIEW MEETING WITH OWNER	2	2									$28	
16	DES. DEVEL.: COVER		0.5				2					$68	
17	DES. DEVEL.: TYPICAL SECTION		1.5		0.5	2						$1,281	
18	DES. DEVEL.: PLAN & PROFILES		40	4	2	12	12					$371	$25
19	DES. DEVEL.: CROSS-SECTIONS		12	1	1	2	4					$263	
20	DES. DEVEL.: DETAIL SHEETS		4		0.5	8	8					$479	
21	DES. DEVEL.: DRAINAGE DESIGN		16		0.5	8						$79	
22	DES. DEVEL.: FENCE RELOCATES		2				4					$64	$353.20
23	DES. DEVEL.: LIGHTING	1	1									$80	
24	EROSION CONTROL FACTORS		1			2	4					$71	
25	OUTLINE SPECIFICATIONS		2							2		$229	
26	UPDATE COST ESTIMATE	1	6							4		$301	
27	IN-HOUSE REVIEWS	2	8		2							$140	$51.60
28	REVIEW MEETING WITH OWNER	2	2							1		$168	
29	DET. DES.: PAVEMENT SECTION		6		1	1						$101	
30	DET. DES.: PLAN & PROFILES		4		0.5							$187	
31	DET. DES.: CROSS-SECTIONS		8									$187	
32	DET. DES.: DETAILS		8									$187	
33	DET. DES.: DRAINAGE STRUCTURE		8									$93	
34	DET. DES.: FENCES		4									$93	
35	DET. DES.: EROSION CONTROL		4									$23	$500
36	DET. DES.: LIGHTING		1							40		$1,040	
37	SPECIFICATIONS		24									$1,485	$50
38	DRAWINGS		12		12	50	50					$559	
39	IN-HOUSE REVIEWS	8	8		2			1				$158	
40	DETAILED COST ESTIMATE	1	4							2		$140	$101.60
41	REVIEW MEETING WITH OWNER	2	2							1		$350	$15
42	REVISIONS TO PLANS & SPECS	1	6		2	4	8			2		$63	
43	RE-EVALUATE COSTS	0.25	2							0.5		$37	$200
44	SUBMITTALS TO F.A.A.		1		0.5					0.5		$101	$5
45	FINAL REVISIONS TO P & S	0.5	2		0.5	1	1			0.5			
	Subtotals	30.75	230	27	25	102	97	20	24	63	0	$11,029	$1,414

DIRECT LABOR COST	$11,029
OVERHEAD @ 1.78	$19,632
DIRECT EXPENSES	$1,414
FIXED PAYMENT	$4,599
NOT-TO-EXCEED	$36,674

APPENDIX A
DRAKE FIELD, FAYETTEVILLE
PROJECT DESCRIPTION: ERNIE LANCASTER DRIVE EXTENSION
LABOR/COST ESTIMATES FOR FEE DETERMINATION

		PROJECT	PROJECT	ENGINEERING	CADD	CADD	CADD	LICENSED	SURVEY	CLERK		DIRECT	DIRECT
	CLASSIFICATION >	DIRECTOR	MGR./ENGR.	TECHNICIAN	OPER. 1	OPER. 2	OPER. 3	SURVEYOR	CREW	TYPIST	INSPECTOR	LABOR	EXPENSE
	HOURLY RATE >	$40.86	$23.34	$18.03	$16.25	$12.20	$8.00	$12.75	$20.00	$12.00	$12.25		105%
LINE	TASK DESCRIPTION												
I.2	GEOTECH. INVESTIGATION		1				4					$55	$1,935
											DIRECT LABOR COST		$55
											OVERHEAD @ 1.78		$99
											DIRECT EXPENSES		$1,935
											FIXED PAYMENT		$23
											NOT-TO-EXCEED		$2,112
I.3	BIDDING	1	8			1				6		$312	$50
											DIRECT LABOR COST		$312
											OVERHEAD @ 1.78		$555
											DIRECT EXPENSES		$50
											FIXED PAYMENT		$130
											NOT-TO-EXCEED		$1,047
I.4	FUNDING APPLICATIONS	0.25	4			2				2		$152	$10
											DIRECT LABOR COST		$152
											OVERHEAD @ 1.78		$271
											DIRECT EXPENSES		$10
											FIXED PAYMENT		$63
											NOT-TO-EXCEED		$496
II.1	CONSTR. ADMIN. AND INSPECTION												
1	CONSTR. ADMINISTRATION	8	55	2				2	4	8		$1,848	$44
2	CONSTR. INSPECTION	3	24								470	$6,440	$588
	Subtotals	11	79	2	0	0	0	2	4	8	470	$8,288	$632
											DIRECT LABOR COST		$8,288
											OVERHEAD @ 1.78		$14,753
											DIRECT EXPENSES		$632
											FIXED PAYMENT		$3,456
											NOT-TO-EXCEED		$27,130
II.2	CONSTRUCTION STAKING		1					2	16			$369	$16
											DIRECT LABOR COST		$369
											OVERHEAD @ 1.78		$657
											DIRECT EXPENSES		$16
											FIXED PAYMENT		$154
											NOT-TO-EXCEED		$1,196
III.3	CONSTRUCTION MT'LS TESTING		2							1		$59	$2,440
											DIRECT LABOR COST		$59
											OVERHEAD @ 1.78		$104
											DIRECT EXPENSES		$2,440
											FIXED PAYMENT		$24
											NOT-TO-EXCEED		$2,628

APPENDIX "B"
CITY OF FAYETTEVILLE
DRAKE FIELD, TASK ORDER NO. 1
SALARY RANGES

	LOWER END	UPPER END
Principal Engineer	$34.00	$45.00
Project Manager	22.00	35.00
Project Engineer	19.00	25.00
Design Engineer	13.50	19.00
Project Surveyor	13.00	22.00
Surveyor	10.00	15.00
Survey Crew (2 men)	18.00	22.00
Survey Crew (3 men)	25.00	30.00
CADD Technician	9.00	13.00
Clerical	7.00	11.00
Senior Engr. Tech.	16.50	19.50
Engineering Tech.	12.50	20.00
CADD Operator 1	15.00	20.00
CADD Operator 2	10.00	15.00
CADD Operator 3	6.50	10.00
Inspector	12.00	19.50

FY96166:SALSKD:jm

APPENDIX C
GEOTECHNICAL INVESTIGATION FEE SCHEDULE

CATEGORY	HOURLY RATE
Mobilization of $1.40/mile (each way)** (from Fayetteville, Ark.)	$ 75.00 minimum
Soil Drilling including Sampling	10.00 per foot
Rock Drilling (Rotary Bit) *	12.00 per foot
Rock Coring (Diamond Bit) ***	30.00 per foot
Boring Setup Charge	25.00 per each
Standby Time (Rig and Crew On-Site), if required	80.00 per hour
Layout of Boring	60.00 per hour
Crew Travel Time	60.00 per hour
Per Diem (per night)	60.00 per man
Atterberg Limits	45.00 each
Moisture Content	8.00 each
Unit Weight Test (Soil Sample)	8.00 each
Unconfined Compression Test	40.00 each
Gradation Tests Dry Sieve	6.00 each
Wet Sieve	25.00 each
California Bearing Ratio (CBR) with Std Proctor	250.00 each
with Mod Proctor	275.00 each
In-situ Permeability	125.00 each
In-situ Permeability (Flexwall)	200.00 each
Remolded Sample	50.00 each
Triaxial Test (Single Stage)	120.00 each
Triaxial Test (Multi-Stage)	150.00 each
Remolded Sample	50.00 each
Draftsman	40.00 per hour
Senior Draftsman	55.00 per hour
Clerical	31.00 per hour
Design Engineer	55.00 per hour
Project Engineer (Soils Engr.)	65.00 per hour
Project Manager (Senior. Soils Engr.)	95.00 per hour
Principal Engineer	100.00 per hour
Senior Engineering Technician	55.00 per hour
Engineering Technician	40.00 per hour
Soils Technician	30.00 per hour
Two Flagmen	50.00 per hour
Mileage	0 .32 per mile
Backhoe Rental (4 hour minimum)	50.00 per hour
Dozer Rental (4 hour minimum)	65.00 per hour
* Rock Bits	275.00 each
*** Diamond Bits	460.00 each

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

APPENDIX "D"

GEOTECHNICAL INVESTIGATION SCOPE AND FEE SCHEDULE
DRAKE FIELD, TASK ORDER NO. 1, LANCASTER DRIVE
FAYETTEVILLE, ARKANSAS

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED
1	MOBILIZATION	1	LS	$75.00	$75.00
2	BACKHOE RENTAL (CBR SAMPLING)	4	HR	$50.00	$200.00
3	SOILS TECHNICIAN	4	HR	$30.00	$120.00
4	BORING SETUP CHARGES	4	EA	$25.00	$100.00
5	BORING LAYOUT	1	HR	$60.00	$60.00
6	SOIL DRILLING AND SAMPLING	16	LF	$10.00	$160.00
7	MOISTURE TESTS	4	EA	$8.00	$32.00
8	ATTERBERG LIMITS TESTS	4	EA	$45.00	$180.00
9	GRADATIONS (5 SIEVE)	4	EA	$30.00	$120.00
10	DRY UNIT WEIGHT TESTS	4	EA	$8.00	$32.00
11	CALIFORNIA BEARING RATIO TESTS	2	EA	$275.00	$550.00
12	GEOTECHNICAL REPORT, ENGINEER	2	HR	$95.00	$190.00
13	BORING PLOT PLAN & LOG, CADD OPER.	2	HR	$40.00	$80.00
14	REPORT, CLERICAL	1	HR	$31.00	$31.00
	TOTAL				$1,930.00

APPENDIX E
CONSTRUCTION MATERIALS LABORATORY
FEE SCHEDULE

GENERAL:	
Laboratory Field Technician *	$ 30.00 per hour
AHTD-Qualified Technician*	36.00 per hour
Engineering Technician *	40.00 per hour
Senior Engineering Technician	55.00 per hour
Lab Supervisor	45.00 per hour
Consultation:	
Lab Supervisor	45.00 per hour
Field Engineer	50.00 per hour
Project Engineer	72.00 per hour
Project Manager	95.00 per hour
Principal Engineer	100.00 per hour
Lab Report Preparation	30.00 per hour
SOILS:	
AHTD-Qualified Field Technician	36.00 per hour
Soils Field Technician (1-hour minimum)	30.00 per hour
In-Place Compaction Test-Nuclear Gauge ASTM D 2922	
Sample Pickup	
Liquid Limit, Plastic Limit, Plasticity Index (3 point) ASTM D 4318	45.00 each
Sieve Analysis-Washed No. 200 (Wet) ASTM D 1140	35.00 per sieve
Sieve Analysis-Dry ASTM D 422	7.00 per sieve
Hydrometer Analysis ASTM D 422	65.00 each
Specific Gravity ASTM D 854	40.00 each
Soils Classification, Unified or AASHTO ASTM D 2487 or AASHTO M 145	100.00 each
Laboratory Maximum Compaction Test ASTM D 698 or AASHTO T 99	120.00 each
Laboratory Maximum Compaction Test ASTM D 1557 or AASHTO T 180	135.00 each
Potential Volume Change-Swell Pressure	100.00 each
California Bearing Ratio-CBR ASTM D 1883 (3 point) (Proctor curve additional)	150.00 each
Shrinkage ASTM D 427	50.00 each
Soil Bearing Capacity (Engineering Tech., 2-hour minimum)	40.00 per hour
Non-ASTM Procedures Available On Request	
CONCRETE:	
Concrete Mix Design	Price on Request
Review Concrete Mix Design (Lab Supervisor)	45.00 per hour
Confirm Concrete Mix Design	Price on Request
Concrete Field Technician * (1-hour minimum): [For any of the following 6 items:]	30.00 per hour
• Unit Weight and Yield of Freshly Mixed Concrete ASTM C 138	
• Concrete Cylinder or Beam Molding ASTM C 31	
• Concrete Cylinder or Beam Pickup	
• Concrete Slump Test ASTM C 143	
• Concrete Air Content Test ASTM C 231 or C 173	
• Cement Mortar or Group Sampling	
AHTD-Qualified Concrete Technician: [For any of the foregoing 6 items:]	36.00 per hour
Compressive Strength of Concrete Test Cylinders ASTM C 39 (pad cap)	8.00 each
Compressive Strength of Concrete Test Cylinders ASTM C 39 (sulfur capped)	12.00 each
Spare Cylinders Specimens Processed but not Tested	8.00 each
Schmidt Hammer Testing (Engineering Tech, 2-hour minimum)	40.00 per hour

* ACI Grade I Concrete Field Testing Technician

APPENDIX E
CONSTRUCTION MATERIALS LABORATORY
FEE SCHEDULE

CONCRETE (Continued):	
Flexural Strength of Concrete Beams ASTM C 78 or C 293	20.00 each
Spare Beam Specimens Processed but not Tested	20.00 each
Compressive Strength of Grout Cubes	15.00 each
Compressive Strength of Cement Mortar Cubes	10.00 each
Concrete Coring (3" or 4"):	
Core Machine & Lab Technician	60.00 per hour
Additional Lab Technician, as required	30.00 per hour
Compressive Strength of Concrete Cores (3" or 4")	30.00 each
Other Core Sizes	Price on Request
Aggregate Sieve Analysis:	
Dry Sieve ASTM C 136	7.00 each
Wet Sieve ASTM C 117	35.00 each
Fineness Modules	15.00 each
Decantation	20.00 each
Deleterious Materials	45.00 each
Specific Gravity and Absorption of Aggregate ASTM C 127 & C 128	75.00 each
Dry Rodded Unit Weight of Aggregate ASTM C 29	50.00 each
Sodium or Magnesium Sulfate Soundness (5 cycles) ASTM C 88	250.00 each
Additional Cycles	40.00 each
ASPHALT:	
Asphalt Mix Design	Price on Request
Review Asphalt Mix Design (Lab Supervisor)	45.00 per hour
Asphalt Field Technician	
In-Place Compaction Test-Nuclear Gauge (Lab Technician)	30.00 per hour
Sample Pickup	30.00 per hour
Marshall Test including Stability, Flow, Laboratory Density, Percent Air Voids, Percent Voids in Mineral Aggregate (3 specimens per test)	175.00 each
Extraction including percent Bitumen and Aggregate Gradation	125.00 each
Laboratory Density of Cored Plugs including Depth Measurement	20.00 each
Asphalt Coring (3" or 4"):	
Core Machine & Lab Technician	60.00 per hour
Additional Lab Technician, if required	30.00 per hour
Sample Pickup	
FIREPROOFING:	
Unit Weight, Bonding Strength, Thickness and Sampling (actual time required for Lab Technicians)	30.00 per hour/Tech.
Report Preparation (Lab Supervisor)	45.00 per hour
STRUCTURAL STEEL:	
Bolt Torque Testing: Lab Technician(s)	30.00 per hour
Field Engineer	50.00 per hour
Pneumatic Torque Wrench Calibration (twice per day)	50.00 each
Visual Weld Inspection Field Engineer	50.00 per hour

Services not Listed are Available on Request

APPENDIX F

CONSTRUCTION MATERIALS TESTING
DRAKE FIELD, TASK ORDER NO. 1
LANCASTER DRIVE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	EXTENDED
1	SOILS TESTING	30	HR	$30.00	$900.00
2	BASE TESTING	12	HR	$30.00	$360.00
3	CONCRETE TESTING	12	HR	$30.00	$360.00
4	ASPHALT CORING	6	HR	$60.00	$360.00
5	ASPHALT TESTING	5	EA	$20.00	$100.00
6	REPORT PREPARATION	12	HR	$30.00	$360.00
	TOTAL				$2,440.00

STAFF REVIEW FORM

xx AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of March 7, 2000

FROM:

Connie Edmonston — Name
Parks and Recreation — Division
Public Works — Department

ACTION REQUIRED:

Approval of working procedures and budget adjustment.

COST TO CITY:

$0 — Cost of this Request
$ N/A — Category/Project Budget
Category/Project Name: Park Administration Recreation/Transfer Parks Maintenance
Account Number
$ N/A — Funds Used To Date
Program Name
Project Number
$ N/A — Remaining Balance
General — Fund

BUDGET REVIEW: ____ Budgeted Item __xx_ Budget Adjustment Attached

Budget Manager
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: ____

Accounting Manager — 2/15/00 Date
Internal Auditor — 2-15-00 Date
City Attorney — 2/16/00 Date
ADA Coordinator — Date
Purchasing Officer — 2-17-00 Date

STAFF RECOMMENDATION:

Approval of budget adjustment.

Division Head — 1-14-00 Date
Department Director — 2-17-00 Date
Administrative Services Director — 2-18-00 Date
Mayor — 2/18/00 Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: __

Orig Contract Date:_

Orig Contract Number: ____

STAFF REVIEW FORM

Description Parks & Recreation Budget Adjustment Meeting Date March 7, 2000

Comments: Reference Comments:

't Coordinator

Accounting Manager

Are we also asking Council to approve agreement w/FYC ? Is effective date really 8/19/99 (VI-D)?

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council

THRU: Charlie Venable, Public Works Director cd

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

DATE: February 11, 2000

RE: Request for Budget Adjustment

The Parks and Recreation Division requests approval of a budget adjustment in the amount of $106,121 to realign our division's expenditures. The adjustment is needed primarily as a result of reaching an agreement with the Fayetteville Youth Center Boys and Girls Club on coordination of recreation services offered by the City and the Youth Center. This adjustment would more accurately reflect recreation expenditures in keeping with the attached operational agreement.

Approval of this budget adjustment does not increase the cost of operations for the Parks and Recreation Division. In previous years, there were no written agreements between the City and Youth Center since they both operated under the same operational management. When the management split in 1998, job responsibilities were divided to create clarity for both agencies as outlined in the attached agreement. The cooperation between the Parks and Recreation Division and Youth Center enhances the recreation facilities and programs offered to meet the needs of our citizens. If you have any questions, please call me at 444-3473.

Attachments:

Budget Adjustment Form
Working Procedures and Responsibilities for the City of Fayetteville Parks and Recreation Division and the Fayetteville Youth Center.

Park's Budget Adj
. A. 5. Page 4

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year			Date Requested	Adjustment #
2000	Department:	Public Works	01/28/2000	
	Division:	Parks & Recreation		
	Program:	Parks Maintenance		

Project or Item Requested:
A budget adjustment is requested to realign Division expenditures.

Project or Item Deleted:
None. This request realigns division expenditure budget to reflect the needs for the 2000 budget.

Justification of this Increase:
The adjustment is needed primarily as a result of reaching agreement with the Fayetteville Youth Center Boys and Girls Club on coordination of recreation services offered the City and the Youth Center.

Justification of this Decrease:
No decrease is proposed.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number
Office Supplies	1,600	1010	5200	5200	00	
Public Notification	500	1010	5200	5301	00	
Travel & Training	2,400	1010	5200	5304	00	
Chemicals	20,575	1010	5260	5204	00	
Contract Services	7,880	1010	5260	5315	00	
Building & Grounds	65,766	1010	5260	5400	00	
Minor Equipment	6,800	1010	5260	5890	00	
Travel & Training	600	1010	5220	5304	00	

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number
Tournament Supplies & Awards	10,537	1010	5220	5200	05	
Transfer to Youth/Adult	91,084	1010	5220	5718	00	
Minor Equipment	4,500	1010	5220	5890	00	

Approval Signatures

Requested By	Date
Budget Manager	2/15/2000 Date
Department Director	2-17-00 Date
Admin. Services Director	2-18-00 Date
Mayor	2/18/00 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 L _____ _____

Blue Copy: Budget & Research / Yellow Copy: Requester

H:\BUDGET\PROJECTS\OTHER\ba_2000\PR_2000.WK4

RECREATION IN FAYETTEVILLE

WORKING PROCEDURES AND RESPONSIBILITIES FOR THE CITY OF FAYETTEVILLE PARKS AND RECREATION DIVISION AND THE FAYETTEVILLE YOUTH CENTER

WHEREAS, currently the City of Fayetteville Parks and Recreation Division (Parks and Rec) and the Fayetteville Youth Center (FYC) are both working under many verbal and assumed agreements; and,

WHEREAS, increased communications and a new set of operating procedures will assist with the working relationship and will benefit both agencies and their operations; and,

WHEREAS, Parks and Rec believes the goals of Parks and Rec and FYC would best be accomplished by defining and streamlining responsibilities and procedures; and, is therefore recommending the merging of facility and program management for all recreation offerings, thereby providing administrative accountability for all services provided to the citizens.

NOW, THEREFORE, in order to define and improve the current working relationship between Parks and Rec and FYC, the following set of detailed operating procedures and responsibilities are hereby established.

I. GOAL

The goal of Parks and Rec and FYC is to work in cooperation to enhance the recreation facilities and programs offered in the City of Fayetteville. Parks and Rec and FYC must become partners in meeting the needs of the citizens of Fayetteville.

II. FACILITIES MANAGEMENT

A. FAYETTEVILLE YOUTH CENTER. FYC will be responsible for working with the Fayetteville School System to provide the staffing, programming, maintenance, promotion and development for the following facilities: Asbell Gymnasium, Holcomb Gymnasium, Vandergriff Gymnasium, and the Youth Center. FYC will assume responsibility for the hiring, evaluating and supervising of gymnasium supervisors and custodians at Holcomb, Asbell, and Vandergriff Gymnasiums.

B. FAYETTEVILLE PARKS AND RECREATION. Parks and Rec will be responsible for providing or approving the staffing, programming, maintenance, promotion and development for the city and school parks, including the following facilities which are utilized for sports programming: Asbell Soccer/Softball Complex, Babe Ruth Baseball Complex, Gary Hampton Softball Complex, Lewis St. Soccer Complex, Walker Baseball/Soccer Complex, and the Wilson Softball Field. In addition, the Parks and Recreation Division will be responsible for working

with the Fayetteville School System and PTA organizations to provide enhancements to school playgrounds.

III. PROGRAM MANAGEMENT

A. FAYETTEVILLE YOUTH CENTER. FYC will be responsible for providing or approving the management, staffing, and promotion and development of the following programs and activities. FYC will coordinate with the Fayetteville School System for use of their facilities. FYC will be responsible for the majority of sports and activities held at **indoor** recreation facilities, including but not limited to the following:

-Basketball (Youth and Adult)
-Baton
-Camps (Environmental Study, Spring Break, Christmas, Basketball, Summer)
-Cheerleading
-Dance
-Fishing Rodeo
-Flag Football (Youth)
-Football (6th/7th Grade Tackle Football)
-Gymnastics
-Karate
-Ping Pong
-School Kids Connection
-Softball (Youth Rec.- Registration, Sponsorships, Uniforms, & Coach Recruitment/Selection)
-Swim Lessons and Team (Youth Center Pool)
-Volleyball (Youth/Adult & Ozark Volleyball Club)
-Track
-Special Events

B. FAYETTEVILLE PARKS AND RECREATION DIVISION. Parks and Rec will be responsible for providing or approving the management, staffing, and promotion and development of the following programs and activities. Parks and Rec will be responsible for the majority of sports and activities held at **outdoor** recreation facilities, including but not limited to the following:

-Baseball
-Flag Football (Adult)
-Hobby Use Groups (Ozark Flyers, Ultimate Frisbee, Horseshoe, Ozark Volleyball Club, etc.)
-Sand Volleyball
-Soccer (Youth & Adult)
-Softball (Adult, Youth Competitive, Youth Fast-Pitch, & Tournaments)
-Softball (Youth Rec-League Administration, Practice/Game Schedules, Umpires & Concessions)
-Swim Lessons (Wilson Park)
-Tennis Lessons

-Special Events in Parks (Gulley Run, Summer Concert Series, etc.)
-Friends of Youth Softball Tournament

IV. ADVISORY BOARDS

A. Girls "RECREATIONAL SLOWPITCH SOFTBALL" Advisory Board.

1. The Advisory Board shall consist of the Program Committee Chairman from FYC Board of Directors; Parks and Rec Program Coordinator; and three persons selected by the Assistant Director of FYC.

2. The Assistant Director of FYC will chair the Advisory Board and will assist the Program Coordinator of Parks and Rec with the operation of the program.

3. The Advisory Board will be responsible for:

a. establishing the philosophy, affiliation, and rules for the program

b. establish and maintain a mechanism to measure the quality of the program and insure its goal to meet the needs of the participants and community.

c. team/player registration

d. coach selection/training

e. team sponsorship and uniforms

B. Youth "COMPETITIVE/FASTPITCH" Advisory Board. The Program Coordinator of Parks and Rec will administer and organize the Youth Competitive/Fastpitch Advisory Board to oversee these softball programs in the City.

V. FINANCIAL

A. Beginning January 1, 2000, the FYC Board of Directors will be responsible for the management and operation of the annual funding allocation to FYC from the City of Fayetteville and shall have the responsibility for prioritizing the use of such funds. However, up to one-half of the funding may come from the HMR tax and shall be used only for promotion and development.

B. FYC shall submit an annual financial report to the Public Works Director on or before April of each year. Such report shall detail FYC's use of the City of Fayetteville's funding allocation.

C. FYC shall comply with the schedules and procedures established by the Budget & Research Department, of the City of Fayetteville, for annual funding requests.

D. The youth recreation softball player fee will be determined annually.

VI. MISCELLANEOUS

A. All facility or service agreements between Parks and Rec, Public School System, and/or FYC shall be in writing.

B. Representatives from Parks and Rec and FYC shall meet a minimum of two times per year to discuss any programming or facility issues effecting the recreational offerings to the citizens.

C. FYC will transfer the current youth softball equipment to Parks and Rec.

D. The working procedures and responsibilities contained herein shall become effective August 19, 1999.

CITY OF FAYETTEVILLE

By:_____
Fred Hanna, Mayor

SIGN HERE

ATTEST:

By:_____
Heather Woodruff, City Clerk

FAYETTEVILLE YOUTH CENTER

By:_____
Tom Stockland, Board of Directors Chairman

ATTEST:

By:_____

STAFF REVIEW FORM

Agenda Request
FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF March 7, 2000

FROM:
Alett Little **Economic Development Department**

ACTION REQUESTED: Approval of a resolution certifying local government endorsement of IF WORLD dba Interface Computer Center located at 530 N. College Ave, Bldg C, Fayetteville, Arkansas to participate in the Advantage Arkansas Program (Act 947 of 1993).

COST TO CITY:
$0

Cost of this request	Category/Project Budget	Category/Project Name
Account Number	Funds Used to Date	Program Name
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____Budgeted Item _____Budget Adjustment Attached

Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE/REVIEW: **GRANTING AGENCY:**_____

Accounting Manager	Date 2-29-00	ADA Coordinator	Date
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Approval of the resolution which will allow IF WORLD dba Interface Computer Center located at 530 N. College Ave, Bldg C, Fayetteville, Arkansas to receive the benefits from refunds/tax credits as provided in the Advantage Arkansas Program, Act 947 of 1993.

Alett Little
Economic Development Director Date

Cross Reference:
New Item: **Yes** No

-2-29-00
Administrative Services Director Date

Previous Ord/Res#: _____

2/29/00
Mayor Date

Orig Contract Date:_____

RESOLUTION No. _____

RESOLUTION OF THE CITY OF FAYETTEVILLE CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE ADVANTAGE ARKANSAS PROGRAM (ALSO KNOWN AS THE ARKANSAS ENTERPRISE ZONE PROGRAM - ACT 947 OF 1993).

WHEREAS, the local government must endorse a business to participate in the Advantage Arkansas Program and benefit from the refunds/tax credits as provided in the Arkansas Enterprise Zone Program Regulations of 1993; and

WHEREAS, said endorsement must be made on specific form available from Arkansas Department of Economic Development, and

WHEREAS, IF WORLD dba Interface Computer Center located at 530 N. College Ave, Bldg C, Fayetteville, AR has sought to participate in the program and more specifically has requested benefits accruing from construction of the specific facility; and

WHEREAS, IF WORLD dba Interface Computer Center has agreed to furnish the local government all necessary information for compliance.

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

1. IF WORLD dba Interface Computer Center be endorsed by the City of Fayetteville, Arkansas, for benefits from the refunds/tax credits as provided in the Arkansas Enterprise Zone Program Regulations of 1993.

2. The Department of Finance and Administration be authorized to refund local sales and use taxes to IF WORLD dba Interface Computer Center.

3. This resolution shall take effect immediately.

_____
Fred B. Hanna, Mayor

Date Passed: _____

Attest: _____
City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
FRED B. HANNA, MAYOR

4500 S. School Ave., Ste. A
Fayetteville, AR 72701
Telephone: 501-575-8301
Fax: 501-575-8304

Economic Development Department
Alett S. Little, Director

TO: **Fayetteville City Council**

FROM: **Alett Little, Economic Development Director**

DATE: **February 25, 2000**

SUBJECT: **Explanation of the Advantage Arkansas (Enterprise Zone) Program**

The Advantage Arkansas Program provides income tax credits and sales and use tax refunds to qualifying businesses that create new jobs as a result of location, expansion, or facility modernization projects anywhere in Arkansas. Once the endorsement resolution is passed, the application must be filed with the Arkansas Department of Economic Development within 60 days to use the endorsement resolution as the starting date for counting new employees and project costs. If the application is received after the 60 day period, only those employees hired after the date the application is approved and only those project costs incurred from the date the endorsement resolution is received will be eligible for benefits.

To qualify for Advantage Arkansas, a business' operations must fit one of the following descriptions throughout the project term:

- A manufacturer in Standard Industrial Classification (SIC) codes 20 - 39 including semiconductor and microelectronic manufacturer creating one (1) or more net new full-time permanent jobs.

- Computer businesses primarily engaged in providing computer programming services; the design and development of prepackaged software; businesses engaged in digital content production and preservation; computer processing and data preparation services; information retrieval services; computer and data processing consultants and developers. All businesses in this group must employ twenty-five (25) or more net new full-time permanent employees, derive at least sixty percent (60%) of their revenue out of state sales and have no retail sales to the general public;

- Businesses primarily engaged in commercial physical and biological research as classified by SIC code 8731, which will employ one (1) or more net new full-time permanent employees;

- Businesses primarily engaged in motion picture production which will employ twenty-five (25) or more net new full-time permanent employees. All businesses in this group must derive at least sixty percent (60%) of their revenue from out of state sales and have no retail sales to the general public;

- An office sector business, which will employ twenty-five (25) or more net new employees and have no retail sales to the general public;

- A national, corporate or regional headquarters which will employ twenty-five (25) or more net new employees and have no retail sales to the general public; or

- A distribution center, with not retail sales to the public, creating twenty-five (25) or more net new full-time permanent jobs.

- A trucking/distribution terminal (SIC 4231), with no retail sales to the public, creating twenty-five (25) or more net new full-time permanent jobs.

Application
Advantage Arkansas Program

OFFICE USE ONLY

Project Number .

Applicant

Ifworld, Inc. dba Interface Computer Center
Name of Company/Corporation

530 N. College Ave, Bldg C Fayetteville, AR 72701
Principal Mailing Address — City/State/Zip

530 N. College Ave. Bldg C Fayetteville, AR 72701
Physical Location — City/State/Zip

Jeremy Webb, President — 501-582-5100
Name and Title of Company Contact — Phone

If company is filing for tax credit under a different name, please give complete name.

Taxpayer Consultant

Jack Volkamer, CPA — 501-443-9191
Name of Individual or Company/Firm — Phone

1301 Zion Rd — Fayetteville, AR 72703
Mailing Address — City/State/Zip

Jack Volkamer — 501-443-9191
Name of Contact Person — Phone (Please list 800 number if available)

Project Cost Estimate

This application MUST include a project plan.

Land ..... $ 93,750
Buildings ..... $ 400,000
Equipment ..... $ 50,000
* Other ..... $ 25,000

TOTAL ..... $ 568,750

* Please include description of Other in Project Plan

Date Received

Employers Federal I.D. Number 71-0830575

Arkansas Sales or Consumer Use Tax Number 217576-72-001

Employment

Present employment 13 Projected number of net new permanent employee(s) after completion 26.
Note: To qualify for the sales and use tax refunds and income tax credits, business MUST hire the requisite number of new permanent employees within a 24 month period.

SIC CLASSIFICATION (Must be included) 7376

SIC Classification is subject to audit by the Department of Finance & Administration (DF&A). If SIC Classification or any other portion of this application is found to be inaccurate and does not qualify, the business will be decertified and shall not receive any benefits under the program.

Description of principal business activity, products manufactured, etc.

Information for Income Tax Exemption:

Ownership of your business: (please check all appropriate boxes)

☐ Individual ☐ Fiduciary ☐ Partnership

☐ Taxable Corporation ☐ Small Business Corporation ☐ LLC

Owner's Name(s)	Percent Ownership	Social Security Number or Corporate Tax I.D. Number
	33 1/3%	430·61·0462
	33 1/3%	432·39·8102
	33 1/3%	430·47·2874

When does your tax year end? 1 2 3 1

CERTIFICATION

BEFORE ME, the undersigned authority, Jeremy Webb
(Name of Company Official)

personally came and appeared and being duly sworn did depose and say that he/she is

President (Title) of Iworld Inc dba Interface Computer Center (Company Name)

This affidavit is made for the specific purpose of verifying that the information contained in these two pages is true and correct.

Signature of Company Official

Sworn to and subscribed before me this _____ day of _____, 19___.

_____
Notary

My Commission expires_____.

IFWORLD Inc.
Project Plan

Project Description

IFWORLD Inc DBA Interface Computer Center has been in business providing Internet research and technology for over 5 years. We started in June 1994, and now have over 15 employees in 2500 sq. of lease space consistently having over 1 million in annual revenues. We have needed to move and build a location for the past two years and now it seems to be becoming a reality.

We have purchased 2.5 acres in the Arkansas Technology and Research Park and the current plan is to build a 6,480 sq. ft building to house our existing businesses. Our current building plans allow us to increase our building to over 20,000 sq. ft. in the future.

Cost Breakdown

Project Estimated Cost:	$500,000
- Land, Construction, Site work etc	
Estimated Computer Equipment	$ 50,000
- Telecommunication Equipment	
- Server and Workstation	
Other	$ 25,000
- Desk and Other Furnishings	

IFWORLD Inc.
Principal Business Activities

IFWORLD Inc consist of 4 Divisions:

Interface Computer Center (30%) - Provides onsite network and programming solutions for customer's data processing needs on a contract or hourly basis.

Interface Internet (30%)- Provides backbone dedicated Internet services (Internet Access) to companies across NW Arkansas.

Interface Internet Client Solutions (30%) - Provides custom programming for e-commerce and sets up online data processing centers for clients. We perform these tasks under contract or on an hourly basis.

Interface Internet Ventures (10%)- This is the research division that creates Internet based retail software.

Petition and Nomination
To Fill Vacancies
On
Off Street Parking Development District Number 1
City of Fayetteville, Arkansas

To: City Council of the City of Fayetteville
Mayor Fred Hanna
Alderman Heather Daniel
Alderman Robert Reynolds
Alderman Kevin Santos
Alderman Ron Austin
Alderman Trent Trumbo
Alderman Bob Davis
Alderman Cyrus Young
Alderman Kyle Russell
City Clerk, Heather Woodruff

Pursuant to Arkansas Code Annotated 14-88-304(b), the undersigneds file this Petition declaring that, as of January 27, 2000, Thomas D. Stockland will no longer be a property owner within the Off Street Parking Development District Number 1 of the City of Fayetteville, Arkansas; therefore, his position is deemed vacant upon the Council's receipt of this Petition.

Further, pursuant to Arkansas Code Annotated 14-88-304(b), the undersigneds request the City Council to name Lamar Anderson, a property owner in the District, as Commissioner to fill the position vacated by Thomas D. Stockland.

The Petitioners corroborate the fact that Thomas D. Stockland is not a property owner in the District by attaching the letter of resignation of Thomas D. Stockland, dated January 4, 2000. The original of this Petition is filed with the City Council by leaving same with the City Clerk.

By signing below, we, the Petitioners, verify that we are property owners in the District.

Dated this 28th day of January, 2000.

PETITIONERS

Richard Alexander	GCM Camp
V.P. Spring Street Centre Inc.	Richard P. Osborne
James J. Hoffman	Boston Heights LLC
Member, Pyeatt Bld. LLC.	Lauren Anderson
R. J. Moore	
Member, Campbell LLC.	
Lynn F. Wade	

STOCKLAND & TRANTHAM, P.A.

THOMAS D. STOCKLAND
CHARLES S. TRANTHAM

ATTORNEYS AT LAW
21 SOUTH BLOCK STREET • P.O. BOX 1723
FAYETTEVILLE, AR 72702-1723
TELEPHONE (501) 521-7130
FAX (501) 521-3608

tom@sandtlaw.com
chuck@sandtlaw.com

January 4, 2000

VIA FAX

Mr. E. Lamar Pettus
PETTUS LAW FIRM
P.O. Box 1665
Fayetteville, AR 72702

RE: Off-Street Parking Development District No. 1.

Dear Lamar:

Chuck and I executed a contract to sell our building on the square which is set to close on January 27, 2000. For that reason, I will no longer be qualified to serve on the Off-Street Parking District. With this letter, I am tendering my resignation effective January 26, 2000 unless you need for me to resign sooner. I will be happy to attend any meetings called before that time, but I believe I am ineligible to serve after we have sold the building. If you need additional information, please don't hesitate to call.

Sincerely,

Thomas D. Stockland

TDS:cw

SPECIAL CERTIFICATE

STATE OF ARKANSAS)
) SS
COUNTY OF WASHINGTON)

We the undersigned, duly and lawfully bonded abstractors within and for said County and State, do hereby certify that we made a due and diligent search of the land records of the office of the Circuit Clerk and the Washington County Tax Collector within and for Washington County, Arkansas, and we find, certify and corroborate that Lamar Thomas Anderson aka Lamar Anderson, as of the date and time of this certification, has a vested interest in Real Estate lying within the boundaries of the FAYETTEVILLE OFF-STREET PARKING DEVELOPMENT DISTRICT NUMBER 1 as set out in Ordinance No. 2292 dated December 1, 1976, which establishes said Off-Street Parking Development District Number 1 of the City of Fayetteville, Arkansas.

Dated this 26th day of January, 2000 at 8:00 A.M. for the use and benefit of CITY COUNTY, CITY OF FAYETTEVILLE, ARKANSAS, AND LAMAR ANDERSON.

WASHINGTON COUNTY ABSTRACT AND TITLE COMPANY

BY: _____
CHERYL THOMAS MILLER

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47, § 20-116.

14-88-304. Petition of property owners to fill vacancy.

(a) When there is a vacancy on the board of commissioners of any improvement district due to the death of a commissioner or due to the fact that a commissioner has ceased to reside in the state where such a district was created by any town or city council, and in such case, if five (5) or more property owners of the district petition the city or town council, calling attention to the vacancy on the board of commissioners and requesting the appointment of a new commissioner to fill the vacancy, it shall be the duty of the council to take forthwith the necessary steps to fill the vacancy by appointment of a new commissioner, who shall be a property owner in the district.

(b) Upon the filing of a petition with the council signed by five (5) or more property owners in the district affected, reciting that any commissioner is no longer a property owner in the district, accompanied by a corroborative certificate of an abstractor, the person shall automatically cease to be a commissioner. His office is declared to be vacant from the date of filing the petition, and the council that created the district shall forthwith name as commissioner of the district to fill the vacancy the person named in the petition and recommended for commissioner of the district if the person is a property owner in the district.

History. Acts 1941, No. 74, § 1; A.S.A. 1947, § 20-117.

OFF- STREET

14-88-305. Removal of member.

(a)(1) The city or town council shall have the power to remove a municipal board of improvement, or any member thereof by a two-thirds (⅔) vote of the whole number of aldermen elected to the council.

(2)(A) Removal shall be for cause only, and after a hearing upon sworn charges preferred in writing by some real property owner in the district.

(B) Ten (10) days' notice of the hearing of the charges shall be given.

(b) The council shall have the power to remove the board, or any member thereof, by a vote of a majority of the whole number of aldermen elected to the city council, upon the written petition of the owners of a majority in assessed value of the property located within the district, after a hearing upon ten (10) days' notice to each member of the board affected.

History. Acts 1881, No. 84, § 3, p. 161; 1909, No. 81, § 1, p. 224; C. & M. Dig., § 5716; Pope's Dig., § 7356; Acts 1961, No. 70, §§ 1, 2; A.S.A. 1947, § 20-116.

CASE NOTES

ANALYSIS

Cause for removal.
Power to remove.
Proceedings for removal.
Review.

C.C. 3/7/00
Sports Arena
Ex. A-1

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
FRED B. HANNA, MAYOR

4500 S. School Ave., Ste. A
Fayetteville, AR 72701
Telephone: 501-575-8301
Fax: 501-575-8304

Economic Development Department
Alett S. Little, Director

TO: Fayetteville City Council

FROM: Alett Little, Economic Development Director

DATE: March 7, 2000

SUBJECT: Additional Materials for the City Council Meeting of March 7, 2000

I am sure that your materials list is getting very long for the Multipurpose Sports Arena project, but to make sure that you have adequate materials for our discussion this evening, I am attaching another copy of the contract and a few additional materials.

1. Revised contract. The new additions are shown in green and address the schedule of the payments.

2. List of deliverables and schedule of go/no go decision points (furnished by QuesTec) and modified by staff for clarification.

3. List of lease issues. Staff has been unable to complete a draft lease; therefore a copy of issues have been assembled for use at such time as the lease is prepared.

4. Copies of attendance at other venues (hockey only).

5. Letter of support received via e-mail.

Exclusive Agreement for the Preparation of a Business Plan Leading to the Development of the Northwest Arkansas Multipurpose Recreation Center

THIS AGREEMENT is made this _____ day of February, 2000, by and between the City of Fayetteville ("City") and QuesTec Corporation, a Missouri corporation ("QuesTec") to prepare a business plan leading to the development of the Northwest Arkansas Multipurpose Recreation Center ("the Project").

IN CONSIDERATION of the mutual covenants and agreements set forth herein, the City and QuesTec agree as follows:

1. During the one hundred twenty (120) day period following the date of this Agreement, QuesTec, with the cooperation of the City, will develop a comprehensive Business Plan for the Project to be jointly owned by the City and QuesTec , which will include the following:

- A facility needs analysis.
- An economic impact analysis.
- A local demographic market study.
- A written architectural program, including ADA assessment.
- An area site plan.
- An arena concept design.
- Schematic Design development plans and performance specifications.
- A detailed construction budget.
- A forecast of revenue and operating expenses.
- A total project development budget.
- A detailed business plan including ownership structure and financing formula.
- ~~A feasibility study by a firm satisfactory to a financial institution sufficient to complete the financing of the project.~~
- This detailed business plan will be made available to financial institutions for their required due diligence to accomplish financing for the facility.

2. For a period of one (1) year from the date of delivery of the Business Plan, the City will deal exclusively with QuesTec, and shall not initiate, respond to or participate in any discussion or negotiation with any other person or entity concerning the potential development or construction of a new multipurpose recreation center or similar project or any matter related to or ancillary thereof without written notification that the project has been abandoned by QuesTec. Similarly, for a period of one (1) year from the date of delivery of the Business Plan, QuesTec shall not initiate, respond to or participate in any discussion or negotiation concerning the potential development or construction of the new multipurpose recreation center or similar project within the distance of 50 miles from the City's boundaries.

3. The City shall pay QuesTec a fixed fee in the sum of Two Hundred Thousand Dollars ($200,000), payable as follows:

~~A. One Hundred Thousand Dollars ($100,000) fifteen (15) days after the date of this Agreement; and~~

A. Fifty thousand dollars ($50,000) forty-two (42) days after the date of this Agreement and upon delivery of the facilities needs analysis, the economic impact analysis, and the demographic analysis; and

~~B. Seventy-five Thousand Dollars ($75,000) forty-five (45) days after the date of this Agreement; and~~

B. Provided the decision is made to proceed with the project after the work described in paragraph A is completed, seventy-five thousand dollars ($75,000) fifty-six (56) days after the date of this Agreement and upon delivery of the written architectural program, the site plan, the arena concept design [project programming]; and

~~C. Twenty-five Thousand Dollars ($25,000) within fifteen (15) days after delivery of the Business Plan.~~

C. Twenty-five thousand dollars ($25,000) eighty-four (84) days after the date of this Agreement and upon delivery of the design development and project performance specifications [schematic design]; and

D. Provided the decision is made to proceed with the project at eighty-four (84) days after work has begun on the proforma and at ninety-eight (98) days at the completion of the detailed construction budget, fifty thousand dollars ($50,000) one hundred twelve days (112) after the date of this Agreement and upon delivery of the detail of revenue and operating expenses and total project development budget [proformas]; and budgets for sitework, building and appurtenances, and fixtures and equipment [detailed construction budget]; and the ownership structure and financing agreements [detailed business plan].

4. While the parties understand that this contract is not a contract for professional engineering services, the terms and provision of Sections 3.1, 3.2, 3.3, 3.5, 5.1.2, 5.4, 6.2, 7.2, 7.3.1, 7.3.2, and 7.4 of the Standard Form of Agreement Between Owner and Engineer for Study and Report Professional Services, EJDC No. 1910-19 (1985 Edition) as Issued and Published Jointly By Professional Engineers in Private Practice, A Practice Division of the National Society of Professional Engineers, American Consulting Engineers Council and American Society of Civil Engineers, with the term "OWNER" used therein interpreted as referring to the City and the term "ENGINEER" used therein interpreted as referring to QuesTec, and the term "the Assignment" used therein interpreted as referring to the Business Plan, are incorporated herein by reference.

5. This Agreement represents the entire and integrated agreement between the City and QuesTec and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and QuesTec.

6. The parties recognize and agree that the Business Plan provided for herein is to be used for the development of the Northwest Arkansas Multipurpose Recreation Center by Nustadia Inc. exclusively for a period of one (1) year following the delivery of the Business Plan.

7. QuesTec agrees to reimburse the City the $200,000 fee for the business plan should the Project be developed by QuesTec and/or Nustadia, their successors and assigns. Said reimbursement shall be paid by QuesTec to the City ninety (90) days following the start of construction on the project.

CITY OF FAYETTEVILLE

By:_____
Mayor

ATTEST:_____
City Clerk

QUESTEC CORPORATION, a Missouri Corporation

By:_____
Joseph Greaves, Vice President

By:_____
Gary McLagan, Secretary

MEMORANDUM
QuesTec Corporation

Date: March 7, 2000 **Project:** NW Arkansas Multipurpose

Project No: 9992.1 Recreation Center

To: Ms. Alett Little, Director of Economic Development

From: Joseph E. Greaves

Re: Schedule of Deliverables

Per our discussions we have produced the following schedule of deliverables, four (4) key Go-No Go milestone dates and a revised compensation schedule.

We trust the information accurately represents our intent while at the same time shows a willingness to be sensitive to the Council concerns.

	SCHEDULE OF DELIVERABLES	MILESTONES
A.	Week one – six *Market Study* a. Facilities needs analysis b. Economic impact analysis c. Demographic analysis	$50,000 Payment-Week 1 Go-No Go Week 6 6 Weeks = 42 Days
B.	Week two – eight *Project Programming* a. Written architectural program b. Site plan c. Arena concept design	$75,000 Payment-Week 8 8 Weeks = 56 Days
C.	Week six – twelve *Schematic Design* a. Design development b. Project performance specifications	12 Weeks = 84 Days
D.	Week eight – sixteen *Proforma's* a. Detail of revenue and operating expenses b. Total project development budget	$50,000 Payment-Week 12 Go-No Go Week 12
	Week ten – fourteen *Detailed Construction budget* a. Sitework b. Building and appurtenances c. Fixtures and equipment	Go-No Go Week 14
	Week ten – sixteen *Detailed business plan* a. Ownership structure b. Financing agreements	16 Weeks = 112 Days $25,000 Payment-Week 18 Go-No Go Week 16

1390 Boone Industrial Drive
Columbia, MO 65202

(573) 875-0260 telephone
(573) 875-0299 facsimile

9992.1M

Items in Arial font added by staff to assist in keying this document to the proposed contract with QuesTec.

EVENTUAL LEASE FOR MULTIPURPOSE SPORTS ARENA

Preamble:
Premises leased for use as multipurpose sports arena with the understanding that the primary focus of the airport property is aviation related and statement that all future disagreements are to be resolved in favor of the airport and its aviation/aviation related components.

Specific Agreements:

1. Some # of Parking Spaces reserved/or able to be recaptured in the event that a commercial carrier locates at field.

2. Reservation of Parking Spaces sufficient to service other tenants in the terminal such as restaurant- use some type of short term system for persons not attending events.

3. Oversight of types of events which may be booked for the arena

4. Statement regarding noise and understanding that sports arena has the obligation to construct a building with sufficient sound-proofing to allow its activities to continue and to allow growth of aviation noise at Drake Field

5. With regard any future requests for lease space in the terminal; it is expressly understood that the City Council has the authority (upon recommendation of the Airport Board) to require short-term leases to protect aviation related activities which may require space in the airport terminal building.

Central Hockey League (CHL)

Team	City Location	Capacity	Average	# of Years in League
Columbus Cottonmoths	Columbus, GA.	7,509	3,648	4
Fayetteville Force	Fayetteville, NC	9,715	3,301	3
Huntsville Channel Cats	Huntsville, AL	6,552	2,319	4
Indianapolis Ice	Indianapolis, IN	8,200	4,945	1
Macon Whoopee	Macon, GA.	7,100	3,237	4
Memphis RiverKings	Memphis, TN	9,551	3,079	8
Oklahoma City Blazers	Oklahoma City, OK	13,479	9,528	8
San Antonio Iguanas	San Antonio, TX	9,500	5,041	4
Topeka ScareCrows	Topeka, KS	7,777	4,840	2
Tulsa Oilers	Tulsa, OK	7,111	5,225	8
Wichita Thunder	Wichita, KS	9,686	4,501	8

WPHL
Announced Attendance & Arena Capacities

February 28, 2000

Team	Announced Attendance	Arena Capacity
Lubbock	5,482	7,209
Austin	5,342	7,400
New Mexico	4,627	10,120
Shreveport	4,239	8,492
Fort Worth	4,158	11,200
Corpus Christi	3,747	3,500
Amarillo	3,445	4,900
Lake Charles	3,421	5,549
Little Rock	3,342	7,500
Odessa	3,142	5,200
El Paso	2,967	5,600
Central Texas	2,953	5,340
San Angelo	2,906	5,200
Monroe	2,222	5,553
Alexandria	1,954	5,601

From: David Buege <dbuege@comp.uark.edu>
To: Alett Little <ale[redacted]@citymail.uark.edu>
Date: Tuesday, February 29, 2000 9:42 AM
Subject: Fayetteville Arena

I have been following, as closely as I can, the news surrounding your efforts in developing a new arena in Fayetteville. I was startled when I first heard of this, struck by disbelief. In so many ways, this is the sort of project that will enrich the community by providing activities and events for which many must now travel considerable distances. It will be particularly important for younger citizens, many of whom are underserved when available resources are measured against those which may be found in comparable communities in other places.

My own son is just now coming to the end of his fourth season playing on ice hockey teams in Tulsa, a long haul several times a week for six months of the year. For obvious reasons, additional ice in our own community would make life easier for us. More importantly, there would now be opportunities for him to play with his local peers, and his own friends, in his own community. The Jones Center rink is a great resource, but ice time there is greatly over-subscribed, with too little available for a credible youth hockey program. The sport will prosper, I believe, if this new facility can be realized. It is not difficult to imagine that there would soon be high school hockey in Fayetteville, and perhaps the University will find sufficient interest in the sport to consider a program. The University of Kentucky has had club-level ice hockey for several years, and both the University of Nebraska-Omaha and the University of Alabama-Huntsville have Division 1 programs.

What many in Fayetteville may not know is that ice hockey provides particularly significant opportunities for young women. I have often heard complaints from friends with daughters that Fayetteville offers them far too few of the sorts of sport and recreational opportunities that are available for boys. This may be one significant way to improve upon that. And at the collegiate level, many institutions are finding this to be a valuable way to conform to Title IX requirements. It may be awhile, but these programs will be found closer to Fayetteville eventually. Currently, a woman who played on a high school men's team in Tulsa is playing on a Division 1 women's team at the University of Minnesota, and doing very, very well.

A WPHL team in Fayetteville? I think there may be sufficient support from the community. Winter can be long for the many who are unable to get tickets for Hog games...

I appreciate your initiative and your effort, and hope you are successful. I am currently teaching in a U of A off-campus program, and regret that I cannot attend today's hearing at City Hall to express my support, but wanted to let you know, and to say thank you.

David Buege
1465 Viewpoint Drive
Fayetteville

STAFF REVIEW FORM

RECEIVED
JAN 12 2000
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

March 7

For the Fayetteville City Council meeting of ~~January 18, 2000~~

FROM:

Ed Connell (Name) | Engineering (Division) | Public Works (Department)

ACTION REQUIRED: Approval of an ordinance vacating a 50 ft. wide water/sewer easement, filed in Washington County as Book 856 at Page 720 during the year 1973, said easement described as being part of the W½ of the SE¼ of Section 1, T-16-N, R-31-W. Sewer line are not located within easement area and new easements have been acquired for the proper location of the lines.

COST TO CITY:

$ 0.00 Cost of this Request | $ NA Category/Project Budget | NA 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:

Marilyn J Cramer, Accounting Manager — Date 1-10-00
City Attorney — Date 1-10-00
Purchasing Officer — Date 1-10-00

GRANTING AGENCY: ____

Yolanda Fields, Internal Auditor — Date 1-10-00
ADA Coordinator — Date

STAFF RECOMMENDATION: Staff agrees with vacation of the easement as originally described. City will look into correcting other easements on this system which may not correspond with where the lines are installed.

Division Head — Date Jan 10, 2000
Department Director — Date 1-11-00
Administrative Services Director — Date 1-11-00
Mayor — Date 1/12/00

Cross Reference

New Item: Yes X No ___

Prev Ord/Res #: ____

Orig Contract Date: ____

STAFF REVIEW FORM

Description Hamstring Creek Water/Sewer Easement Vacation Meeting Date 1-18-2000

Comments: **Reference Comments:**

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: January 10, 2000

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor
Charles Venable, Director of Public Works
Jim Beavers, City Engineer
Dave Jurgens, Water/Sewer Maintenance Superintendent

FROM: Ed Connell, Land Agent

RE: Hamstring Creek Sewer Lines Easement

There are two sewer lines that run out along Hamstring Creek, one being gravity and the other being a forced main line. These lines were constructed in 1974-75 and easements were obtained from the property owners at that time.

It has recently been brought to the City's attention that the actual sewer lines are located outside the described easements. Accordingly, so as not to have on future controversy or to have a cloud on the title of the properties, the City has taken survey information performed by others, and rewritten the easements for the following two properties listed below. The correct data has been confirmed by the City, thus we concur with the revised easement descriptions. The original easement document (Book 856 @ Page 720) was with Berneda Stewart, now Berneda Stewart King, This original easement went across an area 1/4 mile wide. Subsequent to said easement, the West 15 acres was sold.

Within the past few weeks, the property owners of the two parcels which make up the original tract, have signed separate easements which reflect the proper location of the existing lines. The old easement was 50 ft. wide and so are the new easements. The purpose of this request is for the vacation of the original easement. There may be other areas along these sewer lines where the actual lines are not in the easements as described. As time permits and survey information becomes available, such new easements will be prepared and the Council will be asked to vacate the original easements. No other utilities are located in or utilize the original City easements. Other utilities may cross this easement, but they have their own easements.

If additional information is required, please do not hesitate to contact me at 444-3414.

Water/sewer Easemt
C. 1. Page 4

I-1

RIGHT OF WAY GRANT

ARKANSAS
COUNTY OF WASHINGTON } KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of .....

and other valuable considerations to the undersigned, ... Berneda Stewart, in her own right

.....

paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND COVEY unto the City of Fayetteville, Arkansas, a municipal corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, lay, remove, relay, enlarge and operate a water and/or sewer pipe line or lines, xxxxxxxxxxmanholes, and appurtenances thereto, on, over, across, and under the following described real estate, to-wit:

Property Description:
As recorded in Book 842, page 394. Part of the W½ of the SE¼ of Section 1, T-16-N, R-31-W.

Easement:
A permanent easement 50 feet in width, said easement being 25 feet either side of and measured normal to a survey line more particularly described as follows. Beginning at a point approximately 280 feet south of the NW corner of said 80 acre tract, thence north 76° 40' east 7 feet, thence south 72° 34' east 1274 feet, thence north 78° 19' east 105 feet to a point approximately 640 feet south of the NE corner of said 80 acre tract.

The survey line is further identified as the centerline of the first sewer line as constructed. Also, a temporary construction easement of 30 feet width along and parallel with the north side of the above described permanent easement. Property and easement are shown on the attached plat.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, with ingress to and egress from the real estate first hereinabove described for the purpose of constructing, inspecting, maintaining and repairing said lines, manholes and appurtenances of Grantee above described, and the removal, renewal and enlargement of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons, one thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any buildings or structures in said right of way other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this grant in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

Supplied

WITNESS the execution hereof this the 4 day of Oct., 1973.

Berneda C. Stewart

ACKNOWLEDGMENT

856-720

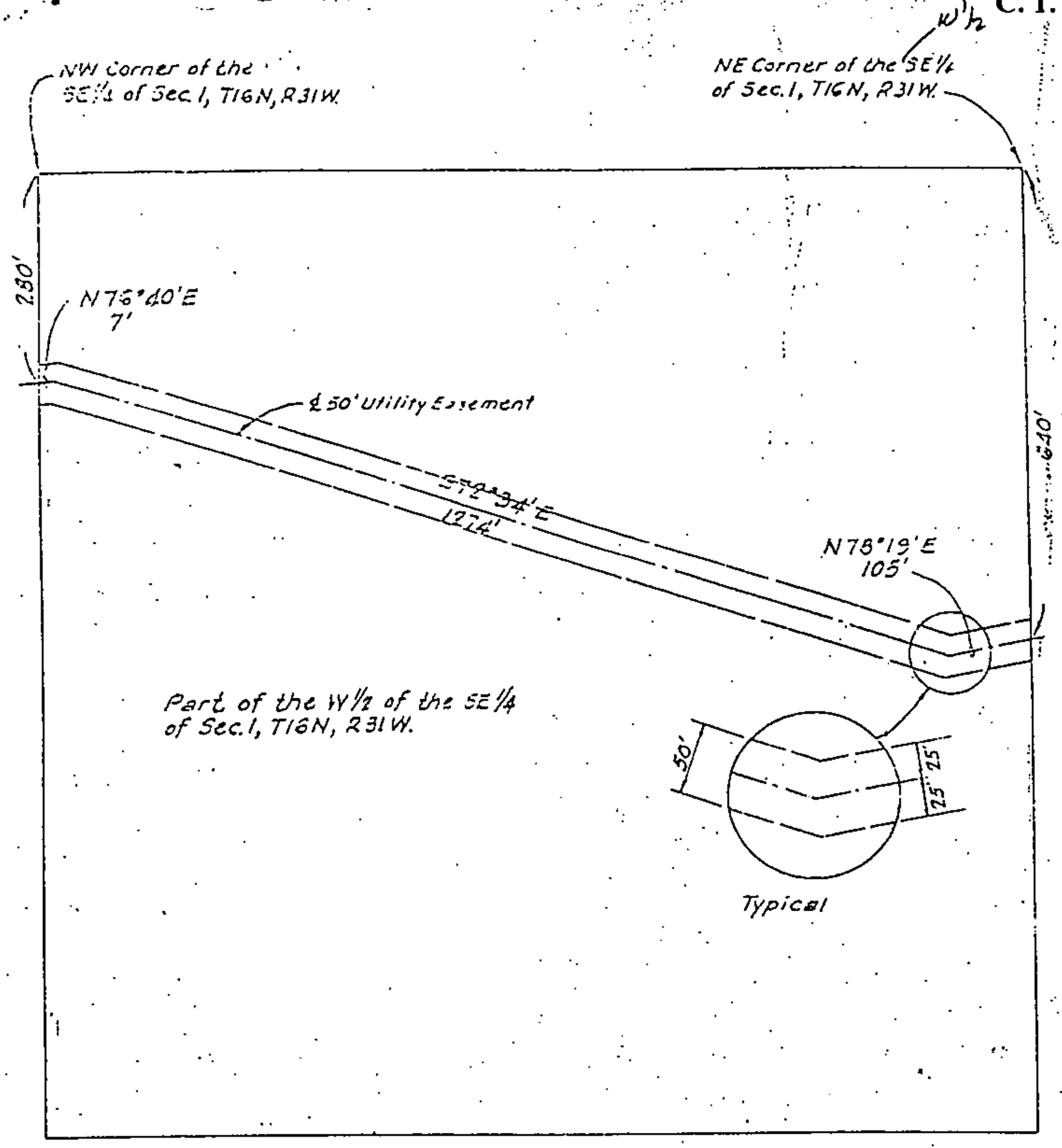
STATE OF ARKANSAS
COUNTY OF WASHINGTON }

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared ..... Berneda Stewart, to me well known as the person(s) who executed the foregoing Right of Way Grant, and that She had executed the same for the consideration and purpose therein mentioned and set forth.

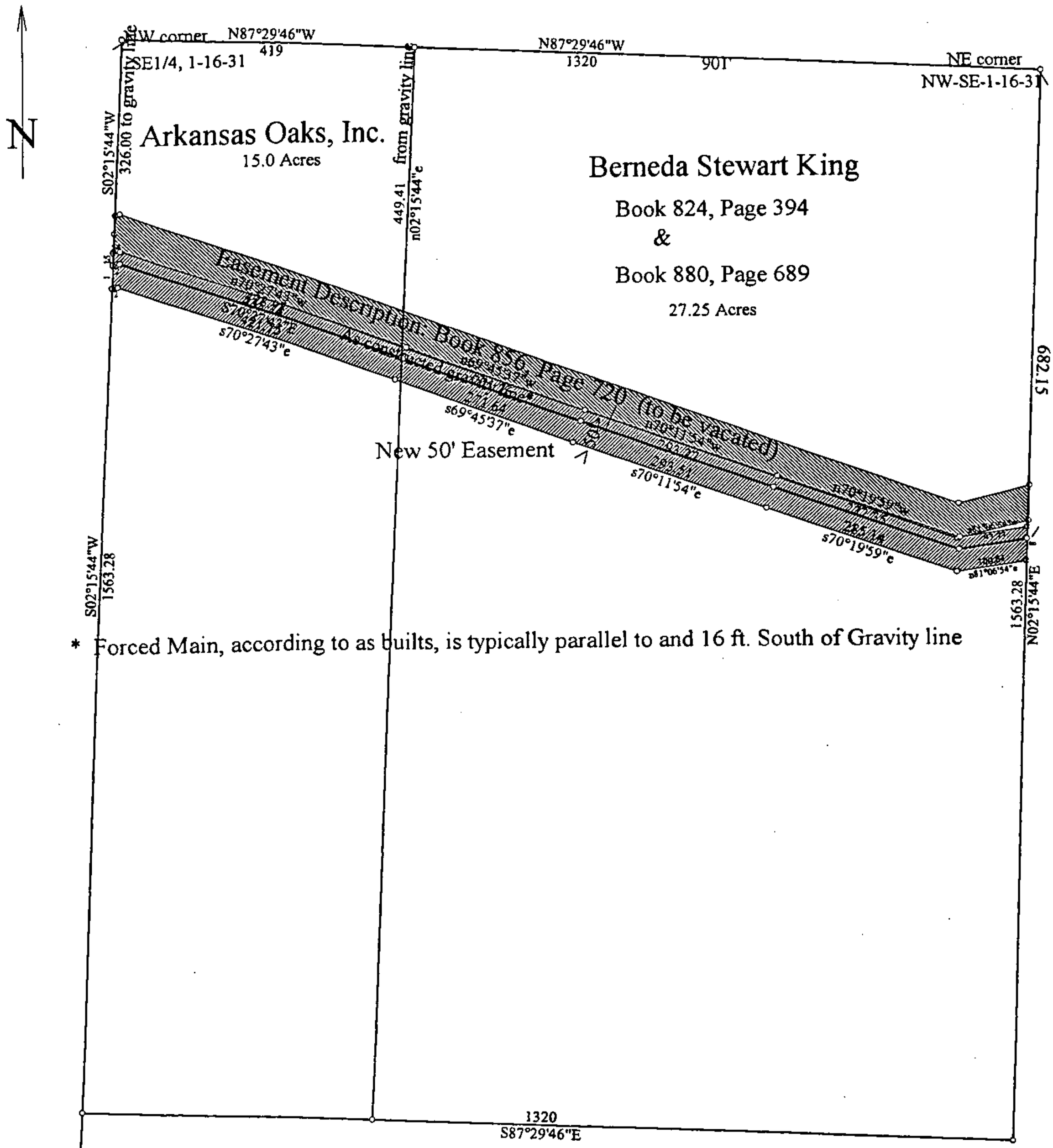
WITNESS my hand and seal on this 4th day of October, 1973.

Ed M. Connell
Notary Public

My commission expires October 1, 1974



	APPARENT OWNER:	SKETCH SHOWING LOCATION OF PROPOSED Sewer LINE ACROSS PRIVATE PROPERTY	TRACT NO.
N 1" = 200'	Lee Stewart & Berneda Stewart	Fayetteville, Washington County ARKANSAS	I-1-5



* Forced Main, according to as builts, is typically parallel to and 16 ft. South of Gravity line

Data and Deed Call Listing of File: ARK-OAK.DES

Tract 1: 0.000 Acres: 0 Sq Feet: 0.0 Sq Meters: Closure = s02.1544w 1081.00 feet: Precision =1/ 1: Perimeter = 1081 feet
Tract 2: 15.037 Acres: 60852.2 Sq Meters: No significant closure error. : Perimeter = 3965 feet
Tract 3: 3.714 Acres: 161795 Sq Feet: 15031.2 Sq Meters: Closure = n66.4725w 2.04 feet: Precision =1/800: Perimeter = 1635 feet
Tract 4: 3.291 Acres: 143366 Sq Feet: 13319.1 Sq Meters: No significant closure error. : Perimeter = 1547 feet
Tract 5: 0.505 Acres: 21983 Sq Feet: 2042.3 Sq Meters: Closure = n39.4224w 0.02 feet: Precision =1/57589: Perimeter = 983 feet
Tract 6: 0.503 Acres: 21928 Sq Feet: 2037.2 Sq Meters: No significant closure error. : Perimeter = 981 feet

001=N02.1544E 1081
002=@2
003=N02.1544E 1563.28
004=S87.2946E 419.00
005=S02.1544W 1563.28
006=N87.2946W 419.00
007=@4 GR CL
008=S02.1544W 326.00
009=N79.4608E 9.62
010=S70.2743E 430.98
011=n02.1533e 449.41
012=N87.2946W 419.00
013=@4 Old Esmt. CL
014=S02.1544W 280.00
015=N79.1117E 7.10
016=S70.0243E 432.54
017=n02.1543e 408.08
018=N87.2946W 419.00
019=@4 Old Esmt.
020=/S02.1544W 280.00
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022=n79.1117e 6.03
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027=s02.1544w 25.67
028=@4 New Easement
029=/s02.1544W 326.00
030=s02.1544w 33.91
031=n78.5529e 8.41
032=s70.2743e 430.21
033=n02.1544e 52.36
034=n70.2743w 428.35
035=s78.5529w 10.24
036=s02.1544w 17.47

December 27, 1999

Ms. Berneda King
P.O. Box 4373
Fayetteville, AR 72702

RE: Your Property on Mt. Comfort Road
Sewer Easement

Dear Ms. King:

You are owner of approximately 32.25 acres in the W1/2-SE1/4-1-16-31, South of Mt. Comfort Road. In 1973, you granted the City of Fayetteville a 50 foot wide Water/Sewer Easement close to Hamstring Creek. In 1976, the City constructed a gravity sewer line and a forced main sewer line along the creek. Across your property, and the 15 acre tract to your West, it appears that both of these sewer lines were constructed south (toward the creek) of the described easement area Such that clouds do not remain on the titles to these properties, it is the intention of the City, by the enclosed documentation, to rewrite the 50 ft. easement where the lines actually are constructed.

Please find herewith a diagram which illustrates where the original easement lay by description. The original easement covered the original 47.25 acre tract. In 1974, subsequent to the easement, you sold the West 15.0 acres. Currently, this western tract is owned by Arkansas Oaks, Inc, a part of Bridgeport Development, and we will be acquiring another easement from them for the corrective measures to be made across that property. Accordingly, the easement included herewith is for the East 32.25 acres.

The attached diagrams include both the old easement and the new easement. It is noted the North line of the new easement almost corresponds with the South line of the old easement. Basically, it moves the easement almost 50 feet closer to the creek. On the new easement, the gravity sewer, as surveyed between the manholes on the ground, will be about 17 feet from the North line of the easement. The forced main is about 16 feet South of the Gravity line and the South line of the easement will be 17 feet South of the forced main.

Once we have the new easements executed and returned to this office, the City proposes to request the City Council to vacate the original easement (Book 856 at Page 720), thus clearing any title cloud as far as this easement or the constructed lines are concerned.

Please sign the enclosed proposed easement document, have it notarized and return same to this office in the envelope provided. Your title insurance company or abstractor will get copies of the new easements and vacation of the old one. If you wish to have this office witness your signature and notarize the document, please give us a call at 444-3414 or 444-3407 and we will meet with you at your convenience.

We appreciate your cooperation in this matter.

Sincerely,

Edward D. Connell
City Land Agent

\edc

Project No. (1974)
Hamstring Creek Sewer
Parcel No. 001-11399-000
Tract No. I-1-5

FILED FOR RECORD

'99 DEC 30 AM 10 31

WASHINGTON CO AR
K. HARNESS

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT I, **Berneda Cordelia Stewart King**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

A part of the West-half (W½) of the Southeast Quarter(SE¼)of Section One (1) in Township Sixteen (16) North, Range Thirty-one (31) West, bounded and described as follows: Beginning at a point 1081 feet North and 419 feet East of the Southwest corner of said quarter section and running East 901 feet; thence North 1559 feet; thence West 901 feet; thence South 1559 feet to the Point of Beginning, except that part lying North of the road running along the North line thereof. Subject to all public and private roads and easements.

PERMANENT WATER/SEWER EASEMENT DESCRIPTION:

A permanent easement 50 feet in width, said easement being 17 feet North of and 33 feet South of the centerline of a gravity sewer line, installed in 1976, said centerline being more particularly described as follows, to-wit: Beginning at a point on the West quarter section line of the property described hereinabove, said point being South 02° 15′ 44" West 326.00 feet from the Northwest corner of said quarter section; thence North 79° 46′ 08" East 8.63 feet; thence South 70° 27′ 43" East 431.14 feet; thence South 69° 45′ 37" East 271.72 feet; thence South 70° 11′ 54" East 293.51 feet; thence South 70° 19′ 59" East 276.70 feet; thence North 77° 59′ 53" East 100.78 feet to a point on the East line of the property first described hereinabove and being the end of this easement, said point being approximately 676 feet South of the Northeast corner of the West-half (W½) of the Southeast Quarter of said Section One, and containing 1.09 acres, more or less.

The bearings for this easement description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property,

together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons. One thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

It is expressly understood that the above easement shall exclude any permanent structure located within said easement area at the time of the execution of this document.

The Grantor agrees not to erect any buildings or structures in said permanent easement other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantors by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

99115154

WITNESS the execution hereof on this the 29th day of DECEMBER, In the year ~~2000~~ 1999

Berneda Cordelia Stewart King
Berneda Cordelia Stewart King

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Berneda Cordelia Stewart King, a.k.a. Berneda Stewart, a.k.a. Berneda Cordelia Stewart**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that **she** had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 29th day of DECEMBER, in the year ~~2000~~ 1999.

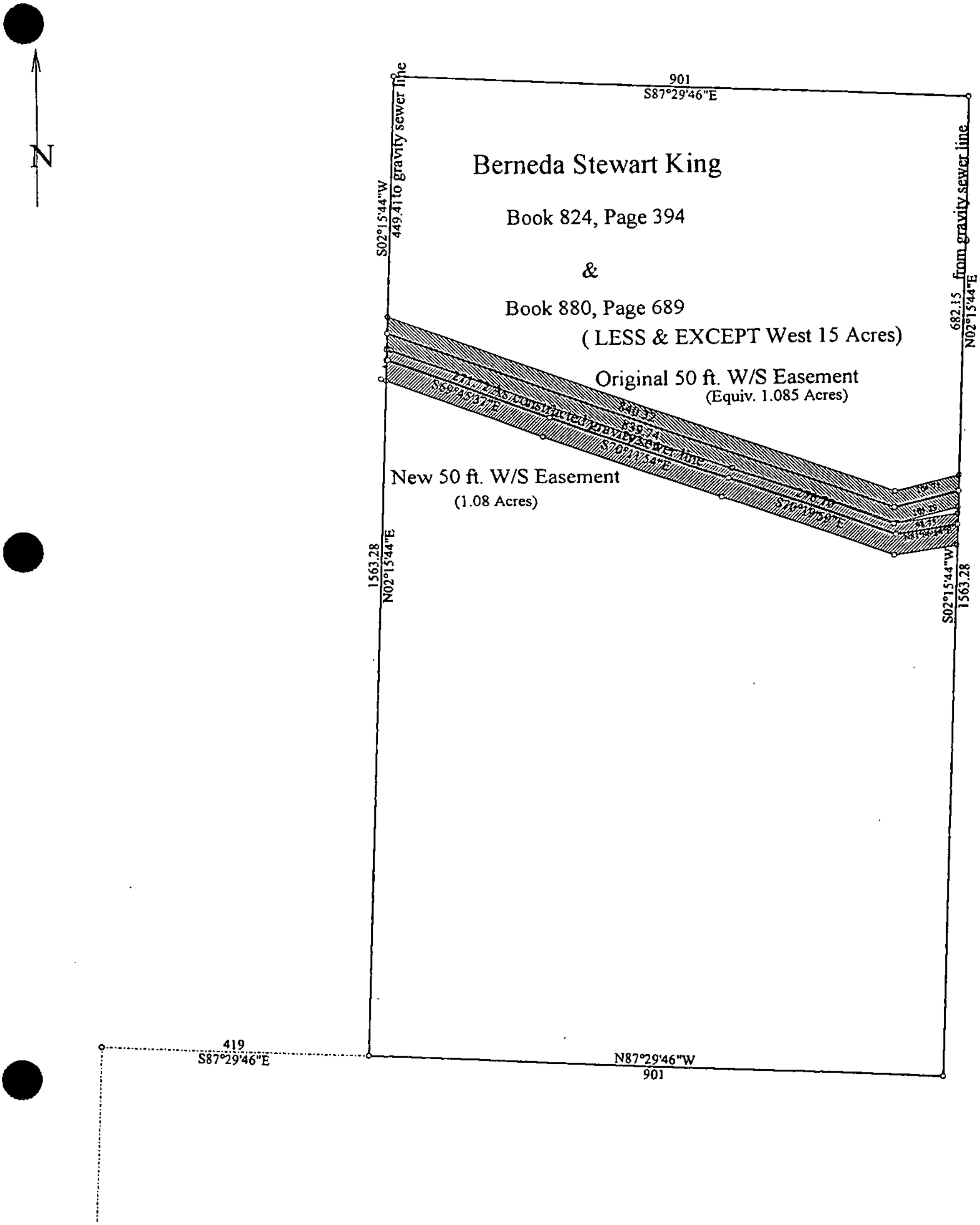
Edward D. Connell
Notary Public

NOTARY PUBLIC
EDWARD D. CONNELL
WASHINGTON COUNTY, ARKANSAS

MY COMMISSION EXPIRES:

05-01-2002

99115155


N
901
S87°29'46"E
S02°15'44"W
449.41 to gravity sewer line
Berneda Stewart King
Book 824, Page 394
&
Book 880, Page 689
(LESS & EXCEPT West 15 Acres)
682.15 from gravity sewer line
N02°15'44"E
Original 50 ft. W/S Easement
(Equiv. 1.085 Acres)
New 50 ft. W/S Easement
(1.08 Acres)
1563.28
N02°15'44"E
S02°15'44"W
1563.28
419
S87°29'46"E
N87°29'46"W
901

Data and Deed Call Listing of File: KING-SWR.DES

+Tract 1: 0.000 Acres: 0 Sq Feet: 0.0 Sq Meters: Closure = s23.2849w 1157.71 feet: Precision =1/ 1: Perimeter = 1500 feet
Tract 2: 32.335 Acres: 130854.1 Sq Meters: No significant closure error. : Perimeter = 4929 feet
Tract 3: 12.181 Acres: 49293.7 Sq Meters: No significant closure error. : Perimeter = 2975 feet
Tract 4: 1.082 Acres: 47123 Sq Feet: 4377.9 Sq Meters: Closure = s65.5545e 0.01 feet: Precision =1/195538: Perimeter = 2005 feet
-Tract 5: 11.284 Acres: 45666.2 Sq Meters: No significant closure error. : Perimeter = 2882 feet
Tract 6: 1.085 Acres: 47250 Sq Feet: 4389.7 Sq Meters: No significant closure error. : Perimeter = 1995 feet
Net Area= -11.284 Acres: -491548 Sq Feet: -45666.2 Sq Meters

001=N02.1544E 1081
002=S87.2946E 419
003=@3
004=N02.1544E 1563.28
005=S87.2946E 901
006=S02.1544W 1563.28
007=N87.2946W 901
008=@5
009=S02.1544W 449.41
010=S70.2743E 2.00
011=S69.4537E 271.72
012=S70.1154E 293.35
013=S70.1959E 276.70
014=N81.0654E 98.75
015=N02.1544E 682.15
016=**N87.2946W 901
017=@5
018=/S02.1544W 449.41
019=s02.1544w 34.56
020=n70.2743w 8.47
021=s69.4537e 271.64
022=s70.1154e 293.51
023=s70.1959e 285.14
024=n81.0654e 100.64
025=n02.1544e 50.96
026=s81.0654w 97.77
027=n70.1959w 272.35
028=n70.1154w 293.27
029=n69.4537w 271.76
030=n70.2743w 7.39
031=s02.1544w 17.80
032=@5 old-esm CL
033=S02.1544W 407.49
034=S70.0243E 840.03
035=N75.4743E 105
036=n02.1544e 628.67
037=N87.2740W 901
038=@5
039=/S02.1544W 407.49
040=*s02.1544w 26.24
041=*s70.0243e 839.74
042=*n75.4743e 105.29
043=*n02.1544e 52.14
044=*s75.4743w 104.71
045=*n70.0243w 840.32
046=*s02.1544w 26.24

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

December 27, 1999

Mr. Richard Doyle
Arkansas Oaks, Inc.
2100 Freedom Place
Fayetteville, AR 72704

RE: 15 Acre Tract of Land on Mt. Comfort Road
Sewer Easement

Dear Mr.. Doyle:

Arkansas Oaks, Inc. is the owner of approximately 15 acres in the W1/2-SE1/4-1-16-31, South of Mt. Comfort Road. In 1973, the City of Fayetteville was granted a 50 foot wide Water/Sewer Easement close to Hamstring Creek. In 1976, the City constructed a gravity sewer line and a forced main sewer line along the creek. Across the subject property, and the 32 acre tract to the East, it appears that both of these sewer lines were constructed south (toward the creek) of the described easement area Such that clouds do not remain on the titles to these properties, it is the intention of the City, by the enclosed documentation, to rewrite the 50 ft. easement where the lines actually are constructed.

Please find herewith a diagram which illustrates where the original easement lay by description. The original easement covered the original 47.25 acre tract. In 1974, subsequent to the easement, the West 15.0 acres was sold and is currently owned by Arkansas Oaks, Inc. The City will be acquiring another easement from Ms. King for the corrective measures to be made across that property. Accordingly, the easement included herewith is for the West 15.00 acres.

The attached diagrams include both the old easement and the new easement. It is noted that the North line of the new easement almost corresponds with the South line of the old easement. Basically, it moves the easement almost 50 feet closer to the creek. On the new easement, the gravity sewer, as surveyed between the manholes on the ground, will be about 17 feet from the North line of the easement. The forced main is about 16 feet South of the gravity line and the South line of the easement will be 17 feet South of the forced main.

Once we have the new easements executed and returned to this office, the City proposes to request the City Council to vacate the original easement (Book 856 at Page 720), thus clearing any title cloud as far as this easement or the constructed lines are concerned.

As president, please sign the enclosed proposed easement document, have it notarized and return same to this office in the envelope provided. It is also necessary to have the Secretary of the corporation sign the document. If you wish to have this office witness your signature and notarize the document, please give us a call at 444-3414 or 444-3407 and we will meet with you at your convenience.

We appreciate your cooperation in this matter.

Sincerely,

Ed Connell

Edward D. Connell
City Land Agent

cc: Doug Hemminway

113 WEST MOUNTAIN 72701 501 521-7700
FAX 501 575-8257

Water/sewer Easemt
C. 1. Page 14

RIGHT OF WAY GRANT

NO. I-1-

OF ARKANSAS
COUNTY OF WASHINGTON } KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of .....

and other valuable considerations to the undersigned, ... Berneda Stewart, in her own right

.....

paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND CONVEY unto the City of Fayetteville, Arkansas, a municipal corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, lay, remove, relay, enlarge and operate a water and/or sewer pipe line or lines, XXXXXXXXXXXXXXXX, and appurtenances thereto, on, over, across, and under the following described real estate, to-wit:

Property Description:

As recorded in Book 842, page 394. Part of the W½ of the SE¼ of Section 1, T-16-N, R-31-W.

Easement:

A permanent easement 50 feet in width, said easement being 25 feet either side of and measured normal to a survey line more particularly described as follows. Beginning at a point approximately 280 feet south of the NW corner of said 80 acre tract, thence north 76° 40' east 7 feet, thence south 72° 34' east 1274 feet, thence north 78° 19' east 105 feet to a point approximately 640 feet south of the NE corner of said 80 acre tract.

The survey line is further identified as the centerline of the first sewer line as constructed. Also, a temporary construction easement of 30 feet width along and parallel with the north side of the above described permanent easement. Property and easement are shown on the attached plat.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, with ingress to and egress from the real estate first hereinabove described for the purpose of constructing, inspecting, maintaining and repairing said lines, manholes and appurtenances of Grantee above described, and the removal, renewal and enlargement of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons, one thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any buildings or structures in said right of way other than fences and said fences shall not exceed six (6) feet in height.

Supplied

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this grant in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof this the 4 day of Oct., 19 73.

Berneda C. Stewart

.....

ACKNOWLEDGMENT

856-720

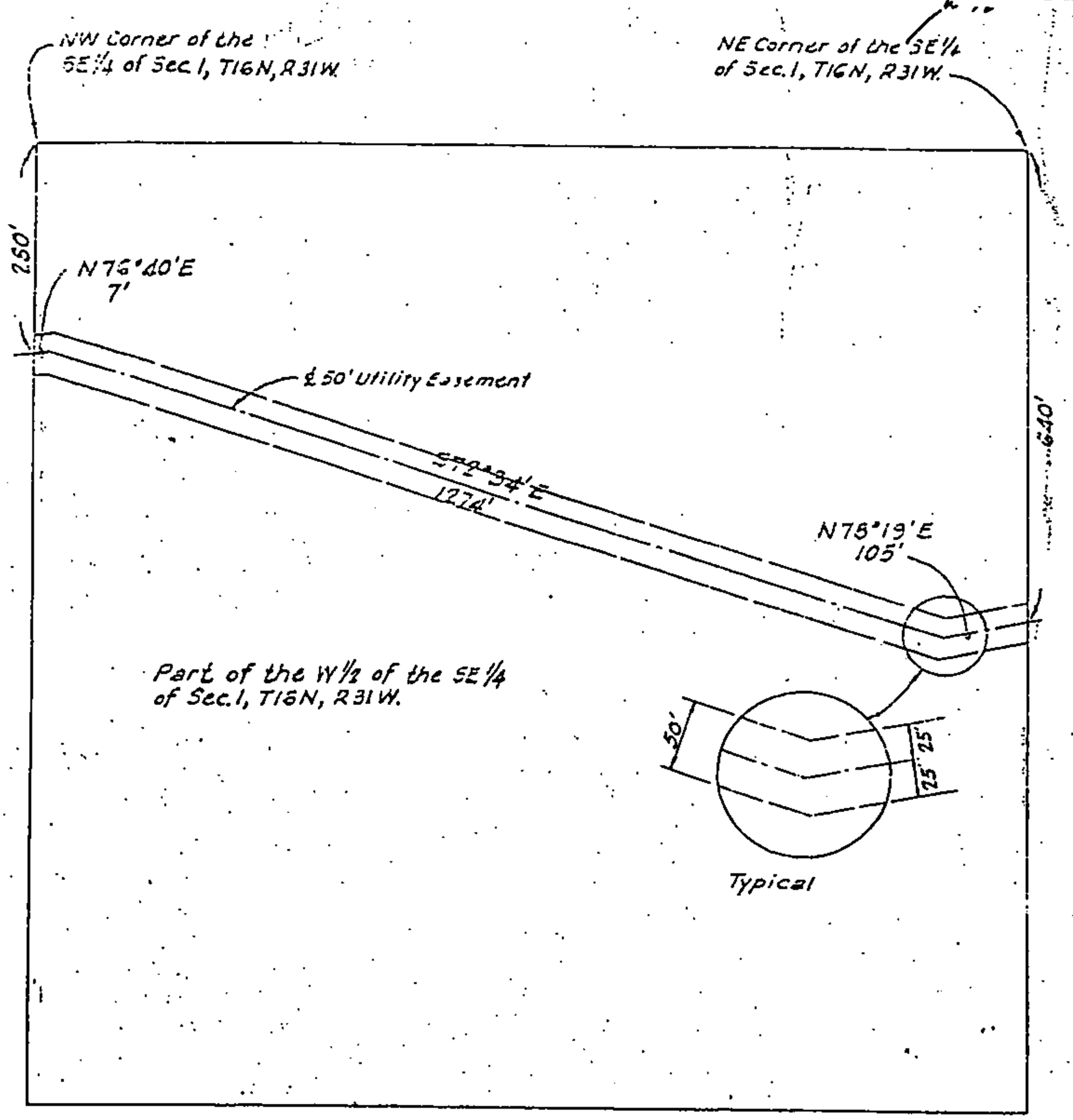
STATE OF ARKANSAS
COUNTY OF WASHINGTON }

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared ..... Berneda Stewart, to me well known as the person(s) who executed the foregoing Right of Way Grant, and that She had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this 4th day of October, 19 73.

Ed M Connell
Notary Public

My commission expires October 1, 1974



N 1" = 200'	APPARENT OWNER: Lee Stewart & Berneda Stewart	SKETCH SHOWING [illegible] LOCATION OF PROPOSED Sewer LINE ACROSS PRIVATE PROPERTY Fayetteville, Washington County ARKANSAS	TRACT NO. I-1-5

Water/sewer Easemt
C. 1. Page 16

74)
ik Sewer
Parcel No. 001-11400-000
Pt Orig.Tract No. I-1-5

FILED FOR RECORD

WATER/SEWER EASEMENT

1999 DEC 30 AM 10 31

WASHINGTON CO AR
K. HARNESS

BE IT KNOWN BY THESE PRESENTS:

THAT **Arkansas Oaks, Inc.**, an Arkansas corporation, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

A part of the West-half (W½) of the Southeast Quarter(SE¼)of Section One (1) in Township Sixteen (16) North, Range Thirty-one (31) West, bounded and described as follows: Beginning at a point on the West line of said quarter section, said point being 1081 feet North of the Southwest corner of said quarter section and running East 419 feet; thence North 1559 feet; thence West 419 feet; thence South 1559 feet to the Point of Beginning, except that part lying North of the road running along the North line thereof. Subject to all public and private roads and easements.

PERMANENT WATER/SEWER EASEMENT DESCRIPTION:

A permanent easement 50 feet in width, said easement being 17 feet North of and 33 feet South of the centerline of a gravity sewer line, installed in 1976, said centerline being more particularly described as follows, to-wit: Beginning at a point which is South 02° 15′ 44" West 326.00 feet from the Northwest corner of said quarter section; thence North 78° 55′ 29" East 9.62 feet; thence South 70° 27′ 43" East 428.98 feet to a point on the East line of the property first described hereinabove and being the end of this easement, said point being approximately 449.41 feet South of the Northeast corner of the above described property, and containing 0.50 acres, more or less.

The bearings for this easement description are based on the City of Fayetteville Global Satellite Positioning System, which may vary from the bearing system previously used in describing the subject property,

together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons. One thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

It is expressly understood that the above easement shall exclude any permanent structure located within said easement area at the time of the execution of this document.

The Grantor agrees not to erect any buildings or structures in said permanent easement other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantors by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

99115156

WITNESS the execution hereof on this the 30 day of Dec., 1999.

Arkansas Oaks, Inc..

Perry Butcher, President

Richard Doyle, Vice president & Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Perry Butcher** and **Richard Doyle**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **President** and **Vice President and Secretary** of **Arkansas Oaks, Inc.**, an Arkansas corporation, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 30th day of December, 1999.

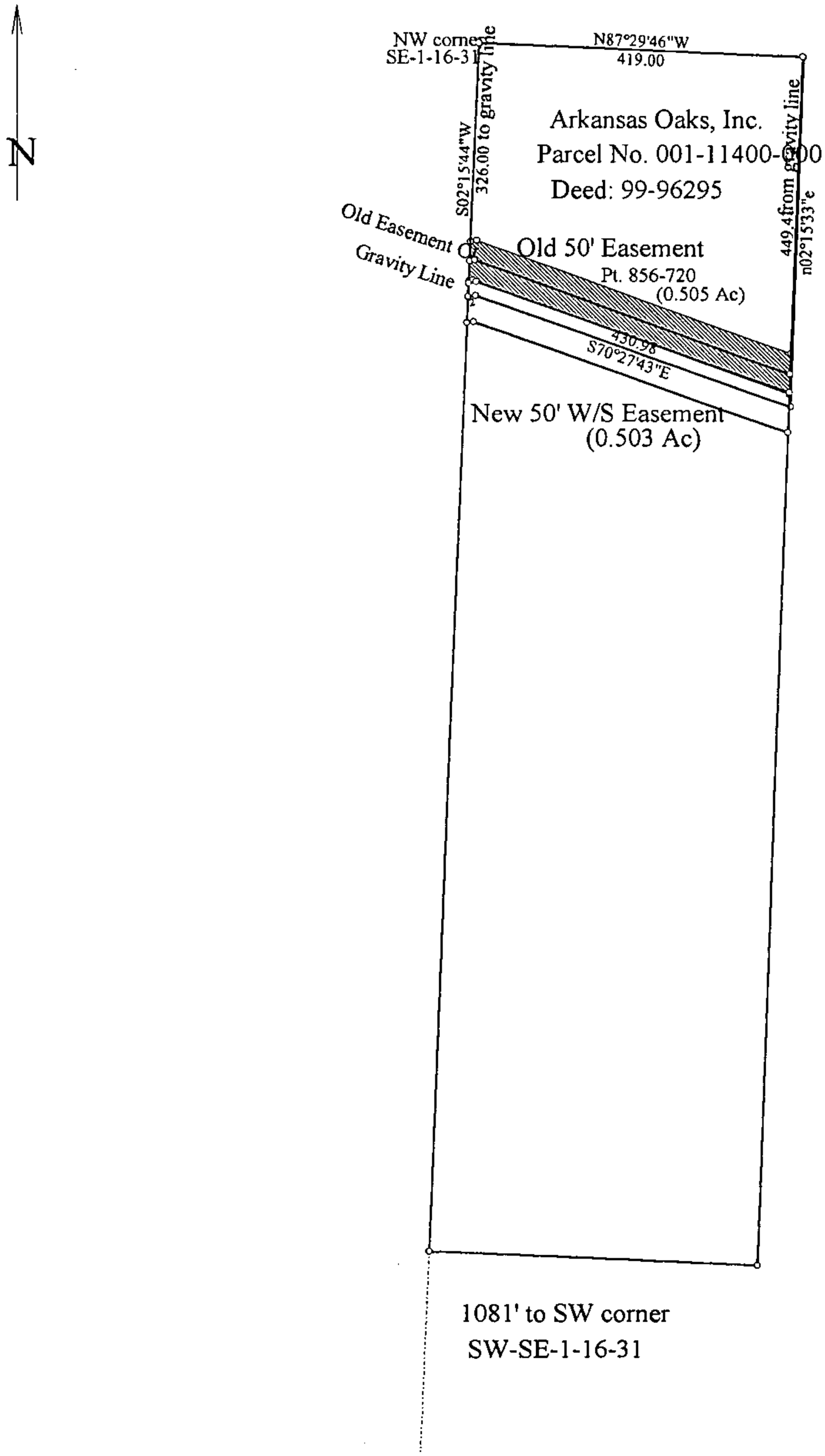
Notary Public

MY COMMISSION EXPIRES:

05-01-2000

NOTARY PUBLIC

99115157


N
NW corner
SE-1-16-31
N87°29'46"W
419.00
S02°15'44"W
326.00 to gravity line
449.4from gravity line
n02°15'33"e
Arkansas Oaks, Inc.
Parcel No. 001-11400-000
Deed: 99-96295
Old Easement
Gravity Line
Old 50' Easement
Pt. 856-720
(0.505 Ac)
430.98
S70°27'43"E
New 50' W/S Easement
(0.503 Ac)
1081' to SW corner
SW-SE-1-16-31

Data and Deed Call Listing of File: ARK-OAK.DES

Tract 1: 0.000 Acres: 0 Sq Feet: 0.0 Sq Meters: Closure = s02.1544w 1081.00 feet: Precision =1/ 1: Perimeter = 1081 feet
Tract 2: 15.037 Acres: 60852.2 Sq Meters: No significant closure error. : Perimeter = 3965 feet
Tract 3: 3.714 Acres: 161795 Sq Feet: 15031.2 Sq Meters: Closure = n66.4725w 2.04 feet: Precision =1/800: Perimeter = 1635 feet
Tract 4: 3.291 Acres: 143366 Sq Feet: 13319.1 Sq Meters: No significant closure error. : Perimeter = 1547 feet
Tract 5: 0.505 Acres: 21983 Sq Feet: 2042.3 Sq Meters: Closure = n39.4224w 0.02 feet: Precision =1/57589: Perimeter = 983 feet
Tract 6: 0.503 Acres: 21928 Sq Feet: 2037.2 Sq Meters: No significant closure error. : Perimeter = 981 feet

001=N02.1544E 1081
002=@2
003=N02.1544E 1563.28
004=S87.2946E 419.00
005=S02.1544W 1563.28
006=N87.2946W 419.00
007=@4 GR CL
008=S02.1544W 326.00
009=N79.4608E 9.62
010=S70.2743E 430.98
011=n02.1533e 449.41
012=N87.2946W 419.00
013=@4 Old Esmt. CL
014=S02.1544W 280.00
015=N79.1117E 7.10
016=S70.0243E 432.54
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035=s78.5529w 10.24
036=s02.1544w 17.47

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of March ~~X~~ 21 2000

FROM:

Ed Connell	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED: **Approval of an ordinance authorizing the City Attorney to seek court ordered possession** of land, permanent drainage easement area and temporary construction easement area from part of Lots No. 5 & 6, Block No.10, Ferguson's Addition, being a part of property owned by the Eastate of Lonnie L. And Hazel J. Shook. FOR THE EXTENSION OF 6th STREET AND THE HWY 71B INTERSECTION IMPROVEMENT

COST TO CITY:

$ 3,350.00	$ 365,649	6th Street Ext. to Huntsville
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5809.00	$ 159,594	
Account Number	Funds Used To Date	Program Name
96044	$ 206,055	Sales Tax CIP
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Emma Gatlin for Marilyn Cramer — Accounting Manager — Date 2/12/00
City Attorney — Date 2/16/00
Purchasing Officer — Date 2-17-00

GRANTING AGENCY: _____

Yolanda Fields — Internal Auditor — Date 2-15-00
ADA Coordinator — Date

STAFF RECOMMENDATION: City has no choice but to pursue via the courts due to the circumstances.

Jim Beavers — Division Head — Date 2-11-00
Department Director — Date 2-17-00
Administrative Services Director — Date 2-18-00
Mayor — Date 2/18/00

Cross Reference

New Item: Yes X No ___

Prev Ord/Res #: _____

Orig Contract Date: _____

6th Street Improv.
C. 2. Page 2

STAFF REVIEW FORM

Description Condemnation of Lots 5 & 6, Blk 10, Furegson's Addition, 6th St. Improve Meeting Date 03-07-2000

Comments: **Reference Comments:**

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: February 11, 2000

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor
Charles Venable, Public Works Director cd
Jim Beavers, City Engineer JB

FROM: Ed Connell, City Land Agent EC

RE: 6th Street and 71-B Intersection Improvement
Property of the Estate of Lonnie L. And Hazel J. Shook
NW Corner of Locust and 6th Street
Possession by Power of Eminent Domain

The City is in the final stages of implementing a plan to add a North turn lane to 6th Street, East of the intersection of School Street (Hwy 71-B). Three properties are involved in this improvement, two on the North side of 6th Street and one on the South side. The Eastern most property on the North side is titled in the names of Lonnie L. Shook and Hazel J. Shook. In recent years, the property and building were leased to Franklin Roofing Co.

The City requires the purchase of some additional right of way, as well as, the acquisition of some permanent drainage easement and some temporary construction easement for the implementation of this job. Mr. Shook passed away three or four years ago, with Mrs. Shook being the surviving spouse. Two weeks ago, Mrs. Shook also passed away, leaving no direct heirs to her estate. Since the estate will have to go through Probate to establish ownership on the subject property, staff is hereby requesting Council approval to seek court order possession of the required land purchase and easements. The time required to probate the estate will far exceed what we need in the completion of this project. At this time, we do not know who will function on behalf of the estate.

Attached, please find a copy of an offer letter sent in the name of Mr. and Mrs. Shook (title owners) which outlined the requirements of the City, as well as the offers made for these acquisitions based upon an independent appraisal of such acquisitions. As noted therein, $2,400 was offered for 1,177 ft^2 of land to be acquired in fee simple, $200 for 401 ft^2 of permanent drainage easement and $650 as rental for lands associated with 3,143 ft^2 of temporary construction easement, making a total offer of $3,250. This amount will be deposited with the court and become part of the probate action when that occurs. Last known address of Mr. or Mrs. Shook is shown in the attached letter.

PTION:Warranty Deed; Book 580, Page 352

Lots 1,2,3,4,5 and 6 in Block Numbered 10 of Ferguson's Addition to the City of Fayetteville, Arkansas, as per plat of said Addition on file in the Office of the Circuit Clerk of Washington County, Arkansas.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A part of Lots 5 and 6, Block 10, of Ferguson's Addition to the City of Fayetteville, Arkansas, as per plat of said subdivision recorded in Book 4 at Page 203 in the Office of the Circuit Clerk of Washington County, Arkansas and being more particularly described as follows: Commencing at the Southeast corner of said Lot 6 and running North 01° 07′ 58" East - 10.45 feet along the East line of Lot 6 to the Point of Beginning, said point being where the proposed North right of way line of 6th Street intersects the East line of Lot 6; thence along the East line of said Lot 6 North 01° 07′ 58" East - 10.10 feet; thence leaving the East line of Lot 6 and running North 85° 02′ 54" West - 124.04 feet; thence North 00° 27′ 16" East - 44.25 feet; thence North 89° 32′ 44" West - 19.68 feet to a point on the West line of Lot 5; thence South 01° 07′ 58" West - 10.00 feet to a point on the North line of the proposed Permanent Drainage Easement; thence leaving the West line of Lot 5 and running along said proposed Permanent Drainage Easement line South 89° 32′ 44" East - 9.80 feet; thence South 00° 27′ 16" West - 40.00 feet to a point on the proposed North right of way line of 6th Street; thence along the proposed North right of way line of 6th Street South 00° 27′ 16" West - 13.53 feet: thence South 85° 02′ 54" east - 119.37 feet; thence North 59° 14′ 31"East - 17.01 feet to the Point of Beginning, containing 3,143 ft², more or less,
The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property,

PERMANENT DRAINAGE EASEMENT DESCRIPTION:

A part of Lots 5 and 6, Block 10, of Ferguson's Addition to the City of Fayetteville, Arkansas, as per plat of said subdivision recorded in Book 4 at Page 203 in the Office of the Circuit Clerk of Washington County, Arkansas and being more particularly described as follows: Commencing at the Southwest corner of said Lot 6 and running North 01° 07′ 58" East - 25.67 feet to the Point of Beginning, said point being where the proposed North right of way line of 6th street intersects the West line of Lot 6; thence leaving the proposed North right of way line of 6th Street and running along the West line of lot 6 and 5, North 01° 07′ 58" East - 40.00 feet to a point where the North line of the proposed Permanent Drainage Easement intersects the West line of Lot 5; thence leaving the West line of said Lot 5 and running along the Permanent Drainage Easement line South 89° 32′ 44" East - 9.80 feet to a point on the proposed North right of way line of 6th Street; thence along the proposed North right of way line of 6th Street North 89° 32′ 44" West - 10.27 feet to the Point of Beginning, containing 401 ft², more or less,

The bearings for these descriptions are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property,

FEE SIMPLE ACQUISITION PROPERTY DESCRIPTION:

A part of Lot 6, Block 10 of Ferguson's Addition to the City of Fayetteville, Arkansas, as per plat of said subdivision recorded in Book 4 at Page 203 in the Office of the Circuit Clerk of Washington County, Arkansas and being more particularly described as follows: Beginning at the Southeast corner of said Lot 6 and running West 144 -feet along the South line of said Lot 6; thence North 01° 07′ 58" East - 25.67 feet along the West line of said Lot 6 and the East line of a 12 foot wide alley to a point where the proposed North right of way line intersects the West line of Lot 6; thence leaving the West line of Lot 6 and running along the proposed North right of way line of 6th Street, South 89° 32′ 44" East - 1-.27 feet; thence South 00° 27′ 16" West - 13.53 feet; thence South 85° 02′ 54" East - 119.37 feet; thence North 59° 14′ 31" East - 17.01 feet to a point on the East line of Lot 6; thence South 01° 07′ 58" West -10.45 feet to the Point of Beginning, containing 1,177 ft², more or less.

The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

January 31, 2000

Lonnie L. Shook and Hazel J. Shook
602 West 15th Street
Fayetteville, AR 72701

RE: 6th Street & 71-B Intersection Improvement
Lot #6, Block #10, Ferguson Addition
Tract #1

Dear Mr. and Mrs. Shook:

The City of Fayetteville has finalized the design and is about to begin an improvement to 6th Street, part of which involves an expansion and alignment of the intersection at School Avenue. A right turn lane, off of 6th Street going North onto School is to be installed. This additional lane will also align itself with the North lane of 6th Street, West of School. The City will further provide some additional radius for trucks turning off of School Ave. going East on 6th Street. This additional turn lane will affect the parking lot and front apron (Lot #6, Block 10, Ferguson's Addition) to the building on 6th Street at Locust Ave.

Included, please find a diagram which illustrates the anticipated requirements in terms of fee simple road right of way and temporary construction easement necessary for this project. Most of the intersection work is located on the North side of 6th Street and will affect the South part of your property and the property to the West belonging to Mr. and Mrs. Jr. Mabry. Our engineers have asked for a 20 foot wide Temporary Construction Easement on the North side of the new street right of way to be able to work the area without closing down 6th Street. This Temporary Easement will terminate completely at the end of the project. Another aspect of this project will require the clean-out and improvement of the drainage channel which flows within a 12 foot alley East of the building. The City engineers, however, are requesting a 10 foot wide permanent drainage easement, approximately 40 feet long and adjacent to the alley way, which would provide an improvement within the channel itself and the ability of the City to maintain the channel thereafter.

The City of Fayetteville had an independent appraiser value the anticipated requirements from you on this City project. In the opinion of the appraiser, the functionality of the building and the operation of the commercial facility would not be affected by the land that was required for this project. The appraiser valued the land at $2.00 per square foot ($87,100 per/acre). Permanent Drainage Easement was valued at $0.40/ sq. ft.(20% of land value) while Temporary Construction Easement was valued at $0.20 /sq. ft(10%of land value). The City of Fayetteville hereby offers **$2,400.00** for the fee simple acquisition of 1,177 square feet of street right of way; **$200.00** for 401 Sq. Ft. of drainage easement; and **$650.00** as rental of the lands associated with the Temporary Construction Easement (3,143 feet square); making a total offer amount of **$3,250.00**.

Should you accept this offer, the *Warranty* Deed, *Drainage Easement* and the *Temporary*

Construction Easement contained herein should be executed by all parties with current ownership in the particular property. The documents should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness your signatures and notarize such document if you will advise us accordingly. Upon receipt of these documents, a check will be requested and you will be paid the amount indicated in this offer letter.

We anticipate a time frame of 8-10 weeks that the South entry into this business and the parking lot will experience interruption and inconvenience to the operation of the business at this location. The use of the North gate on this property(5th Street) will be necessary to reach the parking areas West of the building. The project will specify that a security fence is to be installed along the North and East boundaries of the Temporary Construction Easement. This fence, or an equivalent new fenceand gate, will be placed on the North and East boundaries of the new right of way and permanent drainage easement lines at the end of the project. The City can only compensate the property owner. Any recompense between lessor and lessee, as a result of City action, must be made between those parties.

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed. The amount of just compensation for the acquisition or use of your property will be determined by an independent appraisal and deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as just compensation, then you may withdraw the amount placed on deposit without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury in the Circuit Court to determine just compensation for your lands condemned. In either event, payment of the estimated just compensation will be made available to you.

We, however, ask that you accept the offer made herein by executing the attached *Warranty Deed, Drainage Easement*, and *Temporary Construction Easement*. Reduced copies of the documents are included herewith for your retention. We can provide you with copies of the recorded documents upon your request and at the appropriate time. Please provide us with a Tax Identification Number (for Corporations) or Social Security Number so that a check can be written. A Vendor Form is provided for this purpose and should be returned to the City.

A City Land Agent will be pleased to meet with you at your convenience and discuss all phases of this project and the associated documents. Please contact Ed Connell at (501) 444-3415, Jill Goddard at (501) 444-3407, or myself at (501) 575-8206, if we can be of assistance.

Sincerely yours,

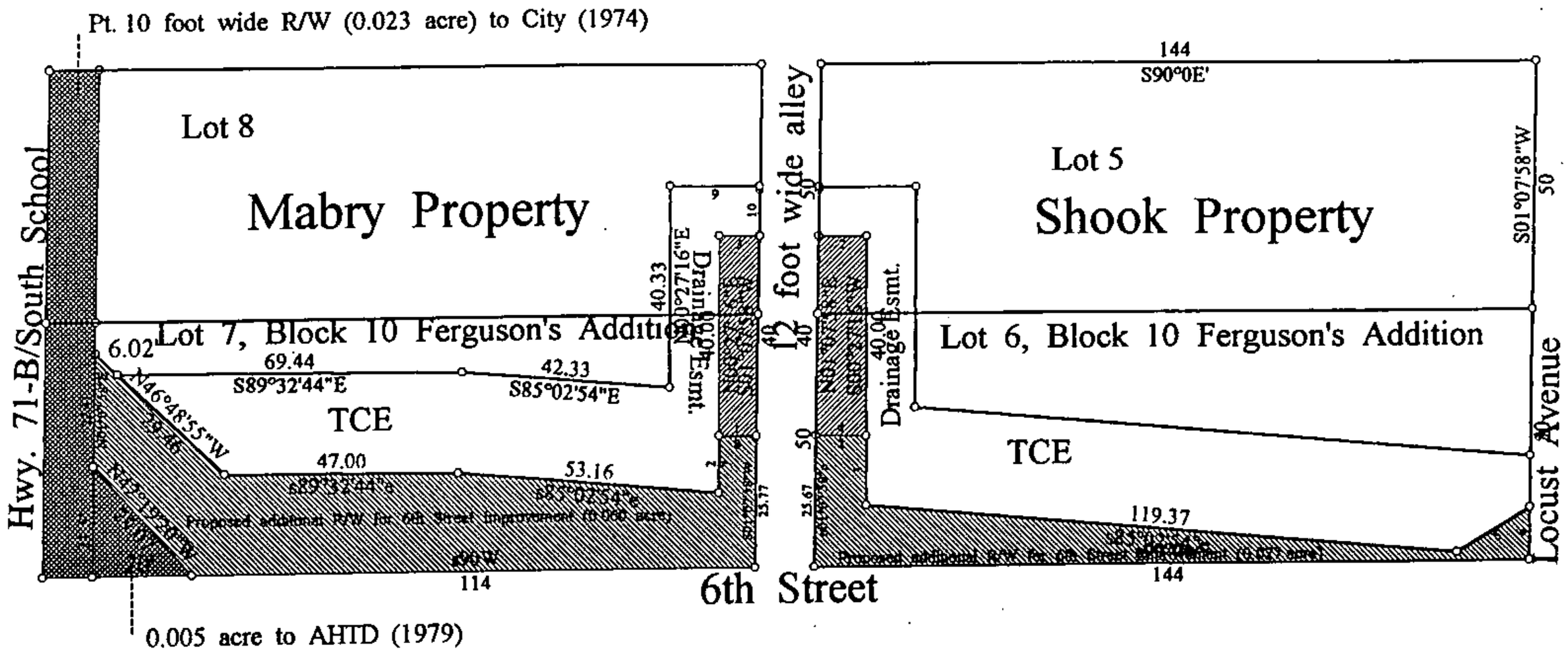
Jim Beavers,
City Engineer

Enclosures

N

Scale: 1"= 40 ft.

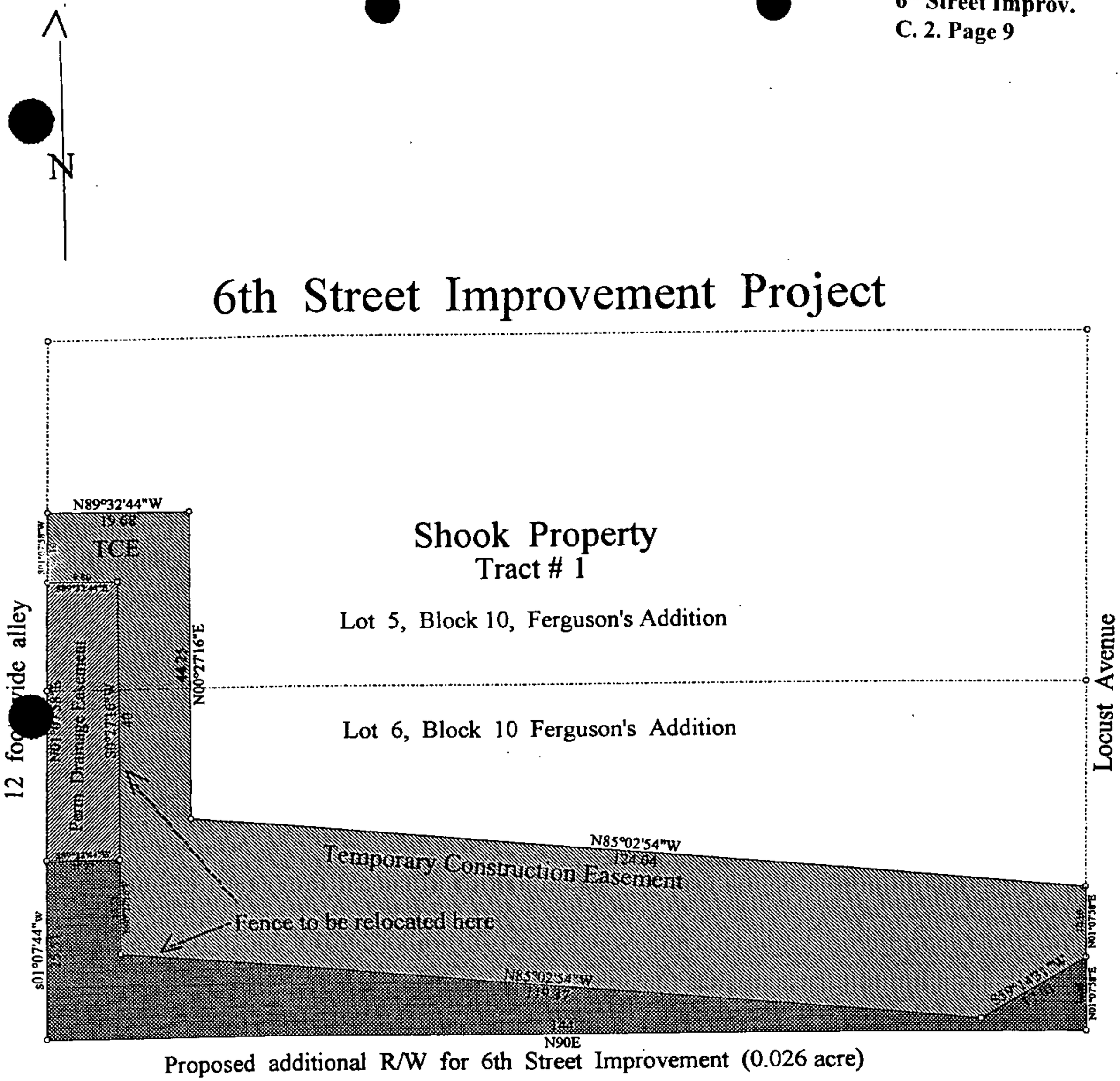
6th Street Improvement Project



Data and Deed Call Listing of File: PROJ-NEW.DES

+Tract 1: 0.165 Acres: 7199 Sq Feet: 668.8 Sq Meters: No significant closure error. : Perimeter = 388 feet
Tract 2: 0.000 Acres: 0 Sq Feet: 0.0 Sq Meters: Closure = s01.0758w 75.00 feet: Precision =1/ 1: Perimeter = 75 feet
Tract 3: 0.060 Acres: 2631 Sq Feet: 244.4 Sq Meters: No significant closure error. : Perimeter = 346 feet
Tract 4: 0.165 Acres: 7199 Sq Feet: 668.8 Sq Meters: No significant closure error. : Perimeter = 388 feet
Tract 5: 0.023 Acres: 1000 Sq Feet: 92.9 Sq Meters: No significant closure error. : Perimeter = 220 feet
Tract 6: 0.000 Acres: 0 Sq Feet: 0.0 Sq Meters: Closure = s01.0758w 75.00 feet: Precision =1/ 1: Perimeter = 75 feet
Tract 7: 0.005 Acres: 215 Sq Feet: 20.0 Sq Meters: No significant closure error. : Perimeter = 71 feet
Tract 8: 0.027 Acres: 1176 Sq Feet: 109.3 Sq Meters: No significant closure error. : Perimeter = 340 feet
Tract 9: 0.165 Acres: 7199 Sq Feet: 668.8 Sq Meters: No significant closure error. : Perimeter = 388 feet
Tract 10: 0.018 Acres: 779 Sq Feet: 72.4 Sq Meters: Closure = s01.2447w 40.01 feet: Precision =1/ 8: Perimeter = 329 feet
Tract 11: 0.007 Acres: 318 Sq Feet: 29.6 Sq Meters: No significant closure error. : Perimeter = 96 feet
Tract 12: 0.009 Acres: 401 Sq Feet: 37.3 Sq Meters: No significant closure error. : Perimeter = 100 feet
-Tract 13: 0.072 Acres: 3144 Sq Feet: 292.1 Sq Meters: No significant closure error. : Perimeter = 408 feet
Tract 14: 0.165 Acres: 7199 Sq Feet: 668.8 Sq Meters: No significant closure error. : Perimeter = 388 feet
Net Area= 0.093 Acres: 4054 Sq Feet: 376.7 Sq Meters

001=S90W 114
002=s90.0w 20
003=s90.0w 10.00
004=n01.0758e 50
005=s90.0E 10.00
006=s90.0e 134.00
007=s01.0758w 50
008=@1
009=N01.0758E 75
010=@1NEW ROW #7
011=s90W 114
012=N42.1920W 29.07
013=N01.0758E 22.41
014=**s46.4855e 35.48
015=s89.3244e 47.00
016=s85.0254e 53.16
017=N00.2716E 11.17
018=S89.3244E 7.72
019=S01.0758W 25.77
020=@5
021=N01.0758E 50
022=S90e 144
023=S01.0758W 50
024=N90w 144
025=@4
026=S90E 10
027=N01.0758E 100
028=N90W 10
029=S01.0758W 100
030=@1
031=/s90.0E 12
032=n01.0758e 75
033=@1
034=/n90.0w 114
035=n90.0w 20
036=n01.0758e 21.5
037=**s42.1920e 29.07
038=@32 N.ROW #6
039=n01.0758e 25.67
040=s89.3244e 10.27
041=s0.2716w 13.53
042=s85.0254e 119.37
043=n59.1431e 17.01
044=s01.0758W 10.45
045=n90.0w 144
046=@32 Lot 6
047=*n01.0758e 50
048=**n90.0e 144
049=*s01.0758w 50
050=s90.0w 144
051=@1TCE #7
052=/N01.0758E 25.77
053=N89.3244W 7.72
054=S00.2716W 11.17
055=**N85.0254W 53.16
056=**N89.3244W 47.00
057=N46.4855W 29.46
058=S89.3244E 69.44
059=S85.0254E 42.33
060=N00.2716E 40.33
061=S89.3244E 18.31
062=S0.010758W 10.00
063=@1Drainage #7
064=/N01.0758E 25.77
065=N89.3244W 7.72
066=N00.2716E 40.00
067=S89.3244E 8.19
068=S01.0758W 40
069=@1Drainage #6
070=/S90.0E 12
071=/N01.0758E 25.67
072=N01.0758E 40
073=s89.3343e 9.80
074=S00.2716W 40.00
075=N89.3244W 10.27
076=@1 TCE-#6
077=/S90.0E 12
078=/N01.0758E 65.67
079=N01.0758E 10
080=S89.3244E 19.68
081=S00.2716W 44.25
082=S85.0254E 124.04
083=S01.0758W 10.10
084=S59.1431W 17.01
085=N85.0243W 119.37
086=N00.2716E 13.53
087=N00.2716E 40.00
088=n89.3244w 9.79
089=@32 Lot 5
090=/N01.0758E 50
091=*N01.0758E 50
092=S90.0E 144
093=S01.0758W 50
094=**N90.0W 144


N
6th Street Improvement Project
Shook Property
Tract # 1
Lot 5, Block 10, Ferguson's Addition
Lot 6, Block 10 Ferguson's Addition
12 foot wide alley
Locust Avenue
N89°32'44"W
19.68
TCE
Perm. Drainage Easement
N00°27'16"E
44.27
N01°07'38"W
S00°27'16"W
40
N85°02'54"W
124.04
Temporary Construction Easement
Fence to be relocated here
S01°07'44"W
N85°02'54"W
139.37
144
N90E
Proposed additional R/W for 6th Street Improvement (0.026 acre)
6th Street

Data and Deed Call Listing of File: LOT6-NEW.DES

Tract 1: 0.027 Acres: 1176 Sq Feet: 109.2 Sq Meters: No significant closure error. : Perimeter = 340 feet
Tract 2: 0.165 Acres: 7199 Sq Feet: 668.8 Sq Meters: No significant closure error. : Perimeter = 388 feet
Tract 3: 0.072 Acres: 3143 Sq Feet: 292.0 Sq Meters: No significant closure error. : Perimeter = 408 feet
Tract 4: 0.165 Acres: 7199 Sq Feet: 668.8 Sq Meters: No significant closure error. : Perimeter = 388 feet
Tract 5: 0.009 Acres: 401 Sq Feet: 37.3 Sq Meters: No significant closure error. : Perimeter = 100 feet

001=N90E 144
002=N01.0758E 10.45
003=S59.1431W 17.01
004=N85.0254W 119.37
005=N00.2716E 13.53
006=S89.3244W 10.27
007=s01.0744w 25.51
008=@1Lot 6
009=S90.0e 144
010=N01.0758E 50
011=N90.0w 144
012=S01.0758W 50
013=@3 TCE
014=N01.0758E 10.10
015=N85.0254W 124.04
016=N00.2716E 44.25
017=N89.3244W 19.68
018=S01.0758W 10
019=S89.3244E 9.80
020=S0.2716W 40
021=**S0.2716W 13.53
022=**S85.0254E 119.37
023=**N59.1431E 17.0
024=@1 Lot 5
025=/N01.0758E 50
026=N01.0758E 50
027=S90.0E 144
028=S01.0758W 50
029=s90.0000w 144.00
030=@1 Drain Esmt.
031=/N01.0758E 25.67
032=N01.0758E 40
033=**S89.3244E 9.80
034=**S00.2716W 40.0
035=**N89.3244W 10.27

APPRAISAL REPORT
FOR
CITY OF FAYETTEVILLE
Limited Summary Appraisal Report

PROJECT Sixth Street & School Ave. Improvements (Project No. 96044)
COUNTY Washington

PARCEL # 765-05447-000

LOCATION 302 W. 6th St., Fayetteville, AR
FEE OWNER Lonnie L. and Hazel J. Shook
ADDRESS 602 West 15th Street, Fayetteville, AR 72701

ESTATE APPRAISED Fee Simple

AREA OF WHOLE .99 acres **AREA OF RESIDUAL** .963 acres

AREA OF PERMANENT R-O-W ACQUISITION 1,177 sq. ft. or .027 Ac.
(Descriptions attached)

Permanent Drainage Easement 401 sq. ft. or .009 acre

Temporary Construction Easement 3,143 sq. ft. or .07 Ac.

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY:

Before		
Land	$ 86,400	
Improvements	$ NA	
Total		$ 86,400
After		
Land	$ 84,000	
Improvements	$ NA	
Total		$ 84,000

FAIR MARKET VALUE OF PERMANENT R-O-W ACQUISITION **$ 2,400**

As of 11th *day of November 1999*

ALLOCATION OF F.M.V. OF TOTAL ACQUISITION

R-O-W	1,177 SF @ $2.00/SF	= $ 2,354	Say $ 2,400
Drainage Esmt.	401 SF @ $2.00/SF x .20	= $ 160	Say $ 200
T.C.E.*	3,143 SF @ $2.00/SF x .10 x 1	= $ 629	Say $ 650
Trees	None		$ 0
Improvements:	None		$ 0
Total R-O-W, D.E., T.C.E., & Improvements			$ 3,250
Damages or Benefits:	None		$ 0
Total Compensation			$ 3,250

ATTACHMENTS:

X Certificate of Appraiser
X Photographs
X Site, Improvement, H&B Use Narrative
X Legal Descriptions
X Market Data Approach
X Survey
X Tax Assessment Card

Appraiser, Mark E. Risk GAA, #CG0202

APPRAISER CERTIFICATION BOARD STATE CERTIFIED GENERAL No. CG0202 MARK E.

* Drainage Easement value is based upon 20% of fee simple land value.

** Temporary Construction Easement (T.C.E.) value is based upon the fee simple land value multiplied times the Current Yield on 1 Year CDs for a 1 year period plus a premium for inconvenience.

West 6th Street Improvement
Parcel No. 765-05447-000
Tract No. 1

WARRANTY DEED

HUSBAND AND WIFE
(With Relinquishment of Curtesy and Dower)

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **Lonnie L. Shook and Hazel J. Shook**, husband and wife, hereinafter called GRANTORS, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

A part of Lot 6, Block 10 of Ferguson's Addition to the City of Fayetteville, Arkansas, as per plat of said subdivision recorded in Book 4 at Page 203 in the Office of the Circuit Clerk of Washington County, Arkansas and being more particularly described as follows: Beginning at the Southeast corner of said Lot 6 and running West 144 -feet along the South line of said Lot 6; thence North 01° 07′ 58" East - 25.67 feet along the West line of said Lot 6 and the East line of a 12 foot wide alley to a point where the proposed North right of way line intersects the West line of Lot 6; thence leaving the West line of Lot 6 and running along the proposed North right of way line of 6th Street, South 89° 32′ 44" East - 1-.27 feet; thence South 00° 27′ 16" West - 13.53 feet; thence South 85° 02′ 54" East - 119.37 feet; thence North 59° 14′ 31" East - 17.01 feet to a point on the East line of Lot 6; thence South 01° 07′ 58" West -10.45 feet to the Point of Beginning, containing 1,177 ft^2, more or less.
The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantors, hereby covenant that they are lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantors will forever warrant and defend the title to the said lands against all legal claims whatever.

And we, the respective Grantors, hereby release and relinquish unto the said Grantee our respective rights of dower/curtesy and homestead in and to said lands.

WITNESS the execution hereof on this _____ day of _____, 1999.

_____ Lonnie L. Shook

_____ Hazel J. Shook

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Lonnie L. Shook and Hazel J. Shook**, husband and wife, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that **they** had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 1999.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

Project No. 95044
Project: West 6th Street Improvement
Parcel No. 765-05447-000
Tract No. 1

DRAINAGE EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **Lonnie L. Shook and Hazel J. Shook**, husband and wife, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to excavate, construct, maintain, repair and/or replace an earthen retaining levy, drainage tile area, open ditch, concrete channel and/or concrete inlet box on, over, and through the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: Warranty Deed, Book 580, Page 352

Lots 1,2,3,4,5 and 6, Block 10, Ferguson's Addition to the City of Fayetteville, Arkansas, as per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

PERMANENT DRAINAGE EASEMENT DESCRIPTION:

A part of Lots 5 and 6, Block 10, of Ferguson's Addition to the City of Fayetteville, Arkansas, as per plat of said subdivision recorded in Book 4 at Page 203 in the Office of the Circuit Clerk of Washington County, Arkansas and being more particularly described as follows: Commencing at the Southwest corner of said Lot 6 and running North 01° 07′ 58" East - 25.67 feet to the Point of Beginning, said point being where the proposed North right of way line of 6th street intersects the West line of Lot 6; thence leaving the proposed North right of way line of 6th Street and running along the West line of lot 6 and 5, North 01° 07′ 58" East - 40.00 feet to a point where the North line of the proposed Permanent Drainage Easement intersects the West line of Lot 5; thence leaving the West line of said Lot 5 and running along the Permanent Drainage Easement line South 89° 32′ 44" East - 9.80 feet to a point on the proposed North right of way line of 6th Street; thence along the proposed North right of way line of 6th Street North 89° 32′ 44" West - 10.27 feet to the Point of Beginning, containing 401 ft^2, more or less,

The bearings for these descriptions are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property,

together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to pay any damages which may arise to growing crops or fences from the above described construction, maintenance and operation as determined by three disinterested persons. One of whom shall be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any buildings or structures in said permanent easement other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional drainage structures within the above described permanent easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 1999.

_____ Lonnie L. Shook

_____ Hazel J. Shook

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Lonnie L. Shook and Hazel J. Shook**, husband and wife, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 1999.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

Project No. 96044
West 6th Street Improvement
Parcel No. 765-05448-000
Tract No. 1

TEMPORARY CONSTRUCTION EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **Lonnie L. Shook and Hazel J. Shook**, husband and wife, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a temporary construction easement on, over, and through the following described land situated in the County of Washington, State of Arkansas, for construction purposes necessary in the with widening of 6th Street, to-wit:

PROPERTY DESCRIPTION:Warranty Deed; Book 580, Page 352

Lots 1,2,3,4,5 and 6 in Block Numbered 10 of Ferguson's Addition to the City of Fayetteville, Arkansas, as per plat of said Addition on file in the Office of the Circuit Clerk of Washington County, Arkansas.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A part of Lots 5 and 6, Block 10, of Ferguson's Addition to the City of Fayetteville, Arkansas, as per plat of said subdivision recorded in Book 4 at Page 203 in the Office of the Circuit Clerk of Washington County, Arkansas and being more particularly described as follows: Commencing at the Southeast corner of said Lot 6 and running North 01° 07′ 58" East - 10.45 feet along the East line of Lot 6 to the Point of Beginning, said point being where the proposed North right of way line of 6th Street intersects the East line of Lot 6; thence along the East line of said Lot 6 North 01° 07′ 58" East - 10.10 feet; thence leaving the East line of Lot 6 and running North 85° 02′ 54" West - 124.04 feet; thence North 00° 27′ 16" East - 44.25 feet; thence North 89° 32′ 44" West - 19.68 feet to a point on the West line of Lot 5; thence South 01° 07′ 58" West - 10.00 feet to a point on the North line of the proposed Permanent Drainage Easement; thence leaving the West line of Lot 5 and running along said proposed Permanent Drainage Easement line South 89° 32′ 44" East - 9.80 feet; thence South 00° 27′ 16" West - 40.00 feet to a point on the proposed North right of way line of 6th Street; thence along the proposed North right of way line of 6th Street South 00° 27′ 16" West - 13.53 feet: thence South 85° 02′ 54" east - 119.37 feet; thence North 59° 14′ 31"East - 17.01 feet to the Point of Beginning, containing 3,143 ft^2, more or less,
The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property,

together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction easement shall exclude any permanent structure presently located within said temporary construction easement area.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The consideration first above recited as being paid to the Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this _____ day of _____, 1999.

_____ _____
Lonnie L. Shook Hazel J. Shook

Temporary Construction Easement
Lonnie L. Shook and Hazel J. Shook
West 6th Street Improvement
Tract 1

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Lonnie L. Shook and Hazel J. Shook**, husband and wife, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 1999.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

FAYETTEVILLE

PLEASE RETURN TO:
CITY OF FAYETTEVILLE
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701
(501) 444-3414
FAX: (501) 575-8316

THE CITY OF FAYETTEVILLE, ARKANSAS

VENDOR FORM

Vendor # _____
(For Office Use Only)

According to the Federal Income Tax Law, the City is required to obtain the information listed below from all individuals and companies with whom we do business. Failure to comply may subject you and/or your company to certain penalties, as well as withholding tax.

Please complete the following:

_____ Sole Proprietorship
_____ Corporation
_____ Partnership
_____ Tax-exempt organization under Section 501(a)
_____ Foreign Government
X Individual
_____ Other (please explain)

Tax Identification number:

_____ Federal employer identification number

OR

X_____ Social Security number (for individual or sole proprietors)

I certify that the above information is true and correct.

Lonnie L. Shook / Hazel J. Shook
Name of Individual or Business

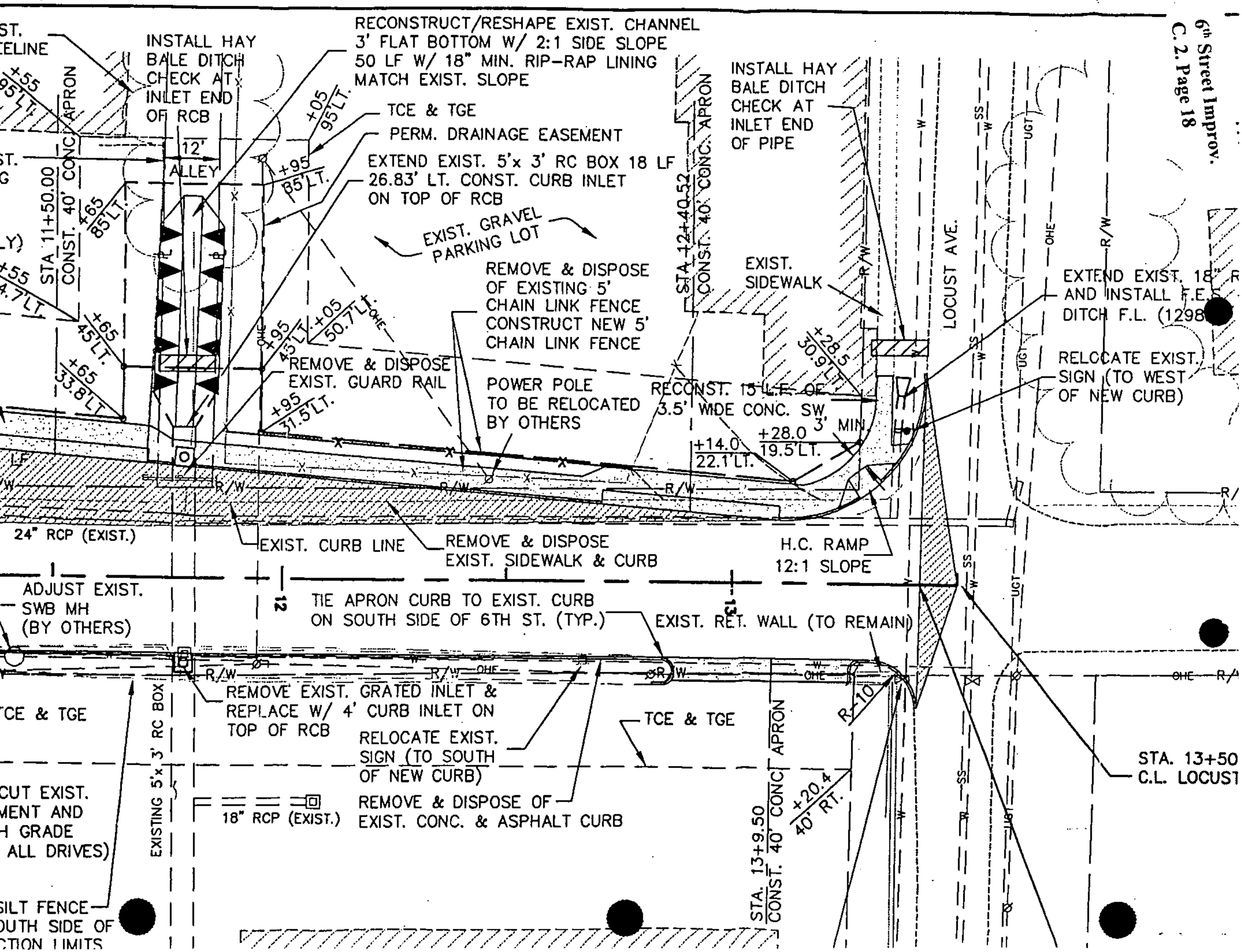
602 West 15th Street
Address

Fayetteville, AR 72701
City, State, Zip Code

X _____ X _____
Signature Date

NA
Title

Please mail or FAX this completed form to the City of Fayetteville at the above address or FAX number.


INSTALL HAY BALE DITCH CHECK AT INLET END OF RCB
RECONSTRUCT/RESHAPE EXIST. CHANNEL 3' FLAT BOTTOM W/ 2:1 SIDE SLOPE 50 LF W/ 18" MIN. RIP-RAP LINING MATCH EXIST. SLOPE
TCE & TGE
PERM. DRAINAGE EASEMENT
EXTEND EXIST. 5'x 3' RC BOX 18 LF 26.83' LT. CONST. CURB INLET ON TOP OF RCB
EXIST. GRAVEL PARKING LOT
REMOVE & DISPOSE OF EXISTING 5' CHAIN LINK FENCE CONSTRUCT NEW 5' CHAIN LINK FENCE
REMOVE & DISPOSE EXIST. GUARD RAIL
POWER POLE TO BE RELOCATED BY OTHERS
RECONST. 15 L.F. OF 3.5' WIDE CONC. SW
INSTALL HAY BALE DITCH CHECK AT INLET END OF PIPE
EXIST. SIDEWALK
LOCUST AVE.
EXTEND EXIST. 18" AND INSTALL F.E.S. DITCH F.L. (1298
RELOCATE EXIST. SIGN (TO WEST OF NEW CURB)
STA. 11+50.00 CONST. 40' CONC. APRON
STA. 12+40.52 CONST. 40' CONC. APRON
12' ALLEY
24" RCP (EXIST.)
EXIST. CURB LINE
REMOVE & DISPOSE EXIST. SIDEWALK & CURB
H.C. RAMP 12:1 SLOPE
ADJUST EXIST. SWB MH (BY OTHERS)
TIE APRON CURB TO EXIST. CURB ON SOUTH SIDE OF 6TH ST. (TYP.)
EXIST. RET. WALL (TO REMAIN)
REMOVE EXIST. GRATED INLET & REPLACE W/ 4' CURB INLET ON TOP OF RCB
RELOCATE EXIST. SIGN (TO SOUTH OF NEW CURB)
TCE & TGE
EXISTING 5'x 3' RC BOX
18" RCP (EXIST.)
REMOVE & DISPOSE OF EXIST. CONC. & ASPHALT CURB
STA. 13+9.50 CONST. 40' CONC. APRON
STA. 13+50 C.L. LOCUST
SILT FENCE
SOUTH SIDE OF
CTION LIMITS

COUNCIL
ON AGING, Inc.

Community Adult Center
Adult Day Services
Elderly Services &
Nutrition Program
(501) 582-1604

February 28, 2000

Mayor Fred Hanna
City of Fayetteville
Fayetteville, Arkansas

Dear Mayor Hanna:

With your support and guidance, the Council On Aging has been pursuing with the City Council a proposal to assess a two mil tax for one year to raise the balance of funds necessary to build a new Community Senior Center for Fayetteville.

Thank you for your support and guidance.

Many different proposals and dollar amounts have been raised and it seems the issue has become clouded. This letter is to confirm with you exactly the proposal the Council On Aging wishes to pursue and to offer explanations for the amounts we are seeking.

First, the Council On Aging has had planned for seven years a complex at Walker Park that includes a Senior Community Center, an Adult DayCare Facility, and new office spaces for the Council On Aging.

Second, our request to the City Council is for the Senior Community Center only. The balance of the project will be built in phases and with sources of funding other than City of Fayetteville.

Third, the Senior Community Center comprises 19,609 gross square feet. The estimated cost for the project according to John Thiele, construction estimator, is $2,100,000. To date, the Council On Aging has raised $1.2 million dollars for the project. The sources of this money are: $350,000 from the Area Agency on Aging of which $120,000 has been spent on architect fees and expenses; $350,000 from community development block grant; and $500,000 in dedicated HMR tax proceeds.

We are asking the City to help us build this Senior Community Center as it has been designed. A committee appointed by the City selected the architect. The architect

worked closely with us to determine the needs of our community and to design a building that addressed the potential of seniors.

We cannot afford to build a warehouse for our seniors. They deserve and demand much better.

The Council On Aging is asking the City Council to vote on the millage proposal based on construction estimates. If the millage passes, we will be insured of receiving competitive bids for construction from more than one source. The Council on Aging pledges to work with the City on the bids.

I hope that this will help to clarify questions you or your staff may have. I have enjoyed working with the City staff and anticipate a positive strong future working relationship.

Again, thank you for interest and support.

Sincerely,

Betty

Betty Turner
Executive Director

Daryl S. Rantis
Architects, P.A.
380 West Rock Street
Fayetteville, Arkansas 72701
(501)443-9112

Square footage breakdown for
Wax Haws Adult Community Center
Located at walker park

The following was projected using the AIA standards for calculating allowable square footage.

Spaces that are counted as 100%	Actual SqFt	AIA Allowed
Conditioned activity and support spaces	10,278	10,278
Mechanical Storage, Basement	3132	3,132
Kiln	159	159
Total Conditioned	13,569	13,569
Spaces that are counted at75%		
Covered Deck Area	2,844	2,133
Total Covered exterior space	2,844	2,133
Spaces that are counted as 50%		
Open terrace, Deck and paved pedestrian Areas	6,788	3,394
Mechanical Penthouse	1,026	513
Total Open space	7,814	3,907
Total Sq.Ft.	21,667	19,609

$/Sq.Ft. =
$2,100,000 ($2,300,000 - $200,000 budgeted for parking and sidewalks to building.)
/19609SqFt = $107/SqFt

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of 3/7, 2000

FROM:

Connie Edmonston	Parks & Recreation	Public Works
Name	Division	Department

ACTION REQUIRED:

Approval of an agreement for professional services with Portoco Group for the feasibility study of the Botanical Garden Society of the Ozarks, Inc. as part of the matching grant program award from the Arkansas Department of Parks and Tourism. The contract amount is $21,895.40. A bid waiver is requested. Approval of a budget adjustment recognizing the grant funding and city match is also requested.

COST TO CITY:

$$21,895.40	$14,677	Services Charges
Cost of this Request	Category/Project Budget	Category/Project Name
1010-5200-5314-03	$383	Parks Administration
Account Number	Funds Used To Date	Program Name
	$14,294	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item __xx_ Budget Adjustment Attached

Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Emma L. Bailey for Marilyn Grainer — Accounting Manager — 2/18/00 Date

City Attorney — 2/18/00 Date

P Nice PR — Purchasing Officer — 2/18/00 Date

GRANTING AGENCY:

Yolanda Fields — Internal Auditor — 2-18-00 Date

ADA Coordinator — Date

STAFF RECOMMENDATION:

Approval of agreement, bid waiver, and budget adjustment.

Connie Edmonston — Division Head — 2-17-00 Date

Charles Venable — Department Director — 2-22-00 Date

Administrative Services Director — 2-22-00 Date

Mayor — 2/22/00 Date

Cross Reference

New Item: Yes (No)

Prev Ord/Res #: 148-99

Orig Contract Date:_

Orig Contract Number: ____

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council

THRU: Charlie Venable, Public Works Director

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

DATE: February 11, 2000

RE: Botanical Garden Society of the Ozarks Agreement and Bid Waiver with Portico Group

The Botanical Garden Society of the Ozarks has requested approval of an agreement with Portico Group in the amount of $21,895.40 to conduct a feasibility study as part of the garden master plan at Lake Fayetteville. In November of 1999, the City Council approved to fund up to $15,000 for the matching grant from the Arkansas Department of Parks and Tourism. The Society was awarded matching grant funds in the amount of $10,947.70.

Portico Group was initially hired last year by the Society to develop the master plan as funds were available. A bid waiver for professional services is requested because the Portico Group has already worked on other phases of the project and would therefore have the information and capability to complete the feasibility study at a more economical cost. If further information is needed concerning this request, please call Donna Porter at 443-6638.

Attachment:
Agreement with Portico Group
Grant Award

City of Fayetteville, Arkansas
Budget Adjustment Form

Botanical Garden
C. 5. Page 3

Budget Year	Department:	Public Works	Date Requested	Adjustment #
2000	Division:	Parks & Recreation	March 7, 2000	
	Program:	Parks Administration		

Project or Item Requested:
Funding is requested for a matching grant to conduct a tourism feasibility study for the Botanical Gardens of the Ozarks at Lake Fayetteville.

Project or Item Deleted:
None. Recognition of a state grant and use of fund balance is proposed for this adjustment.

Justification of this Increase:
The City has been awarded a state grant to conduct a tourism feasibility study for the Botanical Gardens of the Ozarks at Lake Fayetteville. The state grant requires a city match.

Justification of this Decrease:
Sufficient funds exist in fund balance to fund this request and comply with City policy.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Architectural Services	21,896	1010	5200		5314	03		

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
State Grants	10,948	1010	0001		4302	00		
Use of Fund Balance	10,948	1010	0001		4999	99		

Approval Signatures

	Date
Requested By	
Budget Manager	2-15-2000
Department Director	
Admin. Services Director	
Mayor	

Budget Office Use Only

Type: A B C (D) E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category L _____

Blue Copy: Budget & Research / Yellow Copy: Requester

H:\BUDGET\PROJECTS\OTHER\ba_2000\BGO_BA.WK4

Standard Form of Agreement Between Owner and Architect for Special Services

AIA Document B727 - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Recommended for use with current editions of standard AIA Agreement forms and documents.

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AGREEMENT

made as of the Second day of February in the year of ~~Nineteen Hundred and~~ Two Thousand .

BETWEEN the Owner:
(Name and address)
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

and the Architect:
(Name and address)
Portico Inc., d/b/a The Portico Group
217 Pine Street, 2nd Floor
Seattle, Washington 98101-1500
Federal Tax ID No. 91-1577875

For the following Project:
(Include detailed description of Project, location, address and scope.)
Feasibility study services for the Botanical Garden of the Ozarks, Fayetteville, Arkansas

The Owner and the Architect agree as set forth below.

ARTICLE 1
ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

Feasibility study services as detailed in the Botanical Garden of the Ozarks, Feasibilty Analysis Components dated November 10, 1999 marked as Exhibit A, attached and made a part hereof.

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 2
OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3
USE OF ARCHITECT'S DOCUMENTS

3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 4
ARBITRATION

4.1 ~~Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.~~

4.2 ~~A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.~~

4.3 ~~No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

4.4 ~~The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

ARTICLE 5
TERMINATION OR SUSPENSION

5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 5.4.

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5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

.1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and

.2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.

ARTICLE 6
MISCELLANEOUS PROVISIONS

6.1 ~~Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.~~

6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Paragraph 8.4.

6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

6.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

6.6 ~~Unless otherwise provided in this Agreement, t~~ The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 7

7.1 DIRECT PERSONNEL EXPENSE

7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

7.2 REIMBURSABLE EXPENSES

7.2.1 ~~Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:~~

.1 ~~expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;~~

.2 ~~long-distance communications;~~

.3 ~~fees paid for securing approval of authorities having jurisdiction over the Project;~~

.4 ~~reproductions;~~

.5 ~~postage and handling of documents;~~

.6 ~~expense of overtime work requiring higher than regular rates, if authorized by the Owner;~~

.7 ~~renderings and models requested by the Owner;~~

.8 ~~expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and~~

.9 ~~Expense of computer-aided design and drafting equipment time when used in connection with the Project.~~

7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

7.3.2 An initial payment as set forth in Paragraph 8.1 is the minimum payment under this Agreement.

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ACCOUNTING RECORDS

7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8
BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

8.1 AN INITIAL PAYMENT OF Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:
(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)
A lump sum fixed fee for professional services of Twenty One Thousand Eight Hundred Ninety Five and 40/00 Dollars ($21,895.40) inclusive of all expenses and third party costs.

8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of ( ) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project. Compensation for normal and customary reimbursable expenses is provided in the lump sum fixed fee identified in Paragraph 8.2.

8.4 ~~Payments are due and payable~~ ( ) ~~days from the date of the Architect's invoice. Amounts unpaid~~ ( ) ~~days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
(Insert rate of interest agreed upon.)

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

8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 9
OTHER CONDITIONS

9.1 The Owner agrees that a Purchase Order will be issued encumbering funds for this Project as described above within two weeks of the approval date (approval date is the date contract goes to council).

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

OWNER

(Signature)

(Printed name and title)

ARCHITECT

Timothy L. Nicoulin

(Signature)

Timothy L. Nicoulin, Chief Financial Officer
(Printed name and title)

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Exhibit A (4 pgs)

Botanical Garden of the Ozarks
Feasibility Analysis Components

Dean Runyan Associates
10 November 1999

How the study will be utilized

This study will be an important component of a master planning effort for the Garden. Its findings will help assure that there is a market for the Garden and that the garden can be operated in a cost-effective manner once it opens.

The project has the advantage that the feasibility analysis will be conducted in parallel with the master planning effort, allowing the economic analysis to directly inform and help guide the Garden design process. For example, the analysis of markets and demand will help determine the most suitable components to include in the garden, and what their scale should be. Similarly the financial analysis will help determine what revenue-generating components should be included in the garden design.

Qualifications

Dean Runyan Associates (DRA) was founded in 1986 to specialize in economic and market research related to recreation, education and tourism. DRA often participates on master planning teams in order to provide an economic and business component to the project, and in particular to assist with planning for a facility that is as financially successful as possible.

Specific projects that relate closely to the proposed project include economic and financial analysis for the Washington Park Arboretum in Seattle. This project, which we completed with the Portico Group, involved analyzing demand for the facility, preparing detailed revenue and cost projections, developing a multi-phase staffing plan, and preparing preliminary operating budgets for three phases of development. Potential revenue sources included admissions, parking, retail sales, educational activities, special events and donations, as well as support from two government agencies and a private foundation.

The Oregon Garden is a major display garden and research facility now under construction near Silverton in the central Willamette Valley. We analyzed site requirements for the facility and made a site recommendation, projected attendance and other elements of demand, developed a preliminary operating budget and discussed the economic impacts of the facility.

DRA has also prepared financial projections and plans for a number of museums, interpretive centers, zoos, aquariums and recreation destinations. Most of these projects involve analyzing demographic trends and making specific attendance and financial projections. A project list appears in the Appendix.

DRA also specializes in analyzing and planning for tourism development and has prepared a number of tourism studies and master plans, including a tourism master plan for Alaska, another for North Dakota, and economic studies for state tourism departments in California, Washington, Oregon, Texas, Colorado, Idaho, Alaska and North Dakota.

Procedures

Task 1: Market Analysis

This task describes the primary visitor market for the proposed facility and provides very important information for purposes of projecting potential demand for a new facility. This analysis will be based in part on data collected from comparable facilities, travel- and tourism-related sales data, and other information useful for documenting the growth and significance of Arkansas travel and tourism.

This task also involves identifying and contacting a selection of six to eight comparable garden facilities, gathering information on:

- Visitor origin, demographics and other characteristics
- Visitor attendance and seasonal variations
- Facility, site and area use patterns, including access, traffic patterns, attendee length of stay, seasonal and other use patterns, associated activities of visitors, etc.
- Anticipated plans for expansion, changes in interpretive programming, and/or new cooperative arrangements with other facilities
- Any data on economic benefits to local and regional areas

A second facility category includes attractions in the local area and elsewhere in Arkansas, such as museums, recreation sites, commercial attractions, visitor information sources, campgrounds, etc., which can provide useful data regarding visitor origin, seasonality and other factors important for preparing attendance forecasts.

A visitor use forecast will be prepared for the Garden in order to guide facility

planning. This forecast will specify the seasonal, day-of-the-week, [illegible] attendance distribution, [illegible] in particular will include peak period specifications fo purposes of sizing buildings, parking lots and other facilities.

Forecasts will be prepared using a well-established and methodologically justifiable approach, based on:

- current seasonal patterns of recreation and travel
- existing and projected demand from local, regional and national markets
- existing and projected penetration of anticipated markets
- projected market area trends, including population growth, income and recreation activity

Task 3: Economic Feasibility Analysis

Revenue projections will be prepared from attendance projections and other operational data. These revenues will then be compared with projections of operating costs, as determined through analysis of a) previous operating cost estimates of the facility and b) the operating costs of comparable facilities. Staffing is typically a primary cost item for facilities such as the Garden and will be considered carefully, including the potential for using volunteers and interns.

The results of the revenue and cost analysis will be summarized in the form of a five-year pro forma financial analysis showing cash flow and profit/loss.

Cost Estimate for BGSO Feasibility Study

Task	Cost	Mark-up	Total	Task Total
Phase 2				
Labor	10,880.00	1.03	11,206.40	
Expenses	2,000.00	1.03	2,060.00	**13,266.40**
Prep for Document	4,000.00	1.03	4,120.00	**4,120.00**
Project Coordination				
Masterplan Coordination/Per Day	800.00	4	3,200.00	
Consultant Coordination/Per Day	1,000.00	0.5	500.00	
Expenses	300.00	1.03	309.00	**4,009.00**
Printing	500.00			**500.00**
Total Cost of BGSO Feasibility Study				**21,895.40**

STAFF REVIEW FORM

X Agenda Request
___ Contract Review
___ Grant Review

For the Fayetteville City Council meeting of March 7, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 99-34.00 submitted by Daniel Broyles on behalf of Robert Norman, Kyle Pendergraft, and Rick Barnes for property located at 1633 E. Zion Road. The property is zoned A-1, Agricultural and contains approximately 0.76 acres. The request is to rezone the property to R-2, Medium Density Residential.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator _____ Administrative Services Director _____

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: _____

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	2-18-00 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and Planning Commission unanimously voted 7-0-1 to recommend and forward the rezoning to the City Council. Commissioner Ward abstained.

Division Head	2-18-00 Date
Department Director	2-18-00 Date
Administrative Services Director	2-18-00 Date
Mayor	2/22/00 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: Dawn T. Warrick, Associate Planner
THRU: Tim Conklin, City Planner
DATE: February 14, 2000

RZ 99-34.00: Rezoning (Norman, Pendergraft, Barnes, pp 136) was submitted by Daniel Broyles on behalf of Robert Norman, Kyle Pendergraft, and Rick Barnes for property located at 1633 E. Zion Road. The is zoned A-1, Agricultural and contains approximately 0.76 acres. The request is to rezone the property to R-2, Medium Density Residential.

RECOMMENDED MOTION:

Staff recommends approval of the requested rezoning from A-1 to R-2 based on the findings included as part of this report.

PLANNING COMMISSION ACTION: **Required** **YES**
O Approved **O Denied**

Date: February 14, 2000

CITY COUNCIL ACTION: **Required** ___YES___
O Approved **O Denied**

Date: _____

Comments: _____

H:\USERS\COMMON\DAWNT\REPORTS\PC\2-14-00\norman.wpd

BACKGROUND :

The applicant has requested the rezoning in order to convert an existing single family home into an office. The surrounding property is zoned R-2 and developed with residential uses. Staff has recommended approval of the rezoning because the applicant could then apply for a conditional use for a professional office in R-2. A conditional use will allow Staff to recommend and the Commission to place conditions of approval that can preserve the character of the neighborhood.

ADJACENT LAND USE AND ZONING:

North: Single Family Homes, zoned A-1.

South: The Zion Valley Planned Unit Development Subdivision- Duplexes, zoned R-2.

East: Single Family, zoned R-2

West: Single Family, zoned R-2.

INFRASTRUCTURE:

Streets: The property is on Zion Road which is classified as a Collector which requires 70' of R.O.W.

Water: A 12" waterline exists along Zion Road
Sewer: A 8" sewer line exists within Zion Valley PUD

LAND USE PLAN:

The General Plan 2020 shows 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. This property is located in an area already zoned R-2 and rezoning the property to R-2, as staff has recommended, would be consistent with the land use 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-2 is justified and needed at this time. Professional**

offices are not allowed by right in the R-2 district, however they can be approved as a conditional use.

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.**

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**

§161.06 DISTRICT R-2 MEDIUM DENSITY RESIDENTIAL.

A. Purpose. The High Density Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

B. Uses.

1. Uses Permitted.

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

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit

Unit 3	Public Protection and Utility Facilities
Unit 4	Cultural and Recreational Facilities
Unit 11	Mobile Home Park
Unit 25	Professional Offices

C. Density.

Families Per Acre	4 to 24

D. Bulk and Area Regulations.

1. Lot Width Minimum.

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

2. Lot Area Minimum.

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

3. Land Area Per Dwelling Unit.

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

E. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
25	8	25

Cross Reference: Variances Chapter 156.

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

(Code 1991, § 160.033; Code 1965, App. A, Art. 5(III); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81)

To: Fayetteville Planning Commission
From: Dan Broyles, Representative of the Applicant
Date: 1/17/00
Re: Rezoning App. A-1 to R-2 with Conditional Use Permit Professional Office
Subject: 1633 E. Zion Rd., Fayetteville, AR 72703, a 2,700 sf rent house located just east of the NWA Mall
Applicants: Robert Norman, Kyle Pendergraft, and Rick Barnes
Owners: Kent Brian Gaddy & Tracie Rogers
Purpose: If rezoned, used as a food sales office by Applicants.

This property is under contract and the applicants are the buyers.
The contract is contingent upon the rezoning of the property from A-1 to R-2, and a conditional use permit allowing professional office for their intended use.

Rezoning is needed by the applicants to operate the property as a small business office. The business is food sales and marketing, selling to customers predominantly out of state. The current owners need the rezoning to maximize the sale price of their property. The house was on the market for approximately a year and the Realtor listing expired. Subsequently, the applicants were able to reach an agreement to purchase the property, with the intended use a professional office.

This parcel is one of three residential sites bunched together on the south side of Zion. The Zion Place, a condominium development, the electrical power station, and an apartment complex surround these three houses. It may be accurate to conclude that these three houses are less attractive at this time for primary residential use.

With respect to traffic, E. Zion Road is developing and classified as a "collector", anticipating further expansion. The applicants will not create any traffic to this location, will not receive any equipment or products, will not warehouse anything, or use any commercial vehicles.

Applicants anticipate four folks in the office, however, two of the applicants travel in the course of their responsibility to the business. It is strictly a sales office utilizing the telephone and Internet marketing.

Changes planned for the appearance include new roof, painting the outside, and improving the driveway. The only signage anticipated is a small monument sign of approximately 25 sf.

All utilities are present to meet the intended use of the applicants. Water and sewer are available, located on the south side of the street. The water line is six inches, and the sewer is eight inches.

Thank you.

Jamie L. Jones, Jr.
1654 East Zion Road
Fayetteville, AR 72703
(501)442-6239

January 6, 2000

Mr. Tim Conklin
City Planning Director
113 W. Mountain
Fayetteville, AR 72701

Dear Tim,

This is a follow up to our telephone conversation today regarding the RZ99-3400 rezoning of 1633 E. Zion Road from A-1 TO R-O, Residential office. (i.e. from A-1 to R-O, Residential office.)

I plan to attend the meeting on Monday, January 10th unless we have to be out of state because of a gravely ill relative.

I am opposed to the R-O rezoning or any other zoning that would hint of commercial use. The aforementioned property is directly across the street from my home of the past 34 years and we have been given assurances in the past that the City did not plan to violate the residential quality of our neighborhood.

Thank you for your consideration.

Sincerely,

Jamie Jones

Jamie Jones

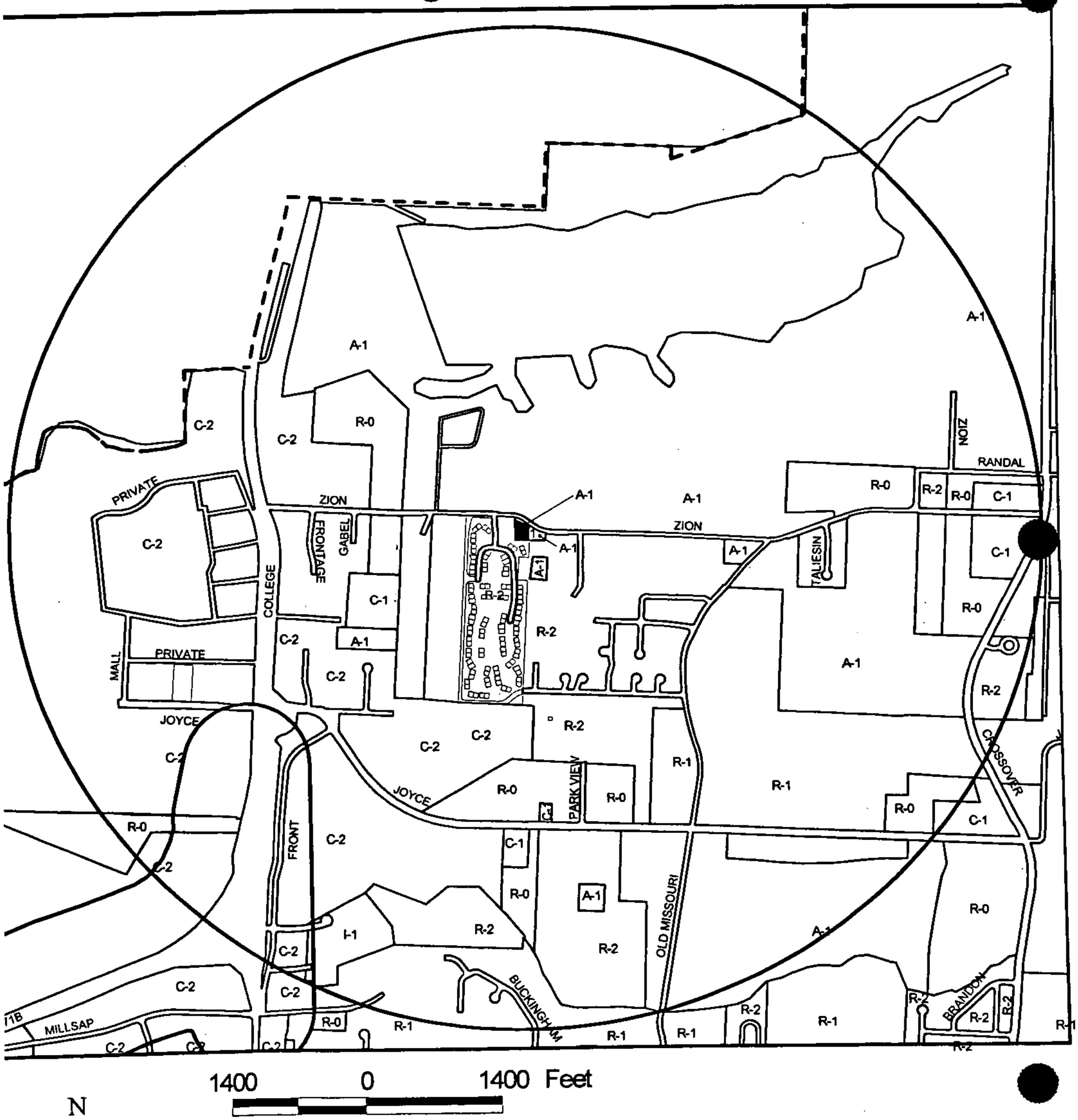
RZ99-34: REZONING
NORMAN, PENDERGRAFT, BARNES, PP136

This item was submitted by Daniel Broyles on behalf of Robert Norman, Kyle Pendergraft, and Rick Barnes for property located at 1633 E. Zion Road. It is zoned A-1, Agricultural and contains approximately 0.76 acres. The request is to rezone the property to R-O, Residential Office.

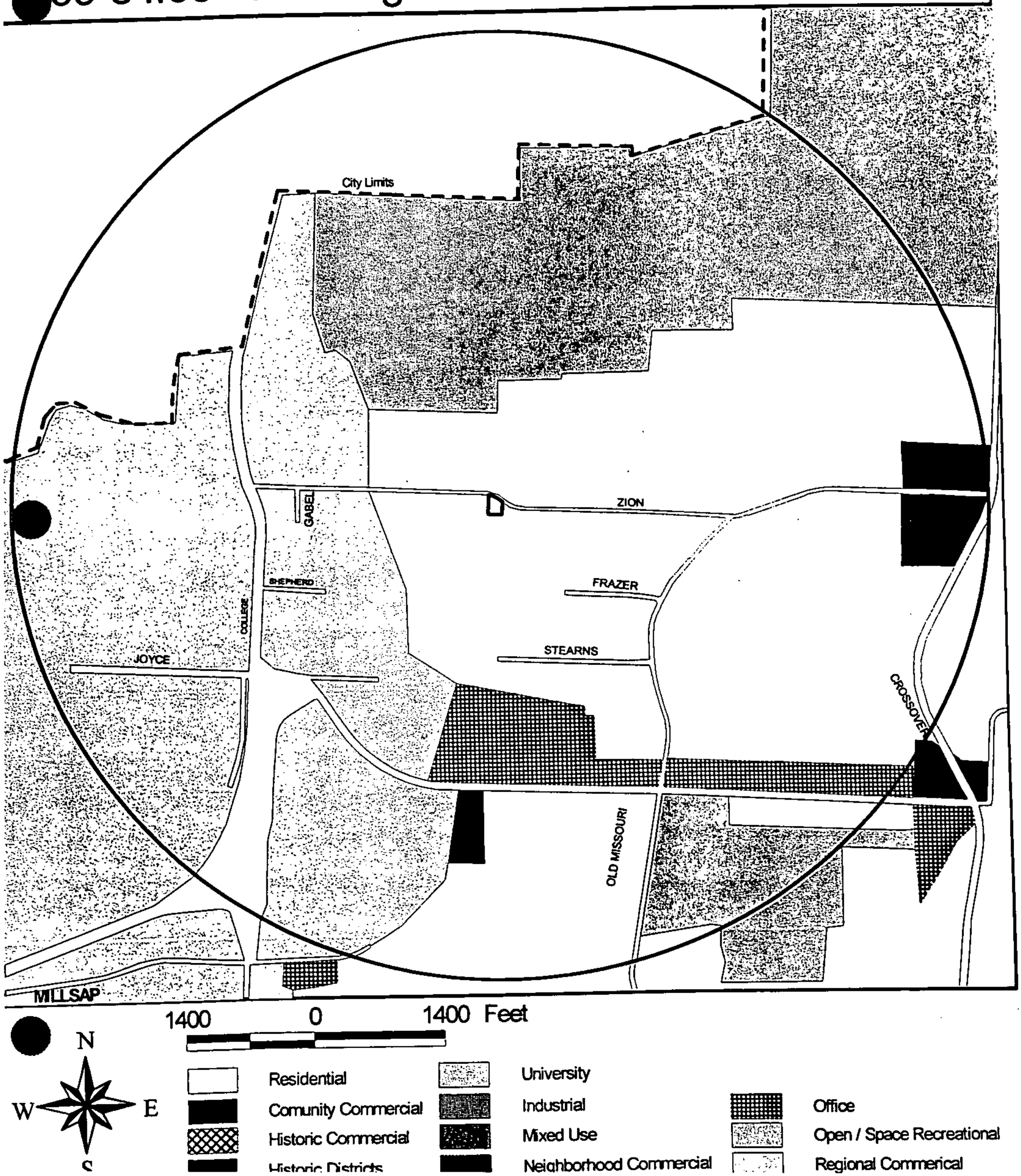
This item was removed from the agenda.

RZ99-34.00 - Pendergraft - Close Up

RZ99-34.00 - Pendergraft - One Mile Diameter



RZ99-34.00 - Pendergraft - 2020 Plan



RZ99-34: REZONING
NORMAN, PENDERGRAFT, BARNES, PP136

This item was submitted by Daniel Broyles on behalf of Robert Norman, Kyle Pendergraft, and Rick Barnes for property located at 1633 E. Zion Road. The property is zoned A-1, Agricultural and contains approximately 0.76 acres. The request is to rezone the property to R-2, Medium Density Residential.

Dan Broyles was present on behalf of the request.

Staff Recommendation

Staff recommends approval of the requested rezoning from A-1 to R-2 based on the findings included as part of this report.

Commission Discussion

Johnson: This is another rezoning. If you will, Tim, explain this proposition to us.

Conklin: Sure. The request is to rezone the property from A-1 to R-2, Medium Density Residential. Previously on the agenda a couple of weeks ago, we had a request from A-1 to R-O. The R-2 zoning is more consistent with the zoning of the surrounding area. If you refer to page 9.8, to the south we have Zion Valley, Planned Unit Development zoned R-2. We have R-2 directly to the west. Across the street is zoned A-1. This rezoning will allow the applicant to apply for conditional use in the future to convert the house into a professional office. Staff is of the understanding that a conditional use will be applied for in the future. However, R-2 at this time is appropriate due to the fact the south side of Zion Road is zoned R-2. That's all staff has at this time.

Ward: I need to abstain from voting on this particular issue.

Johnson: All right. Thank you for that. Is there someone here representing the applicant?

Broyles: I'm Dan Broyles of Coldwell Banker Faucette Real Estate and I am representing the applicants.

Johnson: All right, Dan. Did you want to make a presentation or are you here for our questions?

Broyles: Questions will be fine.

Johnson: Thank you very much. Are there initial questions?

Estes: Mr. Broyles, in the material that we have is a statement that indicates the business is food sales and marketing. What is the business?

Broyles: These three gentlemen own a business that is focused completely on the marketing of poultry items internationally and in some cases to the coastal areas of the United States. They were responsible at one time for developing that market place for Tyson Foods and they left that company and developed this business themselves. Currently, they are operating out of rental space located above Gold's Gym. That is a small area and their primary objective is to use this property as a small office. They have no intentions of changing the complection or the structure of the building other than to paint it and do some modest repairs. They want to maintain the integrity of the residential appearance of the property.

Estes: Are there going to be 18 wheelers full of chicken pulling up out front or what is going to be going on there?

Broyles: No, sir. There will not be. Their intent is to be a professional office. They have no objectives of receiving product, warehousing product, or having any 18 wheelers. They strictly market by the phone and the Internet. They anticipate four employees total. They would be the three principles plus one staff person. Two of those principles travel in the majority of the sales effort for the company. I do not know of any intent on their part to create any type of a traffic danger to the area. They will not be living in the residence and there will no impact on traffic or schools. All the utilities are there. Their primary reason for coming is the property was entered into a contract contingent on the rezoning for this use primarily because it was available in a location that was conducive to their needs because their residences are located close by. In the long term scheme of things, this was a good investment.

Estes: Thank you, I have no further questions.

Johnson: Mr. Broyles, let me mention to you that our action on rezonings at this level are merely recommendations to the Council. However, if we pass a rezoning it goes forward to the Council with our recommendation that the Council grant the rezoning but if we defeat a proposed rezoning then it does not automatically go forward and you have to appeal our ruling. It takes five positive votes to pass a rezoning here. This evening there will only be seven votes on this matter. Any time we are short handed, I give the applicant the opportunity if he wishes to pull his item and come back at a time when we have essentially more than seven.

Broyles: I think we want to move forward tonight. As mentioned by staff, we have made every effort to accommodate the neighborhood as well as staff and to adjust this to meet the long term plan for the City, the 2020 Plan, so we hope that tonight is going to be our best opportunity

to move forward.

Public Comment

None

Further Discussion

Estes: This property is located in an area already zoned R-2. Staff has recommended approval of the requested rezoning from A-1 to R-2.

MOTION

Commissioner Estes made a motion to approve RZ99-34.

Commissioner Marr seconded the motion.

Johnson: We have the motion by Commissioner Estes and the second by Commissioner Marr that we approve rezoning 99-34. Is there discussion?

Roll Call

Upon roll call the motion passed with a vote of 7-0-1. Commissioner Ward abstained.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ99-34 FOR A PARCEL CONTAINING APPROXIMATELY .76 ACRES LOCATED AT 1633 E. ZION ROAD AS REQUESTED BY ROBERT NORMAN, KYLE PENDERGRAFT, AND RICK BARNES.

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:

From A-1, Agricultural to R-2, Medium Density Residential for the real property described in Exhibit "A" attached hereto and made part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By_____
Fred Hanna, Mayor

ATTEST:

By_____
Heather Woodruff, City Clerk

EXHIBIT "A"
Norman, Pendergraft, Barnes, RZ99-34

A part of the NW1/4 of the SW1/4 of Section 24, Township 17 North, Range 30 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particulary described as follows, to-wit: Beginning at a point 731.64 feet South of the NE corner of the NW 1/4 of the SW 1/4; said point being in the centerline of Zion Road; thence South 182.56 feet to an existing iron pin that is 408.76 feet North of the SE corner of said 40 acre tract; thence West 152.5 feet; thence North 251.4 feet to the centerline of Zion Road; thence with said centerline, S 65°42'39"E 167.31 feet to the Point of Beginning, containing 0.76 acres, more or less and subject to the right of way of Zion Road on the north side thereof.

STAFF REVIEW FORM

X Agenda Request
___ Contract Review
___ Grant Review

For the Fayetteville City Council meeting of March 7, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 00-2.00 submitted by Bill Keating of Keating Enterprises Inc. for property located at lots 1 & 2 Sunbridge East. The property is zoned R-O, Residential Office and contains approximately 2.89 acres. The request is to rezone to C-1, Neighborhood Commercial.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:** _____

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	2-18-00 Date	Internal Auditor	Date
Purchasing Officer	Date		

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

Division Head	2-18-00 Date	**Cross Reference**
Department Director	2-18-00 Date	New Item: **Yes** **No**
Administrative Services Director	2-18-00 Date	Prev Ord/Res#: _____
Mayor	2/22/00 Date	Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn T. Warrick, Associate Planner
THRU: Tim Conklin, City Planner
DATE: February 14, 2000

RZ 00-2.00: Rezoning (Keating Enterprises Inc. pp 290) was submitted by Bill Keating of Keating Enterprises Inc. for property located at lots 1 & 2 Sunbridge East. The property is zoned R-O, Residential Office and contains approximately 2.89 acres. The request is to rezone to C-1, Neighborhood Commercial.

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: **Required** **YES**
O Approved **O Denied**

Date: **February 14, 2000**

CITY COUNCIL ACTION: **Required** **YES**
O Approved **O Denied**

Date: _____

Comments: _____

H:\USERS\COMMON\DAWNT\REPORTS\PC\2-14-00\keating.wpd

BACKGROUND:

The applicant is requesting that this property be rezoned to C-1, Neighborhood Commercial, it is currently zoned R-O, Residential Office.

Uses which are not permitted in R-O but that would be allowed in C-1 include:

Use Unit 13 Eating Places
Use Unit 15 Neighborhood Shopping
Use Unit 18 Gasoline Service Stations and Drive-In Restaurants

Sunbridge Drive has recently been extended to College Ave. Currently the property along Sunbridge Drive has developed as mixed use with an emphasis on professional offices. Expansion of commercial zoning (C-1 district) in this location would make a wider variety of uses available to residents of the area and would make use of existing infrastructure.

The City's Commercial Design Standards ordinance will be applied to any development proposed for this property and will enable Planning Commission to ensure compatibility with other developments in the area. The C-1 zoning district will expand the allowable commercial uses for this location. In addition to professional offices; convenience stores, restaurants, and retail establishments would be allowed by right. These types of uses would create a buffer between the higher commercial uses along College Ave. to the east and the professional offices along Sunbridge Drive.

SURROUNDING LAND USE AND ZONING

North: Villa Mobile Home Park (R-2)
South: Single family home / Nettleship property (R-O)
East: Commercial (C-2)
West: Vacant (R-O)

INFRASTRUCTURE:

Streets: South: Sunbridge Drive
East: Villa Drive

Water: 8" line along Sunbridge

Sewer: 8" line along Sunbridge, 6" line along Villa

LAND USE PLAN: General Plan 2020 designates this site Community Commercial. Rezoning this property to C-1, Neighborhood Commercial is consistent with the land use plan and compatible with surrounding land uses in the area.

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) designates this area as regional commercial. The zoning of C-1, Neighborhood Commercial, 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 C-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 of C-1 will not create or appreciably increase traffic danger and congestion. Sunbridge Drive has recently been extended to College Ave. Access is available from College, Villa and Sunbridge.**

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

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

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

§161.13 DISTRICT C-1 NEIGHBORHOOD COMMERCIAL.

A. Purpose. The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 15	Neighborhood Shopping
Unit 18	Gasoline Service Stations and Drive-In Restaurants
Unit 25	Professional Offices

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 4	Cultural and Recreational Facilities

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

From Street ROW	50 ft.
From Side Property Line	None
From Side Property Line When Contiguous to a Residential District	10 ft.
From Back Property Line	20 ft.

D. Building Area. On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

E. Height Regulations. There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of ten feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of ten feet.

(Code 1991, §160.035; Code 1965, App. A, Art. 5(V); Ord. No. 1747, 6-29-89; Ord. No. 2603, 2-19-80)

135 W. Sunbridge St. Suite #8
Fayetteville, Ar. 72703
01/07/00

Planning Commission
City of Fayetteville
113 W. Mountain St.
Fayetteville, Ar. 72701

We are requesting that lots 1 & 2 in Sunbridge East, owned by Bill & Dick Keating, be rezoned from R/O to C-1.

These lots are in a new commercial subdivision with all utilities available. Ron Petrie with the City Engineering Department has assured us that there is adequate water and sewage for any commercial development.

The lots are located on a four-corner intersection just off College Ave. Two corners of this intersection are already zoned Commercial. The remaining two corners have the same commercial feel.

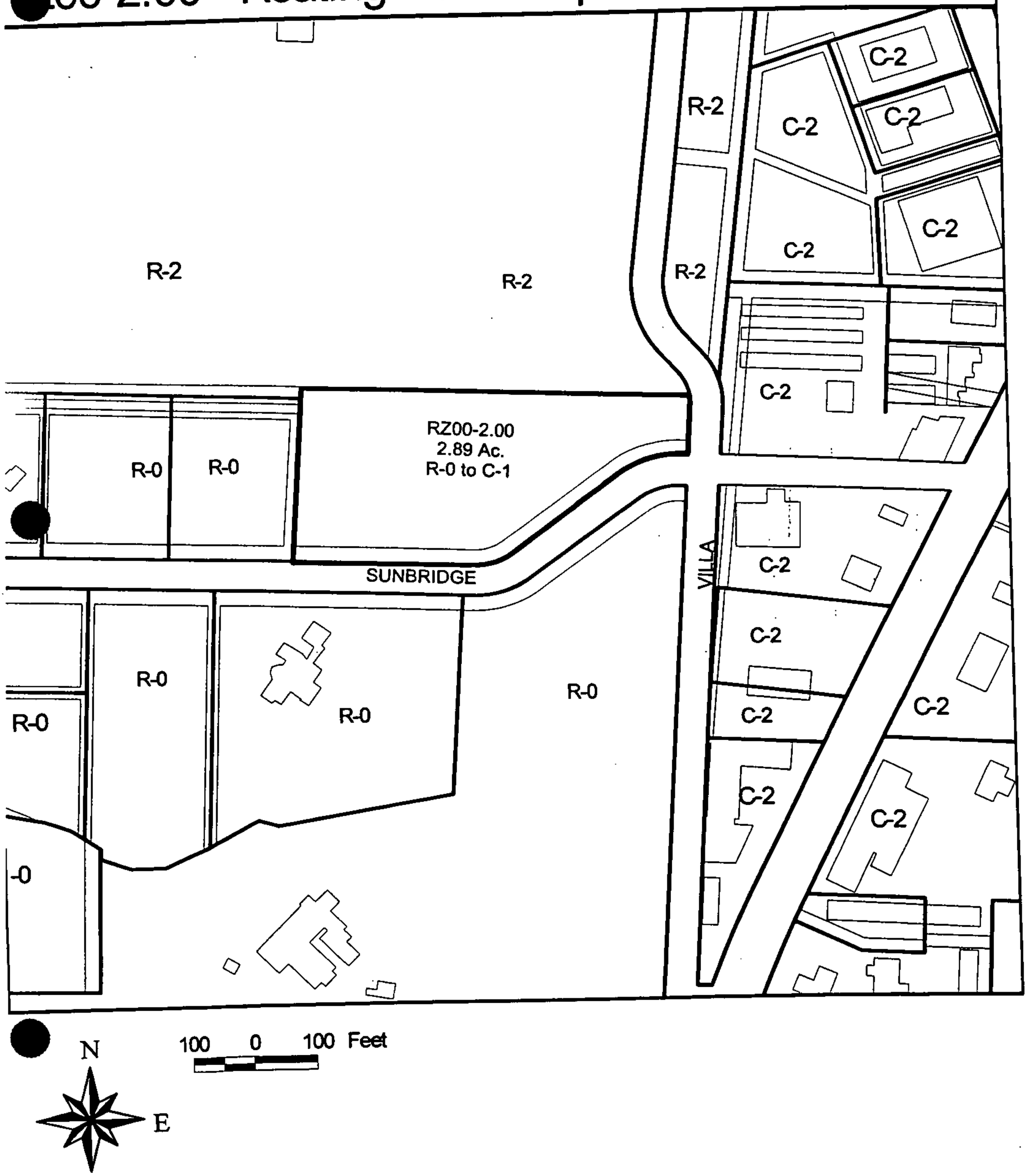
This rezoning would not adversely impact the surrounding properties. To the west of lots 1 and 2, Sunbridge Street has developed in a commercial rather than residential manner. To the south and east, the development already is or will be commercial. To the north, the Villa Mobile Home community could use close-by lots zoned to accommodate service-oriented businesses such as cleaners, restaurants, or a convenience store. This rezoning would allow such development to take place.

Finally, there would be precedence to rezoning these lots. Both Drake Street to the north of Sunbridge and Township Street to the south are intersections with many similarities to Sunbridge. Both of these streets were zoned Commercial in the sections immediately off College.

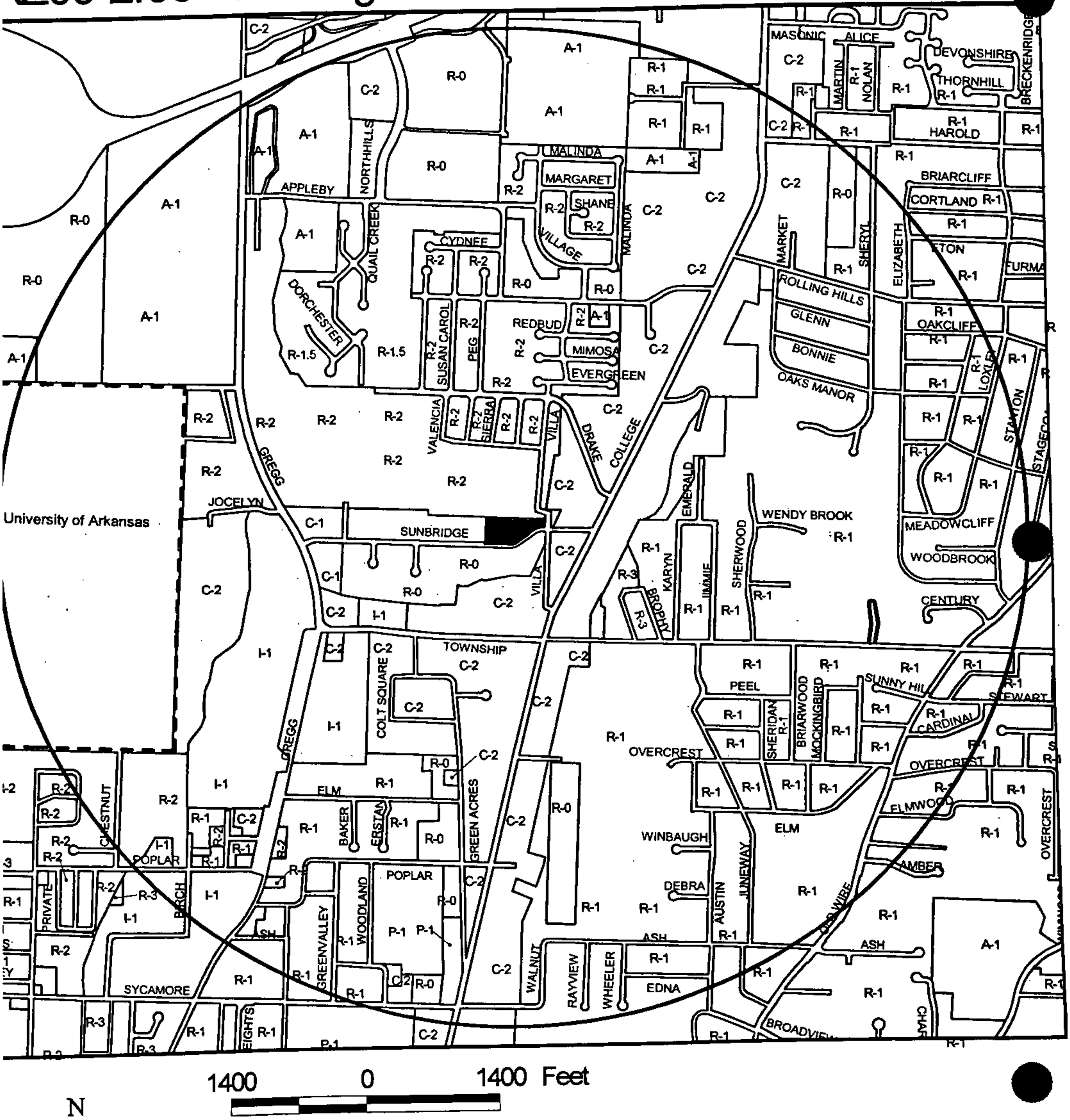
Respectfully,

Bill & Dick Keating
Keating Joint Venture, LLC

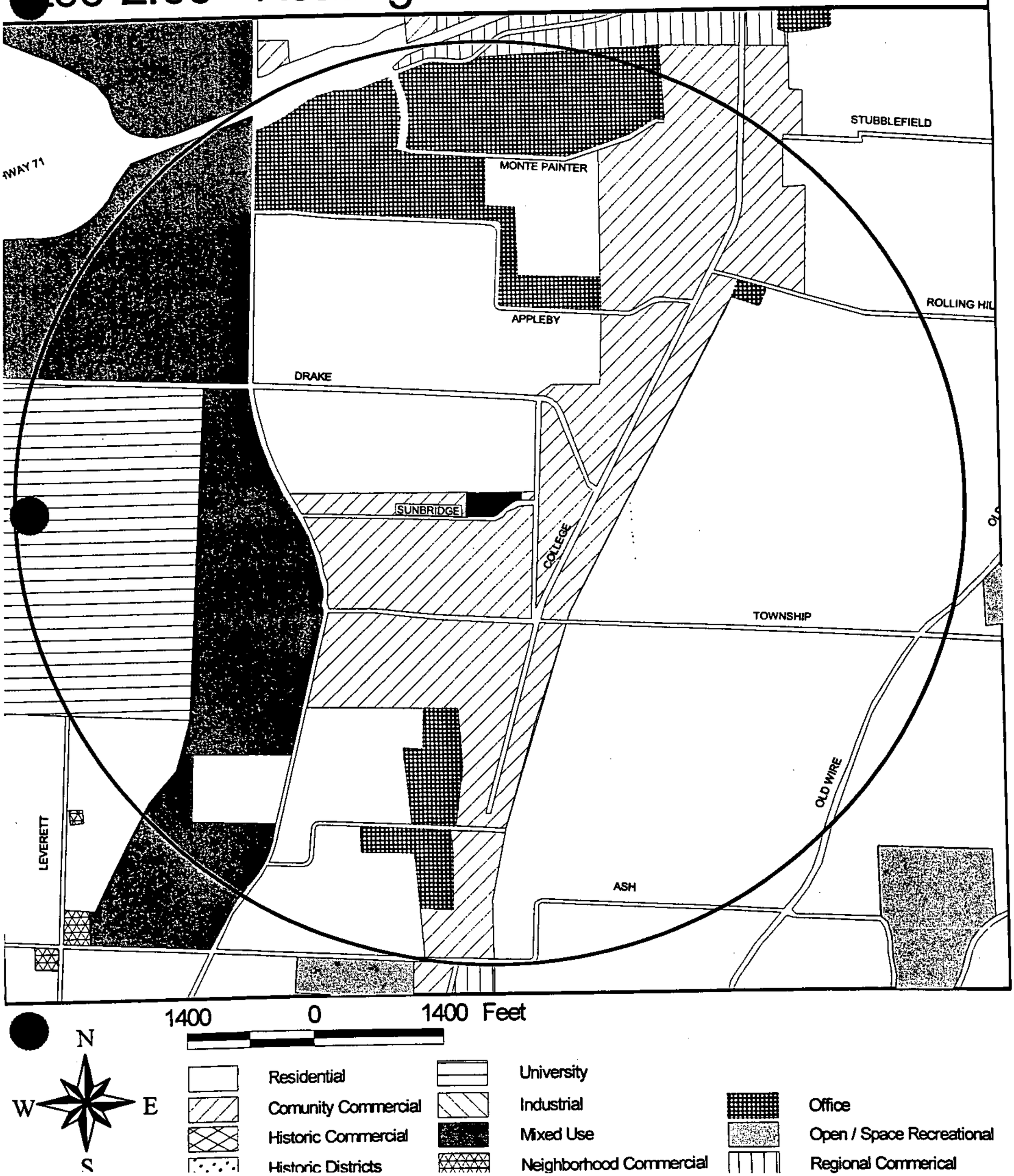
RZ00-2.00 - Keating - Close Up



RZ00-2.00 - Keating - One Mile Diameter



RZ00-2.00 - Keating - 2020 Plan



RZ00-2: REZONING
KEATING ENTERPRISES, INC. PP290

This item was submitted by Bill Keating of Keating Enterprises, Inc. for property located at lots 1 and 2 Sunbridge East. The property is zoned R-O, Residential Office and contains approximately 2.89 acres. The request is to rezone to C-1, Neighborhood Commercial.

Bill Keating was present on behalf of the request.

Staff Recommendation

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

Commission Discussion

Johnson: This is on Sunbridge which has recently been extended through to College Avenue. I guess this is where we have the new stoplight. Staff has recommended approval stating that this is a commercial node and is an appropriate place for some small commercial establishments which can be allowed in a C-1. Tim, do you have additional information for us on this proposed rezoning.

Conklin: This rezoning also is consistent with the 2020 Plan. This area is shown as community commercial on that plan.

Johnson: Staff also notes that if this is rezoned and developed, then commercial design standards will apply which will give us some additional authority in the development. Let me ask whether there is someone representing the applicant and if so whether he wants to make an additional presentation to us.

Keating: Happy Valentine's Day. I'm Bill Keating.

Johnson: Do you have questions of the staff or Mr. Keating on this proposed rezoning? We took a look at it last Thursday when we were on tour so we know the location.

Public Comment

None

MOTION

Commissioner Shackelford made a motion to approve RZ00-2.

Commissioner Bunch seconded the motion.

Johnson: We have the motion by Commissioner Shackelford and the second by Commissioner Bunch that we approve RZ00-2. Is there discussion of the motion to approve?

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 RZ00-2 FOR A PARCEL CONTAINING APPROXIMATELY 2.89 ACRES LOCATED ON LOTS 1 AND 2 SUNBRIDGE EAST AS REQUESTED BY BILL KEATING OF KEATING ENTERPRISES.

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:

From R-O, Residential Office to C-1, Neighborhood Commercial described as in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By_____
Fred Hanna, Mayor

ATTEST:

By_____
Heather Woodruff, City Clerk

EXHIBIT "A"
Keating, RZ00-2

All of Lot 1 and part of Lot 2 of Sunbridge East in the City of Fayetteville as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, being more particularly described as follows: Commencing at the NE Corner of the SE1/4, SW1/4 of Section 35, T17N, R30W, thence WEST 808.13 Feet to the P.O.B.; thence N89°33'21"W 610.00 feet, thence S 01°42'14"W 267.71 Feet, thence EAST 275.05 Feet, thence along a curve to the left 66.49 Feet, said curve having a radius of 100.00 Feet and a chord bearing and distance of N 70°57'10"E 65.27 Feet, thence N 51°49'53"E 155.72 Feet, thence N 37°44'31"W 7.86 Feet, thence N 52°15'29"E 42.00 Feet, thence along a curve to the right 126.05 Feet, said curve having a radius of 260.00 Feet and a chord bearing and distance of N 66°08'48"E 124.82 Feet, thence along a curve to the left 17.13 Feet, said curve having a radius of 12.50 Feet and a chord bearing and distance of N 40°46'45"E 15.82 Feet, thence N 01°41'12"E 15.12 Feet, thence N 47°10'09"E 6.17 Feet, thence N 01°38'58"E 31.65 Feet to the P.O.B. Containing 2.89 acres more or less subject to R/W and easements of record.

STAFF REVIEW FORM

X Agenda Request
___ Contract Review
___ Grant Review

For the Fayetteville City Council meeting of March 7, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZA 00-1.00 submitted by Andy Feinstien of Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is in the planning growth area and contains approximately 15 acres. The request is to annex 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

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:_____

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	2-18-00 Date	Internal Auditor	Date
Purchasing Officer	Date		

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

Division Head	2-18-00 Date	Cross Reference
Department Director	2-18-00 Date	New Item: Yes No
Administrative Services Director	2-18-00 Date	Prev Ord/Res#:_____
Mayor	2/22/00 Date	Orig Contract Date: _____

IN THE COURT OF WASHINGTON COUNTY, ARKANSAS

IN THE MATTER OF:
ANNEXATION OF CERTAIN LANDS TO THE
CITY OF FAYETTEVILLE, ARKANSAS

CC 99-18

ORDER OF ANNEXATION

Now on this 11th day of January, 2000, this cause comes on to be heard, the Petitioner, Richard Doyle, Vice president of Arkansas Oaks, an Arkansas Corporation, represented by the Counsulting 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 December 1, 1999, at which time this Court fixed January 11, 2000, 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

FILED
'00 JAN 11 PM 3 59
MARILYN EDWARDS
CO. & PROBATE CLERK
WASHINGTON CO. ARK.

RZA00-1: ANNEXATION
ARKANSAS OAKS, PP361

This item was submitted by Andy Feinstien of Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is in the planning growth area and contains approximately 15 acres. The request is to annex the subject property into the City of Fayetteville.

Michael Marie was present on behalf of the request.

Staff Recommendation

Staff recommend approval of the requested annexation based on the findings included as part of staff report.

Commission Discussion

Johnson: This is a companion item with a rezoning. We will vote on these separately but we will have discussion together. Tim, let me ask you to give us a synopsis of why the staff believes we ought to approve this annexation.

Conklin: Staff is recommending approval. If you refer to page 11.7 in your agenda, you will note that several weeks ago, the Planning Commission did approve RZA99-5 and RZ99-35. Those are on the City Council agenda tomorrow night. That is for 13.39 acres to be zoned R-1. This is an additional 15 acres. We're actually moving further to the east into the City. Staff is recommending approval. There is a new middle school directly to the north that is currently under construction and scheduled to open in the fall of 2000. This will allow additional development to tie in with Bridgeport Subdivision which is zoned R-1 also.

Johnson: Is the applicant present?

Marie: I am Michael Marie and I'm with Engineering Design Associates and I am here to answer any questions you might have on this proposal.

Johnson: Michael, spell your last name for me?

Marie: M-A-R-I-E.

Johnson: Marie. Thank you. Do you have questions of Mr. Marie or the staff?

Public Comment

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

None

Further Commission Discussion

Hoffman: Can we move on both actions at once?

Johnson: No. We have to deal with them separately.

MOTION

Commissioner Hoffman made a motion to approve RZA00-1.

Commissioner Marr seconded the motion.

Johnson: We have the motion by Commissioner Hoffman and the second by Commissioner Marr that we approve RZA00-1. Is there discussion?

Roll Call

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

Johnson: The annexation carried unanimously and of course that will go forward to the City Council who will take final action on whether or not it is to be annexed.

ORDINANCE NO. _____

AN ORDINANCE CONFIRMING THE ANNEXATION TO THE CITY OF FAYETTEVILLE, ARKANSAS OF APPROXIMATELY 15 ACRES OWNED BY ARKANSAS OAKS, AS REQUESTED IN RZA00-1.

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"
Arkansas Oaks, RZA00-1

PART OF THE WEST HALF (W1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION ONE (1), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY-ONE (31) WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 1081.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID 80 ACRE TRACT, AND RUNNING, THENCE NORTH 1550.0 FEET TO THE NORTHWEST CORNER THEREOF, THENCE EAST 419.0 FEET, THENCE SOUTH 1859.0 FEET; THENCE WEST 419.0 FEET TO THE POINT OF BEGINNING, CONTAINING 15.00 ACRES, MORE OR LESS. SUBJECT TO THE RIGHT OF WAY OF MT. COMFORT ROAD OVER AND ACROSS THE NORTH SIDE THEREOF, AND ANY OTHER EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS OF RECORD, IT ANY.

STAFF REVIEW FORM

X Agenda Request
___ Contract Review
___ Grant Review

For the Fayetteville City Council meeting of March 7, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 00-3.00 submitted by Andy Feinstien of Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is zoned A-1, Agricultural and contains approximately 15 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	2-18-00 Date	Internal Auditor	Date
Purchasing Officer	Date		

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

Division Head	2-18-00 Date	**Cross Reference**
Department Director	2-18-00 Date	New Item: **Yes** **No**
Administrative Services Director	2-18-00 Date	Prev Ord/Res#:_____
Mayor	2/22/00 Date	Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn T. Warrick, Associate Planner
THRU: Tim Conklin, City Planner
DATE: February 14, 2000

RZA 00-1.00: Annexation (Arkansas Oaks, pp 361) was submitted by Andy Feinstien of Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is in the planning growth area and contains approximately 15 acres. The request is to annex subject property into the City of Fayetteville.

RZ 00-3.00: Rezoning (Arkansas Oaks, pp 361) was submitted by Andy Feinstein of Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is zoned A-1, Agricultural and contains approximately 15 acres. The request is to rezone to R-1, Low Density Residential.

RECOMMENDATION:

RZA 00-1.00: Annexation - Staff recommends approval of the requested annexation based on the findings included as part of this report.

RZ 00-3.00: Rezoning - Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: **Required** **YES**
○ Approved **○ Denied**

Date: February 14, 2000

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as a Local Street (50' of right of way) and New Bridge Rd. is classified as a collector (70' of right of way), however it is built to local street standard.

Water: 8" line along Mt. Comfort Rd., 8" line stubbed out at the end of American Drive within Bridgeport Subdivision, phase III

Sewer: 12" force main and 15" gravity line cross the property, 8" line along the east side of Bridgeport Subdivision, phase III

LAND USE PLAN: General Plan 2020 designates this site Residential. Rezoning this property to R-1, Low Density Residential after annexation is consistent with the land use plan and compatible with surrounding land uses in the area.

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) designates 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 will 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 will not undesirably increase the population density and will not undesirably increase the load on public services. The applicant is advised that on-site and off-site improvements will be required at the time of development.**

The applicant has been advised that sewer treatment capacity to serve development on this property may not be available in the future depending

CITY COUNCIL ACTION: **Required** ___YES___
○ **Approved** ○ **Denied**

Date: _____

Comments: _____

BACKGROUND:

The applicant is requesting annexation and rezoning of 15 acres in order to develop single family homes. Access to this property will be from Bridgeport Subdivision to the west and also from Mt. Comfort Rd. The property immediately west of this 15 acres was recently annexed and rezoned to R-1 by the same development company, also the same developers as Bridgeport Subdivision.

The property does contain areas which are affected by the 100 year floodplain and floodway and any development of these areas must comply with the Fayetteville Flood Damage Prevention Code.

The order of annexation was filed on December 1, 1999 and the confirmation of the order was signed by Washington County Judge Jerry Hunton on January 11, 2000.

SURROUNDING LAND USE AND ZONING

North: Undeveloped (Washington County)
South: Undeveloped (Washington County)
East: Undeveloped (Washington County)
West: Undeveloped (R-1), Bridgeport Subdivision, Single Family Homes (R-1)

INFRASTRUCTURE:

Streets: North: Mt. Comfort Rd. - Classified as a Minor Arterial (90' of right of way required)
West: Both American Drive and New Bridge Road may be extended to provide access to development within this property. American Drive is classified

on the timing of development.

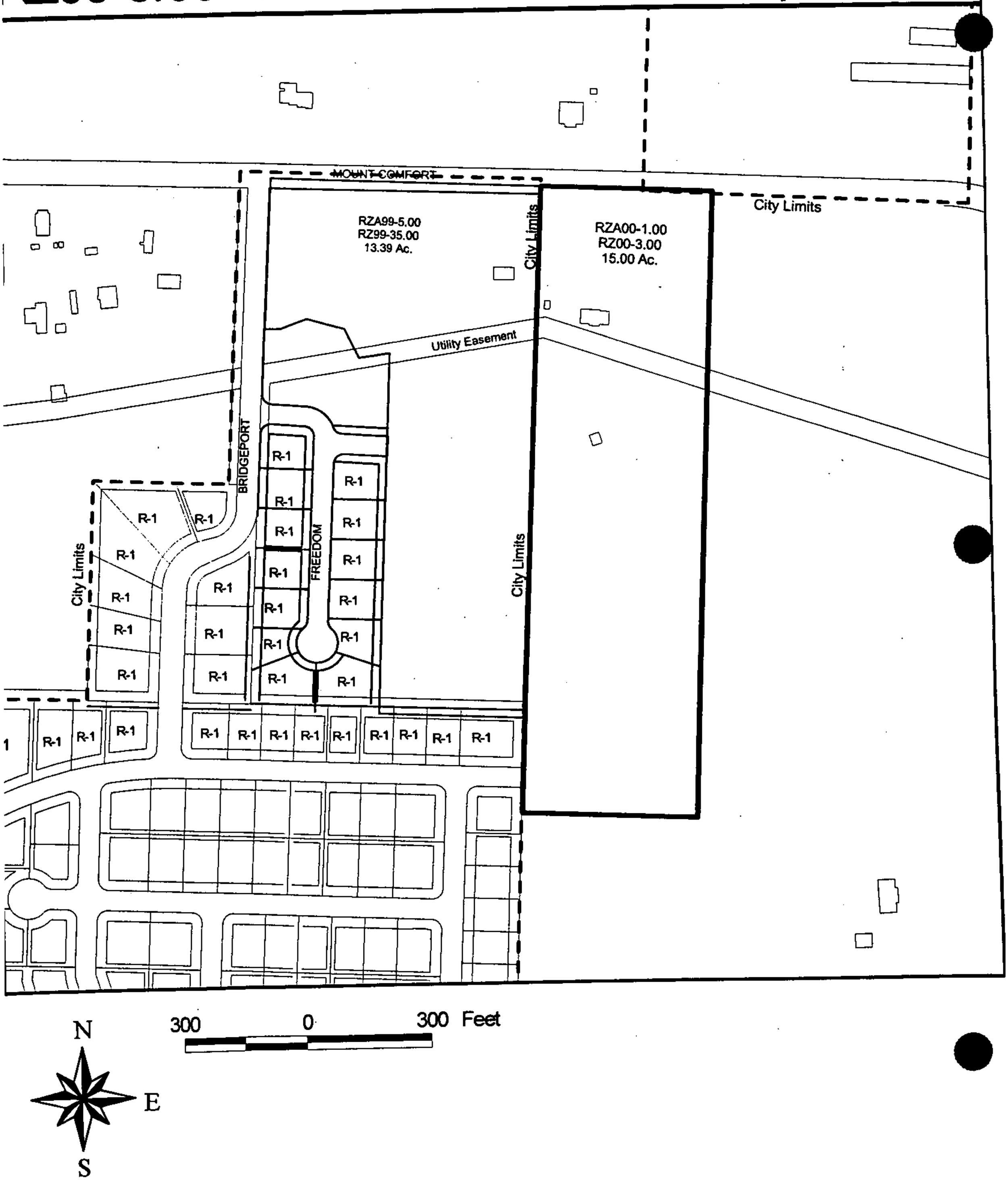
5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

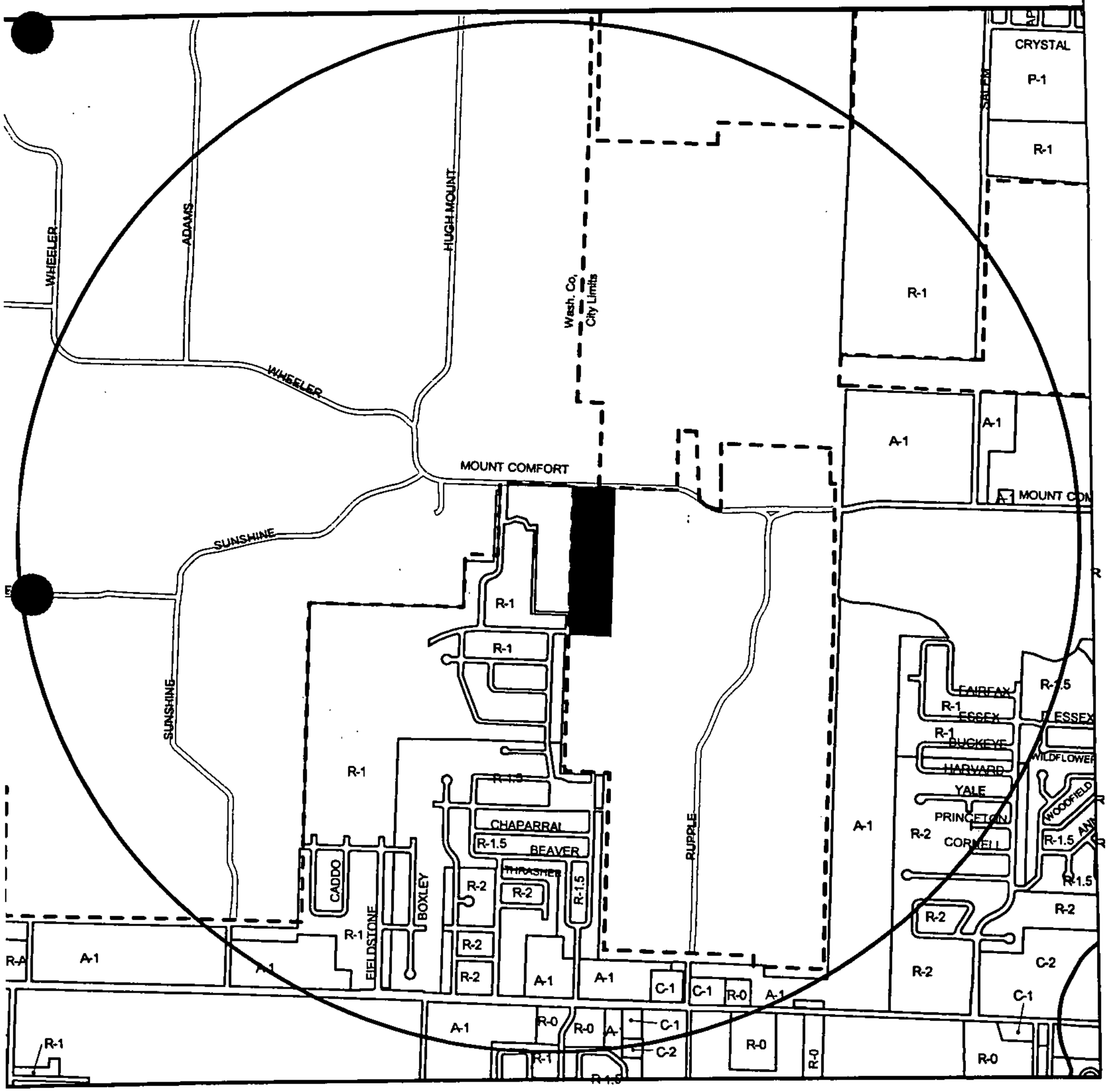
   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

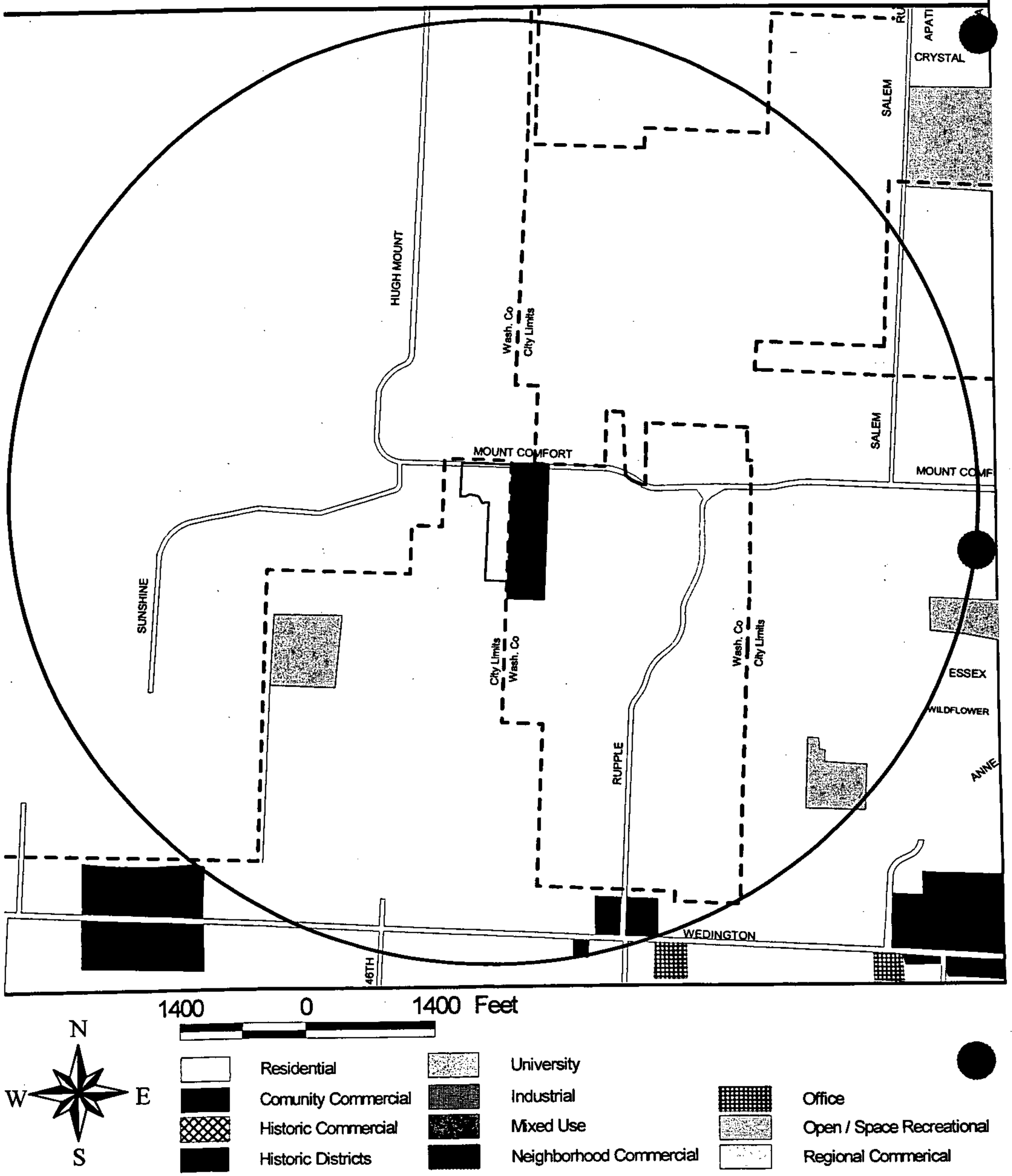
RZ00-3.00 - Arkansas Oaks - Close Up



RZ00-3.00 - Arkansas Oaks - One Mile Diameter



RZ00-3.00 - Arkansas Oaks - 2020 Plan



RZ00-3: REZONING
ARKANSAS OAK, PP361

This item was submitted by Andy Feinstein of Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is zoned A-1, Agricultural and contains approximately 15 acres. The request is to rezone to R-1, Low Density Residential.

Michael Marie was present on behalf of the request.

Staff Recommendation

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

Commission Discussion

Johnson: This is the rezoning request for the property we recommended for annexation at the corner of New Bridge Road and Mt. Comfort Road. Tim, would you tell us why the staff recommend approval of this proposed rezoning.

Conklin: The R-1 zoning is consistent with the R-1 zoning for Bridgeport Development and the rezoning that was recommended by this Commission several weeks ago.

Johnson: Questions of staff and the applicant?

Public Comment

None

MOTION

Commissioner Hoffman made a motion to approve RZ00-3.

Commissioner Marr seconded the motion.

Johnson: We have the motion by Commissioner Hoffman and the second by Commissioner Marr to approve RZ00-3. Of course, our action on rezonings is merely a recommendation on to the Council.

Roll Call

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

Johnson: The rezoning carried unanimously and will go forward to the Council with our unanimous, positive recommendation.

Marie: Thank you.

Johnson: Is there other business to come before us this evening?

Conklin: Staff has no other business.

Meeting adjourned at 7:42 p.m.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ00-3 FOR A PARCEL CONTAINING APPROXIMATELY 15.00 ACRES LOCATED EAST OF NEW BRIDGE DRIVE AND SOUTH OF MT. COMFORT AS REQUESTED BY ANDY FEINSTEIN OF ENGINEERING DESIGN ASSOCIATES.

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:

From A-1, Agricultural to R-1, Low Density Residential described as in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By_____
Fred Hanna, Mayor

ATTEST:

By_____
Heather Woodruff, City Clerk

EXHIBIT "A"
Arkansas Oaks, RZ00-3

PART OF THE WEST HALF (W1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION ONE (1), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY-ONE (31) WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 1081.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID 80 ACRE TRACT, AND RUNNING, THENCE NORTH 1550.0 FEET TO THE NORTHWEST CORNER THEREOF, THENCE EAST 419.0 FEET, THENCE SOUTH 1859.0 FEET; THENCE WEST 419.0 FEET TO THE POINT OF BEGINNING, CONTAINING 15.00 ACRES, MORE OR LESS. SUBJECT TO THE RIGHT OF WAY OF MT. COMFORT ROAD OVER AND ACROSS THE NORTH SIDE THEREOF, AND ANY OTHER EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS OF RECORD, IT ANY.

STAFF REVIEW FORM

X Agenda Request
___ Contract Review
___ Grant Review

For the Fayetteville City Council meeting of March 7, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 00-8.00 submitted by R. Read Hudson on behalf of Tyson Foods for property located at 2647 S. School Ave. The property is zoned I-1, Heavy Commercial/Light Industrial and R-2, Medium Density Residential and contains approximately 53.38 acres. The request is to rezone to I-2, General Industrial.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: _____

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	2-18-00 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: This item will be heard by the Planning Commission on February 28, 2000. The minutes of this meeting and Planning Commission recommendation will be distributed at City Council Agenda Session on February 29, 2000.

Division Head	Date
Department Director	2-18-00 Date
Administrative Services Director	2-22-00 Date
Mayor	2/22/00 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
FROM: Dawn T. Warrick, Associate Planner
THRU: Tim Conklin, City Planner
DATE: February 28, 2000

RZ 00-8.00: Rezoning (Tyson, pp 639) was submitted by R. Read Hudson on behalf of Tyson for property located at 2647 S. School. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 53.38 acres. The request is to rezone the property to I-2, General Industrial.

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: **Required** **YES**
O Approved **O Denied**

Date: February 28, 2000

CITY COUNCIL ACTION: **Required** **YES**
O Approved **O Denied**

Date: March 7, 2000

Comments:

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BACKGROUND:

The applicant is requesting that this property be rezoned I-2, General Industrial. The use of the facility as a food processing operation is not proposed to change, however, it was discovered that the current zoning designation of I-1, Heavy Commercial, Light Industrial, is not appropriate for the use and will not allow for a desired plant expansion.

The uses surrounding this property are varied and range from single family homes (north) to a distribution facility (south) and the new Washington County Road Department and detention facilities which are currently being constructed (west). The use of this particular facility has not changed since 1984. Changing this zoning designation will not effect existing traffic patterns or other impacts on the general area.

Uses which are permitted by right in the I-2 district which are prohibited in the I-1 district include the following:

Unit 7	Animal Husbandry
Unit 20	Commercial Recreation, Large Sites
Unit 23	Heavy Industrial
Unit 28	Center for Collecting Recyclable Materials

SURROUNDING LAND USE AND ZONING

North:	Single family homes (R-1) / RV park (C-2)
South:	McBride Distributing (I-1)
East:	Hwy 71B / Commercial structures (C-2)
West:	Vacant / Washington County (R-2)

INFRASTRUCTURE:

Streets: Access to this location is from Hwy 71B (South School Street) which runs along the eastern property line. This street is classified as a principal arterial on the Master Street Plan (total right of way needed is 110').

Water: 24" line along the north property line, 12" line along South School Street, 8" line stubbed out into the subject property

Sewer: 8" line along north property line, 6" line along South School Street, 24" line along rear (west) property line

LAND USE PLAN: General Plan 2020 designates this site Industrial. Rezoning this property to I-2, General Industrial, is consistent with the land use plan.

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 requested rezoning to I-2, General Industrial, is consistent with land use planning objectives, principles and policies and with land use and zoning plans.**

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

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

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

§161.17 DISTRICT I-1 HEAVY COMMERCIAL AND LIGHT INDUSTRIAL.

A. Purpose. The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The light industrial district is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 3	Public Protection and Utility Facilities.
Unit 4	Cultural and Recreational Facilities
Unit 6	Agriculture
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 17	Trades and Services
Unit 18	Gas Service Stations and Drive-In Restaurants
Unit 21	Warehousing and Wholesale
Unit 22	Manufacturing
Unit 25	Professional Offices
Unit 27	Wholesale Bulk Petroleum Storage Facilities with Underground Storage Tanks

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 19	Commercial Recreation
Unit 20	Commercial Recreation-Large Sites
Unit 28	Center for Collecting Recyclable Materials

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

From Street R-O-W (when adjoining A or R districts)	50 ft.
From Street R-O-W (when adjoining C, I or P districts)	25 ft.
Side (when adjoining A or R districts)	50 ft.
Side (when adjoining C, I or P districts)	10 ft.
Rear (when adjoining C, I or P districts)	10 ft.

D. Height Regulations. There shall be no maximum height limits in I-1 District, provided, however, that any building which exceeds the height of 25 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 25 feet.

(Code 1991, §160.039; Code 1965, App. A, Art. 5(VIII); Ord. No. 1747, 6-29-89; Ord. No. 2351, 6-2-77; Ord. No. 2430, 3-21-78; Ord. No. 2516, 4-3-79)

§161.18 DISTRICT I-2 GENERAL INDUSTRIAL.

A. Purpose. The General Industrial District is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environmental nuisances, which are objectionable to residential and business use.

B. Uses.

1. Uses Permitted.

Unit 1	City-Wide Uses by Right
Unit 3	Public Protection and Utility Facilities
Unit 6	Agriculture
Unit 7	Animal Husbandry
Unit 12	Offices, Studios and Related Services
Unit 18	Gas Service Stations and Drive-In Restaurants
Unit 20	Commercial Recreation, Large Sites
Unit 21	Warehousing and Wholesale
Unit 22	Manufacturing
Unit 23	Heavy Industrial
Unit 28	Center for Collecting Recyclable Materials

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 31	Facilities Emitting Odors and Facilities Handling Explosives

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

From Street R-O-W (when adjoining A or R districts)	100 ft.
From Street R-O-W (when adjoining C, I or P districts)	50 ft.
Side (when adjoining A or R districts)	50 ft.
Side (when adjoining C, I or P districts)	25 ft.
Rear (all districts)	25 ft.

D. Height Regulations. There shall be no maximum height limits in I-2 Districts, provided, however, that any building which exceeds the height of 25 feet shall be set back from any boundary line of any Resident 1 District a distance of one foot for each foot of height in excess of 25 feet.

(Code 1991, §160.040; Code 1965, App. A, Art. 5(IX); Ord. No. 1747, 6-29-89; Ord. No. 2351, 6-21-77; Ord. No. 2516, 4-3-79; Ord. No. 3971, §2, 5-21-96)

yson Foods, Inc. 2210 Oaklawn Drive • P.O. Box 2020 •Springdale, AR 72762-6999 • 1-800-643-3410

February 4, 2000

Mr. Tim Conklin, City Planner
City of Fayetteville, Arkansas
113 West Mountain
Fayetteville, AR 72701

Re: ***Rezoning of Property located in Section 28, Township 16, North, Range 30.***

Dear Mr. Conklin:

We respectfully submit this request for the rezoning of the above referenced property owned by Tyson Foods, Inc. ("Tyson") located at 2647 South School Street in Fayetteville, Arkansas.

In reviewing our request for a building permit, it was brought to our attention by the City of Fayetteville that the property should be rezoned from I-1 to I-2 before a permit could be issued. Additionally, we request that you hold our building permit application in abeyance until this matter is resolved.

This property is located in a largely industrial area and is surrounded by McBride Distributing on the south side, Highway 71B along with commercial buildings on the east side, vacant property on the west which is owned by Washington County, and a residential subdivision on the north side of the property.

This is not a new facility and Tyson has had a food processing operation at this location since approximately 1984. The rezoning of this property should not affect the surrounding properties in relation to appearance, use, signage or traffic. This property is well landscaped and maintained, something that Tyson takes great pride in. This facility currently employs 864 employees.

Therefore, we ask that you consider our request for the rezoning of this property from I-1 to I-2.

Sincerely,

R. Read Hudson

R. Read Hudson
Secretary and Corporate Counsel

RRH/jk

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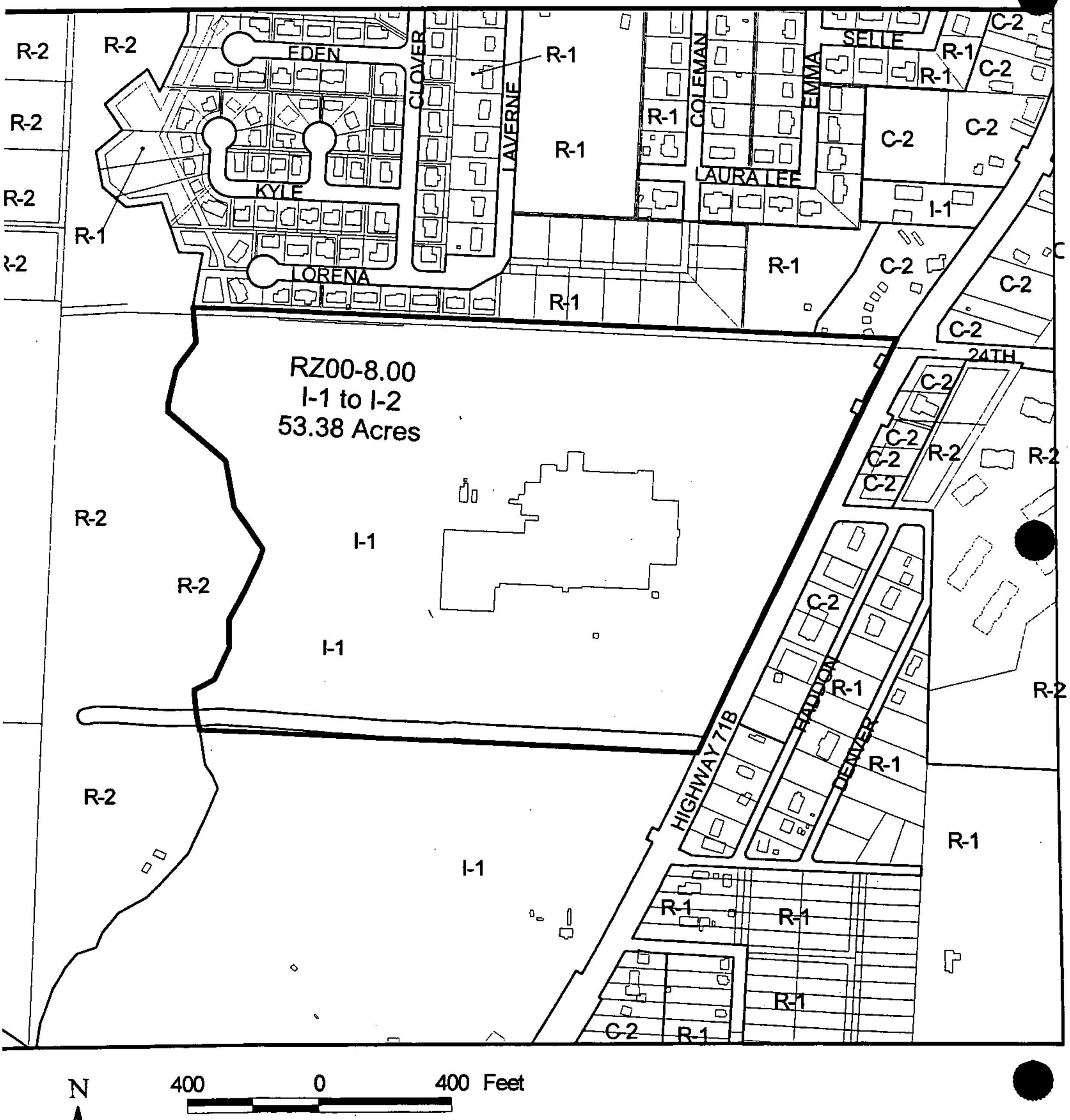
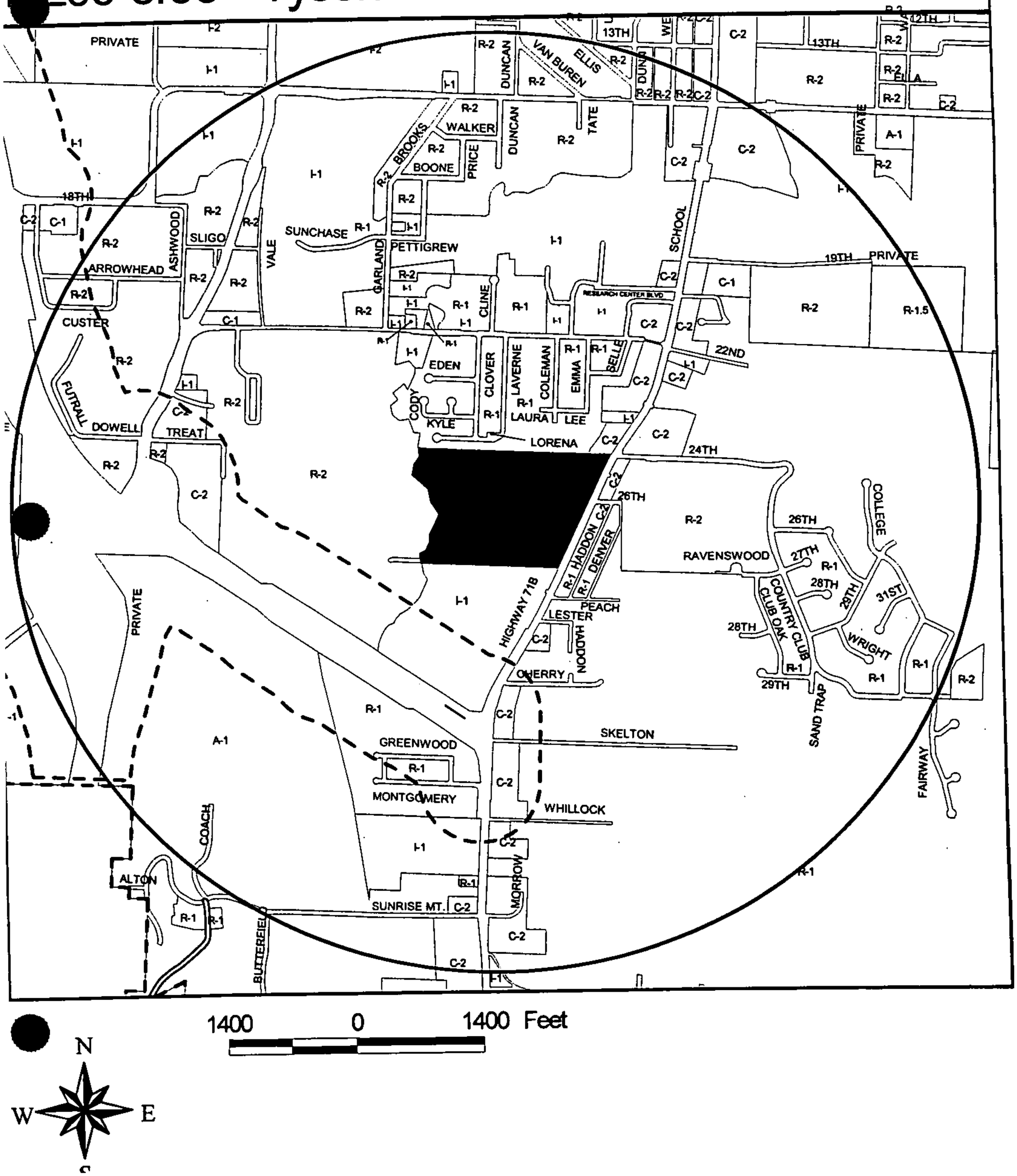
Feeding you like family.®

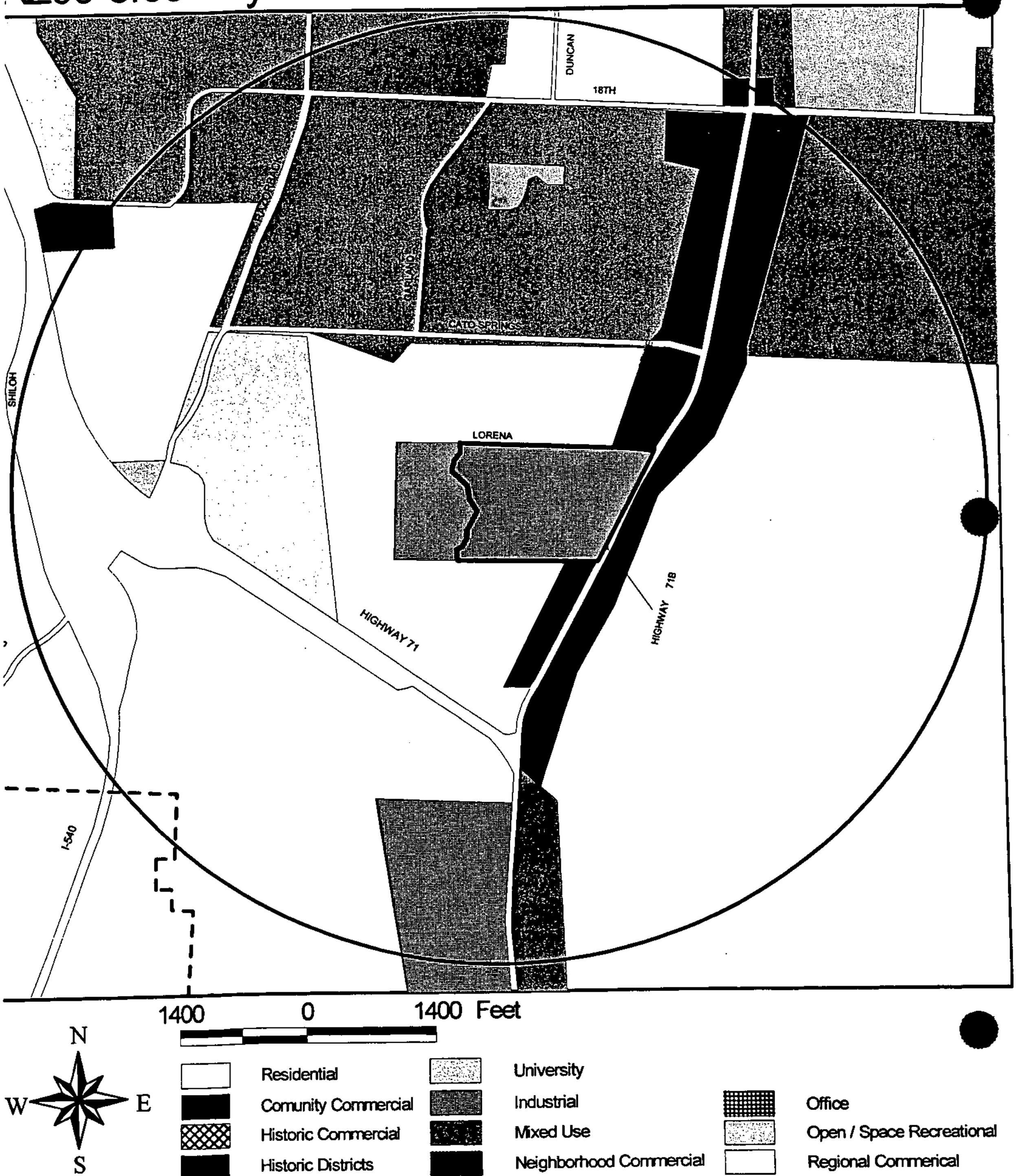
RZ00-8.00 - Tyson - Close Up



RZ00-8.00 - Tyson - One Mile Diameter



RZ00-8.00 - Tyson - 2020 Plan



ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ00-8 FOR A PARCEL CONTAINING APPROXIMATELY 53.38 ACRES LOCATED AT 2647 S. SCHOOL AVENUE AS REQUESTED BY R. READ HUDSON ON BEHALF OF TYSON FOODS.

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:

From R-2, Medium Density Residential and I-1, Heavy Commercial/Light Industrial to I-2, General Industrial as described in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By_____
Fred Hanna, Mayor

ATTEST:

By_____
Heather Woodruff, City Clerk

EXHIBIT "A"
Tyson Foods, RZ00-8

All that certain piece or parcel of land together with the buildings and improvements thereon, situated and being in the County of Washington and State of Arkansas known and described as follows, to wit:

All that part of the South half of the Northwest quarter of Section 28, Township 16 North, Range 30 West of the 5th P.M., lying West of U.S. Highway No. 71, and being more particularly described as follows, to wit: Beginning at an iron pin on the West boundary of said highway, said point being 120 feet West of the Northeast corner of said 80 acre tract, and running thence West to an iron pin at the Northwest corner thereof; thence South to an iron pin at the Southwest corner thereof; thence East to an iron pin on the West boundary of said highway; thence Northeasterly along the West boundary of said highway to the point of Beginning, containing 68.06 acres, more or less.

Less and except the following described tract:

A part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-eight (28), Township Sixteen (16) North, Range Thirty (30) West, in the City of Fayetteville, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at an iron pin located at the Southwest corner of the said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and running thence North 1318.46 feet to an iron pin located at the Northwest corner of the said forty acre tract; thence East 330.2 feet along the North line of said forty acre tract to an iron pin; thence South 1320.81 feet to an iron pin located on the South line of the said forty acre tract; thence North 89°35'34" West 330.2 feet to the point of beginning, containing 10.00 acres, more or less. Subject to an easement for ingress and egress, 60 feet in width, on the South side thereof, as described in Washington County Deed Record 617 at page 152. Also subject to the 15 foot wide City of Fayetteville water line easement that runs East and West through the North side thereof, said easement being described as being 7.5 feet of equal and uniform width either side of an existing water line and a permanent easement 25 feet in width to the City of Fayetteville, as per right of way grant filed in Book 868 at page 92 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

Less and except the following described property:

That portion of land that lies west of the centerline of East Fork of Cato Springs Branch and containing approximately 4.68 acres.

Also, a 60 foot wide access easement, for ingress and egress, located along the South line of the South Half (s ½) of the Northwest Quarter (NW 1/4) of said Section 28, Township 16 North, Range 30 West, that runs East and West 1645 feet, more or less, from the West line of the said 80 acre tract to the West right of way line of South School Street, City of Fayetteville, Washington County, Arkansas, as described in Book 617 at page 152 in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County.

Subject to easements, rights of way and mineral reservations of record.

February 14, 2000

Dear Neighbors of Tyson Foods Entrée Plant:

You may have already received, or will very soon receive, a letter from the City of Fayetteville notifying you that Tyson Foods has made application with the city to rezone the property on Hwy. 71B where our Mexican Original South and Entrée plants are located from I-1 to I-2. I am writing to give you additional information on this matter and offer to answer any questions you may have.

Tyson has been producing further processed food products at this location since 1983, when we acquired the facility from Shakespeare. Apparently the location was zoned I-1 when we bought it, and no one ever brought to our attention that when we began making food products there, it should have been re-zoned I-2. Very recently, when we applied for a building permit to expand the plant, the improper zoning was brought to our attention by the city and we are taking steps to correct the matter.

The expansion we are planning is to the Entrée Plant, where we produce meal kits, "plated" dinners, and recently a "Rice Bowl" product that contains rice, vegetables and a meat, usually chicken. The expansion will simply enable us to increase production of these same products. It is important to note that all we will be doing is producing more of the same kind of products, not anything new or different in any significant way from what we have done in this plant for years.

This facility is state of the art. It is a modern food processing plant that we take a great deal of pride in. We try to keep it beautifully landscaped and well maintained. Over the years we have always tried to be good neighbors. We are not aware of any major complaints, odor or otherwise, that have ever been lodged about this facility. After this re-zoning and expansion, we intend to continue to operate in this fashion.

Should you have any concerns or questions about this matter as we go through the approval process with the City Planning Commission and City Board, please don't hesitate to call. I can be reached at 501-290-7232.

Sincerely,

Archie Schaffer III
Senior Vice President
External Relations

AS/ay

Tyson Foods, Inc. 2210 West Oaklawn Drive Springdale, AR 72762-6999
800-643-3410 501-290-4000 www.tyson.com

THIS LETTER REPRESENTS MY OBJECTION TO CONTEMPLATED ZONING CHANGES BY THE FAYETTEVILLE PLANNING COMMISSION.

Re: Re-zoning request (from I-1 to I-2 general industry) by Tyson Foods referencing 68.02 acres locate at 2647 S. School, Fayetteville, AR

I presently own 10 acres located at 2331 S. School on the north boarder of the Tyson property (2647 S. School). The front 5 acres of my property is zoned C-2 and the back 5 acres is presently zoned R-1. This land was originally purchased almost 100 years ago by my Grandfather, Mr. Selle. In 1946 my parents, Mr. & Mrs. D.M. Patton, built a mobile home park and cottage rental business at this site. The 5 acres zoned R-1 was submitted in 1959 on a tentative Platte as part of the Meadowlark Addition which represented 14 residential lots.

My feeling about this zoning change is that it will virtually destroy my entire property's value for the foreseeable future. My present Mobile Home Park and Cottage Rental business has suffered and will continue to suffer while Tyson is adversely affecting this community..

The I-1 zoning for Tyson presently does not allow food processing. However, conversations I have had with employees' of the plant confirm they have been processing food their since the mid 1980's. My understanding when Tyson obtained I-1 zoning they were within the law as a freezer storage plant. If this is true, they have been operating outside of the zoning laws for many years. Nonetheless, I have been harmed by their intrusion into this neighborhood.

Please do not allow this zoning change. Zoning violations that have occurred have adversely impacted the surrounding neighborhood. By allowing this request for a zoning change you will continue to destroy this area for any residential and most business use. Please insist that Tyson Food live and operate within the law as a good citizen of this community.

Please feel free to contact me at anytime for further information.

Sincerely,

Jerry Patton

Jerry Patton, property owner
442-2021

Re: Rezoning request - Tyson Foods, 2641 S. School, Fayetteville

February 24, 2000

Dear Sirs:

I would like to strongly protest the rezoning of Tyson to heavy industrial. I believe it would devestate the property values of this neighborhood. When I purchased this property, I understood Tyson was abiding by zoning restrictions (Freezer + Storage only) and would continue to do so. I would hate to see a nice neighborhood become destroyed both physically and financially. I am writing this protest and hope it will be reviewed but due to my work hours I will be unable to attend Monday's 5:30 pm meeting. I am, however, assured that many of my neighbors hold the same view as I do and will be there to represent us as a collective.

Sincerely

Jeanna K. Potts
907 Lorena Lane
Fayetteville AR 72701
571-3515

RZ00-8: REZONING
TYSON, PP639

This item was submitted by R. Read Hudson on behalf of Tyson for property located at 2647 S. School. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 53.38 acres. The request is to rezone the property to I-2, General Industrial.

Archie Schaffer was present on behalf of the request.

Staff Recommendation

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

Commission Discussion

Johnson: This is another proposed rezoning. This is on behalf of Tyson Foods. This request is to rezone the property to I-2, General Industrial. Staff is recommending approval of the requested rezoning based on the findings in the staff report. Tim, let me ask you if you will go ahead and make the presentation to us on the proposed rezoning.

Conklin: This is a request to rezone 53.38 acres from I-1 to I-2, General Industrial. Tyson approached the city several weeks ago with plans to add on to their facility on South School Street. At that time, I reviewed the zoning ordinance and zoning map and determined that I-2 zoning is required for a food processing facility. Staff is recommending approval. It is consistent with our General Plan 2020. That plan designates the site as industrial. Tyson Foods, during our discussions, has indicated that they are not changing what they have been doing at this site for the past 16 years. They basically have three operations at this facility consisting of a freezer, a tortilla line, and an entree line. The additions will allow them to increase their existing production in their facility. Overall, nothing will change with regard to what they have been doing there the last 16 years.

Schaffer: I'm Archie Schaffer with Tyson Foods. I have with me this evening, Read Hudson from our legal department who submitted this proposal to the City and Ron Howard who is the Plant Manager at the Entree Plant which is the facility that we are proposing to expand. I appreciate the opportunity to visit with you this evening. I'll be very brief in my comments and we will be happy to answer any questions you have. We appreciate your consideration of this request. This plant was originally built in the 1950's by Shakespeare and for a number of years produced fishing equipment such as rods and reels. Tyson acquired it in 1983 or 84 and converted it to a food processing plant. We have essentially been doing the same thing at this location ever since. It is a plant where we produce further processed items in the entree facility

which is what we are proposing to expand. Then, there is a Mexican Original Plant adjacent to it where we produce flour and corn tortilla products. As Tim said, what we propose to do with this expansion is essentially what we have been doing there for 16 years and that is to produce meal kits, entree dinners, and a new product called Rice Bowls that we need to expand to meet the needs of a particular customer. I brought a couple of exhibits for you to look at. One is a photo of the plant as it exists now. It shows the overall plant and the way we have landscaped it and maintained it. We take a great deal of pride in all of our facilities but this one in particular. I wanted you to be able to see it in case you are not familiar with exactly what we are talking about. The other drawing was included in your packet and I have enlarged it and added the proposed expansion. We have a total of 415,000 square feet in the facility now. We are proposing, with the four small additions on the north side, is to add a total of about 16,000 square feet. As Tim said, the reason we are here tonight is because we didn't realize when we began producing food products there 16 years ago that it needed to be rezoned and when we filed our application for building permit, we discovered that it was improperly zoned. We would ask that you recommend this and that we get it rezoned so we can go forward with our proposed expansion. I'll be happy to answer any questions that you have.

Johnson: One question to be sure that I understand, Mr. Shaffer, you mentioned that you do further processed items. To the layman that would mean entree dinners.

Shaffer: Right. Further processed or value added are terms of our industry but they are fully cooked finished food products.

Ward: Archie, you might go through what you are going to be doing in the four different areas of expansion.

Shaffer: The small, narrow, red cross hatched thing on the left is a receiving area where trucks deliver rice for the Rice Bowl product which is the primary thing we are going to be producing there. That's where we would unload rice. The trucks would back up into that area and then the rice will be transported through a vacuum system from there over to the pink area on the right which is what we call the rice room. That will hold the rice until it's ready to go into the processing plant. The green area is an addition to the engine room to operate the machinery. It's attached to the existing engine room now. The largest area which is yellow, is the actual processing area where we're going to be adding a line similar to one that we presently have in the plant to increase the production of this particular product.

Public Comment

Jerry Patton, residing at 2331 S. School Ave. was present.

Patton: My property is adjacent to the Tyson plant and I appreciate the opportunity to

express my concerns about this zoning change. A couple of things that I need to know right off the bat is how they operated for the years that they have outside of the present zoning laws. I'm not clear on that. Tyson is a fine company. There's no problem with these people. I just happen to be beside them. My business has suffered. There is noise. There is odor. It's debatable as to where the odor is coming from. I see my property being devaluated there and we get back to the word profit and trying to get a return on your income. We've been here for a long time. My grandfather bought this property in the early 1900's and it's been in the family ever since. I feel this has come up quickly. They have been outside the zoning for several years. We raised the red flag on getting the proper zoning and then the appropriate steps are taken to rezone it properly. Everything is forgotten and we move on down the line. I'm involved with a substantial loss on this piece of property. I'd like to see if there could be a time out to give a little more communication to the neighborhood giving us the opportunity to analyze the situation and see if there can't be something reasonable in a win-win situation that could be worked out for everyone. To quickly and abruptly okay this change, when there are so many looming questions, I would certainly appreciate a little more time if that is possible.

Johnson: Thanks, Mr. Patton. Let me point out that rezonings come before the Planning Commission first and we take action on them and our action moves directly to the Council for its action and often the Council takes three readings to do rezoning, although it can be moved forward more quickly if they wish to. Rezonings are not something that move quickly through the city. I don't want to get into a debate about it. I'm merely explaining how rezonings work and that the City is usually charged with moving too slowly.

Patton: Is there a possibility of a nondecision at this evening's meeting?

Johnson: Yes. We can table items. Items can be withdrawn. We understand your position.

Patton: If you look at the number of houses that are in Clover Creek and the number of houses that are in the Meadowlark Addition, the buffer zone that is really bordering the majority of the populous neighborhood is my ten acres which pretty much has nothing on it. It's just a flat field. It's zoned R-1 and it has 14 residential lots that have not been developed and they are on a tentative plat. The front five acres, or part of that, is zoned C-2 and it's a commercial zone. I kind of feel like I'm the only voice for a large buffer zone or border that is up against the plant. I'd like you to take that into consideration as well if it has any bearing.

Johnson: Thank you. It's my understanding and Tim correct me if I'm wrong about this, it's my understanding that when Tyson bought this plant 16 years ago, the City certainly knew about the proposed sale of the plant to Tyson and I would guess that the City knew that food processing was going to take place in a portion of the facility. Tim wasn't here then. I wasn't here then and I don't know who was here then. My understanding is that the City perhaps should have at that time required Tyson to go through a rezoning but the City didn't require Tyson to go

through a rezoning and so now that it has come before you in the year 2000, you believe the rezoning is needed and thus it is before us and you can't undo what the City didn't do 16 years ago.

Conklin: Yes. You are exactly right. I have been asked that question several times. I do not know what happened in 1984. I can tell you today that when we get a building permit, we check the zoning and if it's not in the proper zone, I advise them to rezone. That is why they are here tonight.

Johnson: Mr. Patton addressed the issue of buffering. It's my understanding buffering is not an issue that comes before us in a rezoning. Buffering would only come before us for projects that have to go through a large scale development situation. This is merely rezoning and that's not a time at which the Commission even has the power if it wanted to talk about buffering.

Conklin: You are correct.

Rick McKinney, residing at 609 N. Olive, was present.

McKinney: I have an office across the street from Tyson. It's intriguing how these things happen. I think that probably Shakespeare was so glad to have the plant sold and move on that a lot of this probably got overlooked. When I looked through some of the paperwork which I have received from different people in the neighborhood and I look at the basic description between I-1 and I-2, immediately that concerns me being right across the street and normally I am down wind. The prevailing winds come from the west most often. This winter it was from the south. My first question is what amount of ammonia does this plant handle and contain at any one time?

Johnson: Mr. McKinney, this is not a forum for debate between the applicant and yourself or this Commission. You may make your presentation to this Commission and we will pick up on the questions.

McKinney: It is not a matter of debate. It is a matter of knowledge. If they are intending on expanding the ammonia storage at this facility, I think I have a right to know that.

Johnson: You have a right to tell us what your concerns are and then once you have addressed those, then your role in this meeting is complete.

McKinney: I am concerned about the ammonia at any plant whether it's here or in Rogers or anywhere else. It is a hazardous substance. It is lethal if exposed in the wrong way. That was the intent of my question. They may not be expanding their ammonia capacity in this expansion of this plant at all which could have been resolved quickly with the matter of answering the

question. They have been a good neighbor. I have very little to complain about Tyson being across the street from me. I would point out that I have noticed a more audible, high pitched noise which comes from the plant. It's very intermittent. It's not a daily occurrence. It's something that does penetrate the closed windows and doors of my office when they are that way. The way that this building was built that I bought, the windows do not open. 99% of the time, my environment is controlled but the sound permeates through the building. I recognize the fact that their freezers have large fans. I'm not addressing that noise. That is an anticipated noise and it's a lower noise than what the new one is. It's my understanding that they do not have a building permit for this expansion, yet construction has been going on at the plant at least in the front area of the pink shaded area that I can view directly out the front door or my office. Large equipment has been delivered. I believe another white cylindrical tank has been erected in the pink area or adjacent to the building. In looking at the I-1 and I-2 descriptions, the light industrial district is designed to group together a wide range of industrial uses which do not produce objectionable environmental influence in operation and appearance. I would say Tyson fits well within this description. The I-2, general industrial district is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environment nuisances which are objectionable to residential and business use. I guarantee you that if it is objectionable and a substantial environmental matter, I am not going to be in agreement with it. So far, I have not been exposed to this. I'm sure they work with ammonia at this plant. Apparently, they have very good safety features for it. I have never even detected a smell of ammonia in the air. However, some times they burn the tortillas. That is not objectionable but it is noticeable. I would also encourage you to take a little bit of time to let the neighbors off of Cato Springs which back up to this property to let them give some input if they don't realize this expansion is going on. I received my notice through regular mail. It was not certified. I'm not sure how many people actually open every piece of mail they get. I do show an interest in that area and I also believe that type of change between I-1 and I-2 should come registered to a property owner that is within the radius that you mail these things to. I would encourage you to table this for further question and answer time where I can talk to these guys without being sanctioned for trying to get an answer out of them and have them go into further discussion or explanation of the amount of ammonia, if they are adding any and how much they are adding and how they intend to handle it as well as what they intend to do about odor containment on their additional processing. Thank you for your time.

Johnson: Thanks, Mr. McKinney.

Further Commission Discussion

Johnson: Mr. Schaffer, will you do anything in this expansion that you are not presently doing? Will you do anything different other than the same kinds of things you are already doing?

Shaffer: No. We'll be doing exactly the same thing. The product mix from time to time may change. Whether it's a rice bowl with chicken in it or a rice bowl with beef. Unfortunately, we do have to put some other proteins in these products from time to time. No, we will not be doing anything substantially different from what we are doing there. To address Mr. McKinney's concerns about ammonia. We do use ammonia in our freezer systems at this facility. We will be increasing this system but I can't tell you how much. It's not a dramatic increase. The City does not regulate that but it is very heavily regulated by other government agencies and as Mr. McKinney pointed out, we have never had an incident there. He's never smelled ammonia. It has not been a problem in the past and we would certainly hope that it never would be in the future. We take it very seriously and have professional people trained that work with it constantly to see that we don't have a problem.

Johnson: We're glad that you try to deal with the safety issues relating to ammonia and we are equally as glad that we don't have to regulate it.

Marr: Mr. Shaffer, this expansion is related to the rice product. Is that currently being manufactured in the facility?

Shaffer: It is.

Marr: Are you aware of any complaints relative to smell or anything of that nature at this point associated with that product?

Shaffer: No. As far as I know, we have not had any odor complaints from this facility at all.

Marr: Thank you.

Estes: The request is that this property be rezoned I-2, General Industrial. Our General Plan 2020 designates this site as industrial. The staff has made the findings that rezoning this property to I-2, General Industrial is consistent with the land use plan.

MOTION

Commissioner Estes made a motion to approve RZ00-8 and forward the requested rezoning on to our City Council.

Commissioner Odom seconded the motion.

Johnson: I have the motion by Commissioner Estes and the second by Commissioner Odom that we approve RZ00-8. Is there discussion of the motion to approve the rezoning?

Odom: I would be much more in favor of doing a table to talk about certain issues if I didn't know and understand that this is going before the Council and they will visit it in detail and there will be several other opportunities for public comment and discussion at that time.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 7-0-0.

STAFF REVIEW FORM

X Agenda Request
___ Contract Review
___ Grant Review

For the Fayetteville City Council meeting of March 7, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 00-9.00 submitted by Charles Venable on behalf of the City of Fayetteville for property located at the southwest corner of Razorback Road and Cato Springs. The property is zoned R-2 Medium Density Residential and contains approximately 19.47 acres. The request is to rezone to I-1, Heavy Commercial/Light Industrial.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**_____

Accounting Manager — Date — ADA Coordinator — Date

City Attorney — 2-18-00 Date — Internal Auditor — Date

Purchasing Officer — Date

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

Division Head — 2-18-00 Date

Department Director — 2-18-00 Date

Administrative Services Director — 2-18-00 Date

Mayor — 2/22/00 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
FROM: Dawn T. Warrick, Associate Planner
THRU: Tim Conklin, City Planner
DATE: February 14, 2000

RZ 00-9.00: Rezoning (City of Fayetteville, pp 638) was submitted by Charles Venable on behalf of the City of Fayetteville for property located at the southwest corner of Razorback Road and Cato Springs. The property is zoned R-2 Medium Density Residential and contains approximately 19.47 acres. The request is to rezone to I-1, Heavy Commercial/Light Industrial.

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: **Required** **YES**
O Approved **O Denied**

Date: February 14, 2000

CITY COUNCIL ACTION: **Required** **YES**
O Approved **O Denied**

Date: _____

Comments: _____

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BACKGROUND:

This site is currently owned by the City of Fayetteville and is the site of the City's Water and Sewer Operations facility. Until 1998 the property was zoned I-1, Heavy Commercial/Light Industrial, which was an appropriate zone for this use. In March of 1998, the City entered into a contract with The Dinerstein Companies. This company proposed to purchase the property and build 180 apartment units. In order to process this plan, R-2 zoning was sought and granted. After the property had been rezoned however, The Dinerstein Companies backed out of their contract to purchase the property.

The Water and Sewer Division had plans in 1998 to relocate to a site in the south industrial park. Those plans have changed and renovation and addition to the existing site is now the preferred course of action to improve these City facilities. It is now necessary to change the zoning of this property back to I-1 in order for the current use to be conforming and to allow expansion of this facility.

SURROUNDING LAND USE AND ZONING

North:	Single family homes (C-1)
South:	Single Family Home (C-2)
East:	Cornucopia Fayetteville Urban Farm (I-1)
West:	Undeveloped (R-2)

INFRASTRUCTURE:

Streets: The site is adjacent to Razorback Road which is classified on the Master Street Plan as a principal arterial (110' of right of way required), and Cato Springs Road which is classified on the Master Street Plan as a minor arterial (90' of right of way required).

Water: There is a 12" water line crossing this property.

Sewer: There is an 8" sewer line along Cato Springs Road.

LAND USE PLAN: General Plan 2020 designates this site Regional Commercial. Rezoning this property to I-1, Heavy Commercial / Light Industrial, is consistent with the land use plan and compatible with surrounding land uses in the area.

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 requested rezoning is consistent with land use planning objectives. Uses permitted within the I-1 zoning district would be suitable for development in areas designated as Regional Commercial.**

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

Finding: **The rezoning is justified and needed at this time. This action will return the appropriate zoning designation to this property and will allow for expansion of the City's Water and Sewer Operation facility.**

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

Finding: **The proposed rezoning will 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 rezoning will not alter the population density and thereby undesirably increase the load on public services.**

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**

§161.17 DISTRICT I-1 HEAVY COMMERCIAL AND LIGHT INDUSTRIAL.

A. Purpose. The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The light industrial district is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 3	Public Protection and Utility Facilities.
Unit 4	Cultural and Recreational Facilities
Unit 6	Agriculture
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 17	Trades and Services
Unit 18	Gas Service Stations and Drive-In Restaurants
Unit 21	Warehousing and Wholesale
Unit 22	Manufacturing
Unit 25	Professional Offices
Unit 27	Wholesale Bulk Petroleum Storage Facilities with Underground Storage Tanks

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 19	Commercial Recreation
Unit 20	Commercial Recreation-Large Sites
Unit 28	Center for Collecting Recyclable Materials

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

From Street R-O-W (when adjoining A or R districts)	50 ft.
From Street R-O-W (when adjoining C, I or P districts)	25 ft.
Side (when adjoining A or R districts)	50 ft.
Side (when adjoining C, I or P districts)	10 ft.
Rear (when adjoining C, I or P districts)	10 ft.

D. Height Regulations. There shall be no maximum height limits in I-1 District, provided, however, that any building which exceeds the height of 25 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 25 feet.

(Code 1991, §160.039; Code 1965, App. A, Art. 5(VIII); Ord. No. 1747, 6-29-89; Ord. No. 2351, 6-2-77; Ord. No. 2430, 3-21-78; Ord. No. 2516, 4-3-79)

RZ 98-6.00: REZONING (THE DINERSTEIN COMPANIES)
SOUTHEAST CORNER OF CATO SPRINGS ROAD AND RAZORBACK ROAD

Submitted by the applicant for property located at the southeast corner of Cato Springs Road and Razorback Road. The property is zoned I-1, Heavy Commercial-Light Industrial and contains approximately 19.47 acres. The request is to rezone the property R-2, Medium Density Residential.

Staff Recommendation:

Staff recommends approval of the requested rezoning from I-1 to R-2.

Mr. Harold Heady appeared before the Commission on behalf of the applicant.

There were no public comments.

Mr. Heady stated the intent of this project was to build 180 apartment units which would be upscale. It would contain a clubhouse along with substantial amenities e.g. computer facilities and a pool with a deck and students would be the market.

- Mr. Reynolds stated there was heavy commercial in this location and previously the Commission had refused development and recommended zoning to R-2.
- Mr. Forney stated his support for the rezoning saying he would like to see additional development inside the bypass. He further mentioned there was discussion at the University for more student housing. Another thing Commissioner Forney wanted to note as a member of the Planning Commission the state law provided to the Planning Commission to review all public facilities. He requested that relocation of any city facilities (siting issues) be discussed at Planning Commission.

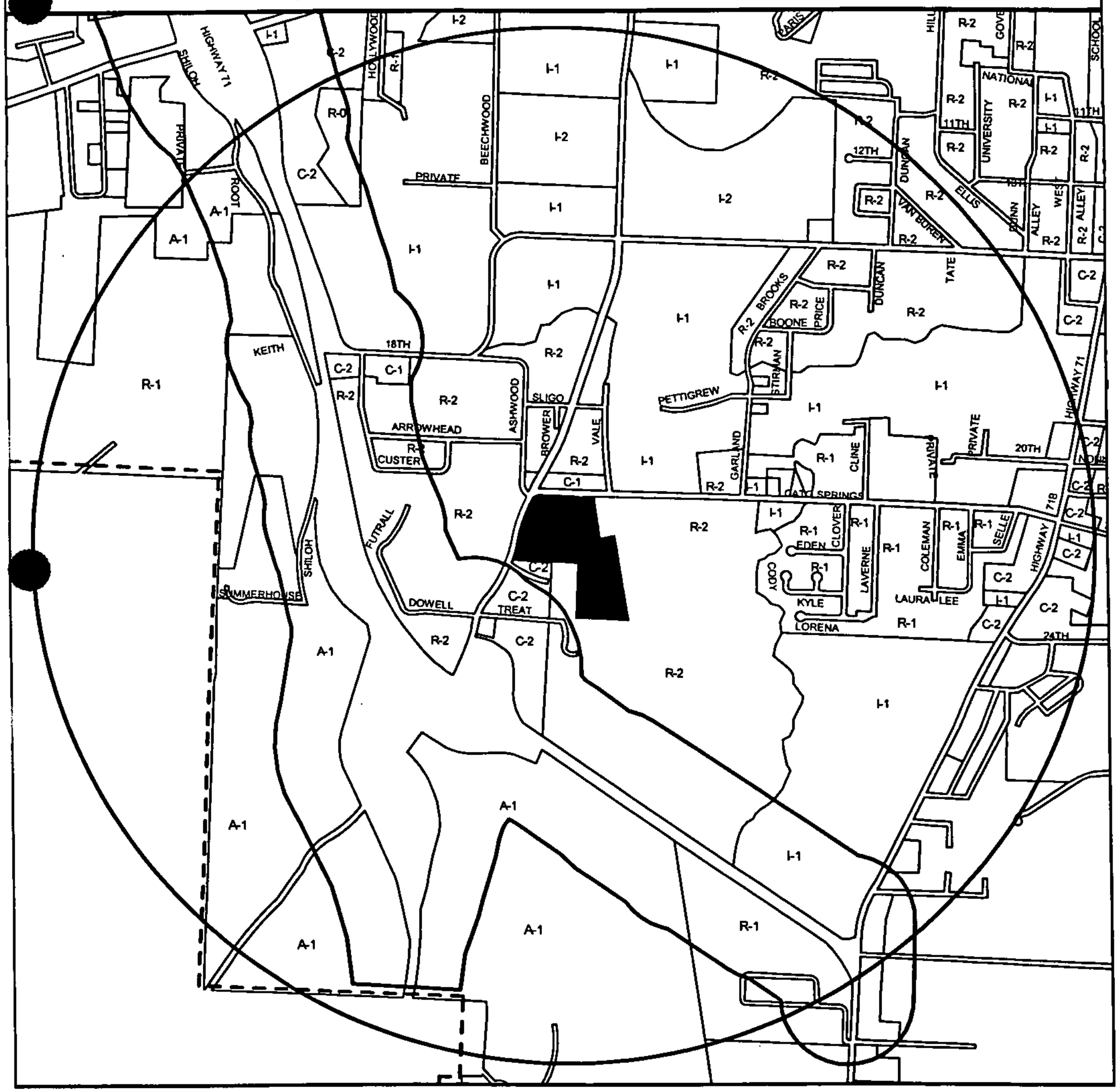
MOTION

Commissioner Reynolds moved to approve requested rezoning from I-1 to R-2.

Commissioner Ward seconded above motion.

The roll call was given and said motion carried 8-1-0, Watkins voted nay.

RZ00-9.00 - City of Fayetteville - One Mile Diameter



1400 0 1400 Feet

N
W E
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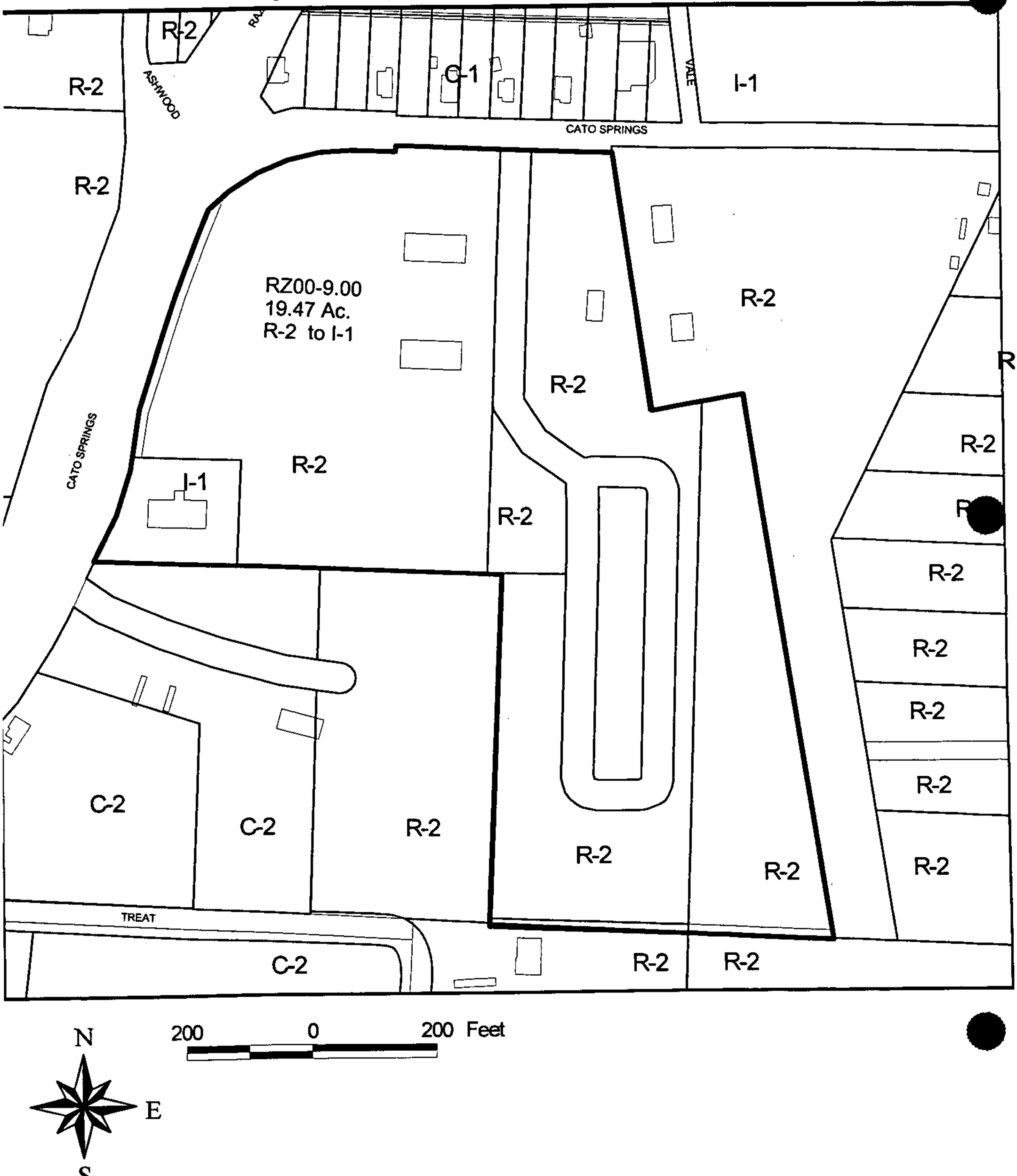
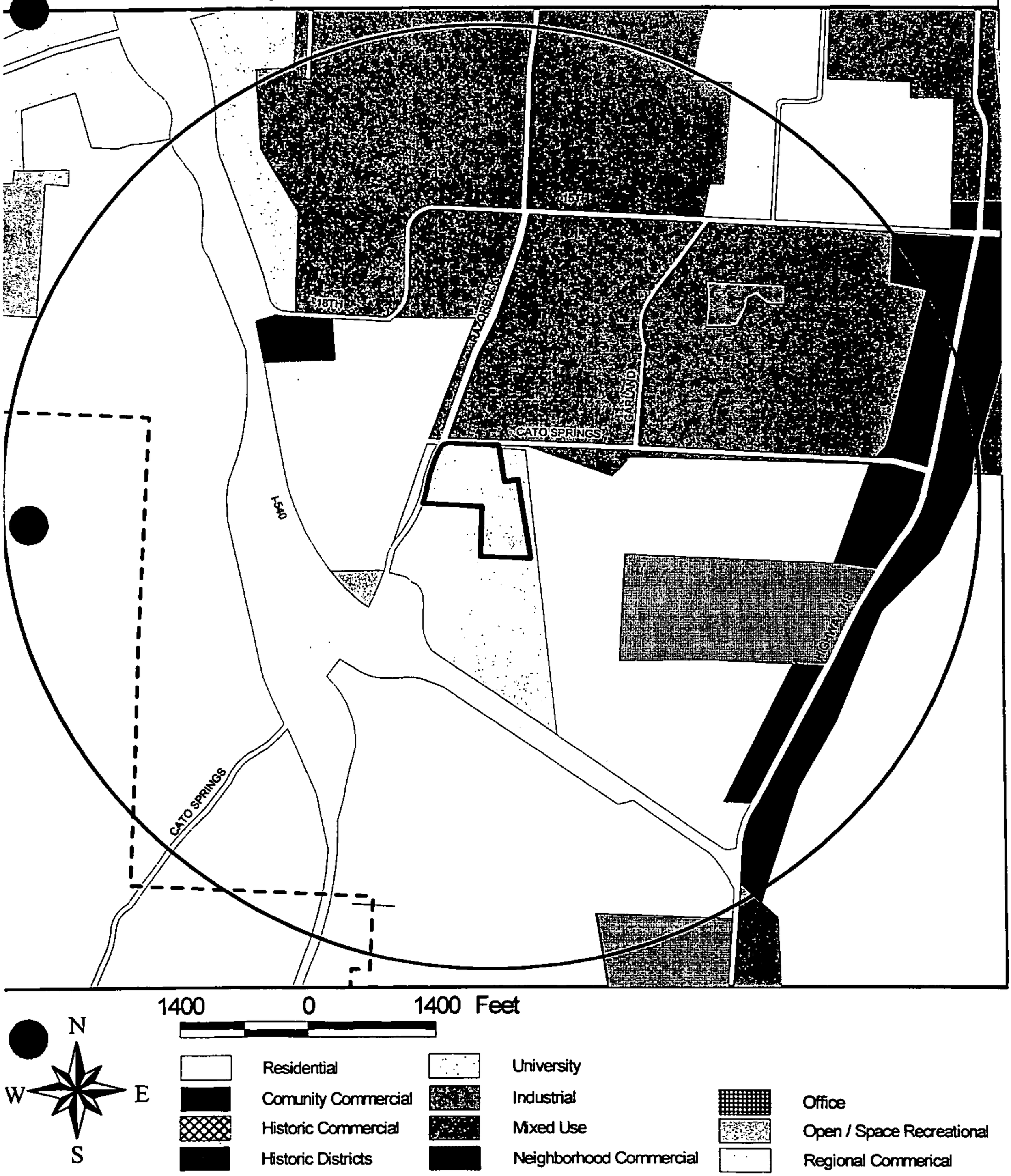
RZ00-9.00 - City of Fayetteville - Close Up



RZ00-9.00 - City of Fayetteville - 2020 Plan



RZ00-9: REZONING
CITY OF FAYETTEVILLE, PP638

This item was submitted by Charles Venable on behalf of the City of Fayetteville for property located at the southwest corner of Razorback Road and Cato Springs Road. The property is zoned R-2, Medium Density Residential and contains approximately 19.47 acres. The request is to rezone to I-1, Heavy Commercial/Light Industrial.

Dave Jurgens was present on behalf of the request.

Staff Recommendation

Staff recommends approval of the requested rezoning based on the findings included as a part of the staff report.

Commission Discussion

Johnson: Tim, would you make a presentation on this item?

Conklin: This is a request to rezone the Water and Sewer City Operations from R-2 to I-1, Heavy Commercial/Light Industrial. This is the location of where our city Water and Sewer Service Center is located. It also includes an outdoor storage area. The site was rezoned from I-1 to R-2 in 1998. We were working with the Dinerstein Companies to do student housing at this location. Since then, they have withdrawn from the project. The city has decided to expand this facility. The I-1 zoning is required. Staff is recommending support of this rezoning to get back to the original zone. We have with us, Dave Jurgens, who has additional information and can answer questions if you have any.

Johnson: Mr. Jurgens, good evening.

Jurgen: Good evening. Dave Jurgen. Water and Sewer Superintendent. The project to expand this facility was on the books before the offer from Dinerstein was ever made to purchase this land. The Water and Sewer Operation Center has been at this location since 1963. There is a lot of facility in place. Rather than move to an alternate site as originally planned when the purchase offer was made, we decided to save 1.5 million and leave the facility where it is. It's going to cost us roughly 1.5 million dollars more plus the expenditure of whatever the value of the property where ever we would move to. It seems quite honestly to be an unnecessary expenditure of funds to build an equivalent facility at a different location. Additionally, this site gives us excellent access to our most critical facilities via the bypass because our largest waterlines are on the north edge of town. Responding to the location of those waterlines is critical. We've had water leaks in excess of 125 gallons a minute. The time driving from a site

Roll Call

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

on S. Morningside Drive quite honestly caused us a great deal of concern. We were looking at 10 to 15 more minutes of travel time going up Hwy 265 which will be better soon. That was a significant issue for keeping it at the current location. The primary issue is the 1.5 million dollars that we don't have to spend in order to get an equivalent facility at the current site.

Estes: Thank you.

Public Comment

None

MOTION

Commissioner Hoffman made a motion to approve RZ00-9.

Commissioner Shackelford seconded the motion.

Estes: The motion has been made and seconded. Is there discussion?

Hoover: Tim, in an I-1, is there any screening required?

Conklin: We do have a buffer and screening section as part of our code for residential neighborhoods. That is something we will look at during large scale to determine what would be required in this area.

Hoover: My concern is the view from Razorback Road which is our southern entrance to Fayetteville. I'm not sure what you plan for the facility there.

Jurgen: The architect and I are very well aware that this facility is at one of the primary entries to the City. Like you said, the City of Fayetteville entrance sign is right across the road from us. We are going to try and match that. We are indeed going to put up screening. We're going to face the new structure to Razorback Road with a new address off of Razorback Road. Passersby will be looking at the entrance and not the back side. The back side of anything like this never looks as good as the front. Employee parking would be located in the front and then all of the city owned vehicle parking would be in the back so it would be more screened as well. We are planning a full row of trees in the parking area. These are very preliminary plans and would naturally have to come forward to Subdivision Committee as part of a large scale. Also, instead of having two driveway entrances, we are going to share the existing driveway entrance with the Childrens House so that we wouldn't have an additional curb cut.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ00-9 FOR A PARCEL CONTAINING APPROXIMATELY 19.47 ACRES LOCATED AT THE SOUTHWEST CORNER OF RAZORBACK ROAD AND CATO SPRINGS ROAD AS REQUESTED BY CHARLES VENABLE ON BEHALF OF THE CITY OF FAYETTEVILLE.

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:

From R-2, Medium Density Residential to I-1, Heavy Commercial/Light Industrial described IN Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By_____
Fred Hanna, Mayor

ATTEST:

By_____
Heather Woodruff, City Clerk

EXHIBIT "A"
City of Fayetteville, RZ00-9

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 29, T-16-N, R-30-W, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NE CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 29, THENCE SOUTH 2°32'30" WEST - 44.30 FEET TO THE SOUTH RIGHT OF WAY LINE OF CATO SPRINGS ROAD, THENCE ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 87°28'57" WEST - 155.60 FEET TO THE POINT OF BEGINNING, THENCE ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 87°28'57" WEST - 346.86 FEET; THENCE SOUTH 1°52'28" WEST - 9.75 FEET; THENCE NORTH 87°59'09" WEST - 72.23 FEET TO THE BEGINNING OF A CURVE; THENCE SOUTHWESTERLY CURVING TO THE LEFT ALONG SAID SOUTH RIGHT OF WAY LINE, SAID CURVE HAVING A RADIUS OF 298.75 FEET, A DELTA ANGLE OF 48°21'24", AND A LENGTH OF 252.14 FEET TO THE EAST RIGHT OF WAY LINE OF ARKANSAS HIGHWAY 265; THENCE ALONG SAID EAST RIGHT OF WAY LINE SOUTH 21°56'30" WEST - 45.16 FEET; THENCE SOUTH 20°28'50" WEST - 97.90 FEET; THENCE SOUTH 18°58'50" WEST - 48.95 FEET; THENCE SOUTH 17°54'15" WEST - 56.42 FEET; THENCE SOUTH 17°19'40" WEST - 92.37 FEET; THENCE SOUTH 8°47'50" WEST - 101.12 FEET; THENCE SOUTH 17°19'40" WEST - 77.48 FEET; THENCE SOUTH 26°19'33" WEST - 83.72 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 87°22'57" EAST - 653.00 FEET; THENCE SOUTH 2°34'20" WEST - 576.00 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 29; THENCE ALONG SAID SOUTH LINE SOUTH 87°14'15" EAST - 539.50 FEET TO THE WEST RIGHT OF WAY LINE OF THE ARKANSAS MISSOURI RAILROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE NORTH 8°06'09" WEST - 897.20 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE SOUTH 80°33'50" WEST - 150.50 FEET; THENCE NORTH 7°42'23" WEST - 426.50 FEET TO THE POINT OF BEGINNING, CONTAINING 19.47 ACRES, MORE OR LESS, TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS. SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.

To: Fayetteville City Council

Re: Appeal of Planning Commission Action of February 14, 2000.

Property owner: Lake Hills Church 444-7797

Contact Person: Dr. Jon H Allen, Pastor 634-3434

1. We were offered a 3.5 acre parcel of property before it was on the open market. We were concerned about building on the property which was only 180' wide, so we approached Alette Little. She looked at our plans and said, "I don't see a problem." Based on her "unofficial" review, we purchased the property.

3. We secured the services of the Benham Group for design, engineering, and architectural work.

4. Before we could submit plans to the planning department, Alette Little left for another position. We worked with the new planning staff, and on April 26, 1999, submitted our plans to the Planning Commission for a rezoning to R-0 and a conditional use permit to build a church facility based on that R-0. Our request met all the required findings and, like Alette Little before, the planning staff recommended approval of our plans.

a. We requested R-0 because we wanted to make multiple use of the parcel by including three rental offices in a wing of our church building. We had master planned the maximum size for a building that could fit on this property and still have adequate space for parking, driveways, green space, etc. However, such a building would be larger than our current needs. By including offices we would be able to receive rental income until our congregation grew to the point that we needed to use the office space for our own needs. All this had been explained to Alette Little and the subsequent planning staff in the above mentioned conversations.

b. This property is joined on the north side by the Williams Center which is zoned R-1. A church facility would serve as an appropriate buffer between the Williams Center and the property to the south which, according to the owner, will be developed in the future.

5. The minutes of the April 26, 1999, Planning Commission meeting will indicate that they spent considerable time reviewing our request and considering options including rezoning only the front half of the property. Finally, assuming a negative vote, they recommended that we withdraw our request to avoid a year wait for another rezoning request and that we work with planning staff and return with a rezoning request that would be appropriate for the church plans.

6. At that April 26 meeting, the Planning Commission granted us a conditional use permit to build on the present A-1 zoning if we so chose.

That conditional use permit was inadequate since our original design called for a 10,400 square foot building based on the ten foot setbacks of the requested R-1 zoning. The present zoning A-1 requires 20 foot setbacks. The property is 180' wide. Denial of the rezoning request had the

effect of reducing the north-south footprint of our building by approximately 20%. Thus, we would have had to increase the size of the building by approximately 20% on its east-west axis. This is an impossible size to build unless the side of the hill is excavated, much like the Williams Center. This would leave a huge "ugly" scar on the hill and the removal of much of the natural habitat including many very large, very old trees. Or, the building could be relocated on top of the hill, a flatter area, making it further from Crossover and requiring removal of much of the woodland habitat.

7. We spent considerable time and money on more engineering and architectural studies, including aerial photography, and in cooperation with the planning staff, we submitted a new request for the parcel to be rezoned P-1. Our request met all the required findings and the planning staff recommended approval of the rezoning request.

Benefit: Rezoning to P-1 (with ten foot setbacks) would allow us to build close to Crossover rather than on top of the hill, and we would not have to do the enormous excavations. Rezoning to P-1 (with ten foot setbacks) would allow us preserve the natural beauty of much of the woodlands.

8. The Planning Commission denied our P-1 request. They seemed concerned that they would lose control of the property by removing the present A-1 zoning. Despite the facts of the unique character of this parcel, and despite the fact that we had done, at considerable expense, what they had asked us to do (outlined in 5 above), they felt that since we already had received a conditional use permit, they denied our P-1 request.

9. We are basing our appeal to the City Council on the basis of the above and that

a. P-1 is the appropriate zoning for a church according to the zoning code. (In fact, a quick review of the zoning map shows that most churches in Fayetteville are on P-1 zoned property. Although some churches have been built on A-1 with a conditional use permit, we could find no occasion when a church was denied a P-1 request and required to retain an A-1 zoning.)

b. A-1 is designed to "protect" agricultural land until such time as "an orderly transition to urban development has been accomplished." Since this parcel will not be used for agricultural purposes it does not need such protection. Should not A-1 zoning be used to safe guard truly agricultural land rather than as a means to control nonagricultural usage?

10. We are aware that we are required to submit our plans as a Large Scale Development. This should satisfy anyone's concerns that the city will somehow lose control of the property.

11. Two of the owners of adjourning land have expressed their concerns that if this property is rezoned P-1 (or R-1) we might suddenly decide to build a detention home, golf course, zoo, or some such thing. Of course, the large scale development review should preclude any of these concerns. Although we realize that we should not be required to do this, we will gladly make appropriate performance guarantees with the city that we will, in fact, use this property to build our church facility.

B. Nonconforming Use/Structure. No nonconforming structure or use shall be renewed, changed, or extended until a certificate of zoning compliance shall have been issued by the City Planner. The certificate of zoning compliance shall state specifically wherein the nonconforming use differs from the provisions of this chapter. The City Planner shall maintain a record of all certificates of zoning compliance, and a copy shall be furnished upon request to any person.

(Code 1991, §160.192; Code 1965, App. A, Art. 9(3); Ord. No. 1747, 6-29-70)

C. Authorized Construction/Use. Certificates of zoning compliance issued on the basis of plans and applications approved by the City Planner authorize only the use, arrangements, and construction set forth in such approved plans and applications, and no other use, arrangement, or construction.

(Code 1991, §160.194; Code 1965, App. A, Art. 9(5); Ord. No. 1747, 6-19-70)

Cross Reference: Enforcement, Chapter 153.

§161.03 DISTRICT A-1 AGRICULTURAL.

A. Purposes. The regulations of the Agricultural District are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; prevent unsightly development, increase scenic attractiveness; and conserve open space.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 3	Public Protection and Utility Facilities
Unit 6	Agriculture
Unit 7	Animal Husbandry
Unit 8	Single-Family and Two-Family Dwellings

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 4	Cultural and Recreational Facilities
Unit 20	Commercial Recreation; Large Sites

C. Bulk and Area Regulations.

Lot Width Minimum	200 ft.
Lot Area Minimum: Residential Nonresidential	 2 acre 2 acre
Lot Area Per Dwelling Unit	2 acre

D. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
35	20	35

E. Height Requirements. There shall be no maximum height limits in the A-1 District, provided, however, that any building

RZ00-8: REZONING
TYSON, PP639

This item was submitted by R. Read Hudson on behalf of Tyson for property located at 2647 S. School. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 53.38 acres. The request is to rezone the property to I-2, General Industrial.

Archie Schaffer was present on behalf of the request.

Staff Recommendation

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

Commission Discussion

Johnson: This is another proposed rezoning. This is on behalf of Tyson Foods. This request is to rezone the property to I-2, General Industrial. Staff is recommending approval of the requested rezoning based on the findings in the staff report. Tim, let me ask you if you will go ahead and make the presentation to us on the proposed rezoning.

Conklin: This is a request to rezone 53.38 acres from I-1 to I-2, General Industrial. Tyson approached the city several weeks ago with plans to add on to their facility on South School Street. At that time, I reviewed the zoning ordinance and zoning map and determined that I-2 zoning is required for a food processing facility. Staff is recommending approval. It is consistent with our General Plan 2020. That plan designates the site as industrial. Tyson Foods, during our discussions, has indicated that they are not changing what they have been doing at this site for the past 16 years. They basically have three operations at this facility consisting of a freezer, a tortilla line, and an entree line. The additions will allow them to increase their existing production in their facility. Overall, nothing will change with regard to what they have been doing there the last 16 years.

Schaffer: I'm Archie Schaffer with Tyson Foods. I have with me this evening, Read Hudson from our legal department who submitted this proposal to the City and Ron Howard who is the Plant Manager at the Entree Plant which is the facility that we are proposing to expand. I appreciate the opportunity to visit with you this evening. I'll be very brief in my comments and we will be happy to answer any questions you have. We appreciate your consideration of this request. This plant was originally built in the 1950's by Shakespeare and for a number of years produced fishing equipment such as rods and reels. Tyson acquired it in 1983 or 84 and converted it to a food processing plant. We have essentially been doing the same thing at this location ever since. It is a plant where we produce further processed items in the entree facility

which is what we are proposing to expand. Then, there is a Mexican Original Plant adjacent to it where we produce flour and corn tortilla products. As Tim said, what we propose to do with this expansion is essentially what we have been doing there for 16 years and that is to produce meal kits, entree dinners, and a new product called Rice Bowls that we need to expand to meet the needs of a particular customer. I brought a couple of exhibits for you to look at. One is a photo of the plant as it exists now. It shows the overall plant and the way we have landscaped it and maintained it. We take a great deal of pride in all of our facilities but this one in particular. I wanted you to be able to see it in case you are not familiar with exactly what we are talking about. The other drawing was included in your packet and I have enlarged it and added the proposed expansion. We have a total of 415,000 square feet in the facility now. We are proposing, with the four small additions on the north side, is to add a total of about 16,000 square feet. As Tim said, the reason we are here tonight is because we didn't realize when we began producing food products there 16 years ago that it needed to be rezoned and when we filed our application for building permit, we discovered that it was improperly zoned. We would ask that you recommend this and that we get it rezoned so we can go forward with our proposed expansion. I'll be happy to answer any questions that you have.

Johnson: One question to be sure that I understand, Mr. Shaffer, you mentioned that you do further processed items. To the layman that would mean entree dinners.

Shaffer: Right. Further processed or value added are terms of our industry but they are fully cooked finished food products.

Ward: Archie, you might go through what you are going to be doing in the four different areas of expansion.

Shaffer: The small, narrow, red cross hatched thing on the left is a receiving area where trucks deliver rice for the Rice Bowl product which is the primary thing we are going to be producing there. That's where we would unload rice. The trucks would back up into that area and then the rice will be transported through a vacuum system from there over to the pink area on the right which is what we call the rice room. That will hold the rice until it's ready to go into the processing plant. The green area is an addition to the engine room to operate the machinery. It's attached to the existing engine room now. The largest area which is yellow, is the actual processing area where we're going to be adding a line similar to one that we presently have in the plant to increase the production of this particular product.

Public Comment

Jerry Patton, residing at 2331 S. School Ave. was present.

Patton: My property is adjacent to the Tyson plant and I appreciate the opportunity to

express my concerns about this zoning change. A couple of things that I need to know right off the bat is how they operated for the years that they have outside of the present zoning laws. I'm not clear on that. Tyson is a fine company. There's no problem with these people. I just happen to be beside them. My business has suffered. There is noise. There is odor. It's debatable as to where the odor is coming from. I see my property being devaluated there and we get back to the word profit and trying to get a return on your income. We've been here for a long time. My grandfather bought this property in the early 1900's and it's been in the family ever since. I feel this has come up quickly. They have been outside the zoning for several years. We raised the red flag on getting the proper zoning and then the appropriate steps are taken to rezone it properly. Everything is forgotten and we move on down the line. I'm involved with a substantial loss on this piece of property. I'd like to see if there could be a time out to give a little more communication to the neighborhood giving us the opportunity to analyze the situation and see if there can't be something reasonable in a win-win situation that could be worked out for everyone. To quickly and abruptly okay this change, when there are so many looming questions, I would certainly appreciate a little more time if that is possible.

Johnson: Thanks, Mr. Patton. Let me point out that rezonings come before the Planning Commission first and we take action on them and our action moves directly to the Council for its action and often the Council takes three readings to do rezoning, although it can be moved forward more quickly if they wish to. Rezonings are not something that move quickly through the city. I don't want to get into a debate about it. I'm merely explaining how rezonings work and that the City is usually charged with moving too slowly.

Patton: Is there a possibility of a nondecision at this evening's meeting?

Johnson: Yes. We can table items. Items can be withdrawn. We understand your position.

Patton: If you look at the number of houses that are in Clover Creek and the number of houses that are in the Meadowlark Addition, the buffer zone that is really bordering the majority of the populous neighborhood is my ten acres which pretty much has nothing on it. It's just a flat field. It's zoned R-1 and it has 14 residential lots that have not been developed and they are on a tentative plat. The front five acres, or part of that, is zoned C-2 and it's a commercial zone. I kind of feel like I'm the only voice for a large buffer zone or border that is up against the plant. I'd like you to take that into consideration as well if it has any bearing.

Johnson: Thank you. It's my understanding and Tim correct me if I'm wrong about this, it's my understanding that when Tyson bought this plant 16 years ago, the City certainly knew about the proposed sale of the plant to Tyson and I would guess that the City knew that food processing was going to take place in a portion of the facility. Tim wasn't here then. I wasn't here then and I don't know who was here then. My understanding is that the City perhaps should have at that time required Tyson to go through a rezoning but the City didn't require Tyson to go

through a rezoning and so now that it has come before you in the year 2000, you believe the rezoning is needed and thus it is before us and you can't undo what the City didn't do 16 years ago.

Conklin: Yes. You are exactly right. I have been asked that question several times. I do not know what happened in 1984. I can tell you today that when we get a building permit, we check the zoning and if it's not in the proper zone, I advise them to rezone. That is why they are here tonight.

Johnson: Mr. Patton addressed the issue of buffering. It's my understanding buffering is not an issue that comes before us in a rezoning. Buffering would only come before us for projects that have to go through a large scale development situation. This is merely rezoning and that's not a time at which the Commission even has the power if it wanted to talk about buffering.

Conklin: You are correct.

Rick McKinney, residing at 609 N. Olive, was present.

McKinney: I have an office across the street from Tyson. It's intriguing how these things happen. I think that probably Shakespeare was so glad to have the plant sold and move on that a lot of this probably got overlooked. When I looked through some of the paperwork which I have received from different people in the neighborhood and I look at the basic description between I-1 and I-2, immediately that concerns me being right across the street and normally I am down wind. The prevailing winds come from the west most often. This winter it was from the south. My first question is what amount of ammonia does this plant handle and contain at any one time?

Johnson: Mr. McKinney, this is not a forum for debate between the applicant and yourself or this Commission. You may make your presentation to this Commission and we will pick up on the questions.

McKinney: It is not a matter of debate. It is a matter of knowledge. If they are intending on expanding the ammonia storage at this facility, I think I have a right to know that.

Johnson: You have a right to tell us what your concerns are and then once you have addressed those, then your role in this meeting is complete.

McKinney: I am concerned about the ammonia at any plant whether it's here or in Rogers or anywhere else. It is a hazardous substance. It is lethal if exposed in the wrong way. That was the intent of my question. They may not be expanding their ammonia capacity in this expansion of this plant at all which could have been resolved quickly with the matter of answering the

question. They have been a good neighbor. I have very little to complain about Tyson being across the street from me. I would point out that I have noticed a more audible, high pitched noise which comes from the plant. It's very intermittent. It's not a daily occurrence. It's something that does penetrate the closed windows and doors of my office when they are that way. The way that this building was built that I bought, the windows do not open. 99% of the time, my environment is controlled but the sound permeates through the building. I recognize the fact that their freezers have large fans. I'm not addressing that noise. That is an anticipated noise and it's a lower noise than what the new one is. It's my understanding that they do not have a building permit for this expansion, yet construction has been going on at the plant at least in the front area of the pink shaded area that I can view directly out the front door or my office. Large equipment has been delivered. I believe another white cylindrical tank has been erected in the pink area or adjacent to the building. In looking at the I-1 and I-2 descriptions, the light industrial district is designed to group together a wide range of industrial uses which do not produce objectionable environmental influence in operation and appearance. I would say Tyson fits well within this description. The I-2, general industrial district is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environment nuisances which are objectionable to residential and business use. I guarantee you that if it is objectionable and a substantial environmental matter, I am not going to be in agreement with it. So far, I have not been exposed to this. I'm sure they work with ammonia at this plant. Apparently, they have very good safety features for it. I have never even detected a smell of ammonia in the air. However, some times they burn the tortillas. That is not objectionable but it is noticeable. I would also encourage you to take a little bit of time to let the neighbors off of Cato Springs which back up to this property to let them give some input if they don't realize this expansion is going on. I received my notice through regular mail. It was not certified. I'm not sure how many people actually open every piece of mail they get. I do show an interest in that area and I also believe that type of change between I-1 and I-2 should come registered to a property owner that is within the radius that you mail these things to. I would encourage you to table this for further question and answer time where I can talk to these guys without being sanctioned for trying to get an answer out of them and have them go into further discussion or explanation of the amount of ammonia, if they are adding any and how much they are adding and how they intend to handle it as well as what they intend to do about odor containment on their additional processing. Thank you for your time.

Johnson: Thanks, Mr. McKinney.

Further Commission Discussion

Johnson: Mr. Schaffer, will you do anything in this expansion that you are not presently doing? Will you do anything different other than the same kinds of things you are already doing?

Shaffer: No. We'll be doing exactly the same thing. The product mix from time to time may change. Whether it's a rice bowl with chicken in it or a rice bowl with beef. Unfortunately, we do have to put some other proteins in these products from time to time. No, we will not be doing anything substantially different from what we are doing there. To address Mr. McKinney's concerns about ammonia. We do use ammonia in our freezer systems at this facility. We will be increasing this system but I can't tell you how much. It's not a dramatic increase. The City does not regulate that but it is very heavily regulated by other government agencies and as Mr. McKinney pointed out, we have never had an incident there. He's never smelled ammonia. It has not been a problem in the past and we would certainly hope that it never would be in the future. We take it very seriously and have professional people trained that work with it constantly to see that we don't have a problem.

Johnson: We're glad that you try to deal with the safety issues relating to ammonia and we are equally as glad that we don't have to regulate it.

Marr: Mr. Shaffer, this expansion is related to the rice product. Is that currently being manufactured in the facility?

Shaffer: It is.

Marr: Are you aware of any complaints relative to smell or anything of that nature at this point associated with that product?

Shaffer: No. As far as I know, we have not had any odor complaints from this facility at all.

Marr: Thank you.

Estes: The request is that this property be rezoned I-2, General Industrial. Our General Plan 2020 designates this site as industrial. The staff has made the findings that rezoning this property to I-2, General Industrial is consistent with the land use plan.

MOTION

Commissioner Estes made a motion to approve RZ00-8 and forward the requested rezoning on to our City Council.

Commissioner Odom seconded the motion.

Johnson: I have the motion by Commissioner Estes and the second by Commissioner Odom that we approve RZ00-8. Is there discussion of the motion to approve the rezoning?

Odom: I would be much more in favor of doing a table to talk about certain issues if I didn't know and understand that this is going before the Council and they will visit it in detail and there will be several other opportunities for public comment and discussion at that time.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 7-0-0.

COUNCIL ON AGING, Inc.

Community Adult Center
Adult Day Services
Elderly Services &
Nutrition Program
(501) 582-1604

February 28, 2000

Mayor Fred Hanna
City of Fayetteville
Fayetteville, Arkansas

Dear Mayor Hanna:

With your support and guidance, the Council On Aging has been pursuing with the City Council a proposal to assess a two mil tax for one year to raise the balance of funds necessary to build a new Community Senior Center for Fayetteville.

Thank you for your support and guidance.

Many different proposals and dollar amounts have been raised and it seems the issue has become clouded. This letter is to confirm with you exactly the proposal the Council On Aging wishes to pursue and to offer explanations for the amounts we are seeking.

First, the Council On Aging has had planned for seven years a complex at Walker Park that includes a Senior Community Center, an Adult DayCare Facility, and new office spaces for the Council On Aging.

Second, our request to the City Council is for the Senior Community Center only. The balance of the project will be built in phases and with sources of funding other than City of Fayetteville.

Third, the Senior Community Center comprises 19,609 gross square feet. The estimated cost for the project according to John Thiele, construction estimator, is $2,100,000. To date, the Council On Aging has raised $1.2 million dollars for the project. The sources of this money are: $350,000 from the Area Agency on Aging of which $120,000 has been spent on architect fees and expenses; $350,000 from community development block grant; and $500,000 in dedicated HMR tax proceeds.

We are asking the City to help us build this Senior Community Center as it has been designed. A committee appointed by the City selected the architect. The architect

worked closely with us to determine the needs of our community and to design a building that addressed the potential of seniors.

We cannot afford to build a warehouse for our seniors. They deserve and demand much better.

The Council On Aging is asking the City Council to vote on the millage proposal based on construction estimates. If the millage passes, we will be insured of receiving competitive bids for construction from more than one source. The Council on Aging pledges to work with the City on the bids.

I hope that this will help to clarify questions you or your staff may have. I have enjoyed working with the City staff and anticipate a positive strong future working relationship.

Again, thank you for interest and support.

Sincerely,

Betty

Betty Turner
Executive Director

Daryl S. Rantis
Architects, P.A.
380 West Rock Street
Fayetteville, Arkansas 72701
(501)443-9112

Square footage breakdown for
Wax Haws Adult Community Center
Located at walker park

The following was projected using the AIA standards for calculating allowable square footage.

Spaces that are counted as 100%	Actual Sqft	AIA Allowed
Conditioned activity and support spaces	10,278	10,278
Mechanical Storage, Basement	3132	5,152
Kiln	159	159
Total Conditioned	13,569	13,569
Spaces that are counted at75%		
Covered Deck Area	2,844	2,133
Total Covered exterior space	2,844	2,133
Spaces that are counted as 50%		
Open terrace, Deck and paved pedestrian Areas	6,788	3,394
Mechanical Penthouse	1,026	513
Total Open space	7,814	3,907
Total Sq.Ft.	21,667	19,609

$/Sq.Ft. =
$2,100,000 ($2,500,000 - $200,000 budgeted for parking and sidewalks to building.)
/19609Sqft = $107/Sqft

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn T. Warrick, Associate Planner
THRU: Tim Conklin, City Planner
DATE: February 14, 2000

RZ 00-4.00: Rezoning (Lake Hills Church, pp 255) was submitted by Joseph S. Rogers of The Benham Group on behalf of Lake Hills Church for property located on Hwy 265, south of Williams Dance Studio. The property is zoned A-1, Agricultural and contains approximately 3.58 acres. The request is to rezone to P-1, Institutional.

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: **Required** **YES**
O Approved **O Denied**

Date: **February 14, 2000**

CITY COUNCIL ACTION: **Required** **YES**
O Approved **O Denied**

Date: _____

Comments: _____

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BACKGROUND:

A conditional use permit was approved by Planning Commission on April 26, 1999 for a church on this A-1 property. At this time, the applicant is requesting that the property be rezoned to P-1, Institutional so the use of the property as a church campus would be allowable by right. This would eliminate the need for the previously approved conditional use.

This 3.58 acre tract is currently undeveloped. Surrounding land uses include single family homes, vacant property and the Williams Dance and Gymnastics facility. Uses permitted by right within the P-1, Institutional zoning district, such as cultural and recreational facilities are compatible with the area.

SURROUNDING LAND USE AND ZONING

North:	Williams Dance and Gymnastics (R-O)
South:	Vacant (A-1)
East:	Brookbury Subdivision, Single family homes (R-1)
West:	Single family homes (A-1)

INFRASTRUCTURE:

Streets: Crossover Road (Hwy 265) runs along the west property line providing access to this property. Crossover Rd. is classified as a principle arterial on the Master Street Plan with a total right of way of 110' necessary (55' from centerline).

Water: 12" line along Crossover Rd.

Sewer: 18" force main along the far east property line (western side of Brookbury subdivision)

LAND USE PLAN: General Plan 2020 designates this site Residential. Rezoning this property to P-1, Institutional, is consistent with the land use plan and compatible with surrounding land uses in the area.

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) designates this area as residential. The zoning of P-1, Institutional, 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 is justified 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 will not create or appreciably increase traffic danger and congestion. The traffic signal at the intersection of Crossover Rd. and Skillern to the north allows for some breaks in traffic for turning movements. Crossover is classified as a principle arterial on the City's Master Street Plan and is projected to carry 17,600 vehicles per day once it is improved to meet the street standard for a principle arterial.**

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

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

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

§161.19 DISTRICT P-1 INSTITUTIONAL.

A. Purpose. The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 4	Cultural and Recreational Facilities

2. Uses Permissible on Appeal to the Planning Commission,

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 10	Multi-Family Dwelling - High Density

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

From Street ROW	30 ft.
From Street ROW if Parking is Allowed between the ROW and the Building	50 ft.
From Side Property Line	20 ft.
From Side Property Line When Contiguous to a Residential District	25 ft.
From Back Property Line	25ft.
From Center Line of Public Alley	10 ft.

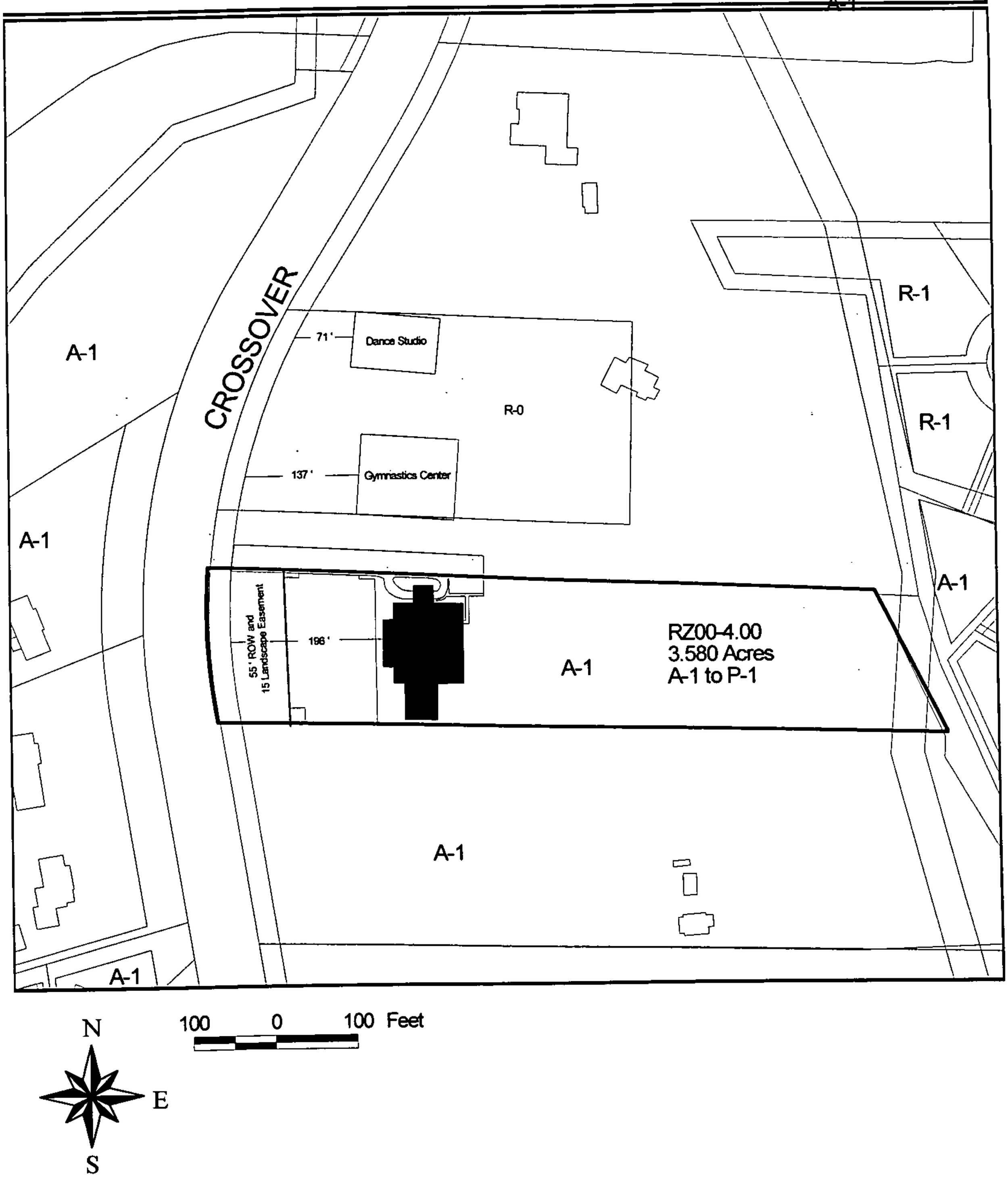
D. Height Regulations. There shall be no maximum height limits in P-1 District, provided, however, that any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

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

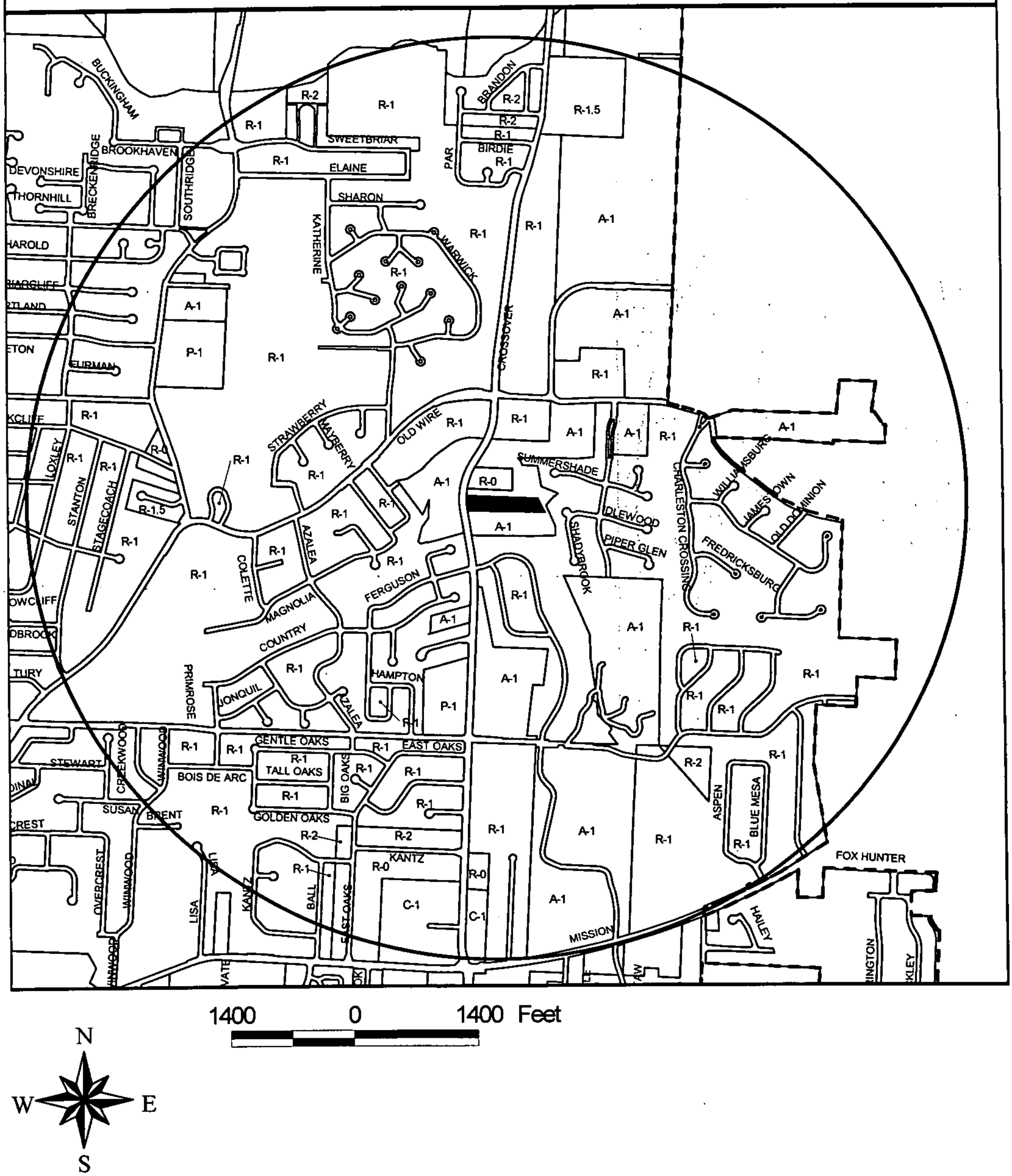
(Code 1991, §160.042; Code 1965, App. A, Art. 5(XI); Ord. No. 1747, 6-29-89; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80)

RZ00-4.00 - Lake Hills Church - Close Up

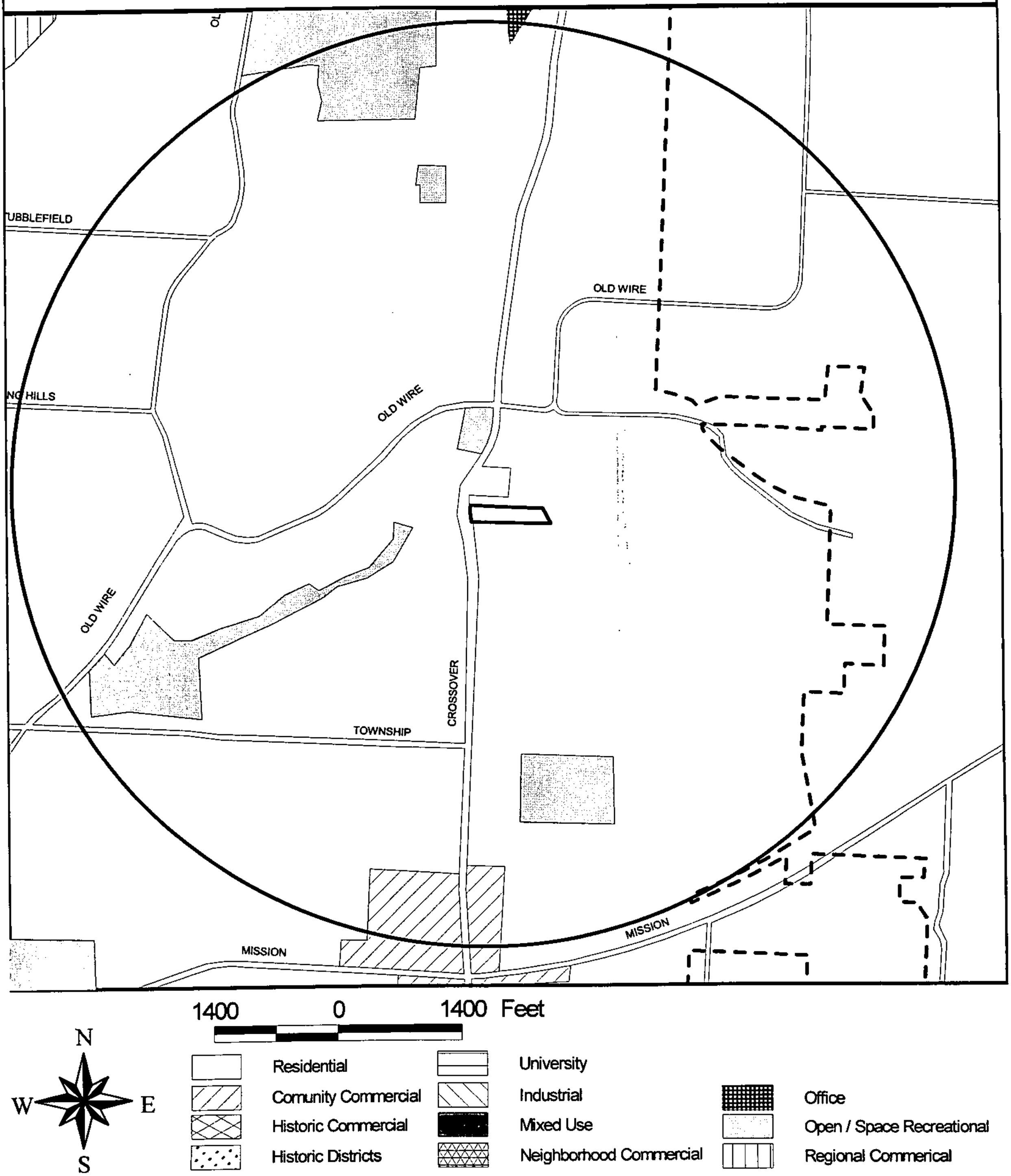
A-1



RZ00-4.00 - Lake HIlls Church- One Mile Radius



RZ00-4.00 - Lake HIlls Church- 2020 Plan



RZ00-4: REZONING
LAKE HILLS CHURCH, PP255

This item was submitted by Joseph S. Rogers of The Benham Group on behalf of Lake Hills Church for property located on Hwy 265, south of Williams Dance Studio. The property is zoned A-1, Agricultural and contains approximately 3.58 acres. The request is to rezone to P-1, Institutional.

Joe Rogers and Jon Allen were present on behalf of the request.

Staff Recommendation

Staff recommends approval of the requested rezoning based on the findings included as a part of the report.

Commission Discussion

Johnson: The next item on our agenda is a rezoning. This is immediately south of Williams Dance Studio. You'll recall, Commissioners, that this item was before us last year for a conditional use which was approved but the applicant now prefers a rezoning. The adjacent uses other than the dance studio include A-1 property to the south and west. There is Brookbury Subdivision with single family homes to the east. Tim, do you have additional information for us on this proposed rezoning.

Conklin: The applicant did approach the City and ask what zoning would be appropriate for a church. P-1 zoning does allow a church as a use by right. Last April, the Planning Commission did approve a conditional use for a church on this property. We did limit that conditional use to a certain size and location. They have now requested this P-1 zoning which would allow the church as a use by right. That's all staff has at this time.

Johnson: Initial questions that the Commissioners have of the staff or applicant?

Hoffman: I remember there was some office proposal from the last go round. Is that still a part of this proposal?

Conklin: Last April, we did have a rezoning request for R-O zoning that was withdrawn by the applicant. If there are any offices, they will be church related.

Hoffman: Thank you very much.

Bunch: Would P-1 zoning allow a school?

Conklin: P-1 zoning does allow child care center, schools, art galleries, libraries, museums, and all cultural and recreational type facilities.

Johnson: Those uses are found on page 4.4 of our packet. Other questions initially? The applicant is here. Do you have any presentation or are you here for our questions?

Rogers: I'm Joe Rogers with The Benham Group and I'm really just here for questions.

Johnson: All right. Anything before I turn to the public?

Public Comment

James Renby, residing at 2870 Crossover Road, was present.

Renby: I'll be as brief as I can. I also want to be clear. One thing I want to clear up is something that was perhaps misunderstood the last time this came before the Commission. The area surrounding the property in question is zoned A-1. It is all agricultural. However, in the context of the City's vernacular, it is also a residential district. By that I mean that the properties surrounding the property in question are all lived in by individuals with the exception of the Williams Center. The Williams Center itself is only one half of one of the boundaries of the property in question. To the south is the Tu family's property with a house on it. To the west are the properties on the other side of Crossover Road which are houses that can be seen as you drive by. My property is on the north side to the east and to the east of us is the Brookbury Subdivision. We're dealing with a residential area even though it's zoned A-1. The only property that does not have a structure on it now is the property in question. The second thing that I would like to talk about is the word "church." What are we talking about? One of the things under P-1 zoning is build a church by right. They can build other things as well. We'll talk about them in a minute. In April, a rezoning was requested for residential office which was defeated. They were given A-1 zoning with a conditional use for a church. They can build a church now. What they have done is gone back to the architects, recast the plans to fit something that was not within the conditional use. They are not only coming before this body for rezoning, they are also before the Board of Adjustments seeking adjustments in terms of setbacks and that kind of thing. In their own words, the land is not suitable for the structure that they want to put on it. If the zoning is changed, the City is going to give up control dictating the size of what is put on the property. In P-1 zoning, they can cover up to 60% of the land area. There is no longer control over the size of the structure they have built. There is no longer control over the siting of the structure that is built. There were other standard conditions including the natural woods area behind the studio which protects certain residents including the people in Brookbury. You alluded to some of the things that could go into the property if the church fails. I want to talk about two things for just a time. The time line and the future and the present. This is by right. This is not by application for conditional use. By right, they can build an art gallery, library,

museum, child care center or nursery school. When the Williams Center inquired about that very use, they were told that it was not appropriate for the area. Stand alone church, college or university. That may sound a little strange but Remington College, now Webster University, is an installation like that which could go into the property. A dormitory could go on the property. We could have borders at the university. An auditorium or stadium. Community center. Detention home. Golf course. That sounds a little silly but if you throw the word miniature in front of it, we could have a miniature golf course there. Hospital. Park. Play field and playground. Gulley Park is near by and I enjoy recreation and playgrounds and play fields but not in a residential district where we have one right across the street. A private club or lodge could go in there. Lord knows what that means. Riding stables. A school. Swimming pool. Tennis courts. Zoo. That's what could go in the future if the church were to fail. In passing the P-1 zoning, the church could do anyone of these things now. The minute you vote P-1 in there, they could do any one of these things by right as soon as it is approved by the City Council. Remember this is the church that wanted rental income property space included in the R-O proposal. Voting P-1 gives them the right to do this now without any future review by the city. There is no control except the city wide restrictions. What Lake Hills is asking the neighbors and the city to do is bear the risk of their project. The pastor has told us that he has come here from California. He sold his church in California. He has come here and purchased or obtained this property without the zoning for the church. Now, he's seeking to get zoning for a church which he has conditional use approval to build. He was given approval for the church last April. I'm fearing that what we're trying to do is shoe horn another project into that piece of property that was obtained for the church. I strongly and vehemently am against giving up control and the protection of this property through P-1 zoning. This is a conditional use that belongs conditional use. Thank you.

Johnson: Are there others in the audience that would address us on this issue?

Amy Tu, one of the adjoining property owners to the south, was present.

Tu: Just for a short description and to add onto to what Mr. Renby said, there are 3.85 acres and it's about 100 to 180 feet wide. What we're talking about is piece of property that is natural and undeveloped right now. However, there is a concern for control and controlled, planned development. On April 26, 1999, when the conditional use was granted to the applicant, the three concerns that Tim Conklin had were the size of the church, the location of the church, the shared parking with the Williams Center as well as the preservation of the aesthetic nature of the land. If this P-1 is given then you are losing the ability to have planned development of this development. Currently, along Hwy 265, you have a considerable amount of development occurring. Candlewood Addition sits on the south side of our property. You have the Brookbury and the Savannah areas to the east. To the north is the Renby's property. I think what we're looking at is an ability to plan and control the development of the property to the north of us. As Mr. Renby stated, P-1 is divided into two categories of uses. The first one is uses by right which

is agricultural and essential services. It is also allows cultural and recreation facilities. As Mr. Renby said, art galleries, child care, nursery school, church, college, private club, lodges, and schools. These are all concerns from a present stand point but also a future stand point. If the concerns raised by Mr. Conklin were size, location, and shared parking in the April, 1999 meeting these should still remain concerns of the city. Therefore, if the P-1 is granted and you have cultural and recreation facilities that are allowable on this property at the current time, those particular concerns raised by Mr. Conklin are basically nullified and negated. As an adjacent landowner, I want to make the following points which are fundamental to the character of this property and this application in question. Number one, the church has the ability currently to build its church. April 26, 1999, a 10,300 square foot church was allowed on the property according to the size and specifications that were given to Mr. Conklin and were approved by the Commission. Number two, the land is narrow. It's 3.85 acres. You're putting a large scale development on this property. Therefore, you should have a concern about exercising some control over development of this property presently and also in the future. Thirdly, as for the granting of the P-1 in the present, we are concerned about where the church is located, how it rests on the property and also the shared parking. Obviously, if you have a nursery school or a child care center, you're going to have an increased traffic flow which will be of concern to the adjacent landowners. In the future, it's hard to tell what will happen to the church. Whether they fail because financial instability or a sale of the property because the church's congregation has increased and they need to look for more property this is certainly of concern. Therefore, future landowners will be able to use this for a large variety of uses under P-1. My family and I have owned that property for over 20 years. We are unclear as to what we will do with the property given the fact that there is development on the south side with Candlewood and the fact that there is potential development on the north side with the church. We are concerned about the planned development of Fayetteville and we are in opposition and cannot support the application that is currently at the Planning Commission's table.

Further Discussion

Allen: My name is Jon Allen and I am the pastor of the church. To be brief, this property is owned by Lake Hills Church. It is not owned by me despite what Mr. Renby said. I didn't own the church in California and neither did I sell it. We were not defeated for R-O. We withdrew our request. At that time, we were asked to speak with the planner and seek a rezoning accommodation that would work with the Planning Division and come back here. That's what we did. As I understand the application here from the Planning Division, all of the conditions have been met and there are certainly no objections from them. I emotionally disagree with all this reference about the church failing. This church has grown and we have every intention to make use of that land for a church facility and we're not going to put a prison or a library or whatever else. We have come back with this at your behest from the last time we were here to try and work an accommodation that will meet our needs. This was recommended by the Planning Division. I think there were six, seven, or eight conditions that came in the report to

you as staff's recommendation. I certainly would like to see this pass so we can get on with our building and not be delayed any further.

Johnson: Thanks, Mr. Allen.

Estes: This is a rezoning request. Staff recommends approval based on the findings included in their report. Our decision is advisory only to the City Council.

MOTION

Commissioner Estes made a motion to approve RZ00-4.

Commissioner Ward seconded.

Johnson: We have the motion by Commissioner Estes and the second by Commissioner Ward that we approve rezoning 00-4. Is there discussion?

Hoffman: I will vote against the motion for similar reasons as the last time. When the church applied for the R-O zoning, we had considerable discussion about leaving basically the back half of the property in a more appropriate zoning buffer to the adjoining residential uses. Therefore, I cannot support a motion to rezone the entire tract of land P-1. I would be more than willing to consider rezoning approximately one-half of it to accommodate the church and go with a more conducive buffer situation in the rear.

Hoover: I am in agreement with Commissioner Hoffman. I'm sorry I missed agenda but I have a question for staff. I don't understand why they are coming back for the rezoning. Is the building larger than it was when we gave the conditional use? Is that reason or have I missed something?

Conklin: The applicant approached staff and asked what zoning would be appropriate for a church as a use by right. P-1 zoning allows a church as a use by right. We have other churches and schools zoned P-1 in this community. With regard to the conditional use, it was approved with a 10,300 square foot church and that was what was submitted to staff by the applicant. Sure, the Commission could amend that condition to allow for a larger church if they wanted to in the future and the applicant has been made aware of that also.

Hoover: So that is an option. Thank you.

Johnson: You'll recall that on rezonings, the action of the Commission is merely a recommendation to the Council. However, for this to go forward automatically to the Council the action must get five positive votes.

Marr: I feel that we have, based on some of the things that we heard tonight, more control on the types of uses in the future. As we voted earlier this evening about ballroom dancing versus any dancing, I think a conditional use gives us more control to determine what is on the property. Therefore, I would not support the rezoning.

Shackelford: If this rezoning is not approved, the conditional use is still in effect. Is that correct?

Conklin: They have had approval since last April to build a church.

Shackelford: What you're saying is that the conditional use in effect will not allow them to build what they are wanting to build right now.

Conklin: That is correct. They would have to come back. We've carried the large scale development with a conditional use together when they've come through the process and approved them at the same time. That's how we have handled other churches. That way when they change square footage or the parking areas, we can handle those at the same time.

Shackelford: So, in affect we could have them come back with an amendment for the additional square footage and consider the LSD at the same time.

Conklin: That is correct.

Marr: Was there any investigation of that option outside of this request? Any discussion on doing it that way versus a rezoning?

Conklin: Just recently in the past couple of weeks, I have met with Mr. Allen and informed him of what options are available for him to get his church built at this location.

Ward: I would be persuaded to vote P-1 for the first 300 feet and leave the balance of that which is basically woods as A-1. The whole thing is zoned A-1 now.

Estes: There would have to be consideration given to the footprint of the building and parking if Commissioner Ward's suggestion were done. We would have to have considerable input from the applicant regarding the footprint of the building and parking. That would be my concern.

Ward: My understanding is that the church is going to try to save all the trees and keep the buffer back there. That would be good for everyone. It looks to me like from what we have on the drawings, the church lines up with the gymnastics center. 300 feet deep would be more than enough to take care of parking and build the church meeting the setbacks.

Johnson: If a church is built on this site, does it have to come back before the Commission as an LSD?

Conklin: Yes, it would come back before the Commission as a large scale development.

Johnson: Lee, I don't think that your second to the motion binds you to the vote. We have before us to approve rezoning 00-4.

Roll Call

Upon roll call, the motion failed with a vote of 2-6-0. Commissioners Bunch, Hoffman, Hoover, Marr, Shackelford, and Ward voted against the motion.

Johnson: The action of this Commission can be appealed. It will not automatically go before the Council.

Conklin: The applicant would have to appeal within ten days of this action.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
FAYETTEVILLE CITY COUNCIL
MARCH 7, 2000

A meeting of the Fayetteville City Council will be held on March 7, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

- **LIBRARY PRESENTATION** (Presentation at Agenda Session Only)

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the February 15, 2000 City Council minutes.

2. **MANHOLE REHABILITATION:** A resolution approving a construction contract with Kim Construction, Inc. for sanitary sewer manhole rehabilitation, Illinois Basin 6-9 and 16, and White River Minisystem 9A, in the amount of $937,705, and approve a 5% contingency of $46,885.

3. **AIRPORT CIP PROJECTS:** A resolution approving a contract with McClelland Consulting Engineers, Inc. for engineering services for the Capital Improvement Program projects at the Airport for the term of one year extendable by contract amendment not to exceed three years.

4. **AIRPORT CAPITAL IMPROVEMENT:** A resolution approving Task Order #1 to the contract with McClelland Consulting Engineers, Inc. for engineering services for the CIP projects at the Airport. The amount of the Task Order #1 is not-to-exceed $71,283.00 and will cover the scope of the design and oversight of the construction of the access drive on the east side of the airport.

5. **PARK'S BUDGET ADJUSTMENT:** A resolution approving a budget adjustment in the amount of $106,121 to realign the Park's Divisions expenditures.

B. OLD BUSINESS

No Old Business

113 WEST MOUNTAIN 72701 501 521-7700
FAX 501 575-8257

C. NEW BUSINESS

1. **WATER/SEWER EASEMENT:** An ordinance vacating a 50 ft. wide water easement, filed in Washington County in 1973 (Book 856 at Page 720). Sewer line is not located within easement area and new easements have been acquired for the proper location of the lines.

2. **6th STREET IMPROVEMENT:** An ordinance authorizing the City Attorney to seek court ordered possession of land, permanent drainage easement area and temporary construction easement area from part of Lots 5 and 6, Block 10, Ferguson's Addition, being a part of property owned by Estate of Lonnie and Hazel Shook for the extension of 6th Street and Hwy 71B intersection improvement.

3. **SENIOR COMMUNITY CENTER:** Discussion on the construction of the Senior Center.

4. **CHILDREN'S HOUSE/SAGE HOUSE:** Discussion on a potential land lease for the construction of Children's House.

5. **BOTANICAL GARDEN:** An ordinance approving an agreement for professional services with Portoco Group for the feasibility study of the Botanical Garden Society of the Ozarks, Inc. as part of the matching grant program award from the Arkansas Department of Parks and Tourism. The contract amount is $21,895.40. A bid waiver is requested. Approval of a budget adjustment recognizing the grant funding and city match is also requested.

6. **RZ 99-34:** An ordinance approving rezoning request RZ 99-34 submitted by Daniel Broyles on behalf of Robert Norman, Kyle Pendergraft, and Rick Barnes for property located at 1633 E. Zion Road. The property is zoned A-1, Agricultural and contains approximately 0.76 acres. The request is to rezone the property to R-2, Medium Density Residential.

7. **RZ 00-2:** An ordinance approving rezoning request RZ 00-2 submitted by Bill Keating of Keating Enterprises Inc. for property located at Lots 1 and 2 Sunbridge East. The property is zoned R-O, Residential Office and contains approximately 2.89 acres. The request is to rezone to C-1, Neighborhood Commercial.

8. **RZA 00-1:** An ordinance approving annexation request RZA 00-1.00 submitted by Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is in the planning growth area and contains approximately 15 acres. The request is to annex subject property into the City of Fayetteville.

9. **RZ 00-3:** An ordinance approving rezoning request RZ 00-3 submitted by Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is zoned A-1, Agricultural and contains approximately 15 acres. The request is to rezone to R-1, Low Density Residential.

10. **RZ 00-8:** An ordinance approving rezoning request RZ 00-8 submitted by R. Read Hudson on behalf of Tyson Foods for property located at 2647 S. School Ave. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 53.38 acres. The request is to rezone to I-2, General Industrial.

11. **RZ 00-9:** An ordinance approving rezoning request RZ 00-9 submitted by Charles Venable on behalf of the City of Fayetteville for property located at the southwest corner of Razorback Road and Cato Springs. The property is zoned R-2, Medium Density Residential and contains approximately 19.47 acres. The request is to rezone to I-1, Heavy Commercial/Light Industrial.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
FAYETTEVILLE CITY COUNCIL
MARCH 7, 2000

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STAFF REVIEW FORM

XXX AGENDA REQUEST
XXX CONTRACT REVIEW
_____ GRANT REVIEW

For the City Council meeting of: March 7, 2000

FROM:

David Jurgens	Water/Sewer	Public Works
Name	Division	Department

ACTION REQUIRED: Mayor approve the attached construction contract with Kim Construction, Inc., for Sanitary Sewer Manhole Rehabilition, Illinois Basin 6-9 and 16, and White River Minisystem 9A, in the amount of $937,705, and approve a 5% contingency of $46,885.

COST TO CITY:

$ 984,590	$1,553,000	Sewer Rehabilitation
Cost of this request	Project Budget	Project Name
5400-5700-5815.00	$ 0	Sewer Mains Const
Account Number	Funds used to date	Program Name
96012-8420	$1,553,000	Water and Sewer
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XXX Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**_____

Emma Lakey for Marilyn Cramer 2/15/00
Accounting Manager Date

ADA Coordinator Date

2/16/00
City Attorney Date

Yolanda Fields 2-15-00
Internal Auditor Date

P Vice PR 2-17-00
Purchasing Officer Date

STAFF RECOMMENDATION: Approve change orders as stated above.

2/14/00
Division Head Date

Cross Reference:

2-18-00
Department Director Date

New Item: Yes ~~No~~

2-18-00
Administrative Services Director Date

Previous Ord/Res #:_____

2/18/00
Mayor Date

Orig Contract Date: _____

DJ\\REHAB-SW\BAS16301.WPD

Description: Construction contract, sewer rehabilitation, Kim Construction .

Comments: Reference Comments:

Budget Coordinator:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville Mayor and City Council

Thru: Charlie Venable, Public Works Director

Thru: Don Bunn, Assistant Public Works Director

From: David Jurgens, Water/Sewer

Date: February 9, 2000

Subject: Agenda Request- March 7 Council Meeting, Construction Contract, Illinois River Basin 16 and the Hyland Park Area Sewer Manhole Rehabilitation, Kim Construction, Inc

1. Background. The sewer system which flows to the Old Wire Road lift station (at the intersection of Old Wire and Highway 265) requires significant rehabilitation in order to reduce inflow and infiltration in the sewer system and thus eliminate the overflow at the Old Wire Road lift station. This project is designed to reduce the extraneous I/I and upgrade the system's capacity so that it can carry the required volume of water. The area to be rehabilitated is all of those areas tributary by gravity to the Old Wire lift station, including the hill behind Root School (Illinois River Basin 16), and the Hyland Park area, all shown on the attached map. Under very heavy rains, we experience recurring overflows at five manholes and one pump station in this area.

2. Project Description. This is the first of three sewer rehabilitation construction projects in this area, and involves manholes only. The later projects will bid later this year, and will involve sewer line replacement and repair. The work on this project consists of rehabilitating 702 manhole covers and frames, interior coating approximately 150 manholes, sealing 741 manhole frames and grade adjustments, and removal and replacement of 26 manholes.

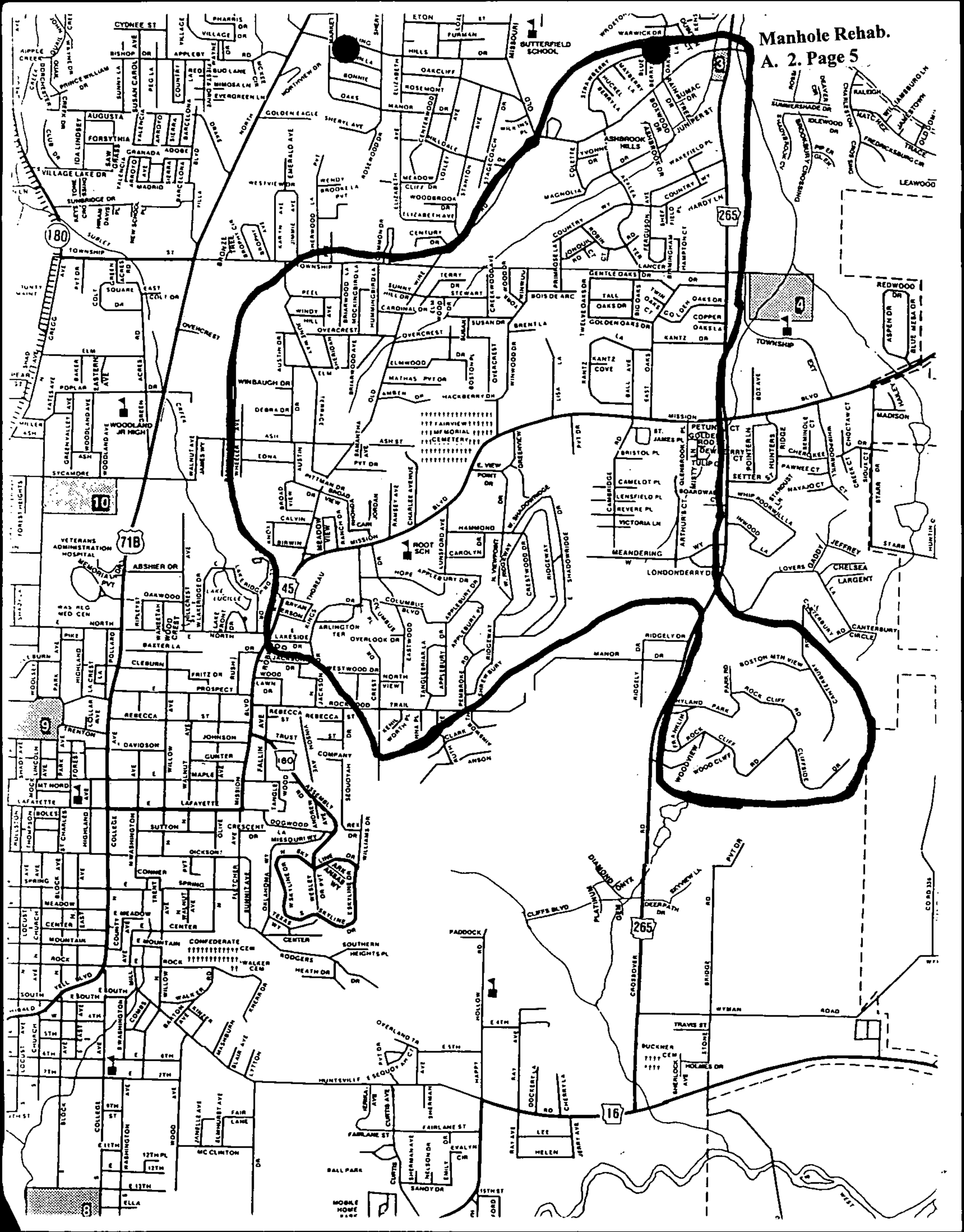
3. Bid. Bids were opened on February 1. Three bids were received, but only the bid from Kim Construction was opened. The other bids, from F. D. Shay and Enviro Remediation, were unopened as they did not state their Arkansas State Contractor's license on the outside of the envelope. Although Kim's was the only responsive bid, theirs is a very good bid and they are a very good firm which has completed several very successful projects for us in the past. The bid is 1% above the engineer's estimate of $924,800for this project. The engineer has recommended we award this contract.

4. Budgeting. The sewer rehabilitation project is in the 2000 Capital Improvements Plan (page 153) and is funded by Water and Sewer funds. Budget details are identified on the attached agenda request.

5. Staff Recommendation. The Staff recommends award of the construction contract to Kim Construction, Inc., in the amount of $937,705, and approve a 5% contingency of $46,885, for a total cost of $984,590.

Enclosures:
Project Area Map
Engineer's Recommendation Letter
Proposed Contract

Manhole Rehab.
A. 2. Page 5



RJN GROUP, INC.
Engineering and Information Technology Services
An Employee-Owned Firm

February 7, 2000

Mr. David Jurgens
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Subject: Sanitary Sewer Manhole Rehabilitation
Illinois River Watershed Basins 6, 7, 8, 9, 16 and
White River Watershed Mini System 9A

Dear Mr. Jurgens:

Bids for the subject project were received on February 1, 2000. Bids were received from one qualified bidder as follows:

Bidder	Bid Amount
Kim Construction Co., Inc.	$937,705.00

A copy of the bid tabulation is enclosed.

Additional bids were received from Enviro Remediation and F.D. Shay Contractors. However, these bids were not opened due to the Contractor's Arkansas license number missing from the outside of the bid envelope.

Kim Construction Co., Inc. is qualified to complete this work for the City of Fayetteville. We have checked references for similar work completed by this contractor over the last two years, and found that their work has been very satisfactory.

We recommend that this contract be awarded to Kim Construction Co., Inc.. Please contact us if you have any questions.

Very truly yours,

RJN GROUP, INC.

Hugh M Kelso

Hugh M. Kelso
Regional Vice President

HMK/kb/1552

12160 Abrams Road, Suite 206 • Dallas, Texas 75243
Phone (972) 437-4300 • FAX (972) 437-2707

RJN GROUP

CITY OF FAYETTEVILLE, ARKANSAS
SANITARY SEWER MANHOLE REHABILITATION
MANHOLE REHABILITATION - BASIN I6, I7, I8, I9, I16, AND W9A

BID OPENING: FEBRUARY 1, 2000

KIM CONSTRUCTION

ITEM		QUANT	UNIT	DESCRIPTION OF ITEM	UNIT	TOTAL
				MANHOLE REHABILITATION		
1		699	EA	Replace Manhole Frame & Cover (Mater. Only)	150.00	$104,850.00
2		145	EA	Paved Frame & Grade Adj Sealing	650.00	$94,250.00
3		599	EA	NonPaved Frame & Grade Adj Sealing	500	$299,500.00
4		750	VF	Concrete Manhole Grade Adjustments (Mater. Only)	1	$750.00
5		10	EA	Replace Manhole Flattop	500.00	$5,000.00
6		150	VF	Pressure Grout Manhole	65	$9,750.00
7		295	EA	Interior Manhole Coating	540	$159,300.00
8		37	EA	Interior Manhole Coating with Epoxy Based Material	1,200	$44,400.00
9		320	EA	Pressure Grout Pipe Seals & Lower 18" of Manhole	235	$75,200.00
10		21	EA	48" Diameter Standard Sanitary Manhole 4'-6' Deep	3,000	$63,000.00
11		14	VF	48" Diameter Standard Sanitary Manhole Additional Depth	300	$4,200.00
12		6	EA	Shallow Manhole Replacement <4' Deep	2,500	$15,000.00
13		24	VF	Partial Manhole Replacement	400	$9,600.00
14		30	EA	Replace Manhole Bench & Trough	400	$12,000.00
15		240	LF	Trench Safety System	10	$2,400.00
16		1	LS	Video Documentation	1,500.00	$1,500.00
17		8	EA	Install Bolts for Bolt Down Covers (Per EA Cover)	10	$80.00
18		4	CY	Trench Foundation Material	50.00	$200.00
19		375	EA	Furnish & Install Watertight Insert	40.00	$15,000.00
20		100	LF	Add Pipe 6" to 15" Comp/ Paved & NonPaved	200.00	$20,000.00
21		11	EA	Backfill Density Testing	75	$825.00
22		6	CY	Rock Excavation	150	$900.00
						$937,705.00

TOTAL **$937,705.00**

ENGINEER'S OPINION OF PROBABLE COST : $1,140,754

BY: _____
Hugh M. Kelso, Regional Vice President

Manhole Rehab.
A. 2. Page 8

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.: 00-60
Date: 2/18/00
P.O. Number:
Expected Delivery Date:

Vendor #: 3956
Vendor Name: Kim Construction Inc
Mail: Yes ___ No ___
Address:
FOB Point:
Taxable: Yes ___ No ___
City:
State:
Zip:
Ship To Code:
Division Head Approval:
Requester: Paul Mitchell
*Requester's Employee#: 206
Extension: 387

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
	Manhole Rehab. Illinois Basin 6-9 & 16	1	JOB	—	937,705	5400 5700 5815.00	96012-8420		
	White River Mini System 9A								
	SHIPPING/HANDLING								

Special Instructions:

Subtotal: 937,705
Tax:
TOTAL:

Approvals:
(for purchasing office use only)
Mayor:
Department Director:
Purchasing Manager:
Admin. Services Director:
Budget Coordinator:
Data Processing Mgr:

CITY OF FAYETTEVILLE, ARKANSAS

AGREEMENT

SANITARY SEWER MANHOLE REHABILITATION
ILLINOIS RIVER WATERSHED
BASINS 6, 7, 8, 9, 16, AND
WHITE RIVER WATERSHED
MINI SYSTEM 9A

THIS AGREEMENT, made this _____ day of _____, 2000, by and between the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called the Owner, and _____ hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Bids for all the work and improvements for the doing of all things included within the hereinafter specified **Sanitary Sewer Manhole Rehabilitation Illinois River Watershed, Basins 6, 7, 8, 9, 16, and White River Watershed, Mini System 9A.**

WHEREAS, the Owner did on the _____ day of _____, 2000 find that the Contractor was the lowest responsive, responsible Bidder for the hereinafter specified work and did award the Contractor a Contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

The Contractor agrees, at his own cost and expense, to do all the work and to furnish all the labor, materials, equipment and other property necessary to do, construct, install and complete all the works and improvements included in **Sanitary Sewer Manhole Rehabilitation, Illinois River Watershed, Basins 6, 7, 8, 9, 16, and White River Watershed, Mini System 9A.** All in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents and any addenda for said work, and to do, at his own cost and expense, all other things required of the Contractor by said Contract Documents for said work.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents are defined in the General Conditions.

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the attached contract unit prices and/or lump sum prices as full compensation for furnishing all materials and equipment for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them, also for any and all things required by the Contract Documents.

ARTICLE IV - LIQUIDATED DAMAGES OR ACTUAL DAMAGES AND EXCESS ENGINEERING COSTS

The Contractor shall, and agrees to, pay to excess engineering as described in the General Conditions.

The Contractor shall, and agrees to, pay for liquidated damages or actual damages if the Contractor fails to complete the project within the specified time in accordance with the General Conditions.

ARTICLE V - STARTING AND COMPLETION

The Contractor agrees to commence work under this Agreement within ten calendar days of receipt of written Notice to Proceed and to complete all work included in this Contract to the point of substantial completion no later than **180 Calendar Days from the date of Notice to Proceed.** The contractor further agrees to complete all work to the point of final acceptance by the Owner no later than **210 Calendar Days from the date of Notice to Proceed.**

The Contractor shall, and agrees to, furnish and deliver to the Owner, the Faithful Performance Bond, the Contractor's Labor and Material Bond, the Maintenance Bond and the insurance certificates and policies of insurance required of him by provisions of the Contract Documents, and to do, prior to starting work, all other things which are required of him by the Contract Documents as a prerequisite of starting work.

ARTICLE VI - PAYMENTS TO CONTRACTOR

The Owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do all the work, and do all other things hereinabove contained or referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the convenants herein contained.

There shall be no measurement or separate payment for any items not listed and all costs pertaining thereto shall be included in the Contract unit prices for other items listed.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in three original counterparts the day and year first above written.

(SEAL)

_____

(Contractor)

Attest: _____ By _____

Name _____ Name _____
(please type) (please type)

Title _____ Title _____

(SEAL)
CITY OF FAYETTEVILLE, AR

Attest: _____ By _____

Name _____ Name _____
(please type) (please type)

Title _____ Title _____

CITY OF FAYETTEVILLE

BID ATTENDANCE SHEET

BID NO. 2000-19

COMMODITY Sanitary Sewer Manhole Rehab

DATE: 2/1/00

TIME: 2:00 PM

	NAME	COMPANY	TITLE
1.	DAVID JURGENS	CITY OF FAYETTEVILLE	W/S MAINT SUPT
2.	Rodney Ussery	Hughes Supply	Sales
3.	Hugh Helm	RJN	manager
4.	Charlie Alison	The Morning News	
5.	Larry Vallow	Kim Const	
6.	KIM VALLOW	KIM CONST.	
7.	Zy Mastell	Strong Seal	SALES
8.	Scott MASTELL	STRONG SEAL	SALES
9.	R Williams	B City of Fay	Pur Tech
10.	Price	City of Fayetteville	Pur Mgr.
11.			
12.			

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
____ GRANT REVIEW
For the Fayetteville City Council meeting of March 7, 2000

FROM:

Dale Frederick	Airport	General GMT.
Name	Division	Department

ACTION REQUIRED: Request review and approval of a contract with McClelland Consulting Engineers, Inc. for engineering services for the Capital Improvement Program projects at the Airport for the term of one year extendable by contract amendment not to exceed three years. This contract covers the general terms and scope of projects, but not specific prices. Cost will be negotiated before each project to be engineered at the Airport, and a task order will be generated which will require staff review. All task orders in excess of $20,000.00 will require City Council approval.

COST TO CITY:

$ Unknown	$ 122,935.00	Profession Services
Cost of this Request	Category/Project Budget	Category/Project Name
5550-3960-5314.00	$ 13,432.00	Capital
Account Number	Funds used to date	Program Name
	$ 109,503.00	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager	2/11/00 Date	ADA Coordinator	Date
City Attorney	2/14/00 Date	Yolanda Fields Internal Auditor	2-11-00 Date
Purchasing Officer	2-11-00 Date		

GRANTING AGENCY: _____

STAFF RECOMMENDATION: **Airport staff recommends approval.**

Division Head	2-10-00 Date	Cross Reference
Department Director	Date	New Item: Yes No
Administrative Services Director	2-10-00 Date	Prev. Ord/Res#:
Mayor	2/14/00 Date	Orig Cont. Date:

STAFF REVIEW FORM

Description:

Meeting Date: MARCH 7, 2000

Approval of a contract with McClelland Consulting Engineers for engineering services for one year with extensions not to exceed three years.

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

FAYETTEVILLE

AIRPORT DEPARTMENT
THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor

FROM: Dale Frederick, Airport Manager

DATE: FEBRUARY 10, 2000

SUBJECT: APPROVAL OF CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS FOR AIRPORT CAPITAL IMPROVEMENT PROJECTS

As per City of Fayetteville's policy, a Professional Selection Committee met on July 27, 1999, and recommended McClelland Consulting Engineers, Inc. as the firm to provide engineering services at the Airport. The City Engineering Department has analyzed the contract and concurs that the contract does generally follow the City's required engineering contract form. The Federal Aviation Administration's (FAA) representative, Don Harris, confirmed orally that the contract appears to be in order and allows for FAA requirements.

This contract is for engineering for Capital Improvements at the Airport as described. As services are needed and before the projects are begun, the engineer will negotiate a complete and mutual understanding of the scope of the services to be provided and a cost determination. An individual task order will be generated for each project defining not to exceed costs. These task orders will require staff review and all task orders in excess of $20,000.00 will require City Council approval.

At their October 7, 1999, meeting, the Airport Board approved McClelland Consulting Engineers, Inc. as recommended by the Professional Selection Committee. This contract is for one year from the time of formal execution and extendable by contract amendment for no more than three years. The Airport Staff recommends the approval of this contract with McClelland Consulting Engineers. Inc.

Attachments: Contract Review Form
3 Original Copies of Agreement for Engineering Services

4500 SOUTH SCHOOL AVENUE, SUITE F • AIRPORT TERMINAL BUILDING • FAYETTEVILLE, AR 72701
PHONE 501-718-7640 Ext. 5 • FAX 501-718-7646

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 McClelland Consulting Engineers, Inc. with offices in Fayetteville, Arkansas, hereinafter called the "ENGINEER", is intended to endure for a minimum period of one year from the time of its formal execution, extendable by contract amendment to not more than three years.

WITNESSETH:

Whereas, the OWNER is planning to effect improvements to Drake Field, Fayetteville's municipal airport; 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 various projects 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 projects 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 PROJECTS

The services provided by the ENGINEER are anticipated to include but not necessarily be limited to studies, investigations, reports, funding applications, design services, preparation of construction drawings and specifications, bidding services, and engineering services during construction related to:

- Extension of Lancaster Drive.
- Additional T-Hangar Unit Expansion(s).
- Turf Runway.
- T-Hangar Expansion (single engine).
- Maintenance and Rehabilitation of Pavements.
- East Side Parallel Taxiway.
- Individual Hangar(s).
- High Intensity Runway Lights.
- Airfield Marking.
- Corporate Hangar(s).

These services, when requested by the OWNER, will be described in specific Task Orders

to this AGREEMENT FOR ENGINEERING SERVICES.

SECTION III – INFORMATION & SERVICES

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

SECTION IV - SERVICES TO BE FURNISHED BY THE ENGINEER

The ENGINEER will provide the preliminary study, design, construction administration, and construction inspection services necessary to complete the following tasks under this Contract.

A. Develop a schedule for each project upon the receipt of the notice to prepare a Task Order for each project.

B. Attend preliminary conferences alone or with OWNER representative, local officials, State and Federal agencies, utility companies and others regarding the proposed project, its general design, functions and impact.

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

D. Provide all field survey data from field work for designing the project and this shall be tied to the "OWNER'S" GPS control network.

E. Obtain, interpret and evaluate geotechnical data for pavement design and embankment stability.

F. Conduct preliminary design and prepare preliminary construction limits, required right of way, ownership map, perform all needed stability analyses, design of detours where needed, and preparation of maintenance of traffic plans detailing

needed signing and striping during construction, as well as for permanent application after the completion of street construction.

G. 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.

H. Furnish plans to all utility companies affected by the project and shall conduct a coordination meeting among all affected utility companies to enable them to develop utility agreements regarding any necessary utility relocations.

I. Prepare Contract Documents (Plans, Specifications, and Estimates). These documents shall be in accordance with sound engineering principles. The ENGINEER shall coordinate closely with the FAA's Airports Development Office to provide copies of the Plans and Specifications and cost estimates for review as required by the FAA. When projects are FAA-funded, detailed Specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10, or other appropriate standards approved for use by the FAA. The ENGINEER will obtain a specimen copy of the General Provisions and applicable prevailing wage rates from the FAA and the Arkansas Department of Labor for incorporation into the Specifications for the proposed project.

J. Assist the OWNER in advertising, answering bid questions, receiving of bids on the various phases of work, evaluating bids received, recommending award of bids, and award of construction contracts.

K. Establish benchmarks for elevation control and tie layout work to Fayetteville's GPS and provide centerline construction reference points/alignment at all PCs, PTs, and

at 4 POTs for the proposed roadway.

L. Provide construction administration during the construction process including attending pre-construction conferences, visiting the site at least once per month, reviewing Shop Drawings and samples, assisting with Change Orders, preparing monthly Contractor Pay Estimates, and preparing final "Record Drawings".

M. Provide construction inspection on either a full time or an as-needed basis during construction as required by each Task Order.

The projects will be designed and constructed to meet local standards in accordance with the OWNER'S adopted criteria. Street designs shall be based on Standard Specifications for Highway Construction Edition 1996 of the AHTD and latest special provisions and City of Fayetteville Specifications except that metric units will not be used. The design concept with regard to street alignment, pavement section, geometrics, detours, right-of-way, and utility relocation shall be submitted by the ENGINEER and approved by the OWNER prior to beginning design work.

SECTION V - COORDINATION WITH OWNER

As each Task Order is developed and approved the scope of engineering services and fees will be finalized. The ENGINEER shall hold conferences throughout the design of the project with representatives of the OWNER to the end that the design, as perfected, shall have full benefit of the OWNER'S knowledge and be consistent with the current policies and construction practices of the OWNER. The OWNER reserves the right to accept or reject any or all plans, 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 office.

SECTION VII - PRELIMINARY SUBMISSION

The ENGINEER shall submit three (3) sets of preliminary plans for each submittal at 35%, 65%, and 95%, and meet with the OWNER'S staff following each submittal.

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. The originals of all drawings, specifications and contract documents. All design drawings on magnetic media shall be submitted on disks compatible with AutoCAD Release 14 software.

C. The estimated cost of construction and a detailed estimate of time in calendar days required for completion of the contract.

D. Three (3) copies of the final plans for OWNER'S use.

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 inspection services to determine whether the Contractor has met the requirements of the design plans and Specifications. The ENGINEER shall review the Contractor's 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

Prior to entering into fee negotiations, the OWNER shall approve selection of all subconsultants to the ENGINEER. The OWNER reserves the right to reject without prejudice at his discretion the ENGINEER'S selection of firms for any subcontracted tasks.

SECTION XI - TIME OF BEGINNING AND COMPLETION

The ENGINEER shall begin work under each separate Task Order within ten (10) days of notice to proceed and shall complete the plans for the construction contract within the time stipulated in each respective Task Order.

The stipulated completion time in each Task Order shall be predicated upon the fact that the

OWNER will promptly provide all pertinent requested information in its possession, and will conduct reviews/approvals of interim work in an expeditious manner (5 working days per submittal).

SECTION XII - FEES AND PAYMENTS

A. Title I Services (Engineering Planning and Design Services Preceding Construction).

The ENGINEER shall provide, as enumerated individually in each respective Task Order, application for funding, engineering study, surveying, geotechnical investigation, design, bidding, and easement preparation services for a specifically stated cost-plus-fixed payment.

Each Task Order shall also list a "not-to-exceed total" amount for the Title I Services work scope identified therein. The basis of this upper limit and justification for the fee shall be contained in an Appendix attached to each Task Order. 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.

Additionally, each Task Order shall contain an Appendix which covers the classification and salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

Payment to the ENGINEER by the OWNER for Title I Services shall be made within 30 days after the date of billing. The amount due will be for services rendered during the previous month. Final payment for Title I Services shall be made upon the OWNER'S approval and acceptance with the satisfactory completion of the "Design" phase of the project.

B. Title II Services (Construction Phase Services):

The ENGINEER shall provide, as enumerated individually in each respective Task Order, construction administration, construction staking, construction inspection, and construction materials testing for a specifically stated cost-plus-fixed payment.

Each Task Order shall also list a "not-to-exceed total" amount for the Title II Services work scope identified therein. The basis of this upper limit and justification for the fee shall be contained in an Appendix attached to each Task Order. 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 and such modification warrants such adjustment.

Additionally, each Task Order shall contain an Appendix which covers the classification and salary rate for all personnel anticipated to be assigned to this project by the "ENGINEER".

Payment to the ENGINEER by the OWNER for Title II Services shall be made within

30 days after the date of billing. The amount due will be for services rendered during the previous month. Final payment for Title II Services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Construction" phase of the project.

SECTION XIII - CHANGES

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

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 asserted 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 XVI - 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 cross sections, estimates, specifications, field notes, and data are and shall remain the property of the OWNER. The ENGINEER may retain reproduced copies of drawings and copies of other documents. The OWNER shall not be restricted in the subsequent use of the design, design documents or ideas incorporated in the work. However, the ENGINEER shall bear no responsibility for such reuse of the design unless specifically agreed to it writing.

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, 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 canceled 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 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. Dispute Resolution - Any dispute concerning a question of fact in connection with the work and having a financial value of $10,000, or less, shall be referred for determination to the Mayor of the City of Fayetteville whose decisions in the matter shall be final and conclusive. Disputes resulting from claims greater than $10,000 shall be subject to mediation.

B. Responsibility for Claims and Liability - The ENGINEER shall save harmless the OWNER from all claim and liability due to the ENGINEER's activities, or those of the ENGINEER'S subconsultants, agents, or employees during the time this contract is in force.

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. Engineer's Endorsement - The ENGINEER shall endorse and recommend all plans, Specifications, estimates and engineering data furnished by it. All design shall be checked in accordance with accepted engineering practices. All plan quantities shall be checked and verified.

E. That, the Airport Manager or his designated representative will direct and coordinate the ENGINEER's efforts and will be the source of instructions to the ENGINEER and shall have the authority to interpret the OWNER's policy as necessary to maintain the ENGINEER's work schedule and to administer the BASIC AGREEMENT.

F. That, the OWNER shall make available to the ENGINEER all technical data in the OWNER's possession, including maps, surveys, bores, and other information required by the ENGINEER and relating to his work.

G. That, the estimates of cost for the Projects provided for herein are to be prepared by the ENGINEER through exercise of his experience and judgment in applying presently available cost data, but it is recognized that the ENGINEER has no control over cost of labor and materials conditions, so he cannot warrant that the project construction costs will not vary from his cost estimates.

H. That, the ENGINEER's direct expenses are defined as the costs incurred on or directly for the Project, other than the Salary and General Overhead Costs. Such direct expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources plus a 5% mark-up. Direct expenses shall include, but not be limited to, necessary transportation costs, including mileage at the ENGINEER's current rate per mile when the ENGINEER's own automobiles are used, meals and lodging, laboratory tests, and reproduction charges.

I. That, in soils investigation work and in determining subsurface conditions for the Project, the characteristics may vary greatly between successive test point and sample intervals. The ENGINEER will perform this work in accordance with generally accepted soils engineering practices and makes no other warranties, expressed or implied, that conditions actually encountered in the field may not vary from those found during the investigation work.

J. That, the OWNER, shall pay for all costs of publishing advertisements for bids and for obtaining permits and licenses that may be required by local, State, or Federal authorities and shall secure the necessary land, easements and rights-of-way as described by the ENGINEER.

K. That, in the event of any legal or other controversy requiring the services of the ENGINEER in providing expert testimony in connection with the Project, except suits or claims by third parties against the OWNER arising out of errors or omissions of the ENGINEER, the OWNER shall pay the ENGINEER for services rendered in regard to such legal or other controversy, on a basis to be negotiated.

L. That, visits to the construction site and observations made by the ENGINEER as part of his services shall not relieve the construction Contractor(s) of his obligation to conduct comprehensive inspections of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the construction contractor(s) of his full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of

the work under the construction contract(s) and for all safety precautions incidental thereto.

M. That, the ENGINEER, when called for in specific Task Orders, shall provide an on-site Resident Inspector and will make reasonable efforts to guard the OWNER against defects and deficiencies in the work of the contractor(s) and to help determine if the construction contract has been fulfilled. The Resident Inspector's day-to-day observation will not, however, cause the ENGINEER to be responsible for those duties and responsibilities which belong to the construction contractor(s) and which include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents. The Resident Inspector shall have the authority to reject both unsatisfactory workmanship and materials. His primary duties are as follows:

1. Check construction activities to determine compliance with the Plans and Specifications. Inform the Contractor and OWNER of any work that is in noncompliance.

2. Check that all testing required by the Specifications is performed.

3. Visit the testing laboratory to determine if it has the equipment and qualified personnel necessary to conduct the tests required by the Specifications.

4. Review test reports and certificates for conformance with the

Specifications.

5. Maintain a file of test reports and certifications.

6. Inform the Contractor of deficiencies in order that corrections can be made and retesting performed prior to covering any substandard work with additional material.

7. Document quantities of materials used on the project by actual measurements and computations in a field notebook or computer printouts retained in a folder.

8. Maintain a diary which should contain daily entries made and signed by the Resident Observer. Each entry should include the following, plus any additional pertinent data:
   (A) Date and weather conditions.
   (B) Names of important visitors.
   (C) Construction work in progress and location.
   (D) Size of Contractor's work force and equipment in use.
   (E) The substance of important conversations with the Contractor concerning conduct, progress, changes, test results, interpretations of Specifications or other details.

9. Submittal of FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the appropriate FAA field office. The frequency of submittal shall be established at the Preconstruction Conference.

N. It is further agreed that the OWNER, the Federal Aviation Administration, the

Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to the work hereunder, for the purpose of making audit, examination excerpts and/or transcriptions. Records under this Section shall be maintained and made available during performance on FAA grant work under this AGREEMENT and until three years from date of final FAA grant payment for the project. In addition, those records which relate to any "dispute" appear under-an FAA grant agreement, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

O. In accordance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations, the ENGINEER agrees that he will not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, or national origin.

P. In executing this AGREEMENT, the ENGINEER acknowledges that he has visited the site of the work, that he is familiar with the conditions and characteristics of the site, and that he fully understands the nature, extent and character of the project and the time limitations placed thereupon. He further states that he has discussed the proposed work with the representatives of the OWNER.

Q. The ENGINEER hereby assures that he has and will comply with the Title VI and DBE requirements set forth in Appendix 1, hereinafter.

R. The ENGINEER hereby states that he has performed planning and design

engineering on previous through his laboratory facilities, he has previously performed pertinent work on other airport projects, as well as other projects of a similar nature, and that he has the staff and capabilities to perform the work described herein, in a professional and timely manner.

S. Exhibit A, CERTIFICATION OF ENGINEER, is attached to, and made a part of this AGREEMENT FOR ENGINEERING SERVICES, per requirement of the FAA.

T. The ENGINEER will provide the Federal Aviation Administration with eight (8) copies of the updated Airport Layout Plan at the conclusion of each AIP project.

U. The ENGINEER will perform the duties of the "consultant" set forth in the CONSTRUCTION MATERIALS QUALITY CONTROL PROGRAM, attached hereafter as Exhibit B.

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.

FOR THE CITY OF FAYETTEVILLE

SIGN HERE

By: _____
Mayor

Date: _____

ATTEST: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.

By: John C. Orrin
President

Date: 2/8/00

ATTEST: Arnold D. Rankins

EXHIBIT A TO BASIC AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES DATED _____, 2000

CERTIFICATION OF ENGINEER

I hereby certify that I am President and a duly authorized representative of the firm of McClelland Consulting Engineers, Inc. whose street address is 1810 North College Avenue, Fayetteville, Arkansas, and that neither I nor the above firm hereby represented has:

a. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract.

b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the service of any firm or person in connection with carrying out the contract, or

c. paid or agreed to pay any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

2/8/00
(Date)

John C. Simm
President

**EXHIBIT B TO BASIC AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES
DATED _____, 2000**

CONSTRUCTION MATERIALS QUALITY CONTROL PROGRAM

A. The Consultant shall prepare a "Construction Materials Quality Control Plan" to be submitted to the Federal Aviation Administration (FAA) for approval at the time of final Plans and Specifications submittal. At a minimum, the Plan shall list all materials to be tested during construction, the appropriate time for testing, the ASTM test designation, name by which the test is commonly referred, the frequency of testing required, the method of sampling, and the acceptance criteria or tolerances permitted for each type of test. The Plan will be reviewed by the FAA project manager and must be approved along with the final Plans and Specifications for construction.

B. The Consultant shall prepare a "Construction Materials Quality Control Summary" to be submitted monthly to the FAA. At a minimum., the Summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether or not the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Materials Quality Control Plan".

C. The Consultant shall prepare a summary of materials not passing and the penalty called for by the Specifications. This summary shall be submitted to the FAA monthly and will indicate when and to what extent penalties are imposed. The penalties assessed will be itemized in the following pay request to the FAA.

APPENDIX 1 - CONTRACTOR CONTRACTUAL REQUIREMENTS

TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor of the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any

information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to -

   (a) withholding of payments to the contractor under the contract until the contractor complies, and/or

   (b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

2. DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
___ GRANT REVIEW
For the Fayetteville City Council meeting of March 7, 2000

FROM:

Dale Frederick	Airport	General GMT.
Name	Division	Department

ACTION REQUIRED: Request review and approval of Task Order #1 to the contract with McClelland Consulting Engineers, Inc. for engineering services for the Capital Improvement Program projects at the Airport. The amount of Task Order #1 is not-to-exceed $71,283.00 and will cover the scope of the design and oversight of the construction of approximately 2,600 linear feet of a 2-lane asphalt access drive on the east side of the airport. Ninety percent of the cost for these engineering services will be reimbursable with an FAA grant and 5 percent with a State grant.

COST TO CITY:

$ 71,283.00	$ 122,935.00	Profession Services
Cost of this Request	Category/Project Budget	Category/Project Name
5550-3960-5314.00	$ 13,432.00	Fixed Assets
Account Number	Funds used to date	Program Name
	$ 109,503.00	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW: [signature]
Budget Coordinator

X Budgeted Item
Administrative Services Director

___ Budget Adjustment Attached

CONTRACT/GRANT/LEASE REVIEW:

Emma Gatlin for Marilyn Hansmer	2/16/00		
Accounting Manager	Date		
[signature]	2/16/00	Yolanda Fields	2
City Attorney	Date	Internal Auditor	Date
Price PR	2-17-00		
Purchasing Officer	Date		

GRANTING AGENCY: _____

STAFF RECOMMENDATION: **Airport staff recommends approval.**

[signature]	2-15-00	
Division Head	Date	Cross Reference
Department Director	Date	New Item: Yes No
[signature]	2/17/00	Pre. Ord/Res#: _____
Administrative Services Director	Date	Orig Cont. Date: _____
[signature]	2/18/00	
Mayor	Date	

Description:

Meeting Date: MARCH 7, 2000

Approval of Task Order #1 to the contract with McClelland Consulting Engineers for engineering services at the Airport.

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

FAYETTEVILLE

AIRPORT DEPARTMENT
THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor

FROM: Dale Frederick, Airport Manager

DATE: FEBRUARY 15, 2000

SUBJECT: APPROVAL OF TASK ORDER #1 TO THE CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS FOR AIRPORT CAPITAL IMPROVEMENT PROJECTS

The Airport Staff requests review and approval of Task Order #1 to the contract with McClelland Consulting Engineers, Inc. for engineering services for the Capital Improvement Program projects at the Airport. The amount of Task Order #1 is not-to-exceed $71,283.00 and will cover the scope of the design and oversight of the construction of approximately 2,600 linear feet of a 2-lane asphalt access drive on the east side of the Airport.

This extension of Ernest Lancaster Drive will allow for future development by providing access to the planned industrial park on the east side of the Airport property. The City of Fayetteville's Engineering Division has reviewed the Task Order and concurred that the "proposed hours and fee used as the not-to exceed amounts for the Ernie Lancaster Drive extension appear reasonable."

This project which will include engineering is eligible for reimbursement of 90% with an Airport Improvement Program (AIP) grant and 5% with a State Aeronautics Commission Grant. Our Federal Aviation Administration (FAA) project manager, Don Harris, is in agreement with this project, and the FAA has approved this project as future development on our Airport Layout Plan. A 5% matching grant from the State Aeronautics Commission has never been denied on AIP approved projects with the FAA.

The Airport staff recommends approval.

Attachments:
Contract Review Form
3 Original Copies of Task Order #1
Copy of Basic Agreement with McClelland

4500 SOUTH SCHOOL AVENUE, SUITE F • AIRPORT TERMINAL BUILDING • FAYETTEVILLE, AR 72701
PHONE 501-718-7640 Ext. 5 • FAX 501-718-7646

TASK ORDER NO. 1
EXTENSION OF LANCASTER DRIVE

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Task Order is written pursuant to the basic agreement entitled CITY OF FAYETTEVILLE, AGREEMENT FOR ENGINEERING SERVICES, of the same date entered hereon. The referenced basic agreement pertains to proposed improvements to Drake Field, Fayetteville's Municipal Airport. This Task Order entered into and executed this _____ day of _____, 2000, by and between the City of Fayetteville (OWNER) and McClelland Consulting Engineers (ENGINEER) sets forth project description, project schedule, and engineering fees related to the extension of Lancaster Drive, Drake Field.

SECTION 1 - PROJECT DESCRIPTION

Lancaster Drive is to be extended approximately 2,600 feet in the eastern and southern directions to permit ground vehicle access to the east-side general aviation facilities. As such, this project is intended to function solely as a roadway to be used by airport/ aviation patrons and is not to be considered a "general-use city street". Therefore, it is not required to strictly conform to City Street Standards in every detail. However, its design is to follow, generally, the same sound engineering principles upon which the City's Street Standards have been based.

A. The project is to include:

1. Approximately 2,600 linear feet of 2-lane asphalt roadway, 26 feet wide.
2. Fence relocations as required.
3. Roadway lighting similar to that on the existing paved portions of Lancaster Drive; however, light poles shall be spaced farther apart.
4. Pond drainage and fill-in.
5. Connecting entrance drive to the east-side general aviation ramp.
6. Storm drainage improvements as required to accommodate the described roadway improvements.
7. Paint striping for the roadway.
8. Topsoiling/reseeding areas disturbed during construction

B. Specifically excluded from the project scope:

1. Curb and gutter (side ditches will accommodate storm drainage parallel to the roadway).
2. Storm Water Pollution Prevention Plan (less than a 5-acre area is to be disturbed).
3. Large Scale Development Plan (no building construction is proposed at this time).
4. Sidewalk.
5. Formal wetlands determination.
6. Easement preparation (all work is anticipated to take place on Drake Field property).

SECTION II – PROJECT SCHEDULE

From the time the OWNER issues the Notice To Proceed to the ENGINEER, the project will be completed as follows:

TASK	TIME AFTER N.T.P.
Surveying	7 calendar days
Preliminary Design (35%)	16 calendar days
Geotechnical Study	28 calendar days
Design Development (65%)	45 calendar days
Final Design (95%)	65 calendar days
Submittal to FAA/City (100%)	75 calendar days

SECTION III – SCOPE OF SERVICES

The ENGINEER shall provide those services listed in the basic agreement which are applicable to this specific Task Order.

SECTION IV – FEES AND PAYMENTS

A. **Title I Services** (Engineering Planning and Design Services Preceding Construction). The ENGINEER shall provide, as hereafter enumerated individually, surveying and design, geotechnical investigation, bidding, and application for funding services for a total not-to-exceed fee of $40,329, including a total fixed payment of $4,815.

1. **Surveying and Design Phase Services**:

   For, and in consideration of, the services to be rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of actual salary costs for

work-time directly connected with work chargeable to the project, plus payroll additives and general overhead costs of 178% of direct labor costs, plus direct reimbursable expenses associated with the project, plus a fixed payment which are payable as follows:

a) Surveying and Design phase services costs not to exceed: $32,075

b) Fixed payment for Surveying and Design phase services: $ 4,599

c) Engineering contract amount for Surveying and Design phase services not to exceed: $36,674

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached hereto. 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 "B" covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

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

2. **Geotechnical Investigation Phase Services**:

For Geotechnical Investigation phase services associated with design, the OWNER shall pay the ENGINEER on the basis of hourly rates and unit prices set forth in Appendix "C" a fee not to exceed $2,112. The basis of this upper limit and justification for the fee is contained in Appendices "A" and "D", attached hereto.

3. **Bidding Phase Services**:

For Bidding phase services rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment, which are as follows:

a) Bidding phase services costs not to exceed:	$ 917
b) Fixed payment for Bidding phase services:	$ 130
c) Engineering contract amount for Bidding phase services not to exceed:	$1,047

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached hereto. The fee has been based upon bidding the project one time under a single contract section. 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 the services to be performed by the ENGINEER and such modification warrants such adjustment.

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

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

4. **Funding Application Phase Services**:

For Funding Application phase services, the OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment which are as follows:

a. Funding Application phase services costs not to exceed:	$433
b. Fixed payment for Funding Application phase services:	$ 63
c. Engineering Contract amount for Funding Application phase services not to exceed:	$496

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached hereto. The proposed fee includes the filing of funding applications with both the F.A.A. and the State Aeronautics Board. 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 and such modification warrants such adjustment.

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

Final payment for Funding Application phase services shall be made upon the OWNER's approval and acceptance of the Funding Application phase documents.

B. **Title II Services** (Construction Phase Services):

The ENGINEER shall provide, as hereafter enumerated individually, construction phase services for a total not-to-exceed cost of $30,954, including a total fixed payment of $3,634.

1. **Construction Administration and Inspection Phase Services**:

   For Construction Administration and Inspection phase services rendered by the ENGINEER, the OWNER shall pay the ENGINEER on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 178% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed payment which are as follows:

   a) Construction Administration and Inspection phase services costs not to exceed: $23,674

   b) Fixed payment for Construction Administration and Inspection phase services: $ 3,456

c) Engineering contract amount for Construction Administration and Inspection phase services not to exceed: $27,130

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached hereto (the Construction Inspection portion of the fee has been based upon providing an average of 8 hrs/day of resident inspection during an assumed construction period of 90 calendar days). Adjustment of the upper limit of the ENGINEER's fee may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in effort, scope, complexity or character of the services to be performed and such modification warrants such adjustment. Appendix "B" covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project by the ENGINEER.

Final payment for Construction Administration and Inspection phase services shall be made upon the OWNER's approval and acceptance with the satisfactory completion of the Construction phase of the project.

2. **Construction Staking Services**:

For Construction Staking services, the ENGINEER shall establish roadway centerline rough grade staking with offset staking on one side at 100-ft. stations along tangents and 50-ft. stations along curves, and perform drainage structures staking. This construction staking is to be performed by

the ENGINEER one time only, with additional staking to be the responsibility of the Contractor. For this work, the OWNER shall pay the ENGINEER on the basis of actual salary cost for work-time directly connected with construction staking, plus payroll additives and general overhead costs of 178% of direct labor costs, plus direct reimbursable expenses, plus a fixed payment payable as follows:

a) Construction Staking costs not to exceed:	$1,042
b) Fixed payment for Construction Staking:	$154
c) Engineering contract amount for Construction Staking services not to exceed:	$1,196

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached. Adjustment of the upper limit of the ENGINEER's fee may be made should the ENGINEER establish and the OWNER agree that there has been or is to be a significant change in effort, scope, complexity or character of the services to be performed and such modification warrants such adjustment.

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

Final payment for Construction Staking service shall be made upon the OWNER's approval and acceptance of the satisfactory completion of the Construction Staking phase of the project.

3. **Construction Materials Testing Phase Services**:

For the Construction Materials Testing phase services associated with construction of the project, the OWNER shall pay the ENGINEER on the basis of hourly rates and unit prices set forth in Appendix "E" a fee not to exceed $2,628. The basis of this upper limit and justification for the fee is contained in Appendices "A" and "F", attached hereto.

SECTION V – BASIC AGREEMENT IN EFFECT

Except as amended specifically herein, the basic AGREEMENT FOR ENGINEERING SERVICES shall remain in full force as originally approved and executed.

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

FOR THE CITY OF FAYETTEVILLE:

SIGN HERE

By: _____ Attest: _____
Mayor

Date: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.:

By: John C. Ozmin
President

Attest: Arnold D. Rankin

Date: 2/15/00

APPENDIX A

DRAKE FIELD, FAYETTEVILLE

PROJECT DESCRIPTION: ERNIE LANCASTER DRIVE EXTENSION

LABOR/COST ESTIMATES FOR FEE DETERMINATION

		PROJECT	PROJECT	ENGINEERING	CADD	CADD	CADD	LICENSED	SURVEY	CLERK		DIRECT	DIRECT
	CLASSIFICATION >	DIRECTOR	MGR./ENGR.	TECHNICIAN	OPER. 1	OPER. 2	OPER. 3	SURVEYOR	CREW	TYPIST	INSPECTOR	LABOR	EXPENSE
	HOURLY RATE >	$40.86	$23.34	$18.03	$16.25	$12.20	$8.00	$12.75	$20.00	$12.00	$12.25	SUBTOTAL	105%
LINE	TASK DESCRIPTION												
I.1	SURVEYING AND DESIGN												
1	SCOPING MEETING	1										$41	$1.60
2	CONTRACT NEGOTIATIONS	2										$82	$1.60
3	PREPARE CONTRACT FORM	4								4		$211	
4	SCHEDULING & BUDGETING	2	0.5							1		$105	
5	IDENTIFY PROJ. COMPONENTS	0.5	1									$44	
6	DEVELOP DESIGN CRITERIA		2									$47	
7	TRAFFIC PROJECTION		4							0.5		$99	
8	COORD. WITH UTILITY MARKERS		0.5					1				$24	
9	SURVEYING		4	18				2	24			$923	$66.00
10	PRELIMINARY ROUTING		4	1		6						$185	
11	PRELIMINARY PROFILING		2	1		6						$138	
12	PRELIMINARY DRAINAGE STUDY		4	1			4			1		$155	
13	R.O.W. IMPLICATIONS		2	1				16				$269	$11.60
14	PRELIMINARY COST ESTIMATE	0.5	4							2		$138	
15	REVIEW MEETING WITH OWNER	2	2							1		$140	$31.60
16	DES. DEVEL.: COVER		0.5				2					$28	
17	DES. DEVEL.: TYPICAL SECTION		1.5		0.5	2						$68	
18	DES. DEVEL.: PLAN & PROFILES		40	4	2	12	12					$1,281	
19	DES. DEVEL.: CROSS-SECTIONS		12	1	1	2	4					$371	$25
20	DES. DEVEL.: DETAIL SHEETS		4		0.5	8	8					$263	
21	DES. DEVEL.: DRAINAGE DESIGN		16		0.5	8						$479	
22	DES. DEVEL.: FENCE RELOCATES		2				4					$79	
23	DES. DEVEL.: LIGHTING	1	1									$64	$353.20
24	EROSION CONTROL FACTORS		1			2	4					$80	
25	OUTLINE SPECIFICATIONS		2							2		$71	
26	UPDATE COST ESTIMATE	1	6							4		$229	
27	IN-HOUSE REVIEWS	2	8		2							$301	
28	REVIEW MEETING WITH OWNER	2	2							1		$140	$51.60
29	DET. DES.: PAVEMENT SECTION		6		1	1						$168	
30	DET. DES.: PLAN & PROFILES		4		0.5							$101	
31	DET. DES.: CROSS-SECTIONS		8									$187	
32	DET. DES.: DETAILS		8									$187	
33	DET. DES.: DRAINAGE STRUCTURE		8									$187	
34	DET. DES.: FENCES		4									$93	
35	DET. DES.: EROSION CONTROL		4									$93	
36	DET. DES.: LIGHTING		1									$23	$500
37	SPECIFICATIONS		24							40		$1,040	
38	DRAWINGS		12		12	50	50					$1,485	$50
39	IN-HOUSE REVIEWS	8	8		2			1				$559	
40	DETAILED COST ESTIMATE	1	4							2		$158	
41	REVIEW MEETING WITH OWNER	2	2							1		$140	$101.60
42	REVISIONS TO PLANS & SPECS	1	8		2	4	8			2		$350	$15
43	RE-EVALUATE COSTS	0.25	2							0.5		$63	
44	SUBMITTALS TO F.A.A.		1		0.5					0.5		$37	$200
45	FINAL REVISIONS TO P & S	0.5	2		0.5	1	1			0.5		$101	$5
	Subtotals	30.75	230	27	25	102	97	20	24	63	0	$11,029	$1,414

DIRECT LABOR COST	$11,029
OVERHEAD @ 1.78	$19,632
DIRECT EXPENSES	$1,414
FIXED PAYMENT	$4,599
NOT-TO-EXCEED	$36,674

APPENDIX A
DRAKE FIELD, FAYETTEVILLE
PROJECT DESCRIPTION: ERNIE LANCASTER DRIVE EXTENSION
LABOR/COST ESTIMATES FOR FEE DETERMINATION

		PROJECT	PROJECT	ENGINEERING	CADD	CADD	CADD	LICENSED	SURVEY	CLERK		DIRECT	DIRECT
	CLASSIFICATION >	DIRECTOR	MGR./ENGR.	TECHNICIAN	OPER. 1	OPER. 2	OPER. 3	SURVEYOR	CREW	TYPIST	INSPECTOR	LABOR	EXPENSE
	HOURLY RATE >	$40.86	$23.34	$18.03	$16.25	$12.20	$8.00	$12.75	$20.00	$12.00	$12.25		105%
LINE	TASK DESCRIPTION												
I.2	GEOTECH. INVESTIGATION		1				4					$55	$1,935

DIRECT LABOR COST	$55
OVERHEAD @ 1.78	$99
DIRECT EXPENSES	$1,935
FIXED PAYMENT	$23
NOT-TO-EXCEED	$2,112

I.3	BIDDING	1	8			1				6		$312	$50

DIRECT LABOR COST	$312
OVERHEAD @ 1.78	$555
DIRECT EXPENSES	$50
FIXED PAYMENT	$130
NOT-TO-EXCEED	$1,047

I.4	FUNDING APPLICATIONS	0.25	4			2				2		$152	$10

DIRECT LABOR COST	$152
OVERHEAD @ 1.78	$271
DIRECT EXPENSES	$10
FIXED PAYMENT	$63
NOT-TO-EXCEED	$496

II.1	CONSTR. ADMIN. AND INSPECTION												
1	CONSTR. ADMINISTRATION	8	55	2				2	4	8		$1,848	$44
2	CONSTR. INSPECTION	3	24								470	$6,440	$588
	Subtotals	**11**	**79**	**2**	**0**	**0**	**0**	**2**	**4**	**8**	**470**	**$8,288**	**$632**

DIRECT LABOR COST	$8,288
OVERHEAD @ 1.78	$14,753
DIRECT EXPENSES	$632
FIXED PAYMENT	$3,456
NOT-TO-EXCEED	$27,130

II.2	CONSTRUCTION STAKING		1					2	16			$369	$16

DIRECT LABOR COST	$369
OVERHEAD @ 1.78	$657
DIRECT EXPENSES	$16
FIXED PAYMENT	$154
NOT-TO-EXCEED	$1,196

III.3	CONSTRUCTION MT'LS TESTING		2							1		$59	$2,440

DIRECT LABOR COST	$59
OVERHEAD @ 1.78	$104
DIRECT EXPENSES	$2,440
FIXED PAYMENT	$24
NOT-TO-EXCEED	$2,628

APPENDIX "B"
CITY OF FAYETTEVILLE
DRAKE FIELD, TASK ORDER NO. 1
SALARY RANGES

	LOWER END	UPPER END
Principal Engineer	$34.00	$45.00
Project Manager	22.00	35.00
Project Engineer	19.00	25.00
Design Engineer	13.50	19.00
Project Surveyor	13.00	22.00
Surveyor	10.00	15.00
Survey Crew (2 men)	18.00	22.00
Survey Crew (3 men)	25.00	30.00
CADD Technician	9.00	13.00
Clerical	7.00	11.00
Senior Engr. Tech.	16.50	19.50
Engineering Tech.	12.50	20.00
CADD Operator 1	15.00	20.00
CADD Operator 2	10.00	15.00
CADD Operator 3	6.50	10.00
Inspector	12.00	19.50

FY96166:SALSKD:jm

APPENDIX C
GEOTECHNICAL INVESTIGATION FEE SCHEDULE

CATEGORY	HOURLY RATE
Mobilization of $1.40/mile (each way)** (from Fayetteville, Ark.)	$ 75.00 minimum
Soil Drilling including Sampling	10.00 per foot
Rock Drilling (Rotary Bit) *	12.00 per foot
Rock Coring (Diamond Bit) ***	30.00 per foot
Boring Setup Charge	25.00 per each
Standby Time (Rig and Crew On-Site), if required	80.00 per hour
Layout of Boring	60.00 per hour
Crew Travel Time	60.00 per hour
Per Diem (per night)	60.00 per man
Atterberg Limits	45.00 each
Moisture Content	8.00 each
Unit Weight Test (Soil Sample)	8.00 each
Unconfined Compression Test	40.00 each
Gradation Tests Dry Sieve	6.00 each
Wet Sieve	25.00 each
California Bearing Ratio (CBR) with Std Proctor	250.00 each
with Mod Proctor	275.00 each
In-situ Permeability	125.00 each
In-situ Permeability (Flexwall)	200.00 each
Remolded Sample	50.00 each
Triaxial Test (Single Stage)	120.00 each
Triaxial Test (Multi-Stage)	150.00 each
Remolded Sample	50.00 each
Draftsman	40.00 per hour
Senior Draftsman	55.00 per hour
Clerical	31.00 per hour
Design Engineer	55.00 per hour
Project Engineer (Soils Engr.)	65.00 per hour
Project Manager (Senior. Soils Engr.)	95.00 per hour
Principal Engineer	100.00 per hour
Senior Engineering Technician	55.00 per hour
Engineering Technician	40.00 per hour
Soils Technician	30.00 per hour
Two Flagmen	50.00 per hour
Mileage	0 .32 per mile
Backhoe Rental (4 hour minimum)	50.00 per hour
Dozer Rental (4 hour minimum)	65.00 per hour
* Rock Bits	275.00 each
*** Diamond Bits	460.00 each

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

APPENDIX "D"

GEOTECHNICAL INVESTIGATION SCOPE AND FEE SCHEDULE
DRAKE FIELD, TASK ORDER NO. 1, LANCASTER DRIVE
FAYETTEVILLE, ARKANSAS

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED
1	MOBILIZATION	1	LS	$75.00	$75.00
2	BACKHOE RENTAL (CBR SAMPLING)	4	HR	$50.00	$200.00
3	SOILS TECHNICIAN	4	HR	$30.00	$120.00
4	BORING SETUP CHARGES	4	EA	$25.00	$100.00
5	BORING LAYOUT	1	HR	$60.00	$60.00
6	SOIL DRILLING AND SAMPLING	16	LF	$10.00	$160.00
7	MOISTURE TESTS	4	EA	$8.00	$32.00
8	ATTERBERG LIMITS TESTS	4	EA	$45.00	$180.00
9	GRADATIONS (5 SIEVE)	4	EA	$30.00	$120.00
10	DRY UNIT WEIGHT TESTS	4	EA	$8.00	$32.00
11	CALIFORNIA BEARING RATIO TESTS	2	EA	$275.00	$550.00
12	GEOTECHNICAL REPORT, ENGINEER	2	HR	$95.00	$190.00
13	BORING PLOT PLAN & LOG, CADD OPER.	2	HR	$40.00	$80.00
14	REPORT, CLERICAL	1	HR	$31.00	$31.00
	TOTAL				$1,930.00

APPENDIX E
CONSTRUCTION MATERIALS LABORATORY
FEE SCHEDULE

GENERAL:

Laboratory Field Technician *	$ 30.00 per hour
AHTD-Qualified Technician*	36.00 per hour
Engineering Technician *	40.00 per hour
Senior Engineering Technician	55.00 per hour
Lab Supervisor	45.00 per hour
Consultation:	
Lab Supervisor	45.00 per hour
Field Engineer	50.00 per hour
Project Engineer	72.00 per hour
Project Manager	95.00 per hour
Principal Engineer	100.00 per hour
Lab Report Preparation	30.00 per hour

SOILS:

AHTD-Qualified Field Technician	36.00 per hour
Soils Field Technician (1-hour minimum)	30.00 per hour
In-Place Compaction Test-Nuclear Gauge ASTM D 2922	
Sample Pickup	
Liquid Limit, Plastic Limit, Plasticity Index (3 point) ASTM D 4318	45.00 each
Sieve Analysis-Washed No. 200 (Wet) ASTM D 1140	35.00 per sieve
Sieve Analysis-Dry ASTM D 422	7.00 per sieve
Hydrometer Analysis ASTM D 422	65.00 each
Specific Gravity ASTM D 854	40.00 each
Soils Classification, Unified or AASHTO ASTM D 2487 or AASHTO M 145	100.00 each
Laboratory Maximum Compaction Test ASTM D 698 or AASHTO T 99	120.00 each
Laboratory Maximum Compaction Test ASTM D 1557 or AASHTO T 180	135.00 each
Potential Volume Change-Swell Pressure	100.00 each
California Bearing Ratio-CBR ASTM D 1883 (3 point) (Proctor curve additional)	150.00 each
Shrinkage ASTM D 427	50.00 each
Soil Bearing Capacity (Engineering Tech., 2-hour minimum)	40.00 per hour
Non-ASTM Procedures Available On Request	

CONCRETE:

Concrete Mix Design	Price on Request
Review Concrete Mix Design (Lab Supervisor)	45.00 per hour
Confirm Concrete Mix Design	Price on Request
Concrete Field Technician * (1-hour minimum): [For any of the following 6 items:]	30.00 per hour
• Unit Weight and Yield of Freshly Mixed Concrete ASTM C 138	
• Concrete Cylinder or Beam Molding ASTM C 31	
• Concrete Cylinder or Beam Pickup	
• Concrete Slump Test ASTM C 143	
• Concrete Air Content Test ASTM C 231 or C 173	
• Cement Mortar or Group Sampling	
AHTD-Qualified Concrete Technician: [For any of the foregoing 6 items:]	36.00 per hour
Compressive Strength of Concrete Test Cylinders ASTM C 39 (pad cap)	8.00 each
Compressive Strength of Concrete Test Cylinders ASTM C 39 (sulfur capped)	12.00 each
Spare Cylinders Specimens Processed but not Tested	8.00 each
Schmidt Hammer Testing (Engineering Tech, 2-hour minimum)	40.00 per hour

* ACI Grade I Concrete Field Testing Technician

APPENDIX E
CONSTRUCTION MATERIALS LABORATORY
FEE SCHEDULE

CONCRETE (Continued):	
Flexural Strength of Concrete Beams ASTM C 78 or C 293	20.00 each
Spare Beam Specimens Processed but not Tested	20.00 each
Compressive Strength of Grout Cubes	15.00 each
Compressive Strength of Cement Mortar Cubes	10.00 each
Concrete Coring (3" or 4"):	
Core Machine & Lab Technician	60.00 per hour
Additional Lab Technician, as required	30.00 per hour
Compressive Strength of Concrete Cores (3" or 4")	30.00 each
Other Core Sizes	Price on Request
Aggregate Sieve Analysis:	
Dry Sieve ASTM C 136	7.00 each
Wet Sieve ASTM C 117	35.00 each
Fineness Modules	15.00 each
Decantation	20.00 each
Deleterious Materials	45.00 each
Specific Gravity and Absorption of Aggregate ASTM C 127 & C 128	75.00 each
Dry Rodded Unit Weight of Aggregate ASTM C 29	50.00 each
Sodium or Magnesium Sulfate Soundness (5 cycles) ASTM C 88	250.00 each
Additional Cycles	40.00 each
ASPHALT:	
Asphalt Mix Design	Price on Request
Review Asphalt Mix Design (Lab Supervisor)	45.00 per hour
Asphalt Field Technician	
In-Place Compaction Test-Nuclear Gauge (Lab Technician)	30.00 per hour
Sample Pickup	30.00 per hour
Marshall Test including Stability, Flow, Laboratory Density, Percent Air Voids, Percent Voids in Mineral Aggregate (3 specimens per test)	175.00 each
Extraction including percent Bitumen and Aggregate Gradation	125.00 each
Laboratory Density of Cored Plugs including Depth Measurement	20.00 each
Asphalt Coring (3" or 4"):	
Core Machine & Lab Technician	60.00 per hour
Additional Lab Technician, if required	30.00 per hour
Sample Pickup	
FIREPROOFING:	
Unit Weight, Bonding Strength, Thickness and Sampling (actual time required for Lab Technicians)	30.00 per hour/Tech.
Report Preparation (Lab Supervisor)	45.00 per hour
STRUCTURAL STEEL:	
Bolt Torque Testing: Lab Technician(s)	30.00 per hour
Field Engineer	50.00 per hour
Pneumatic Torque Wrench Calibration (twice per day)	50.00 each
Visual Weld Inspection Field Engineer	50.00 per hour

Services not Listed are Available on Request

APPENDIX F

CONSTRUCTION MATERIALS TESTING
DRAKE FIELD, TASK ORDER NO. 1
LANCASTER DRIVE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	EXTENDED
1	SOILS TESTING	30	HR	$30.00	$900.00
2	BASE TESTING	12	HR	$30.00	$360.00
3	CONCRETE TESTING	12	HR	$30.00	$360.00
4	ASPHALT CORING	6	HR	$60.00	$360.00
5	ASPHALT TESTING	5	EA	$20.00	$100.00
6	REPORT PREPARATION	12	HR	$30.00	$360.00
	TOTAL				$2,440.00

STAFF REVIEW FORM

xx AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of March 7, 2000

FROM:

Connie Edmonston	Parks and Recreation	Public Works
Name	Division	Department

ACTION REQUIRED:

Approval of working procedures and budget adjustment.

COST TO CITY:

$0	$ N/A	
Cost of this Request	Category/Project Budget	Category/Project Name
	$ N/A	Park Administration Recreation/Manager Parks Maintenance
Account Number	Funds Used To Date	Program Name
	$ N/A	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ___ Budgeted Item __xx_ Budget Adjustment Attached

Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY

Accounting Manager	2/15/00 Date	Yolanda Fields Internal Auditor	2-15-00 Date
City Attorney	2/16/00 Date	ADA Coordinator	Date
Purchasing Officer	2-17-00 Date		

STAFF RECOMMENDATION:

Approval of budget adjustment.

Connie Edmonston Division Head	1-14-00 Date	Cross Reference
Department Director	2-17-00 Date	New Item: Yes No
Administrative Services Director	2-18-00 Date	Prev Ord/Res #: __
Mayor	2/18/00 Date	Orig Contract Date:_
		Orig Contract Number: ____

STAFF REVIEW FORM

Description Parks & Recreation Budget Adjustment Meeting Date March 7, 2000

Comments:
Budget Coordinator

Reference Comments:

Accounting Manager

Are we also asking Council to approve agreement w/FYC ? Is effective date really 8/19/99 (VS-D)?

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council

THRU: Charlie Venable, Public Works Director cd

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

DATE: February 11, 2000

RE: Request for Budget Adjustment

The Parks and Recreation Division requests approval of a budget adjustment in the amount of $106,121 to realign our division's expenditures. The adjustment is needed primarily as a result of reaching an agreement with the Fayetteville Youth Center Boys and Girls Club on coordination of recreation services offered by the City and the Youth Center. This adjustment would more accurately reflect recreation expenditures in keeping with the attached operational agreement.

Approval of this budget adjustment does not increase the cost of operations for the Parks and Recreation Division. In previous years, there were no written agreements between the City and Youth Center since they both operated under the same operational management. When the management split in 1998, job responsibilities were divided to create clarity for both agencies as outlined in the attached agreement. The cooperation between the Parks and Recreation Division and Youth Center enhances the recreation facilities and programs offered to meet the needs of our citizens. If you have any questions, please call me at 444-3473.

Attachments:

Budget Adjustment Form
Working Procedures and Responsibilities for the City of Fayetteville Parks and Recreation Division and the Fayetteville Youth Center.

Park's Budget Adj
A. 5. Page 4

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year			Date Requested	Adjustment #
2000	Department:	Public Works	01/28/2000	
	Division:	Parks & Recreation		
	Program:	Parks Maintenance		

Project or Item Requested:
A budget adjustment is requested to realign Division expenditures.

Project or Item Deleted:
None. This request realigns division expenditure budget to reflect the needs for the 2000 budget.

Justification of this Increase:
The adjustment is needed primarily as a result of reaching agreement with the Fayetteville Youth Center Boys and Girls Club on coordination of recreation services offered the City and the Youth Center.

Justification of this Decrease:
No decrease is proposed.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number
Office Supplies	1,600	1010	5200	5200	00	
Public Notification	500	1010	5200	5301	00	
Travel & Training	2,400	1010	5200	5304	00	
Chemicals	20,575	1010	5260	5204	00	
Contract Services	7,880	1010	5260	5315	00	
Building & Grounds	65,766	1010	5260	5400	00	
Minor Equipment	6,800	1010	5260	5890	00	
Travel & Training	600	1010	5220	5304	00	

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number
Tournament Supplies & Awards	10,537	1010	5220	5200	05	
Transfer to Youth/Adult	91,084	1010	5220	5718	00	
Minor Equipment	4,500	1010	5220	5890	00	

Approval Signatures

Requested By	Date
Budget Manager	2/15/2000 Date
Department Director	2-17-00 Date
Admin. Services Director	2-18-00 Date
Mayor	2/18/00 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 L _____ _____

Blue Copy: Budget & Research / Yellow Copy: Requester

H:\BUDGET\PROJECTS\OTHER\ba_2000\PR_2000.WK4

RECREATION IN FAYETTEVILLE

WORKING PROCEDURES AND RESPONSIBILITIES FOR THE CITY OF FAYETTEVILLE PARKS AND RECREATION DIVISION AND THE FAYETTEVILLE YOUTH CENTER

WHEREAS, currently the City of Fayetteville Parks and Recreation Division (Parks and Rec) and the Fayetteville Youth Center (FYC) are both working under many verbal and assumed agreements; and,

WHEREAS, increased communications and a new set of operating procedures will assist with the working relationship and will benefit both agencies and their operations; and,

WHEREAS, Parks and Rec believes the goals of Parks and Rec and FYC would best be accomplished by defining and streamlining responsibilities and procedures; and, is therefore recommending the merging of facility and program management for all recreation offerings, thereby providing administrative accountability for all services provided to the citizens.

NOW, THEREFORE, in order to define and improve the current working relationship between Parks and Rec and FYC, the following set of detailed operating procedures and responsibilities are hereby established.

I. GOAL

The goal of Parks and Rec and FYC is to work in cooperation to enhance the recreation facilities and programs offered in the City of Fayetteville. Parks and Rec and FYC must become partners in meeting the needs of the citizens of Fayetteville.

II. FACILITIES MANAGEMENT

A. FAYETTEVILLE YOUTH CENTER. FYC will be responsible for working with the Fayetteville School System to provide the staffing, programming, maintenance, promotion and development for the following facilities: Asbell Gymnasium, Holcomb Gymnasium, Vandergriff Gymnasium, and the Youth Center. FYC will assume responsibility for the hiring, evaluating and supervising of gymnasium supervisors and custodians at Holcomb, Asbell, and Vandergriff Gymnasiums.

B. FAYETTEVILLE PARKS AND RECREATION. Parks and Rec will be responsible for providing or approving the staffing, programming, maintenance, promotion and development for the city and school parks, including the following facilities which are utilized for sports programming: Asbell Soccer/Softball Complex, Babe Ruth Baseball Complex, Gary Hampton Softball Complex, Lewis St. Soccer Complex, Walker Baseball/Soccer Complex, and the Wilson Softball Field. In addition, the Parks and Recreation Division will be responsible for working

with the Fayetteville School System and PTA organizations to provide enhancements to school playgrounds.

III. PROGRAM MANAGEMENT

A. FAYETTEVILLE YOUTH CENTER. FYC will be responsible for providing or approving the management, staffing, and promotion and development of the following programs and activities. FYC will coordinate with the Fayetteville School System for use of their facilities. FYC will be responsible for the majority of sports and activities held at **indoor** recreation facilities, including but not limited to the following:

-Basketball (Youth and Adult)
-Baton
-Camps (Environmental Study, Spring Break, Christmas, Basketball, Summer)
-Cheerleading
-Dance
-Fishing Rodeo
-Flag Football (Youth)
-Football (6th/7th Grade Tackle Football)
-Gymnastics
-Karate
-Ping Pong
-School Kids Connection
-Softball (Youth Rec.- Registration, Sponsorships, Uniforms, & Coach Recruitment/Selection)
-Swim Lessons and Team (Youth Center Pool)
-Volleyball (Youth/Adult & Ozark Volleyball Club)
-Track
-Special Events

B. FAYETTEVILLE PARKS AND RECREATION DIVISION. Parks and Rec will be responsible for providing or approving the management, staffing, and promotion and development of the following programs and activities. Parks and Rec will be responsible for the majority of sports and activities held at **outdoor** recreation facilities, including but not limited to the following:

-Baseball
-Flag Football (Adult)
-Hobby Use Groups (Ozark Flyers, Ultimate Frisbee, Horseshoe, Ozark Volleyball Club, etc.)
-Sand Volleyball
-Soccer (Youth & Adult)
-Softball (Adult, Youth Competitive, Youth Fast-Pitch, & Tournaments)
-Softball (Youth Rec-League Administration, Practice/Game Schedules, Umpires & Concessions)
-Swim Lessons (Wilson Park)
-Tennis Lessons

-Special Events in Parks (Gulley Run, Summer Concert Series, etc.)
-Friends of Youth Softball Tournament

IV. ADVISORY BOARDS

A. Girls "RECREATIONAL SLOWPITCH SOFTBALL" Advisory Board.

1. The Advisory Board shall consist of the Program Committee Chairman from FYC Board of Directors; Parks and Rec Program Coordinator; and three persons selected by the Assistant Director of FYC.

2. The Assistant Director of FYC will chair the Advisory Board and will assist the Program Coordinator of Parks and Rec with the operation of the program.

3. The Advisory Board will be responsible for:

a. establishing the philosophy, affiliation, and rules for the program

b. establish and maintain a mechanism to measure the quality of the program and insure its goal to meet the needs of the participants and community.

c. team/player registration

d. coach selection/training

e. team sponsorship and uniforms

B. Youth "COMPETITIVE/FASTPITCH" Advisory Board. The Program Coordinator of Parks and Rec will administer and organize the Youth Competitive/Fastpitch Advisory Board to oversee these softball programs in the City.

V. FINANCIAL

A. Beginning January 1, 2000, the FYC Board of Directors will be responsible for the management and operation of the annual funding allocation to FYC from the City of Fayetteville and shall have the responsibility for prioritizing the use of such funds. However, up to one-half of the funding may come from the HMR tax and shall be used only for promotion and development.

B. FYC shall submit an annual financial report to the Public Works Director on or before April of each year. Such report shall detail FYC's use of the City of Fayetteville's funding allocation.

C. FYC shall comply with the schedules and procedures established by the Budget & Research Department, of the City of Fayetteville, for annual funding requests.

D. The youth recreation softball player fee will be determined annually.

VI. MISCELLANEOUS

A. All facility or service agreements between Parks and Rec, Public School System, and/or FYC shall be in writing.

B. Representatives from Parks and Rec and FYC shall meet a minimum of two times per year to discuss any programming or facility issues effecting the recreational offerings to the citizens.

C. FYC will transfer the current youth softball equipment to Parks and Rec.

D. The working procedures and responsibilities contained herein shall become effective August 19, 1999.

CITY OF FAYETTEVILLE

By:_____
Fred Hanna, Mayor

SIGN HERE

ATTEST:

By:_____
Heather Woodruff, City Clerk

FAYETTEVILLE YOUTH CENTER

By:_____
Tom Stockland, Board of Directors Chairman

ATTEST:

By:_____

STAFF REVIEW FORM

RECEIVED
RECEIVED
JAN 2 2000
JAN 12 2000
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of ~~January 18, 2000~~ March 7

FROM:

Ed Connell (Name) | Engineering (Division) | Public Works (Department)

ACTION REQUIRED: Approval of an ordinance vacating a 50 ft. wide water/sewer easement, filed in Washington County as Book 856 at Page 720 during the year 1973, said easement described as being part of the W½ of the SE¼ of Section 1, T-16-N, R-31-W. Sewer line are not located within easement area and new easements have been acquired for the proper location of the lines.

COST TO CITY:

$ 0.00 Cost of this Request | $ NA Category/Project Budget | NA 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:

Marilyn J Cramer, Accounting Manager — Date 1-10-00
City Attorney — Date 1-10-00
Purchasing Officer — Date 1-10-00

GRANTING AGENCY: ____

Yolanda Fields, Internal Auditor — Date 1-10-00
ADA Coordinator — Date

STAFF RECOMMENDATION: Staff agrees with vacation of the easement as originally described. City will look into correcting other easements on this system which may not correspond with where the lines are installed.

Division Head — Date Jan 10, 2000
Department Director — Date 1-11-00
Administrative Services Director — Date 1-11-00
Mayor — Date 1/12/00

Cross Reference

New Item: Yes X No ___

Prev Ord/Res #: ____

Orig Contract Date: ____

STAFF REVIEW FORM

Description Hamstring Creek Water/Sewer Easement Vacation Meeting Date 1-18-2000

Comments: **Reference Comments:**

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: January 10, 2000

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor
Charles Venable, Director of Public Works
Jim Beavers, City Engineer
Dave Jurgens, Water/Sewer Maintenance Superintendent

FROM: Ed Connell, Land Agent

RE: Hamstring Creek Sewer Lines Easement

There are two sewer lines that run out along Hamstring Creek, one being gravity and the other being a forced main line. These lines were constructed in 1974-75 and easements were obtained from the property owners at that time.

It has recently been brought to the City's attention that the actual sewer lines are located outside the described easements. Accordingly, so as not to have on future controversy or to have a cloud on the title of the properties, the City has taken survey information performed by others, and rewritten the easements for the following two properties listed below. The correct data has been confirmed by the City, thus we concur with the revised easement descriptions. The original easement document (Book 856 @ Page 720) was with Berneda Stewart, now Berneda Stewart King, This original easement went across an area 1/4 mile wide. Subsequent to said easement, the West 15 acres was sold.

Within the past few weeks, the property owners of the two parcels which make up the original tract, have signed separate easements which reflect the proper location of the existing lines. The old easement was 50 ft. wide and so are the new easements. The purpose of this request is for the vacation of the original easement. There may be other areas along these sewer lines where the actual lines are not in the easements as described. As time permits and survey information becomes available, such new easements will be prepared and the Council will be asked to vacate the original easements. No other utilities are located in or utilize the original City easements. Other utilities may cross this easement, but they have their own easements.

If additional information is required, please do not hesitate to contact me at 444-3414.

Water/sewer Easemt
C. 1. Page 4

RIGHT OF WAY GRANT

I-1-

ARKANSAS
COUNTY OF WASHINGTON } KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of .....

and other valuable considerations to the undersigned, ... Berneda Stewart, in her own right

.....

paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND COVEY unto the City of Fayetteville, Arkansas, a municipal corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, lay, remove, relay, enlarge and operate a water and/or sewer pipe line or lines, xxxxxxxxxxxxxxxx, and appurtenances thereto, on, over, across, and under the following described real estate, to-wit:

Property Description:
As recorded in Book 842, page 394. Part of the W½ of the SE¼ of Section 1, T-16-N, R-31-W.

Easement:
A permanent easement 50 feet in width, said easement being 25 feet either side of and measured normal to a survey line more particularly described as follows. Beginning at a point approximately 280 feet south of the NW corner of said 80 acre tract, thence north 76° 40' east 7 feet, thence south 72° 34' east 1274 feet, thence north 78° 19' east 105 feet to a point approximately 640 feet south of the NE corner of said 80 acre tract.

The survey line is further identified as the centerline of the first sewer line as constructed. Also, a temporary construction easement of 30 feet width along and parallel with the north side of the above described permanent easement. Property and easement are shown on the attached plat.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, with ingress to and egress from the real estate first hereinabove described for the purpose of constructing, inspecting, maintaining and repairing said lines, manholes and appurtenances of Grantee above described, and the removal, renewal and enlargement of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons, one thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any buildings or structures in said right of way other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this grant in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof this the 4 day of Oct., 19 73.

Berneda C. Stewart

.....

ACKNOWLEDGMENT

856-720

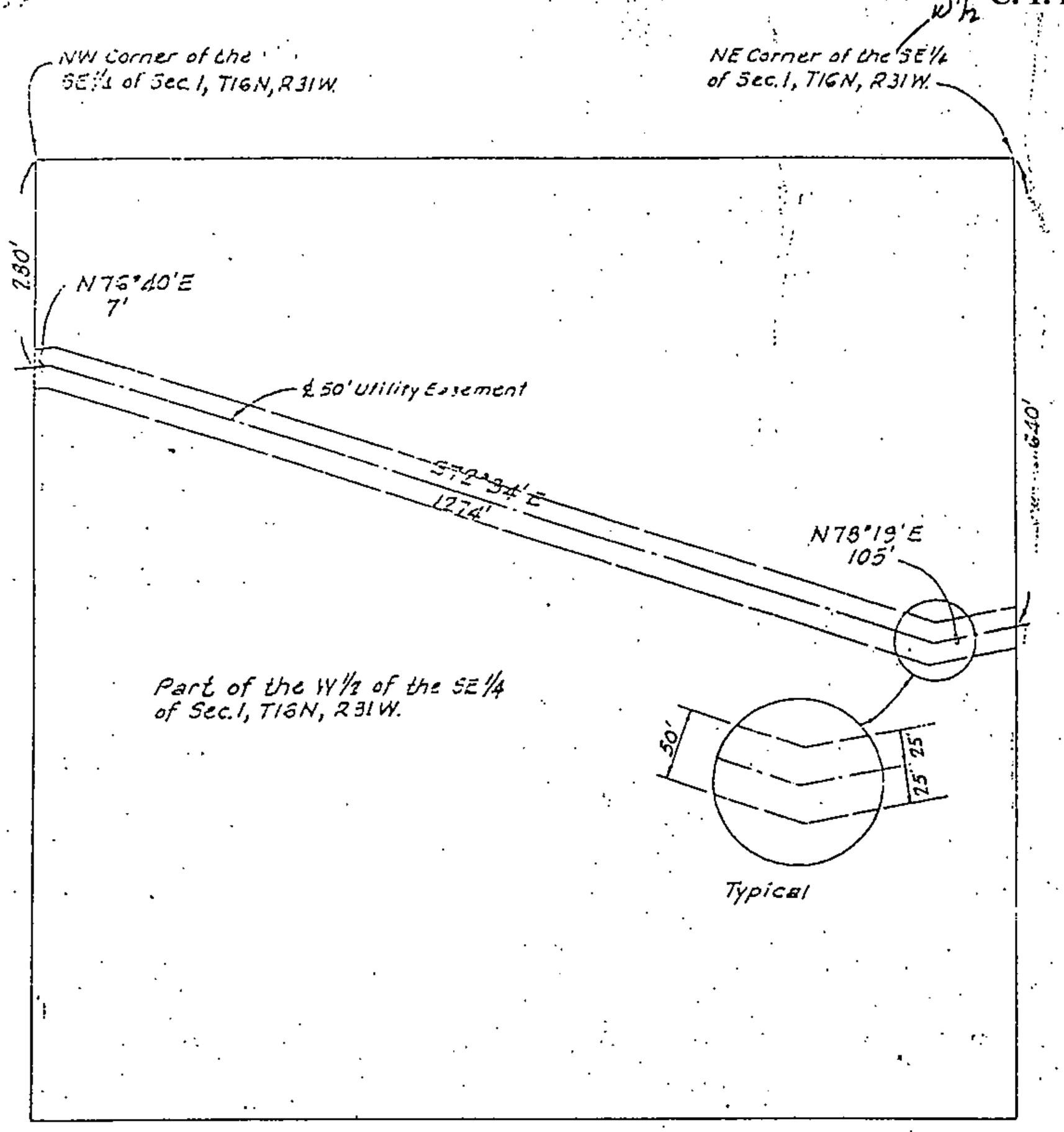
STATE OF ARKANSAS
COUNTY OF WASHINGTON }

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared ..... Berneda Stewart, to me well known as the person(s) who executed the foregoing Right of Way Grant, and that She had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this 4th day of October, 19 73.

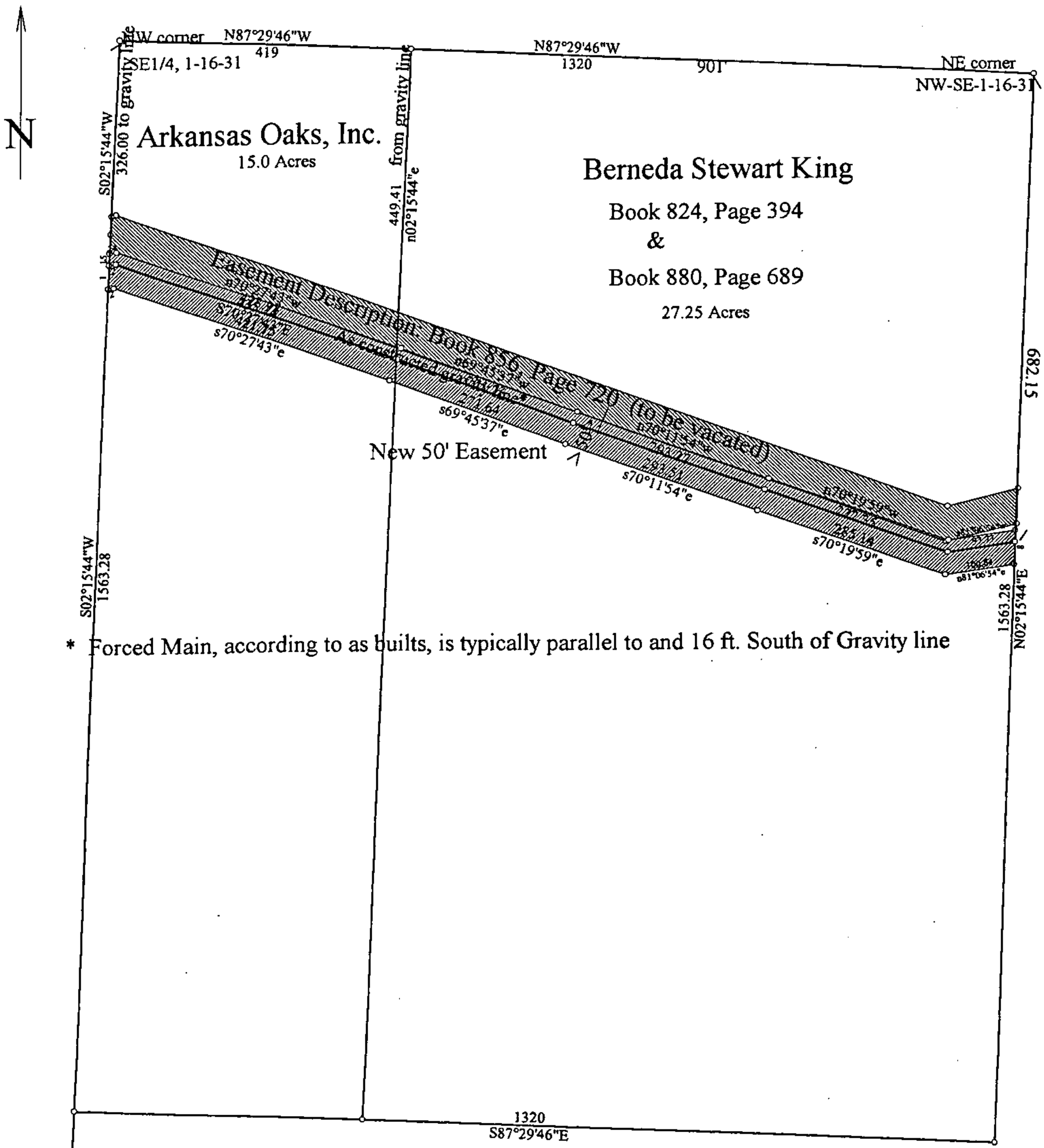
Ed M. Connell
Notary Public

My commission expires October 1, 1974



	APPARENT OWNER:	SKETCH SHOWING LOCATION OF PROPOSED Sewer LINE ACROSS PRIVATE PROPERTY	TRACT NO.
N SCALE: 1" = 200'	Lee Stewart & Berneda Stewart	Fayetteville, Washington County ARKANSAS	I-1-5

Water/sewer Easemt
C. 1. Page 6



* Forced Main, according to as builts, is typically parallel to and 16 ft. South of Gravity line

Data and Deed Call Listing of File: ARK-OAK.DES

Tract 1: 0.000 Acres: 0 Sq Feet: 0.0 Sq Meters: Closure = s02.1544w 1081.00 feet: Precision =1/ 1: Perimeter = 1081 feet
Tract 2: 15.037 Acres: 60852.2 Sq Meters: No significant closure error. : Perimeter = 3965 feet
Tract 3: 3.714 Acres: 161795 Sq Feet: 15031.2 Sq Meters: Closure = n66.4725w 2.04 feet: Precision =1/800: Perimeter = 1635 feet
Tract 4: 3.291 Acres: 143366 Sq Feet: 13319.1 Sq Meters: No significant closure error. : Perimeter = 1547 feet
Tract 5: 0.505 Acres: 21983 Sq Feet: 2042.3 Sq Meters: Closure = n39.4224w 0.02 feet: Precision =1/57589: Perimeter = 983 feet
Tract 6: 0.503 Acres: 21928 Sq Feet: 2037.2 Sq Meters: No significant closure error. : Perimeter = 981 feet

001=N02.1544E 1081
002=@2
003=N02.1544E 1563.28
004=S87.2946E 419.00
005=S02.1544W 1563.28
006=N87.2946W 419.00
007=@4 GR CL
008=S02.1544W 326.00
009=N79.4608E 9.62
010=S70.2743E 430.98
011=n02.1533e 449.41
012=N87.2946W 419.00
013=@4 Old Esmt. CL
014=S02.1544W 280.00
015=N79.1117E 7.10
016=S70.0243E 432.54
017=n02.1543e 408.08
018=N87.2946W 419.00
019=@4 Old Esmt.
020=/S02.1544W 280.00
021=s02.1544w 25.67
022=n79.1117e 6.03
023=s70.0243e 433.64
024=n02.1544e 52.48
025=n70.0243w 431.44
026=s79.1117w 8.17
027=s02.1544w 25.67
028=@4 New Easement
029=/s02.1544W 326.00
030=s02.1544w 33.91
031=n78.5529e 8.41
032=s70.2743e 430.21
033=n02.1544e 52.36
034=n70.2743w 428.35
035=s78.5529w 10.24
036=s02.1544w 17.47

December 27, 1999

Ms. Berneda King
P.O. Box 4373
Fayetteville, AR 72702

RE: Your Property on Mt. Comfort Road
Sewer Easement

Dear Ms. King:

You are owner of approximately 32.25 acres in the W1/2-SE1/4-1-16-31, South of Mt. Comfort Road. In 1973, you granted the City of Fayetteville a 50 foot wide Water/Sewer Easement close to Hamstring Creek. In 1976, the City constructed a gravity sewer line and a forced main sewer line along the creek. Across your property, and the 15 acre tract to your West, it appears that both of these sewer lines were constructed south (toward the creek) of the described easement area Such that clouds do not remain on the titles to these properties, it is the intention of the City, by the enclosed documentation, to rewrite the 50 ft. easement where the lines actually are constructed.

Please find herewith a diagram which illustrates where the original easement lay by description. The original easement covered the original 47.25 acre tract. In 1974, subsequent to the easement, you sold the West 15.0 acres. Currently, this western tract is owned by Arkansas Oaks, Inc, a part of Bridgeport Development, and we will be acquiring another easement from them for the corrective measures to be made across that property. Accordingly, the easement included herewith is for the East 32.25 acres.

The attached diagrams include both the old easement and the new easement. It is noted the North line of the new easement almost corresponds with the South line of the old easement. Basically, it moves the easement almost 50 feet closer to the creek. On the new easement, the gravity sewer, as surveyed between the manholes on the ground, will be about 17 feet from the North line of the easement. The forced main is about 16 feet South of the Gravity line and the South line of the easement will be 17 feet South of the forced main.

Once we have the new easements executed and returned to this office, the City proposes to request the City Council to vacate the original easement (Book 856 at Page 720), thus clearing any title cloud as far as this easement or the constructed lines are concerned.

Please sign the enclosed proposed easement document, have it notarized and return same to this office in the envelope provided. Your title insurance company or abstractor will get copies of the new easements and vacation of the old one. If you wish to have this office witness your signature and notarize the document, please give us a call at 444-3414 or 444-3407 and we will meet with you at your convenience.

We appreciate your cooperation in this matter.

Sincerely,

Edward D. Connell
City Land Agent

\edc

Project No. (1974)
Hamstring Creek Sewer
Parcel No. 001-11399-000
Tract No. I-1-5

FILED FOR RECORD

'99 DEC 30 AM 10 31

WASHINGTON CO AR
K. HARNESS

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT I, **Berneda Cordelia Stewart King**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

A part of the West-half (W½) of the Southeast Quarter(SE¼)of Section One (1) in Township Sixteen (16) North, Range Thirty-one (31) West, bounded and described as follows: Beginning at a point 1081 feet North and 419 feet East of the Southwest corner of said quarter section and running East 901 feet; thence North 1559 feet; thence West 901 feet; thence South 1559 feet to the Point of Beginning, except that part lying North of the road running along the North line thereof. Subject to all public and private roads and easements.

PERMANENT WATER/SEWER EASEMENT DESCRIPTION:

A permanent easement 50 feet in width, said easement being 17 feet North of and 33 feet South of the centerline of a gravity sewer line, installed in 1976, said centerline being more particularly described as follows, to-wit: Beginning at a point on the West quarter section line of the property described hereinabove, said point being South 02° 15′ 44" West 326.00 feet from the Northwest corner of said quarter section; thence North 79° 46′ 08" East 8.63 feet; thence South 70° 27′ 43" East 431.14 feet; thence South 69° 45′ 37" East 271.72 feet; thence South 70° 11′ 54" East 293.51 feet; thence South 70° 19′ 59" East 276.70 feet; thence North 77° 59′ 53" East 100.78 feet to a point on the East line of the property first described hereinabove and being the end of this easement, said point being approximately 676 feet South of the Northeast corner of the West-half (W½) of the Southeast Quarter of said Section One, and containing 1.09 acres, more or less.

The bearings for this easement description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property,

together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons. One thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

It is expressly understood that the above easement shall exclude any permanent structure located within said easement area at the time of the execution of this document.

The Grantor agrees not to erect any buildings or structures in said permanent easement other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantors by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

99115154

WITNESS the execution hereof on this the 29th day of DECEMBER, In the year ~~2000~~ 1999

Berneda Cordelia Stewart King
Berneda Cordelia Stewart King

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Berneda Cordelia Stewart King, a.k.a. Berneda Stewart, a.k.a. Berneda Cordelia Stewart**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that **she** had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 29th day of DECEMBER, in the year ~~2000.~~ 1999

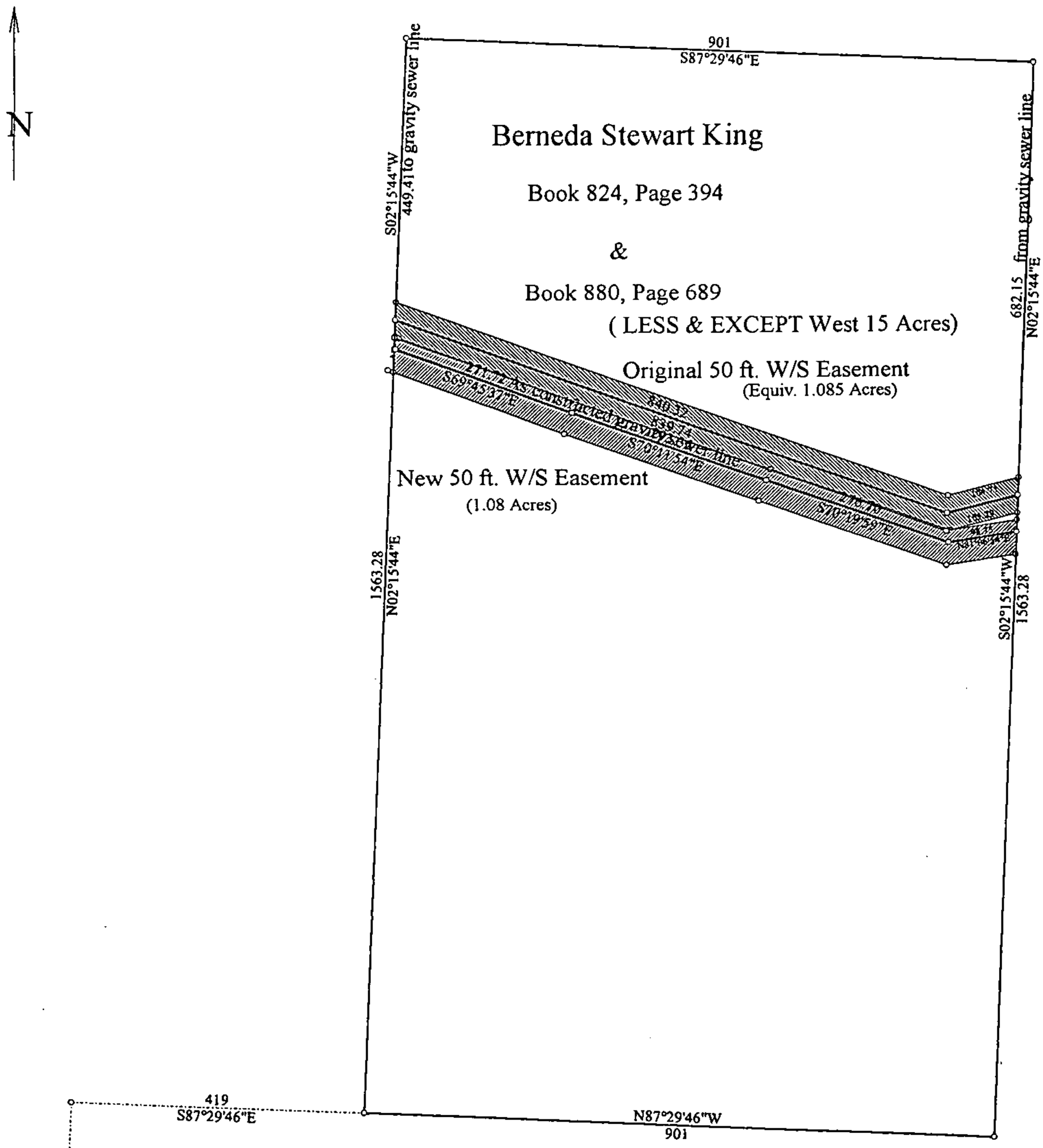
Edward D. Connell
Notary Public

EDWARD D. CONNELL
NOTARY PUBLIC
WASHINGTON COUNTY, ARKANSAS

MY COMMISSION EXPIRES:

05-01-2002

99115155


N
901
S87°29'46"E
S02°15'44"W
449.41 to gravity sewer line
682.15 from gravity sewer line
N02°15'44"E
Berneda Stewart King
Book 824, Page 394
&
Book 880, Page 689
(LESS & EXCEPT West 15 Acres)
Original 50 ft. W/S Easement
(Equiv. 1.085 Acres)
New 50 ft. W/S Easement
(1.08 Acres)
840.32
839.74
S69°45'37"E
S70°11'54"E
276.70
S70°19'59"E
1563.28
N02°15'44"E
S02°15'44"W
1563.28
419
S87°29'46"E
N87°29'46"W
901

Data and Deed Call Listing of File: KING-SWR.DES

+Tract 1: 0.000 Acres: 0 Sq Feet: 0.0 Sq Meters: Closure = s23.2849w 1157.71 feet: Precision =1/ 1: Perimeter = 1500 feet
Tract 2: 32.335 Acres: 130854.1 Sq Meters: No significant closure error. : Perimeter = 4929 feet
Tract 3: 12.181 Acres: 49293.7 Sq Meters: No significant closure error. : Perimeter = 2975 feet
Tract 4: 1.082 Acres: 47123 Sq Feet: 4377.9 Sq Meters: Closure = s65.5545e 0.01 feet: Precision =1/195538: Perimeter = 2005 feet
-Tract 5: 11.284 Acres: 45666.2 Sq Meters: No significant closure error. : Perimeter = 2882 feet
Tract 6: 1.085 Acres: 47250 Sq Feet: 4389.7 Sq Meters: No significant closure error. : Perimeter = 1995 feet
Net Area= -11.284 Acres: -491548 Sq Feet: -45666.2 Sq Meters

001=N02.1544E 1081
002=S87.2946E 419
003=@3
004=N02.1544E 1563.28
005=S87.2946E 901
006=S02.1544W 1563.28
007=N87.2946W 901
008=@5
009=S02.1544W 449.41
010=S70.2743E 2.00
011=S69.4537E 271.72
012=S70.1154E 293.35
013=S70.1959E 276.70
014=N81.0654E 98.75
015=N02.1544E 682.15
016=**N87.2946W 901
017=@5
018=/S02.1544W 449.41
019=s02.1544w 34.56
020=n70.2743w 8.47
021=s69.4537e 271.64
022=s70.1154e 293.51
023=s70.1959e 285.14
024=n81.0654e 100.64
025=n02.1544e 50.96
026=s81.0654w 97.77
027=n70.1959w 272.35
028=n70.1154w 293.27
029=n69.4537w 271.76
030=n70.2743w 7.39
031=s02.1544w 17.80
032=@5 old-esm CL
033=S02.1544W 407.49
034=S70.0243E 840.03
035=N75.4743E 105
036=n02.1544e 628.67
037=N87.2740W 901
038=@5
039=/S02.1544W 407.49
040=*s02.1544w 26.24
041=*s70.0243e 839.74
042=*n75.4743e 105.29
043=*n02.1544e 52.14
044=*s75.4743w 104.71
045=*n70.0243w 840.32
046=*s02.1544w 26.24

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

December 27, 1999

Mr. Richard Doyle
Arkansas Oaks, Inc.
2100 Freedom Place
Fayetteville, AR 72704

RE: 15 Acre Tract of Land on Mt. Comfort Road
Sewer Easement

Dear Mr.. Doyle:

Arkansas Oaks, Inc. is the owner of approximately 15 acres in the W1/2-SE1/4-1-16-31, South of Mt. Comfort Road. In 1973, the City of Fayetteville was granted a 50 foot wide Water/Sewer Easement close to Hamstring Creek. In 1976, the City constructed a gravity sewer line and a forced main sewer line along the creek. Across the subject property, and the 32 acre tract to the East, it appears that both of these sewer lines were constructed south (toward the creek) of the described easement area Such that clouds do not remain on the titles to these properties, it is the intention of the City, by the enclosed documentation, to rewrite the 50 ft. easement where the lines actually are constructed.

Please find herewith a diagram which illustrates where the original easement lay by description. The original easement covered the original 47.25 acre tract. In 1974, subsequent to the easement, the West 15.0 acres was sold and is currently owned by Arkansas Oaks, Inc. The City will be acquiring another easement from Ms. King for the corrective measures to be made across that property. Accordingly, the easement included herewith is for the West 15.00 acres.

The attached diagrams include both the old easement and the new easement. It is noted that the North line of the new easement almost corresponds with the South line of the old easement. Basically, it moves the easement almost 50 feet closer to the creek. On the new easement, the gravity sewer, as surveyed between the manholes on the ground, will be about 17 feet from the North line of the easement. The forced main is about 16 feet South of the gravity line and the South line of the easement will be 17 feet South of the forced main.

Once we have the new easements executed and returned to this office, the City proposes to request the City Council to vacate the original easement (Book 856 at Page 720), thus clearing any title cloud as far as this easement or the constructed lines are concerned.

As president, please sign the enclosed proposed easement document, have it notarized and return same to this office in the envelope provided. It is also necessary to have the Secretary of the corporation sign the document. If you wish to have this office witness your signature and notarize the document, please give us a call at 444-3414 or 444-3407 and we will meet with you at your convenience.

We appreciate your cooperation in this matter.

Sincerely,

Ed Connell

Edward D. Connell
City Land Agent

cc: Doug Hemminway

113 WEST MOUNTAIN 72701 501 521-7700
FAX 501 575-8257

Water/sewer Easemt
C. 1. Page 14

RIGHT OF WAY GRANT

NO. I-1

STATE OF ARKANSAS
COUNTY OF WASHINGTON } KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of .....

and other valuable considerations to the undersigned, ... Berneda Stewart, in her own right

paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND CONVEY unto the City of Fayetteville, Arkansas, a municipal corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, lay, remove, relay, enlarge and operate a water and/or sewer pipe line or lines, XXXXXXXXXXXXXXXX, and appurtenances thereto, on, over, across, and under the following described real estate, to-wit:

Property Description:
As recorded in Book 842, page 394. Part of the W½ of the SE¼ of Section 1, T-16-N, R-31-W.

Easement:
A permanent easement 50 feet in width, said easement being 25 feet either side of and measured normal to a survey line more particularly described as follows. Beginning at a point approximately 280 feet south of the NW corner of said 80 acre tract, thence north 76° 40' east 7 feet, thence south 72° 34' east 1274 feet, thence north 78° 19' east 105 feet to a point approximately 640 feet south of the NE corner of said 80 acre tract.

The survey line is further identified as the centerline of the first sewer line as constructed. Also, a temporary construction easement of 30 feet width along and parallel with the north side of the above described permanent easement. Property and easement are shown on the attached plat.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, with ingress to and egress from the real estate first hereinabove described for the purpose of constructing, inspecting, maintaining and repairing said lines, manholes and appurtenances of Grantee above described, and the removal, renewal and enlargement of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons, one thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any buildings or structures in said right of way other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this grant in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof this the 4 day of Oct., 1973.

Berneda C. Stewart

ACKNOWLEDGMENT

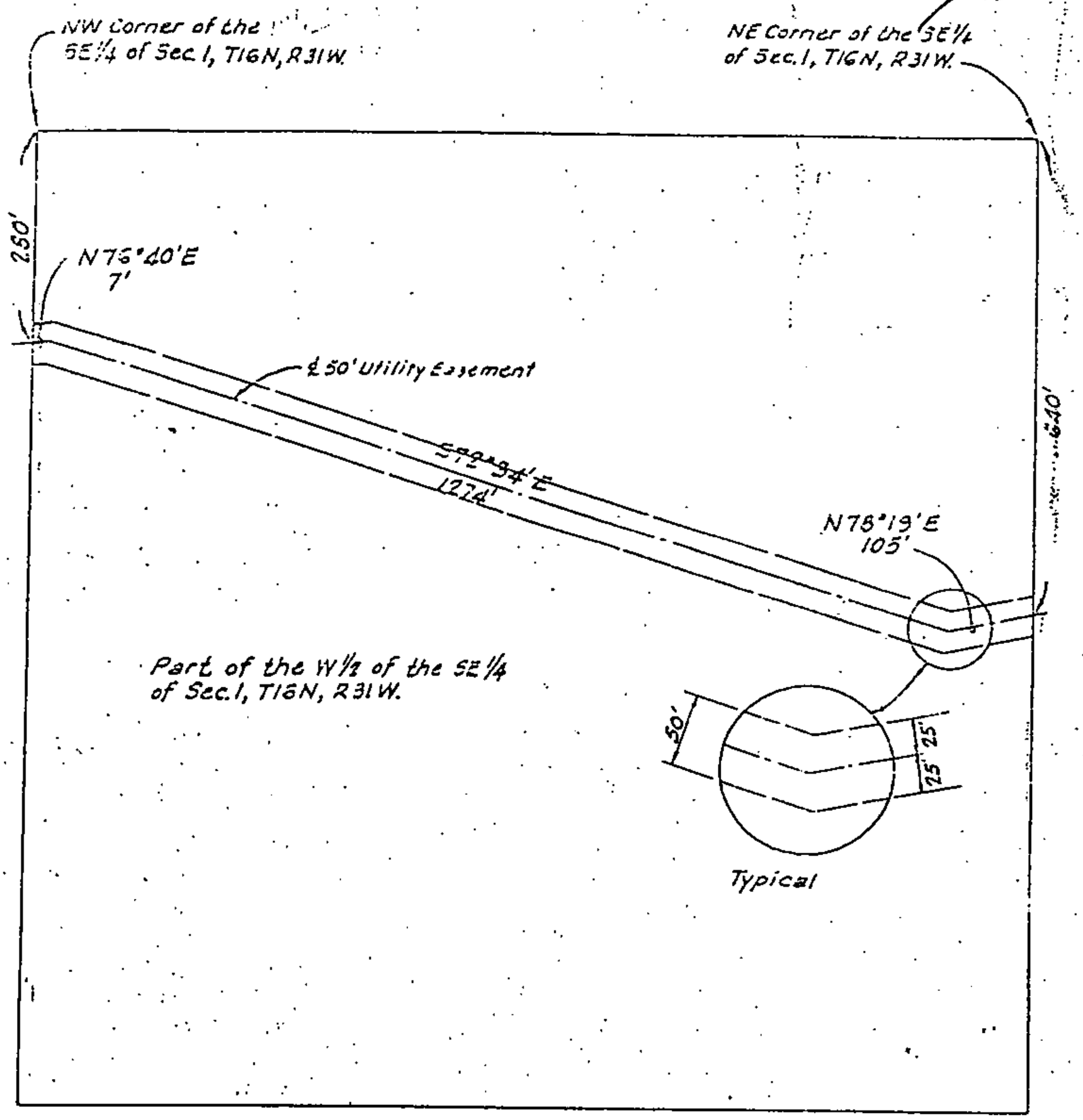
STATE OF ARKANSAS
COUNTY OF WASHINGTON } 856-720

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared ..... Berneda Stewart, to me well known as the person(s) who executed the foregoing Right of Way Grant, and that She had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this 4th day of October, 1973.

Ted M. Connell
Notary Public

My commission expires October 1, 1974



	APPARENT OWNER:	SKETCH SHOWING [illegible] LOCATION OF PROPOSED Sewer LINE ACROSS PRIVATE PROPERTY	TRACT NO.
N	Lee Stewart & Berneda Stewart	Fayetteville, Washington County ARKANSAS	I-1-5
1" = 200'			

Water/sewer Easemt
C. 1. Page 16

74)
k Sewer
Parcel No. 001-11400-000
Pt Orig.Tract No. I-1-5

FILED FOR RECORD

WATER/SEWER EASEMENT

1999 DEC 30 AM 10 31

WASHINGTON CO AR
K. HARNESS

BE IT KNOWN BY THESE PRESENTS:

THAT **Arkansas Oaks, Inc.**, an Arkansas corporation, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

A part of the West-half (W½) of the Southeast Quarter(SE¼)of Section One (1) in Township Sixteen (16) North, Range Thirty-one (31) West, bounded and described as follows: Beginning at a point on the West line of said quarter section, said point being 1081 feet North of the Southwest corner of said quarter section and running East 419 feet; thence North 1559 feet; thence West 419 feet; thence South 1559 feet to the Point of Beginning, except that part lying North of the road running along the North line thereof. Subject to all public and private roads and easements.

PERMANENT WATER/SEWER EASEMENT DESCRIPTION:

A permanent easement 50 feet in width, said easement being 17 feet North of and 33 feet South of the centerline of a gravity sewer line, installed in 1976, said centerline being more particularly described as follows, to-wit: Beginning at a point which is South 02° 15′ 44" West 326.00 feet from the Northwest corner of said quarter section; thence North 78° 55′ 29" East 9.62 feet; thence South 70° 27′ 43" East 428.98 feet to a point on the East line of the property first described hereinabove and being the end of this easement, said point being approximately 449.41 feet South of the Northeast corner of the above described property, and containing 0.50 acres, more or less.

The bearings for this easement description are based on the City of Fayetteville Global Satellite Positioning System, which may vary from the bearing system previously used in describing the subject property,

together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons. One thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

It is expressly understood that the above easement shall exclude any permanent structure located within said easement area at the time of the execution of this document.

The Grantor agrees not to erect any buildings or structures in said permanent easement other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantors by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

99115156

WITNESS the execution hereof on this the 30 day of Dec., 1999.

Arkansas Oaks, Inc..

Perry Butcher, President

Richard Doyle, Vice president & Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

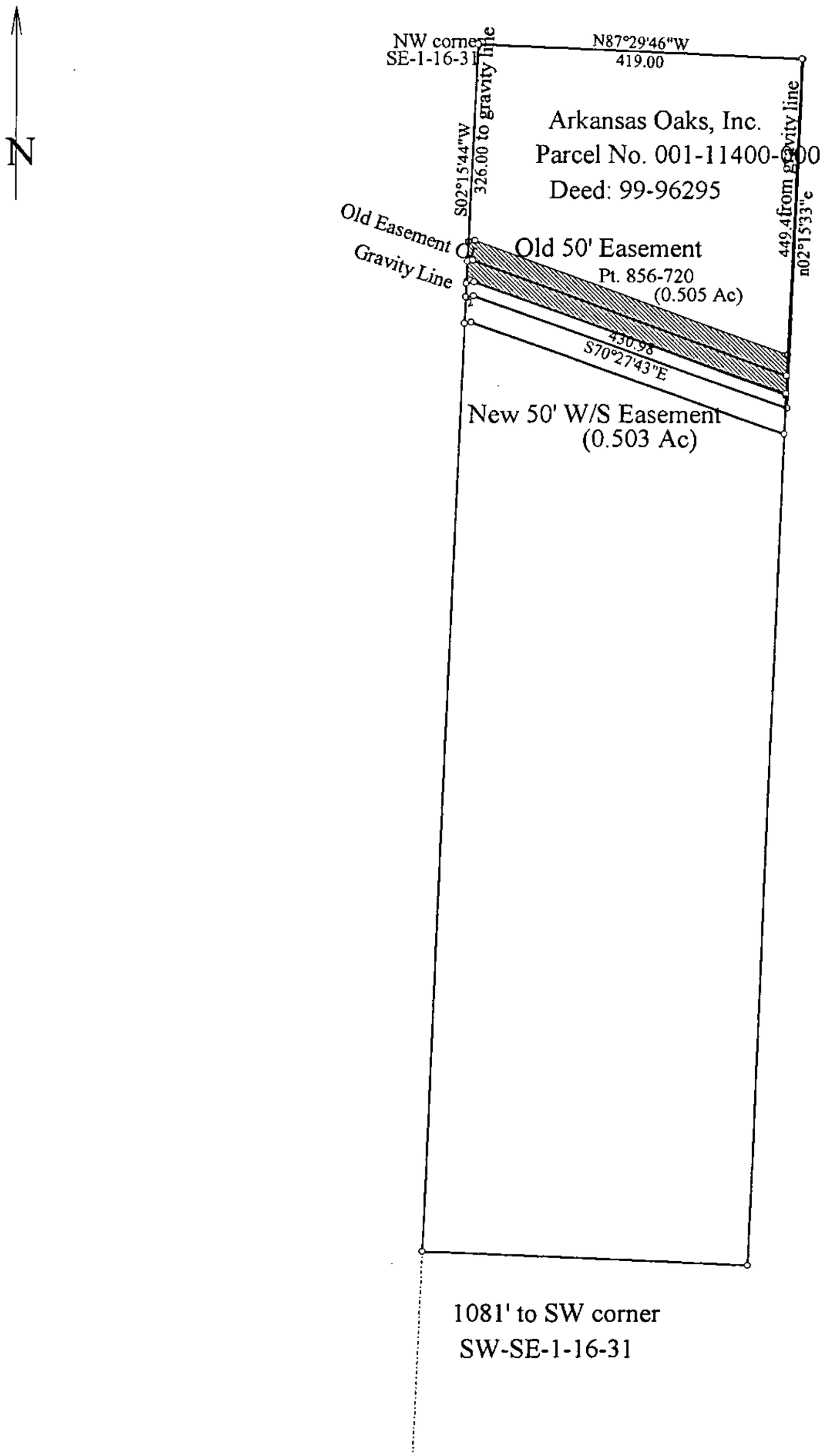
BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Perry Butcher** and **Richard Doyle**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **President** and **Vice President and Secretary** of **Arkansas Oaks, Inc.**, an Arkansas corporation, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 30th day of December, 1999.

Notary Public

MY COMMISSION EXPIRES:

05-01-2000


N
NW corner
SE-1-16-31
N87°29'46"W
419.00
S02°15'44"W
326.00 to gravity line
449.4from gravity line
n02°15'33"e
Arkansas Oaks, Inc.
Parcel No. 001-11400-000
Deed: 99-96295
Old Easement
Gravity Line
Old 50' Easement
Pt. 856-720
(0.505 Ac)
430.98
S70°27'43"E
New 50' W/S Easement
(0.503 Ac)
1081' to SW corner
SW-SE-1-16-31

Data and Deed Call Listing of File: ARK-OAK.DES

Tract 1: 0.000 Acres: 0 Sq Feet: 0.0 Sq Meters: Closure = s02.1544w 1081.00 feet: Precision =1/ 1: Perimeter = 1081 feet
Tract 2: 15.037 Acres: 60852.2 Sq Meters: No significant closure error. : Perimeter = 3965 feet
Tract 3: 3.714 Acres: 161795 Sq Feet: 15031.2 Sq Meters: Closure = n66.4725w 2.04 feet: Precision =1/800: Perimeter = 1635 feet
Tract 4: 3.291 Acres: 143366 Sq Feet: 13319.1 Sq Meters: No significant closure error. : Perimeter = 1547 feet
Tract 5: 0.505 Acres: 21983 Sq Feet: 2042.3 Sq Meters: Closure = n39.4224w 0.02 feet: Precision =1/57589: Perimeter = 983 feet
Tract 6: 0.503 Acres: 21928 Sq Feet: 2037.2 Sq Meters: No significant closure error. : Perimeter = 981 feet

001=N02.1544E 1081
002=@2
003=N02.1544E 1563.28
004=S87.2946E 419.00
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006=N87.2946W 419.00
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009=N79.4608E 9.62
010=S70.2743E 430.98
011=n02.1533e 449.41
012=N87.2946W 419.00
013=@4 Old Esmt. CL
014=S02.1544W 280.00
015=N79.1117E 7.10
016=S70.0243E 432.54
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027=s02.1544w 25.67
028=@4 New Easement
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035=s78.5529w 10.24
036=s02.1544w 17.47

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of March ~~X~~ 21, 2000

FROM:

Ed Connell	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED: Approval of an ordinance authorizing the City Attorney to seek court ordered possession of land, permanent drainage easement area and temporary construction easement area from part of Lots No. 5 & 6, Block No. 10, Ferguson's Addition, being a part of property owned by the Eastate of Lonnie L. And Hazel J. Shook. FOR THE EXTENSION OF 6TH STREET AND THE HWY 71B INTERSECTION IMPROVEMENT

COST TO CITY:

$ 3,350.00	$ 365,649	6th Street Ext. to Huntsville
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5809.00	$ 159,594	
Account Number	Funds Used To Date	Program Name
96044	$ 206,055	Sales Tax CIP
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Emma Gatlin for Marilyn Cramer — Accounting Manager — Date 2/12/00
City Attorney — Date 2/16/00
P Vice — Purchasing Officer — Date 2-17-00

GRANTING AGENCY: _____

Yolanda Fields — Internal Auditor — Date 2-15-00
ADA Coordinator — Date

STAFF RECOMMENDATION: City has no choice but to pursue via the courts due to the circumstances.

Jim Beavers — Division Head — Date 2-11-00
Charles Venable — Department Director — Date 2-17-00
Administrative Services Director — Date 2-18-00
Fred Shoaf — Mayor — Date 2/18/00

Cross Reference

New Item: Yes X No ___

Prev Ord/Res #: _____

Orig Contract Date: _____

STAFF REVIEW FORM

Description Condemnation of Lots 5 & 6, Blk 10, Furegson's Addition, 6th St. Improve Meeting Date 03-07-2000

Comments: **Reference Comments:**

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: February 11, 2000

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor
Charles Venable, Public Works Director cd
Jim Beavers, City Engineer JB

FROM: Ed Connell, City Land Agent EW

RE: 6th Street and 71-B Intersection Improvement
Property of the Estate of Lonnie L. And Hazel J. Shook
NW Corner of Locust and 6th Street
Possession by Power of Eminent Domain

The City is in the final stages of implementing a plan to add a North turn lane to 6th Street, East of the intersection of School Street (Hwy 71-B). Three properties are involved in this improvement, two on the North side of 6th Street and one on the South side. The Eastern most property on the North side is titled in the names of Lonnie L. Shook and Hazel J. Shook. In recent years, the property and building were leased to Franklin Roofing Co.

The City requires the purchase of some additional right of way, as well as, the acquisition of some permanent drainage easement and some temporary construction easement for the implementation of this job. Mr. Shook passed away three or four years ago, with Mrs. Shook being the surviving spouse. Two weeks ago, Mrs. Shook also passed away, leaving no direct heirs to her estate. Since the estate will have to go through Probate to establish ownership on the subject property, staff is hereby requesting Council approval to seek court order possession of the required land purchase and easements. The time required to probate the estate will far exceed what we need in the completion of this project. At this time, we do not know who will function on behalf of the estate.

Attached, please find a copy of an offer letter sent in the name of Mr. and Mrs. Shook (title owners) which outlined the requirements of the City, as well as the offers made for these acquisitions based upon an independent appraisal of such acquisitions. As noted therein, $2,400 was offered for 1,177 ft^2 of land to be acquired in fee simple, $200 for 401 ft^2 of permanent drainage easement and $650 as rental for lands associated with 3,143 ft^2 of temporary construction easement, making a total offer of $3,250. This amount will be deposited with the court and become part of the probate action when that occurs. Last known address of Mr. or Mrs. Shook is shown in the attached letter.

PTION:Wa[illegible]nty Deed; Book 580, Page 352

Lots 1,2,3,4,5 and 6 in Block Numbered 10 of Ferguson's Addition to the City of Fayetteville, Arkansas, as per plat of said Addition on file in the Office of the Circuit Clerk of Washington County, Arkansas.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A part of Lots 5 and 6, Block 10, of Ferguson's Addition to the City of Fayetteville, Arkansas, as per plat of said subdivision recorded in Book 4 at Page 203 in the Office of the Circuit Clerk of Washington County, Arkansas and being more particularly described as follows: Commencing at the Southeast corner of said Lot 6 and running North 01° 07′ 58" East - 10.45 feet along the East line of Lot 6 to the Point of Beginning, said point being where the proposed North right of way line of 6th Street intersects the East line of Lot 6; thence along the East line of said Lot 6 North 01° 07′ 58" East - 10.10 feet; thence leaving the East line of Lot 6 and running North 85° 02′ 54" West - 124.04 feet; thence North 00° 27′ 16" East - 44.25 feet; thence North 89° 32′ 44" West - 19.68 feet to a point on the West line of Lot 5; thence South 01° 07′ 58" West - 10.00 feet to a point on the North line of the proposed Permanent Drainage Easement; thence leaving the West line of Lot 5 and running along said proposed Permanent Drainage Easement line South 89° 32′ 44" East - 9.80 feet; thence South 00° 27′ 16" West - 40.00 feet to a point on the proposed North right of way line of 6th Street; thence along the proposed North right of way line of 6th Street South 00° 27′ 16" West - 13.53 feet: thence South 85° 02′ 54" east - 119.37 feet; thence North 59° 14′ 31"East - 17.01 feet to the Point of Beginning, containing 3,143 ft², more or less,
The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property,

PERMANENT DRAINAGE EASEMENT DESCRIPTION:

A part of Lots 5 and 6, Block 10, of Ferguson's Addition to the City of Fayetteville, Arkansas, as per plat of said subdivision recorded in Book 4 at Page 203 in the Office of the Circuit Clerk of Washington County, Arkansas and being more particularly described as follows: Commencing at the Southwest corner of said Lot 6 and running North 01° 07′ 58" East - 25.67 feet to the Point of Beginning, said point being where the proposed North right of way line of 6th street intersects the West line of Lot 6; thence leaving the proposed North right of way line of 6th Street and running along the West line of lot 6 and 5, North 01° 07′ 58" East - 40.00 feet to a point where the North line of the proposed Permanent Drainage Easement intersects the West line of Lot 5; thence leaving the West line of said Lot 5 and running along the Permanent Drainage Easement line South 89° 32′ 44" East - 9.80 feet to a point on the proposed North right of way line of 6th Street; thence along the proposed North right of way line of 6th Street North 89° 32′ 44" West - 10.27 feet to the Point of Beginning, containing 401 ft², more or less,

The bearings for these descriptions are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property,

FEE SIMPLE ACQUISITION PROPERTY DESCRIPTION:

A part of Lot 6, Block 10 of Ferguson's Addition to the City of Fayetteville, Arkansas, as per plat of said subdivision recorded in Book 4 at Page 203 in the Office of the Circuit Clerk of Washington County, Arkansas and being more particularly described as follows: Beginning at the Southeast corner of said Lot 6 and running West 144 -feet along the South line of said Lot 6; thence North 01° 07′ 58" East - 25.67 feet along the West line of said Lot 6 and the East line of a 12 foot wide alley to a point where the proposed North right of way line intersects the West line of Lot 6; thence leaving the West line of Lot 6 and running along the proposed North right of way line of 6th Street, South 89° 32′ 44" East - 1-.27 feet; thence South 00° 27′ 16" West - 13.53 feet; thence South 85° 02′ 54" East - 119.37 feet; thence North 59° 14′ 31" East - 17.01 feet to a point on the East line of Lot 6; thence South 01° 07′ 58" West -10.45 feet to the Point of Beginning, containing 1,177 ft², more or less.

The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

January 31, 2000

Lonnie L. Shook and Hazel J. Shook
602 West 15th Street
Fayetteville, AR 72701

RE: 6th Street & 71-B Intersection Improvement
Lot #6, Block #10, Ferguson Addition
Tract #1

Dear Mr. and Mrs. Shook:

The City of Fayetteville has finalized the design and is about to begin an improvement to 6th Street, part of which involves an expansion and alignment of the intersection at School Avenue. A right turn lane, off of 6th Street going North onto School is to be installed. This additional lane will also align itself with the North lane of 6th Street, West of School. The City will further provide some additional radius for trucks turning off of School Ave. going East on 6th Street. This additional turn lane will affect the parking lot and front apron (Lot #6, Block 10, Ferguson's Addition) to the building on 6th Street at Locust Ave.

Included, please find a diagram which illustrates the anticipated requirements in terms of fee simple road right of way and temporary construction easement necessary for this project. Most of the intersection work is located on the North side of 6th Street and will affect the South part of your property and the property to the West belonging to Mr. and Mrs. Jr. Mabry. Our engineers have asked for a 20 foot wide Temporary Construction Easement on the North side of the new street right of way to be able to work the area without closing down 6th Street. This Temporary Easement will terminate completely at the end of the project. Another aspect of this project will require the clean-out and improvement of the drainage channel which flows within a 12 foot alley East of the building. The City engineers, however, are requesting a 10 foot wide permanent drainage easement, approximately 40 feet long and adjacent to the alley way, which would provide an improvement within the channel itself and the ability of the City to maintain the channel thereafter.

The City of Fayetteville had an independent appraiser value the anticipated requirements from you on this City project. In the opinion of the appraiser, the functionality of the building and the operation of the commercial facility would not be affected by the land that was required for this project. The appraiser valued the land at $2.00 per square foot ($87,100 per/acre). Permanent Drainage Easement was valued at $0.40/ sq. ft.(20% of land value) while Temporary Construction Easement was valued at $0.20 /sq. ft(10%of land value). The City of Fayetteville hereby offers **$2,400.00** for the fee simple acquisition of 1,177 square feet of street right of way; **$200.00** for 401 Sq. Ft. of drainage easement; and **$650.00** as rental of the lands associated with the Temporary Construction Easement (3,143 feet square); making a total offer amount of **$3,250.00**.

Should you accept this offer, the *Warranty* Deed, *Drainage Easement* and the *Temporary*

113 WEST MOUNTAIN 72701 501 521-7700
FAX 501 575-8257

Construction Easement contained herein should be executed by all parties with current ownership in the particular property. The documents should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness your signatures and notarize such document if you will advise us accordingly. Upon receipt of these documents, a check will be requested and you will be paid the amount indicated in this offer letter.

We anticipate a time frame of 8-10 weeks that the South entry into this business and the parking lot will experience interruption and inconvenience to the operation of the business at this location. The use of the North gate on this property(5th Street) will be necessary to reach the parking areas West of the building. The project will specify that a security fence is to be installed along the North and East boundaries of the Temporary Construction Easement. This fence, or an equivalent new fenceand gate, will be placed on the North and East boundaries of the new right of way and permanent drainage easement lines at the end of the project. The City can only compensate the property owner. Any recompense between lessor and lessee, as a result of City action, must be made between those parties.

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed. The amount of just compensation for the acquisition or use of your property will be determined by an independent appraisal and deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as just compensation, then you may withdraw the amount placed on deposit without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury in the Circuit Court to determine just compensation for your lands condemned. In either event, payment of the estimated just compensation will be made available to you.

We, however, ask that you accept the offer made herein by executing the attached *Warranty Deed, Drainage Easement*, and *Temporary Construction Easement*. Reduced copies of the documents are included herewith for your retention. We can provide you with copies of the recorded documents upon your request and at the appropriate time. Please provide us with a Tax Identification Number (for Corporations) or Social Security Number so that a check can be written. A Vendor Form is provided for this purpose and should be returned to the City.

A City Land Agent will be pleased to meet with you at your convenience and discuss all phases of this project and the associated documents. Please contact Ed Connell at (501) 444-3415, Jill Goddard at (501) 444-3407, or myself at (501) 575-8206, if we can be of assistance.

Sincerely yours,

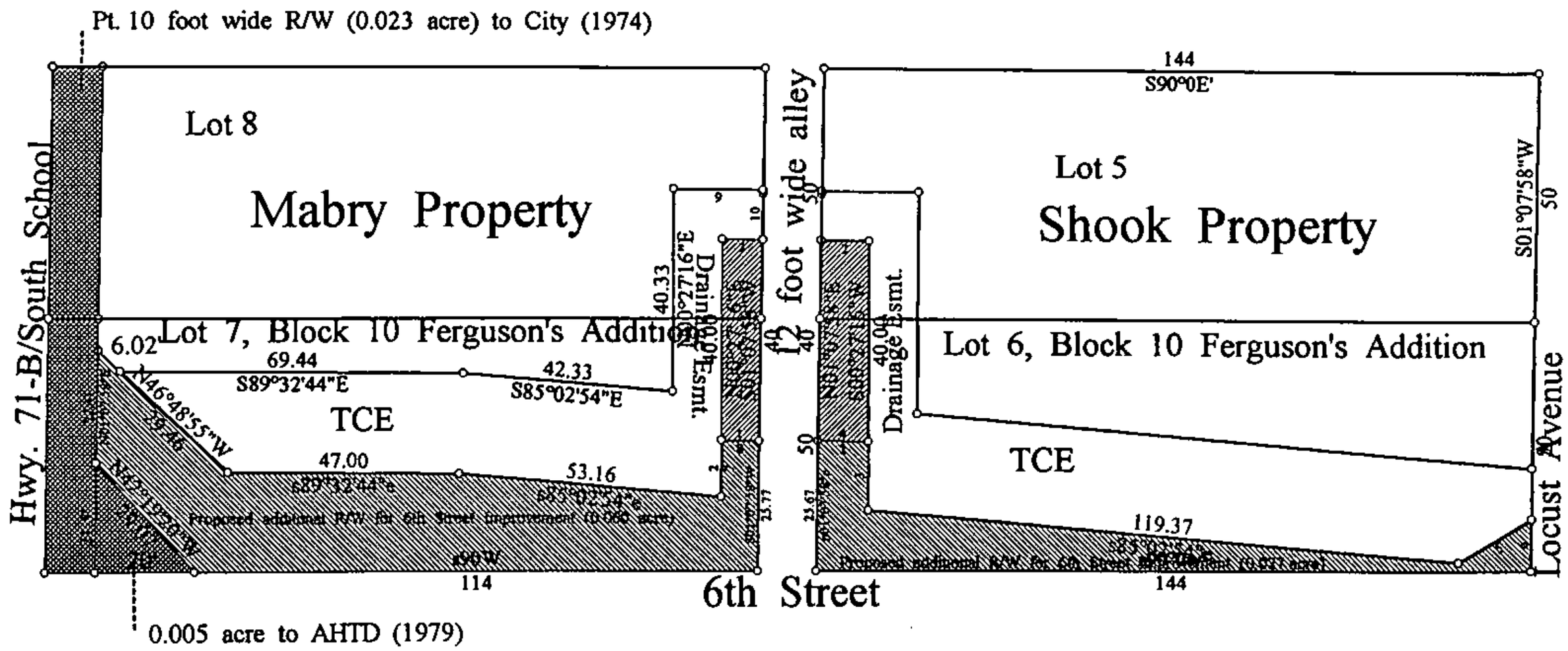
Jim Beavers,
City Engineer

Enclosures

N

Scale: 1"= 40 ft.

6th Street Improvement Project



Data and Deed Call Listing of File: PROJ-NEW.DES

+Tract 1: 0.165 Acres: 7199 Sq Feet: 668.8 Sq Meters: No significant closure error. : Perimeter = 388 feet
Tract 2: 0.000 Acres: 0 Sq Feet: 0.0 Sq Meters: Closure = s01.0758w 75.00 feet: Precision =1/ 1: Perimeter = 75 feet
Tract 3: 0.060 Acres: 2631 Sq Feet: 244.4 Sq Meters: No significant closure error. : Perimeter = 346 feet
Tract 4: 0.165 Acres: 7199 Sq Feet: 668.8 Sq Meters: No significant closure error. : Perimeter = 388 feet
Tract 5: 0.023 Acres: 1000 Sq Feet: 92.9 Sq Meters: No significant closure error. : Perimeter = 220 feet
Tract 6: 0.000 Acres: 0 Sq Feet: 0.0 Sq Meters: Closure = s01.0758w 75.00 feet: Precision =1/ 1: Perimeter = 75 feet
Tract 7: 0.005 Acres: 215 Sq Feet: 20.0 Sq Meters: No significant closure error. : Perimeter = 71 feet
Tract 8: 0.027 Acres: 1176 Sq Feet: 109.3 Sq Meters: No significant closure error. : Perimeter = 340 feet
Tract 9: 0.165 Acres: 7199 Sq Feet: 668.8 Sq Meters: No significant closure error. : Perimeter = 388 feet
Tract 10: 0.018 Acres: 779 Sq Feet: 72.4 Sq Meters: Closure = s01.2447w 40.01 feet: Precision =1/ 8: Perimeter = 329 feet
Tract 11: 0.007 Acres: 318 Sq Feet: 29.6 Sq Meters: No significant closure error. : Perimeter = 96 feet
Tract 12: 0.009 Acres: 401 Sq Feet: 37.3 Sq Meters: No significant closure error. : Perimeter = 100 feet
-Tract 13: 0.072 Acres: 3144 Sq Feet: 292.1 Sq Meters: No significant closure error. : Perimeter = 408 feet
Tract 14: 0.165 Acres: 7199 Sq Feet: 668.8 Sq Meters: No significant closure error. : Perimeter = 388 feet
Net Area= 0.093 Acres: 4054 Sq Feet: 376.7 Sq Meters

001=S90W 114
002=s90.0w 20
003=s90.0w 10.00
004=n01.0758e 50
005=s90.0E 10.00
006=s90.0e 134.00
007=s01.0758w 50
008=@1
009=N01.0758E 75
010=@1NEW ROW #7
011=s90W 114
012=N42.1920W 29.07
013=N01.0758E 22.41
014=**s46.4855e 35.48
015=s89.3244e 47.00
016=s85.0254e 53.16
017=N00.2716E 11.17
018=S89.3244E 7.72
019=S01.0758W 25.77
020=@5
021=N01.0758E 50
022=S90e 144
023=S01.0758W 50
024=N90w 144
025=@4
026=S90E 10
027=N01.0758E 100
028=N90W 10
029=S01.0758W 100
030=@1
031=/s90.0E 12
032=n01.0758e 75
033=@1
034=/n90.0w 114
035=n90.0w 20
036=n01.0758e 21.5
037=**s42.1920e 29.07
038=@32 N.ROW #6
039=n01.0758e 25.67
040=s89.3244e 10.27
041=s0.2716w 13.53
042=s85.0254e 119.37
043=n59.1431e 17.01
044=s01.0758W 10.45
045=n90.0w 144
046=@32 Lot 6
047=*n01.0758e 50
048=**n90.0e 144
049=*s01.0758w 50
050=s90.0w 144
051=@1TCE #7
052=/N01.0758E 25.77
053=N89.3244W 7.72
054=S00.2716W 11.17
055=**N85.0254W 53.16
056=**N89.3244W 47.00
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065=N89.3244W 7.72
066=N00.2716E 40.00
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068=S01.0758W 40
069=@1Drainage #6
070=/S90.0E 12
071=/N01.0758E 25.67
072=N01.0758E 40
073=s89.3343e 9.80
074=S00.2716W 40.00
075=N89.3244W 10.27
076=@1 TCE-#6
077=/S90.0E 12
078=/N01.0758E 65.67
079=N01.0758E 10
080=S89.3244E 19.68
081=S00.2716W 44.25
082=S85.0254E 124.04
083=S01.0758W 10.10
084=S59.1431W 17.01
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086=N00.2716E 13.53
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088=n89.3244w 9.79
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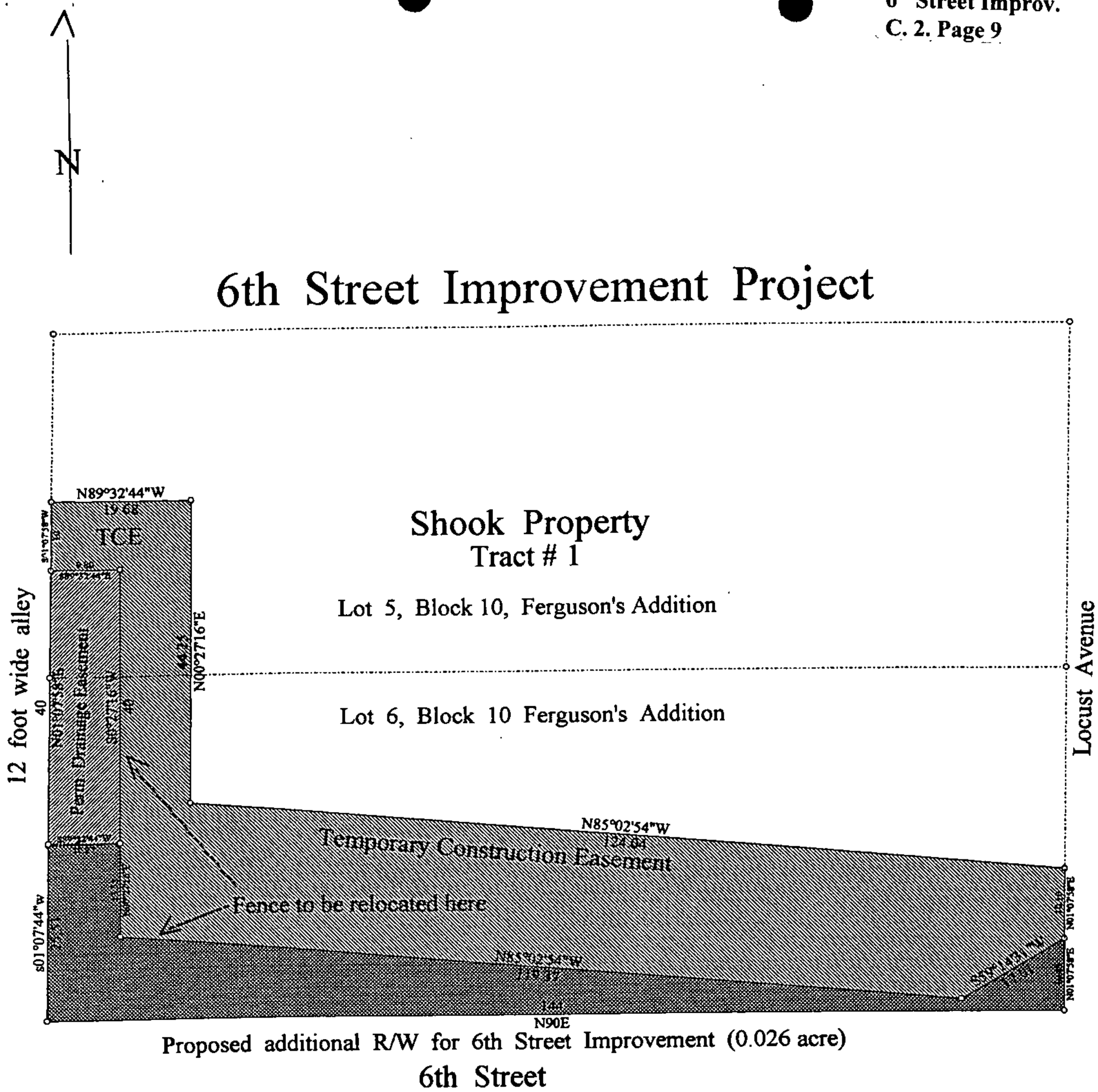
093=S01.0758W 50
094=**N90.0W 144


N
6th Street Improvement Project
Shook Property
Tract # 1
Lot 5, Block 10, Ferguson's Addition
Lot 6, Block 10 Ferguson's Addition
N89°32'44"W
19.68
TCE
12 foot wide alley
Perm Drainage Easement
N00°27'16"E
44.25
N01°07'58"E
S00°27'16"W
40
Locust Avenue
N85°02'54"W
124.04
Temporary Construction Easement
Fence to be relocated here
S01°07'44"W
N85°02'54"W
136.37
144
N90E
Proposed additional R/W for 6th Street Improvement (0.026 acre)
6th Street

Data and Deed Call Listing of File: LOT6-NEW.DES

Tract 1: 0.027 Acres: 1176 Sq Feet: 109.2 Sq Meters: No significant closure error. : Perimeter = 340 feet
Tract 2: 0.165 Acres: 7199 Sq Feet: 668.8 Sq Meters: No significant closure error. : Perimeter = 388 feet
Tract 3: 0.072 Acres: 3143 Sq Feet: 292.0 Sq Meters: No significant closure error. : Perimeter = 408 feet
Tract 4: 0.165 Acres: 7199 Sq Feet: 668.8 Sq Meters: No significant closure error. : Perimeter = 388 feet
Tract 5: 0.009 Acres: 401 Sq Feet: 37.3 Sq Meters: No significant closure error. : Perimeter = 100 feet

001=N90E 144
002=N01.0758E 10.45
003=S59.1431W 17.01
004=N85.0254W 119.37
005=N00.2716E 13.53
006=S89.3244W 10.27
007=s01.0744w 25.51
008=@1Lot 6
009=S90.0e 144
010=N01.0758E 50
011=N90.0w 144
012=S01.0758W 50
013=@3 TCE
014=N01.0758E 10.10
015=N85.0254W 124.04
016=N00.2716E 44.25
017=N89.3244W 19.68
018=S01.0758W 10
019=S89.3244E 9.80
020=S0.2716W 40
021=**S0.2716W 13.53
022=**S85.0254E 119.37
023=**N59.1431E 17.0
024=@1 Lot 5
025=/N01.0758E 50
026=N01.0758E 50
027=S90.0E 144
028=S01.0758W 50
029=s90.0000w 144.00
030=@1 Drain Esmt.
031=/N01.0758E 25.67
032=N01.0758E 40
033=**S89.3244E 9.80
034=**S00.2716W 40.0
035=**N89.3244W 10.27

APPRAISAL REPORT
FOR
CITY OF FAYETTEVILLE
Limited Summary Appraisal Report

PROJECT Sixth Street & School Ave. Improvements (Project No. 96044)
COUNTY Washington

PARCEL # 765-05447-000

LOCATION 302 W. 6th St., Fayetteville, AR
FEE OWNER Lonnie L. and Hazel J. Shook
ADDRESS 602 West 15th Street, Fayetteville, AR 72701

ESTATE APPRAISED Fee Simple

AREA OF WHOLE .99 acres **AREA OF RESIDUAL** .963 acres

AREA OF PERMANENT R-O-W ACQUISITION 1,177 sq. ft. or .027 Ac.
(Descriptions attached)

Permanent Drainage Easement 401 sq. ft. or .009 acre

Temporary Construction Easement 3,143 sq. ft. or .07 Ac.

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY:

Before		
Land	$ 86,400	
Improvements	$ NA	
Total		$ 86,400
After		
Land	$ 84,000	
Improvements	$ NA	
Total		$ 84,000

FAIR MARKET VALUE OF PERMANENT R-O-W ACQUISITION **$ 2,400**

As of 11th *day of November 1999*

ALLOCATION OF F.M.V. OF TOTAL ACQUISITION

R-O-W	1,177 SF @ $2.00/SF	= $ 2,354	Say $ 2,400
Drainage Esmt.	401 SF @ $2.00/SF x .20	= $ 160	Say $ 200
T.C.E.*	3,143 SF @ $2.00/SF x .10 x 1	= $ 629	Say $ 650
Trees	None		$ 0
Improvements:	None		$ 0
Total R-O-W, D.E., T.C.E., & Improvements			$ 3,250
Damages or Benefits:	None		$ 0
Total Compensation			$ 3,250

ATTACHMENTS:

X Certificate of Appraiser
X Photographs
X Site, Improvement, H&B Use Narrative
X Legal Descriptions
X Market Data Approach
X Survey
X Tax Assessment Card

Appraiser, Mark E. Risk GAA, #CG0202

STATE CERTIFIED GENERAL No. CG0202 MARK E. RISK

* Drainage Easement value is based upon 20% of fee simple land value.

** Temporary Construction Easement (T.C.E.) value is based upon the fee simple land value multiplied times the Current Yield on 1 Year CDs for a 1 year period plus a premium for inconvenience.

West 6th Street Improvement
Parcel No. 765-05447-000
Tract No. 1

WARRANTY DEED

HUSBAND AND WIFE
(With Relinquishment of Curtesy and Dower)

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **Lonnie L. Shook and Hazel J. Shook**, husband and wife, hereinafter called GRANTORS, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

A part of Lot 6, Block 10 of Ferguson's Addition to the City of Fayetteville, Arkansas, as per plat of said subdivision recorded in Book 4 at Page 203 in the Office of the Circuit Clerk of Washington County, Arkansas and being more particularly described as follows: Beginning at the Southeast corner of said Lot 6 and running West 144 -feet along the South line of said Lot 6; thence North 01° 07′ 58" East - 25.67 feet along the West line of said Lot 6 and the East line of a 12 foot wide alley to a point where the proposed North right of way line intersects the West line of Lot 6; thence leaving the West line of Lot 6 and running along the proposed North right of way line of 6th Street, South 89° 32′ 44" East - 1-.27 feet; thence South 00° 27′ 16" West - 13.53 feet; thence South 85° 02′ 54" East - 119.37 feet; thence North 59° 14′ 31" East - 17.01 feet to a point on the East line of Lot 6; thence South 01° 07′ 58" West -10.45 feet to the Point of Beginning, containing 1,177 ft^2, more or less.
The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantors, hereby covenant that they are lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantors will forever warrant and defend the title to the said lands against all legal claims whatever.

And we, the respective Grantors, hereby release and relinquish unto the said Grantee our respective rights of dower/curtesy and homestead in and to said lands.

WITNESS the execution hereof on this _____ day of _____, 1999.

Lonnie L. Shook

Hazel J. Shook

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Lonnie L. Shook and Hazel J. Shook**, husband and wife, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 1999.

Notary Public

MY COMMISSION EXPIRES:

_____

Project No. 96044
Project: West 6th Street Improvement
Parcel No. 765-05447-000
Tract No. 1

DRAINAGE EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **Lonnie L. Shook and Hazel J. Shook**, husband and wife, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to excavate, construct, maintain, repair and/or replace an earthen retaining levy, drainage tile area, open ditch, concrete channel and/or concrete inlet box on, over, and through the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: Warranty Deed, Book 580, Page 352

Lots 1,2,3,4,5 and 6, Block 10, Ferguson's Addition to the City of Fayetteville, Arkansas, as per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

PERMANENT DRAINAGE EASEMENT DESCRIPTION:

A part of Lots 5 and 6, Block 10, of Ferguson's Addition to the City of Fayetteville, Arkansas, as per plat of said subdivision recorded in Book 4 at Page 203 in the Office of the Circuit Clerk of Washington County, Arkansas and being more particularly described as follows: Commencing at the Southwest corner of said Lot 6 and running North 01° 07′ 58" East - 25.67 feet to the Point of Beginning, said point being where the proposed North right of way line of 6th street intersects the West line of Lot 6; thence leaving the proposed North right of way line of 6th Street and running along the West line of lot 6 and 5, North 01° 07′ 58" East - 40.00 feet to a point where the North line of the proposed Permanent Drainage Easement intersects the West line of Lot 5; thence leaving the West line of said Lot 5 and running along the Permanent Drainage Easement line South 89° 32′ 44" East - 9.80 feet to a point on the proposed North right of way line of 6th Street; thence along the proposed North right of way line of 6th Street North 89° 32′ 44" West - 10.27 feet to the Point of Beginning, containing 401 ft^2, more or less,

The bearings for these descriptions are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property,

together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to pay any damages which may arise to growing crops or fences from the above described construction, maintenance and operation as determined by three disinterested persons. One of whom shall be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any buildings or structures in said permanent easement other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional drainage structures within the above described permanent easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 1999.

_____ _____

Lonnie L. Shook Hazel J. Shook

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Lonnie L. Shook and Hazel J. Shook**, husband and wife, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that **they** had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 1999.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

Project No. 96044
West 6th Street Improvement
Parcel No. 765-05448-000
Tract No. 1

TEMPORARY CONSTRUCTION EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, Lonnie L. Shook and Hazel J. Shook, husband and wife, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a temporary construction easement on, over, and through the following described land situated in the County of Washington, State of Arkansas, for construction purposes necessary in the with widening of 6th Street, to-wit:

PROPERTY DESCRIPTION:Warranty Deed; Book 580, Page 352

Lots 1,2,3,4,5 and 6 in Block Numbered 10 of Ferguson's Addition to the City of Fayetteville, Arkansas, as per plat of said Addition on file in the Office of the Circuit Clerk of Washington County, Arkansas.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A part of Lots 5 and 6, Block 10, of Ferguson's Addition to the City of Fayetteville, Arkansas, as per plat of said subdivision recorded in Book 4 at Page 203 in the Office of the Circuit Clerk of Washington County, Arkansas and being more particularly described as follows: Commencing at the Southeast corner of said Lot 6 and running North 01° 07′ 58" East - 10.45 feet along the East line of Lot 6 to the Point of Beginning, said point being where the proposed North right of way line of 6th Street intersects the East line of Lot 6; thence along the East line of said Lot 6 North 01° 07′ 58" East - 10.10 feet; thence leaving the East line of Lot 6 and running North 85° 02′ 54" West - 124.04 feet; thence North 00° 27′ 16" East - 44.25 feet; thence North 89° 32′ 44" West - 19.68 feet to a point on the West line of Lot 5; thence South 01° 07′ 58" West - 10.00 feet to a point on the North line of the proposed Permanent Drainage Easement; thence leaving the West line of Lot 5 and running along said proposed Permanent Drainage Easement line South 89° 32′ 44" East - 9.80 feet; thence South 00° 27′ 16" West - 40.00 feet to a point on the proposed North right of way line of 6th Street; thence along the proposed North right of way line of 6th Street South 00° 27′ 16" West - 13.53 feet: thence South 85° 02′ 54" east - 119.37 feet; thence North 59° 14′ 31"East - 17.01 feet to the Point of Beginning, containing 3,143 ft^2, more or less,
The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property,

together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction easement shall exclude any permanent structure presently located within said temporary construction easement area.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The consideration first above recited as being paid to the Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this _____ day of _____, 1999.

_____ _____
Lonnie L. Shook Hazel J. Shook

Temporary Construction Easement
Lonnie L. Shook and Hazel J. Shook
West 6th Street Improvement
Tract 1

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Lonnie L. Shook and Hazel J. Shook**, husband and wife, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that **they** had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 1999.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

FAYETTEVILLE

PLEASE RETURN TO:
CITY OF FAYETTEVILLE
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701
(501) 444-3414
FAX: (501) 575-8316

THE CITY OF FAYETTEVILLE, ARKANSAS

VENDOR FORM

Vendor # _____
(For Office Use Only)

According to the Federal Income Tax Law, the City is required to obtain the information listed below from all individuals and companies with whom we do business. Failure to comply may subject you and/or your company to certain penalties, as well as withholding tax.

Please complete the following:

_____ Sole Proprietorship
_____ Corporation
_____ Partnership
_____ Tax-exempt organization under Section 501(a)
_____ Foreign Government
X Individual
_____ Other (please explain)

Tax Identification number:

_____ Federal employer identification number

OR

X_____ Social Security number (for individual or sole proprietors)

I certify that the above information is true and correct.

Lonnie L. Shook / Hazel J. Shook
Name of Individual or Business

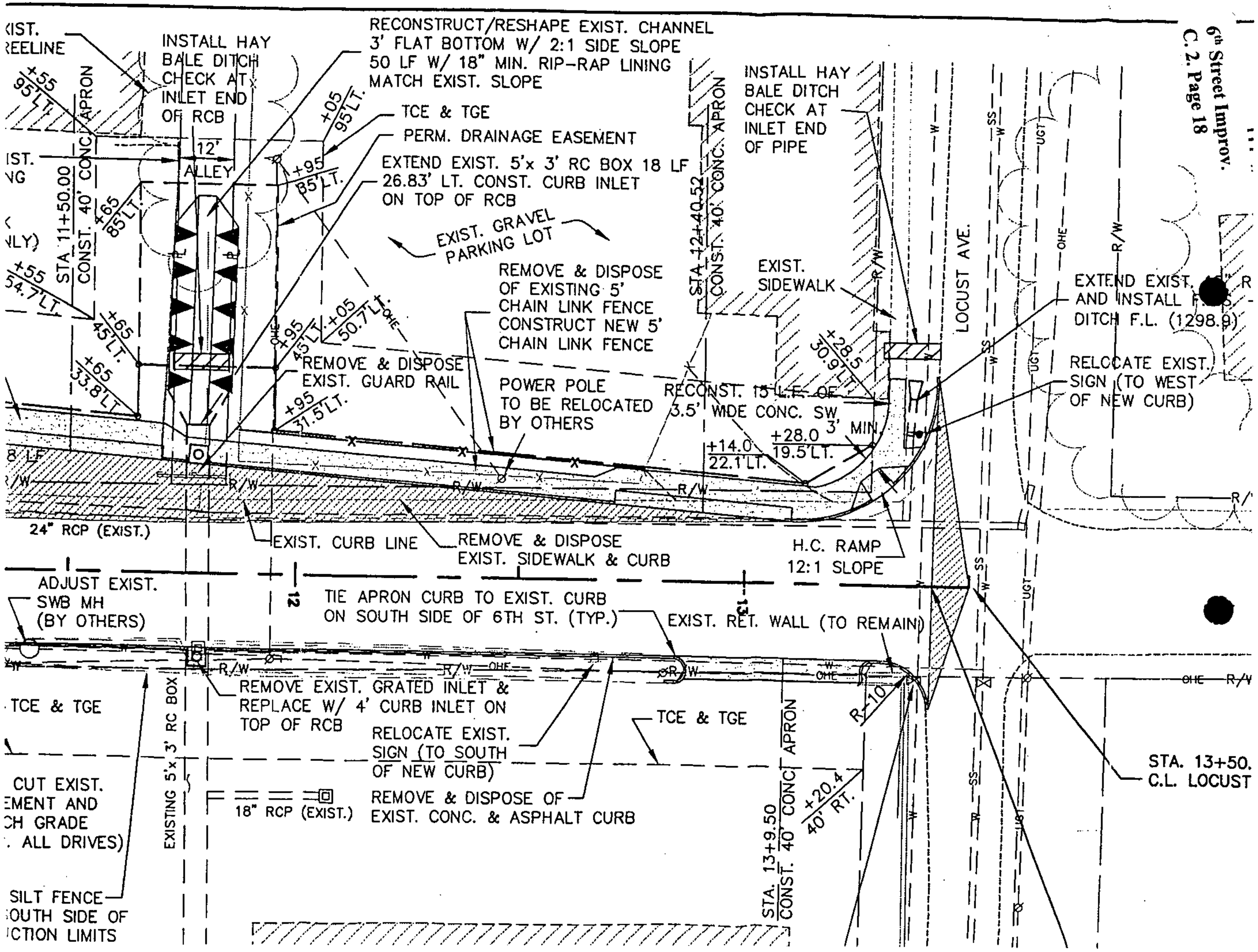
602 West 15th Street
Address

Fayetteville, AR 72701
City, State, Zip Code

X _____ X _____
Signature Date

NA
Title

Please mail or FAX this completed form to the City of Fayetteville at the above address or FAX number.


INSTALL HAY BALE DITCH CHECK AT INLET END OF RCB
RECONSTRUCT/RESHAPE EXIST. CHANNEL 3' FLAT BOTTOM W/ 2:1 SIDE SLOPE 50 LF W/ 18" MIN. RIP-RAP LINING MATCH EXIST. SLOPE
TCE & TGE
PERM. DRAINAGE EASEMENT
EXTEND EXIST. 5'x 3' RC BOX 18 LF 26.83' LT. CONST. CURB INLET ON TOP OF RCB
EXIST. GRAVEL PARKING LOT
REMOVE & DISPOSE OF EXISTING 5' CHAIN LINK FENCE CONSTRUCT NEW 5' CHAIN LINK FENCE
REMOVE & DISPOSE EXIST. GUARD RAIL
POWER POLE TO BE RELOCATED BY OTHERS
RECONST. 15 L.F. OF 3.5' WIDE CONC. SW, 3' MIN.
INSTALL HAY BALE DITCH CHECK AT INLET END OF PIPE
EXIST. SIDEWALK
LOCUST AVE.
EXTEND EXIST. 5' R AND INSTALL F. S. DITCH F.L. (1298.9)
RELOCATE EXIST. SIGN (TO WEST OF NEW CURB)
STA. 11+50.00 CONST. 40' CONC. APRON
STA. 12+40.52 CONST. 40' CONC. APRON
12' ALLEY
24" RCP (EXIST.)
EXIST. CURB LINE
REMOVE & DISPOSE EXIST. SIDEWALK & CURB
H.C. RAMP 12:1 SLOPE
ADJUST EXIST. SWB MH (BY OTHERS)
TIE APRON CURB TO EXIST. CURB ON SOUTH SIDE OF 6TH ST. (TYP.)
EXIST. RET. WALL (TO REMAIN)
REMOVE EXIST. GRATED INLET & REPLACE W/ 4' CURB INLET ON TOP OF RCB
RELOCATE EXIST. SIGN (TO SOUTH OF NEW CURB)
TCE & TGE
EXISTING 5'x 3' RC BOX
18" RCP (EXIST.)
REMOVE & DISPOSE OF EXIST. CONC. & ASPHALT CURB
STA. 13+9.50 CONST. 40' CONC. APRON
STA. 13+50. C.L. LOCUST
CUT EXIST. EMENT AND CH GRADE . ALL DRIVES)
SILT FENCE OUTH SIDE OF CTION LIMITS
+55 95' LT.
+05 95' LT.
+95 85' LT.
+65 85' LT.
+55 54.7' LT.
+65 45' LT.
+65 33.8' LT.
+95 45' LT.
+05 50.7' LT.
+95 37.5' LT.
+28.5 30.9' LT.
+14.0 22.1' LT.
+28.0 19.5' LT.
+20.4 40' RT.
R=10

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of 3/7, 2000

FROM:

Connie Edmonston	Parks & Recreation	Public Works
Name	Division	Department

ACTION REQUIRED:

Approval of an agreement for professional services with Portoco Group for the feasibility study of the Botanical Garden Society of the Ozarks, Inc. as part of the matching grant program award from the Arkansas Department of Parks and Tourism. The contract amount is $21,895.40. A bid waiver is requested. Approval of a budget adjustment recognizing the grant funding and city match is also requested.

COST TO CITY:

$$21,895.40	$14,677	Services Charges
Cost of this Request	Category/Project Budget	Category/Project Name
1010-5200-5314-03	$383	Parks Administration
Account Number	Funds Used To Date	Program Name
	$14,294	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item __xx_ Budget Adjustment Attached

Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Emma L. Bailey for Marilyn Gramer — Accounting Manager — Date 2/18/00

City Attorney — Date 2/18/00

P Vice PR — Purchasing Officer — Date 2/18/00

GRANTING AGENCY:

Yolanda Fields — Internal Auditor — Date 2-18-00

ADA Coordinator — Date

STAFF RECOMMENDATION:

Approval of agreement, bid waiver, and budget adjustment.

Connie Edmonston — Division Head — Date 2-17-00

Charles Venable — Department Director — Date 2-22-00

Administrative Services Director — Date 2-22-00

Fred Shoun — Mayor — Date 2/22/00

Cross Reference

New Item: Yes (No)

Prev Ord/Res #: L48-99

Orig Contract Date:_

Orig Contract Number: ____

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council

THRU: Charlie Venable, Public Works Director

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

DATE: February 11, 2000

RE: Botanical Garden Society of the Ozarks Agreement and Bid Waiver with Portico Group

The Botanical Garden Society of the Ozarks has requested approval of an agreement with Portico Group in the amount of $21,895.40 to conduct a feasibility study as part of the garden master plan at Lake Fayetteville. In November of 1999, the City Council approved to fund up to $15,000 for the matching grant from the Arkansas Department of Parks and Tourism. The Society was awarded matching grant funds in the amount of $10,947.70.

Portico Group was initially hired last year by the Society to develop the master plan as funds were available. A bid waiver for professional services is requested because the Portico Group has already worked on other phases of the project and would therefore have the information and capability to complete the feasibility study at a more economical cost. If further information is needed concerning this request, please call Donna Porter at 443-6638.

Attachment:
Agreement with Portico Group
Grant Award

City of Fayetteville, Arkansas
Budget Adjustment Form

Botanical Garden
C. 5. Page 3

Budget Year	Department:	Public Works	Date Requested	Adjustment #
2000	Division:	Parks & Recreation	March 7, 2000	
	Program:	Parks Administration		

Project or Item Requested:
Funding is requested for a matching grant to conduct a tourism feasibility study for the Botanical Gardens of the Ozarks at Lake Fayetteville.

Project or Item Deleted:
None. Recognition of a state grant and use of fund balance is proposed for this adjustment.

Justification of this Increase:
The City has been awarded a state grant to conduct a tourism feasibility study for the Botanical Gardens of the Ozarks at Lake Fayetteville. The state grant requires a city match.

Justification of this Decrease:
Sufficient funds exist in fund balance to fund this request and comply with City policy.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Architectural Services	21,896	1010	5200		5314	03		

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
State Grants	10,948	1010	0001		4302	00		
Use of Fund Balance	10,948	1010	0001		4999	99		

Approval Signatures

Requested By	Date
Budget Manager	2-15-2000 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 L _____ _____

Blue Copy: Budget & Research / Yellow Copy: Requester

H:\BUDGET\PROJECTS\OTHER\ba_2000\BGO_BA.WK4

Standard Form of Agreement Between Owner and Architect for Special Services

AIA Document B727 - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Recommended for use with current editions of standard AIA Agreement forms and documents.

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AGREEMENT

made as of the Second day of February in the year of ~~Nineteen Hundred and~~ Two Thousand .

BETWEEN the Owner:
(Name and address)
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

and the Architect:
(Name and address)
Portico Inc., d/b/a The Portico Group
217 Pine Street, 2nd Floor
Seattle, Washington 98101-1500
Federal Tax ID No. 91-1577875

For the following Project:
(Include detailed description of Project, location, address and scope.)
Feasibility study services for the Botanical Garden of the Ozarks, Fayetteville, Arkansas

The Owner and the Architect agree as set forth below.

ARTICLE 1
ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

Feasibility study services as detailed in the Botanical Garden of the Ozarks, Feasibilty Analysis Components dated November 10, 1999 marked as Exhibit A, attached and made a part hereof.

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 2
OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3
USE OF ARCHITECT'S DOCUMENTS

3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 4
ARBITRATION

4.1 ~~Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.~~

4.2 ~~A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.~~

4.3 ~~No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

4.4 ~~The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

ARTICLE 5
TERMINATION OR SUSPENSION

5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 5.4.

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5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

.1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and

.2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.

ARTICLE 6
MISCELLANEOUS PROVISIONS

6.1 ~~Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.~~

6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Paragraph 8.4.

6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

6.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

6.6 ~~Unless otherwise provided in this Agreement, t~~ The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 7

7.1 DIRECT PERSONNEL EXPENSE

7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

7.2 REIMBURSABLE EXPENSES

7.2.1 ~~Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:~~

.1 ~~expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;~~

.2 ~~long-distance communications;~~

.3 ~~fees paid for securing approval of authorities having jurisdiction over the Project;~~

.4 ~~reproductions;~~

.5 ~~postage and handling of documents;~~

.6 ~~expense of overtime work requiring higher than regular rates, if authorized by the Owner;~~

.7 ~~renderings and models requested by the Owner;~~

.8 ~~expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and~~

.9 ~~Expense of computer-aided design and drafting equipment time when used in connection with the Project.~~

7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

7.3.2 An initial payment as set forth in Paragraph 8.1 is the minimum payment under this Agreement.

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ACCOUNTING RECORDS

7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8
BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

8.1 AN INITIAL PAYMENT OF Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:
(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)
A lump sum fixed fee for professional services of Twenty One Thousand Eight Hundred Ninety Five and 40/00 Dollars ($21,895.40) inclusive of all expenses and third party costs.

8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of ( ) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project. Compensation for normal and customary reimbursable expenses is provided in the lump sum fixed fee identified in Paragraph 8.2.

8.4 ~~Payments are due and payable~~ ( ) ~~days from the date of the Architect's invoice. Amounts unpaid~~ ( ) ~~days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
(Insert rate of interest agreed upon.)

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

8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 9
OTHER CONDITIONS

9.1 The Owner agrees that a Purchase Order will be issued encumbering funds for this Project as described above within two weeks of the approval date (approval date is the date contract goes to council).

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

OWNER

(Signature)

(Printed name and title)

ARCHITECT

Timothy L. Nicoulin

(Signature)

Timothy L. Nicoulin, Chief Financial Officer
(Printed name and title)

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Exhibit A (4 pgs)

Botanical Garden of the Ozarks
Feasibility Analysis Components

Dean Runyan Associates
10 November 1999

How the study will be utilized

This study will be an important component of a master planning effort for the Garden. Its findings will help assure that there is a market for the Garden and that the garden can be operated in a cost-effective manner once it opens.

The project has the advantage that the feasibility analysis will be conducted in parallel with the master planning effort, allowing the economic analysis to directly inform and help guide the Garden design process. For example, the analysis of markets and demand will help determine the most suitable components to include in the garden, and what their scale should be. Similarly the financial analysis will help determine what revenue-generating components should be included in the garden design.

Qualifications

Dean Runyan Associates (DRA) was founded in 1986 to specialize in economic and market research related to recreation, education and tourism. DRA often participates on master planning teams in order to provide an economic and business component to the project, and in particular to assist with planning for a facility that is as financially successful as possible.

Specific projects that relate closely to the proposed project include economic and financial analysis for the Washington Park Arboretum in Seattle. This project, which we completed with the Portico Group, involved analyzing demand for the facility, preparing detailed revenue and cost projections, developing a multi-phase staffing plan, and preparing preliminary operating budgets for three phases of development. Potential revenue sources included admissions, parking, retail sales, educational activities, special events and donations, as well as support from two government agencies and a private foundation.

The Oregon Garden is a major display garden and research facility now under construction near Silverton in the central Willamette Valley. We analyzed site requirements for the facility and made a site recommendation, projected attendance and other elements of demand, developed a preliminary operating budget and discussed the economic impacts of the facility.

DRA has also prepared financial projections and plans for a number of museums, interpretive centers, zoos, aquariums and recreation destinations. Most of these projects involve analyzing demographic trends and making specific attendance and financial projections. A project list appears in the Appendix.

DRA also specializes in analyzing and planning for tourism development and has prepared a number of tourism studies and master plans, including a tourism master plan for Alaska, another for North Dakota, and economic studies for state tourism departments in California, Washington, Oregon, Texas, Colorado, Idaho, Alaska and North Dakota.

Procedures

Task 1: Market Analysis

This task describes the primary visitor market for the proposed facility and provides very important information for purposes of projecting potential demand for a new facility. This analysis will be based in part on data collected from comparable facilities, travel- and tourism-related sales data, and other information useful for documenting the growth and significance of Arkansas travel and tourism.

This task also involves identifying and contacting a selection of six to eight comparable garden facilities, gathering information on:

- Visitor origin, demographics and other characteristics
- Visitor attendance and seasonal variations
- Facility, site and area use patterns, including access, traffic patterns, attendee length of stay, seasonal and other use patterns, associated activities of visitors, etc.
- Anticipated plans for expansion, changes in interpretive programming, and/or new cooperative arrangements with other facilities
- Any data on economic benefits to local and regional areas

A second facility category includes attractions in the local area and elsewhere in Arkansas, such as museums, recreation sites, commercial attractions, visitor information sources, campgrounds, etc., which can provide useful data regarding visitor origin, seasonality and other factors important for preparing attendance forecasts.

A visitor use forecast will be prepared for the Garden in order to guide facility
This forecast will specify the seasonal, day-of-the-week, and hourly

planning. This forecast will specify the seasonal, day-of-the-week, [illegible] attendance distribution, and in particular will include peak period specifications for purposes of sizing buildings, parking lots and other facilities.

Forecasts will be prepared using a well-established and methodologically justifiable approach, based on:

- current seasonal patterns of recreation and travel
- existing and projected demand from local, regional and national markets
- existing and projected penetration of anticipated markets
- projected market area trends, including population growth, income and recreation activity

Task 3: Economic Feasibility Analysis

Revenue projections will be prepared from attendance projections and other operational data. These revenues will then be compared with projections of operating costs, as determined through analysis of a) previous operating cost estimates of the facility and b) the operating costs of comparable facilities. Staffing is typically a primary cost item for facilities such as the Garden and will be considered carefully, including the potential for using volunteers and interns.

The results of the revenue and cost analysis will be summarized in the form of a five-year pro forma financial analysis showing cash flow and profit/loss.

Cost Estimate for BGSO Feasibility Study

Task	Cost	Mark-up	Total	Task Total
Phase 2				
Labor	10,880.00	1.03	11,206.40	
Expenses	2,000.00	1.03	2,060.00	13,266.40
Prep for Document	4,000.00	1.03	4,120.00	4,120.00
Project Coordination				
Masterplan Coordination/Per Day	800.00	4	3,200.00	
Consultant Coordination/Per Day	1,000.00	0.5	500.00	
Expenses	300.00	1.03	309.00	4,009.00
Printing	500.00			500.00
Total Cost of BGSO Feasibility Study				**21,895.40**

STAFF REVIEW FORM

_X_ Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of March 7, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 99-34.00 submitted by Daniel Broyles on behalf of Robert Norman, Kyle Pendergraft, and Rick Barnes for property located at 1633 E. Zion Road. The property is zoned A-1, Agricultural and contains approximately 0.76 acres. The request is to rezone the property to R-2, Medium Density Residential.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator | Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**_____

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	2-18-00 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and Planning Commission unanimously voted 7-0-1 to recommend and forward the rezoning to the City Council. Commissioner Ward abstained.

Division Head	2-18-00 Date	**Cross Reference**
Department Director	2-18-00 Date	New Item: **Yes** **No**
Administrative Services Director	2-18-00 Date	Prev Ord/Res#:_____
Mayor	2/22/00 Date	Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission Members
FROM: Dawn T. Warrick, Associate Planner
THRU: Tim Conklin, City Planner
DATE: February 14, 2000

RZ 99-34.00: Rezoning (Norman, Pendergraft, Barnes, pp 136) was submitted by Daniel Broyles on behalf of Robert Norman, Kyle Pendergraft, and Rick Barnes for property located at 1633 E. Zion Road. The is zoned A-1, Agricultural and contains approximately 0.76 acres. The request is to rezone the property to R-2, Medium Density Residential.

RECOMMENDED MOTION:

Staff recommends approval of the requested rezoning from A-1 to R-2 based on the findings included as part of this report.

PLANNING COMMISSION ACTION: **Required** **YES**
O Approved **O Denied**

Date: **February 14, 2000**

CITY COUNCIL ACTION: **Required** YES
O Approved **O Denied**

Date: _____

Comments: _____

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BACKGROUND :

The applicant has requested the rezoning in order to convert an existing single family home into an office. The surrounding property is zoned R-2 and developed with residential uses. Staff has recommended approval of the rezoning because the applicant could then apply for a conditional use for a professional office in R-2. A conditional use will allow Staff to recommend and the Commission to place conditions of approval that can preserve the character of the neighborhood.

ADJACENT LAND USE AND ZONING:

North: Single Family Homes, zoned A-1.

South: The Zion Valley Planned Unit Development Subdivision- Duplexes, zoned R-2.

East: Single Family, zoned R-2

West: Single Family, zoned R-2.

INFRASTRUCTURE:

Streets: The property is on Zion Road which is classified as a Collector which requires 70' of R.O.W.

Water: A 12" waterline exists along Zion Road
Sewer: A 8" sewer line exists within Zion Valley PUD

LAND USE PLAN:

The General Plan 2020 shows 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. This property is located in an area already zoned R-2 and rezoning the property to R-2, as staff has recommended, would be consistent with the land use 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-2 is justified and needed at this time. Professional**

offices are not allowed by right in the R-2 district, however they can be approved as a conditional use.

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.**

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**

§161.06 DISTRICT R-2 MEDIUM DENSITY RESIDENTIAL.

A. Purpose. The High Density Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

B. Uses.

1. Uses Permitted.

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

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit

Unit 3	Public Protection and Utility Facilities
Unit 4	Cultural and Recreational Facilities
Unit 11	Mobile Home Park
Unit 25	Professional Offices

C. Density.

Families Per Acre	4 to 24

D. Bulk and Area Regulations.

1. Lot Width Minimum.

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

2. Lot Area Minimum.

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

3. Land Area Per Dwelling Unit.

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

E. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
25	8	25

Cross Reference: Variances Chapter 156.

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

(Code 1991, § 160.033; Code 1965, App. A, Art. 5(III); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81)

To: Fayetteville Planning Commission
From: Dan Broyles, Representative of the Applicant
Date: 1/17/00
Re: Rezoning App. A-1 to R-2 with Conditional Use Permit Professional Office
Subject: 1633 E. Zion Rd., Fayetteville, AR 72703, a 2,700 sf rent house located just east of the NWA Mall
Applicants: Robert Norman, Kyle Pendergraft, and Rick Barnes
Owners: Kent Brian Gaddy & Tracie Rogers
Purpose: If rezoned, used as a food sales office by Applicants.

This property is under contract and the applicants are the buyers.
The contract is contingent upon the rezoning of the property from A-1 to R-2, and a conditional use permit allowing professional office for their intended use.

Rezoning is needed by the applicants to operate the property as a small business office. The business is food sales and marketing, selling to customers predominantly out of state. The current owners need the rezoning to maximize the sale price of their property. The house was on the market for approximately a year and the Realtor listing expired. Subsequently, the applicants were able to reach an agreement to purchase the property, with the intended use a professional office.

This parcel is one of three residential sites bunched together on the south side of Zion. The Zion Place, a condominium development, the electrical power station, and an apartment complex surround these three houses. It may be accurate to conclude that these three houses are less attractive at this time for primary residential use.

With respect to traffic, E. Zion Road is developing and classified as a "collector", anticipating further expansion. The applicants will not create any traffic to this location, will not receive any equipment or products, will not warehouse anything, or use any commercial vehicles.

Applicants anticipate four folks in the office, however, two of the applicants travel in the course of their responsibility to the business. It is strictly a sales office utilizing the telephone and Internet marketing.

Changes planned for the appearance include new roof, painting the outside, and improving the driveway. The only signage anticipated is a small monument sign of approximately 25 sf.

All utilities are present to meet the intended use of the applicants. Water and sewer are available, located on the south side of the street. The water line is six inches, and the sewer is eight inches.

Thank you.

Jamie L. Jones, Jr.
1654 East Zion Road
Fayetteville, AR 72703
(501)442-6239

January 6, 2000

Mr. Tim Conklin
City Planning Director
113 W. Mountain
Fayetteville, AR 72701

Dear Tim,

This is a follow up to our telephone conversation today regarding the RZ99-3400 rezoning of 1633 E. Zion Road from A-1 TO R-O, Residential office. (i.e. from A-1 to R-O, Residential office.)

I plan to attend the meeting on Monday, January 10th unless we have to be out of state because of a gravely ill relative.

I am opposed to the R-O rezoning or any other zoning that would hint of commercial use. The aforementioned property is directly across the street from my home of the past 34 years and we have been given assurances in the past that the City did not plan to violate the residential quality of our neighborhood.

Thank you for your consideration.

Sincerely,

Jamie Jones

Jamie Jones

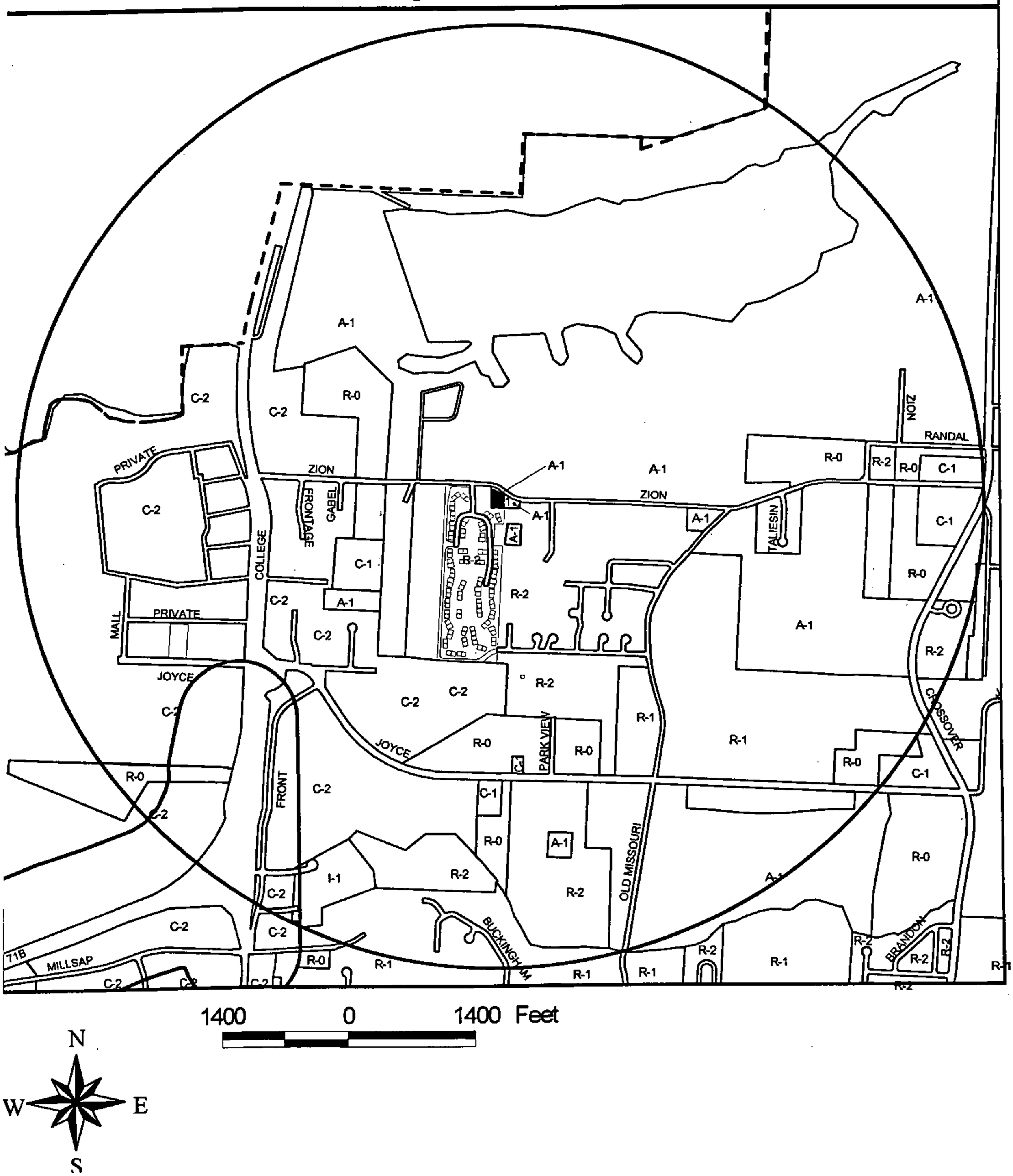
RZ99-34: REZONING
NORMAN, PENDERGRAFT, BARNES, PP136

This item was submitted by Daniel Broyles on behalf of Robert Norman, Kyle Pendergraft, and Rick Barnes for property located at 1633 E. Zion Road. It is zoned A-1, Agricultural and contains approximately 0.76 acres. The request is to rezone the property to R-O, Residential Office.

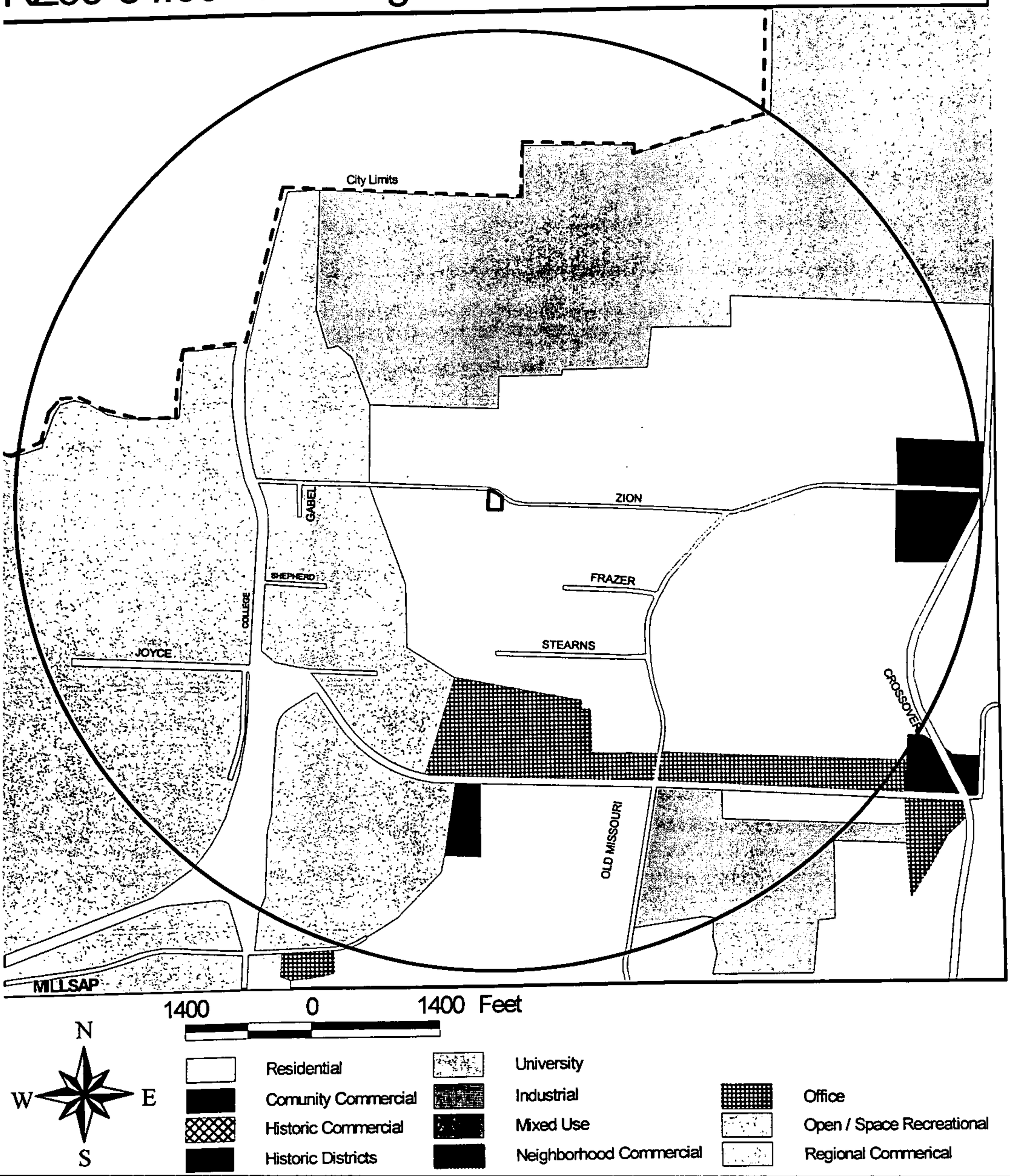
This item was removed from the agenda.

RZ99-34.00 - Pendergraft - Close Up

RZ99-34.00 - Pendergraft - One Mile Diameter



RZ99-34.00 - Pendergraft - 2020 Plan



RZ99-34: REZONING
NORMAN, PENDERGRAFT, BARNES, PP136

This item was submitted by Daniel Broyles on behalf of Robert Norman, Kyle Pendergraft, and Rick Barnes for property located at 1633 E. Zion Road. The property is zoned A-1, Agricultural and contains approximately 0.76 acres. The request is to rezone the property to R-2, Medium Density Residential.

Dan Broyles was present on behalf of the request.

Staff Recommendation

Staff recommends approval of the requested rezoning from A-1 to R-2 based on the findings included as part of this report.

Commission Discussion

Johnson: This is another rezoning. If you will, Tim, explain this proposition to us.

Conklin: Sure. The request is to rezone the property from A-1 to R-2, Medium Density Residential. Previously on the agenda a couple of weeks ago, we had a request from A-1 to R-O. The R-2 zoning is more consistent with the zoning of the surrounding area. If you refer to page 9.8, to the south we have Zion Valley, Planned Unit Development zoned R-2. We have R-2 directly to the west. Across the street is zoned A-1. This rezoning will allow the applicant to apply for conditional use in the future to convert the house into a professional office. Staff is of the understanding that a conditional use will be applied for in the future. However, R-2 at this time is appropriate due to the fact the south side of Zion Road is zoned R-2. That's all staff has at this time.

Ward: I need to abstain from voting on this particular issue.

Johnson: All right. Thank you for that. Is there someone here representing the applicant?

Broyles: I'm Dan Broyles of Coldwell Banker Faucette Real Estate and I am representing the applicants.

Johnson: All right, Dan. Did you want to make a presentation or are you here for our questions?

Broyles: Questions will be fine.

Johnson: Thank you very much. Are there initial questions?

Estes: Mr. Broyles, in the material that we have is a statement that indicates the business is food sales and marketing. What is the business?

Broyles: These three gentlemen own a business that is focused completely on the marketing of poultry items internationally and in some cases to the coastal areas of the United States. They were responsible at one time for developing that market place for Tyson Foods and they left that company and developed this business themselves. Currently, they are operating out of rental space located above Gold's Gym. That is a small area and their primary objective is to use this property as a small office. They have no intentions of changing the complection or the structure of the building other than to paint it and do some modest repairs. They want to maintain the integrity of the residential appearance of the property.

Estes: Are there going to be 18 wheelers full of chicken pulling up out front or what is going to be going on there?

Broyles: No, sir. There will not be. Their intent is to be a professional office. They have no objectives of receiving product, warehousing product, or having any 18 wheelers. They strictly market by the phone and the Internet. They anticipate four employees total. They would be the three principles plus one staff person. Two of those principles travel in the majority of the sales effort for the company. I do not know of any intent on their part to create any type of a traffic danger to the area. They will not be living in the residence and there will no impact on traffic or schools. All the utilities are there. Their primary reason for coming is the property was entered into a contract contingent on the rezoning for this use primarily because it was available in a location that was conducive to their needs because their residences are located close by. In the long term scheme of things, this was a good investment.

Estes: Thank you, I have no further questions.

Johnson: Mr. Broyles, let me mention to you that our action on rezonings at this level are merely recommendations to the Council. However, if we pass a rezoning it goes forward to the Council with our recommendation that the Council grant the rezoning but if we defeat a proposed rezoning then it does not automatically go forward and you have to appeal our ruling. It takes five positive votes to pass a rezoning here. This evening there will only be seven votes on this matter. Any time we are short handed, I give the applicant the opportunity if he wishes to pull his item and come back at a time when we have essentially more than seven.

Broyles: I think we want to move forward tonight. As mentioned by staff, we have made every effort to accommodate the neighborhood as well as staff and to adjust this to meet the long term plan for the City, the 2020 Plan, so we hope that tonight is going to be our best opportunity

to move forward.

Public Comment

None

Further Discussion

Estes: This property is located in an area already zoned R-2. Staff has recommended approval of the requested rezoning from A-1 to R-2.

MOTION

Commissioner Estes made a motion to approve RZ99-34.

Commissioner Marr seconded the motion.

Johnson: We have the motion by Commissioner Estes and the second by Commissioner Marr that we approve rezoning 99-34. Is there discussion?

Roll Call

Upon roll call the motion passed with a vote of 7-0-1. Commissioner Ward abstained.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ99-34 FOR A PARCEL CONTAINING APPROXIMATELY .76 ACRES LOCATED AT 1633 E. ZION ROAD AS REQUESTED BY ROBERT NORMAN, KYLE PENDERGRAFT, AND RICK BARNES.

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:

From A-1, Agricultural to R-2, Medium Density Residential for the real property described in Exhibit "A" attached hereto and made part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By_____
Fred Hanna, Mayor

ATTEST:

By_____
Heather Woodruff, City Clerk

EXHIBIT "A"
Norman, Pendergraft, Barnes, RZ99-34

A part of the NW1/4 of the SW1/4 of Section 24, Township 17 North, Range 30 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particulary described as follows, to-wit: Beginning at a point 731.64 feet South of the NE corner of the NW 1/4 of the SW 1/4; said point being in the centerline of Zion Road; thence South 182.56 feet to an existing iron pin that is 408.76 feet North of the SE corner of said 40 acre tract; thence West 152.5 feet; thence North 251.4 feet to the centerline of Zion Road; thence with said centerline, S 65°42'39"E 167.31 feet to the Point of Beginning, containing 0.76 acres, more or less and subject to the right of way of Zion Road on the north side thereof.

STAFF REVIEW FORM

_X_ Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of March 7, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 00-2.00 submitted by Bill Keating of Keating Enterprises Inc. for property located at lots 1 & 2 Sunbridge East. The property is zoned R-O, Residential Office and contains approximately 2.89 acres. The request is to rezone to C-1, Neighborhood Commercial.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**_____

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	2-18-00 Date	Internal Auditor	Date
Purchasing Officer	Date		

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

Division Head	2-18-00 Date	**Cross Reference**
Department Director	2-18-00 Date	New Item: **Yes** **No**
Administrative Services Director	2-18-00 Date	Prev Ord/Res#:_____
Mayor	2/22/00 Date	Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn T. Warrick, Associate Planner
THRU: Tim Conklin, City Planner
DATE: February 14, 2000

RZ 00-2.00: Rezoning (Keating Enterprises Inc. pp 290) was submitted by Bill Keating of Keating Enterprises Inc. for property located at lots 1 & 2 Sunbridge East. The property is zoned R-O, Residential Office and contains approximately 2.89 acres. The request is to rezone to C-1, Neighborhood Commercial.

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: **Required** **YES**
O Approved **O Denied**

Date: **February 14, 2000**

CITY COUNCIL ACTION: **Required** **YES**
O Approved **O Denied**

Date: _____

Comments: _____

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BACKGROUND:

The applicant is requesting that this property be rezoned to C-1, Neighborhood Commercial, it is currently zoned R-O, Residential Office.

Uses which are not permitted in R-O but that would be allowed in C-1 include:
Use Unit 13 Eating Places
Use Unit 15 Neighborhood Shopping
Use Unit 18 Gasoline Service Stations and Drive-In Restaurants

Sunbridge Drive has recently been extended to College Ave. Currently the property along Sunbridge Drive has developed as mixed use with an emphasis on professional offices. Expansion of commercial zoning (C-1 district) in this location would make a wider variety of uses available to residents of the area and would make use of existing infrastructure.

The City's Commercial Design Standards ordinance will be applied to any development proposed for this property and will enable Planning Commission to ensure compatibility with other developments in the area. The C-1 zoning district will expand the allowable commercial uses for this location. In addition to professional offices; convenience stores, restaurants, and retail establishments would be allowed by right. These types of uses would create a buffer between the higher commercial uses along College Ave. to the east and the professional offices along Sunbridge Drive.

SURROUNDING LAND USE AND ZONING

North: Villa Mobile Home Park (R-2)
South: Single family home / Nettleship property (R-O)
East: Commercial (C-2)
West: Vacant (R-O)

INFRASTRUCTURE:

Streets: South: Sunbridge Drive
East: Villa Drive

Water: 8" line along Sunbridge

Sewer: 8" line along Sunbridge, 6" line along Villa

LAND USE PLAN: General Plan 2020 designates this site Community Commercial. Rezoning this property to C-1, Neighborhood Commercial is consistent with the land use plan and compatible with surrounding land uses in the area.

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) designates this area as regional commercial. The zoning of C-1, Neighborhood Commercial, 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 C-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 of C-1 will not create or appreciably increase traffic danger and congestion. Sunbridge Drive has recently been extended to College Ave. Access is available from College, Villa and Sunbridge.**

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

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

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

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§161.13 DISTRICT C-1 NEIGHBORHOOD COMMERCIAL.

A. Purpose. The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 15	Neighborhood Shopping
Unit 18	Gasoline Service Stations and Drive-In Restaurants
Unit 25	Professional Offices

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 4	Cultural and Recreational Facilities

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

From Street ROW	50 ft.
From Side Property Line	None
From Side Property Line When Contiguous to a Residential District	10 ft.
From Back Property Line	20 ft.

D. Building Area. On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

E. Height Regulations. There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of ten feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of ten feet.

(Code 1991, §160.035; Code 1965, App. A, Art. 5(V); Ord. No. 1747, 6-29-89; Ord. No. 2603, 2-19-80)

135 W. Sunbridge St. Suite #8
Fayetteville, Ar. 72703
01/07/00

Planning Commission
City of Fayetteville
113 W. Mountain St.
Fayetteville, Ar. 72701

We are requesting that lots 1 & 2 in Sunbridge East, owned by Bill & Dick Keating, be rezoned from R/O to C-1.

These lots are in a new commercial subdivision with all utilities available. Ron Petrie with the City Engineering Department has assured us that there is adequate water and sewage for any commercial development.

The lots are located on a four-corner intersection just off College Ave. Two corners of this intersection are already zoned Commercial. The remaining two corners have the same commercial feel.

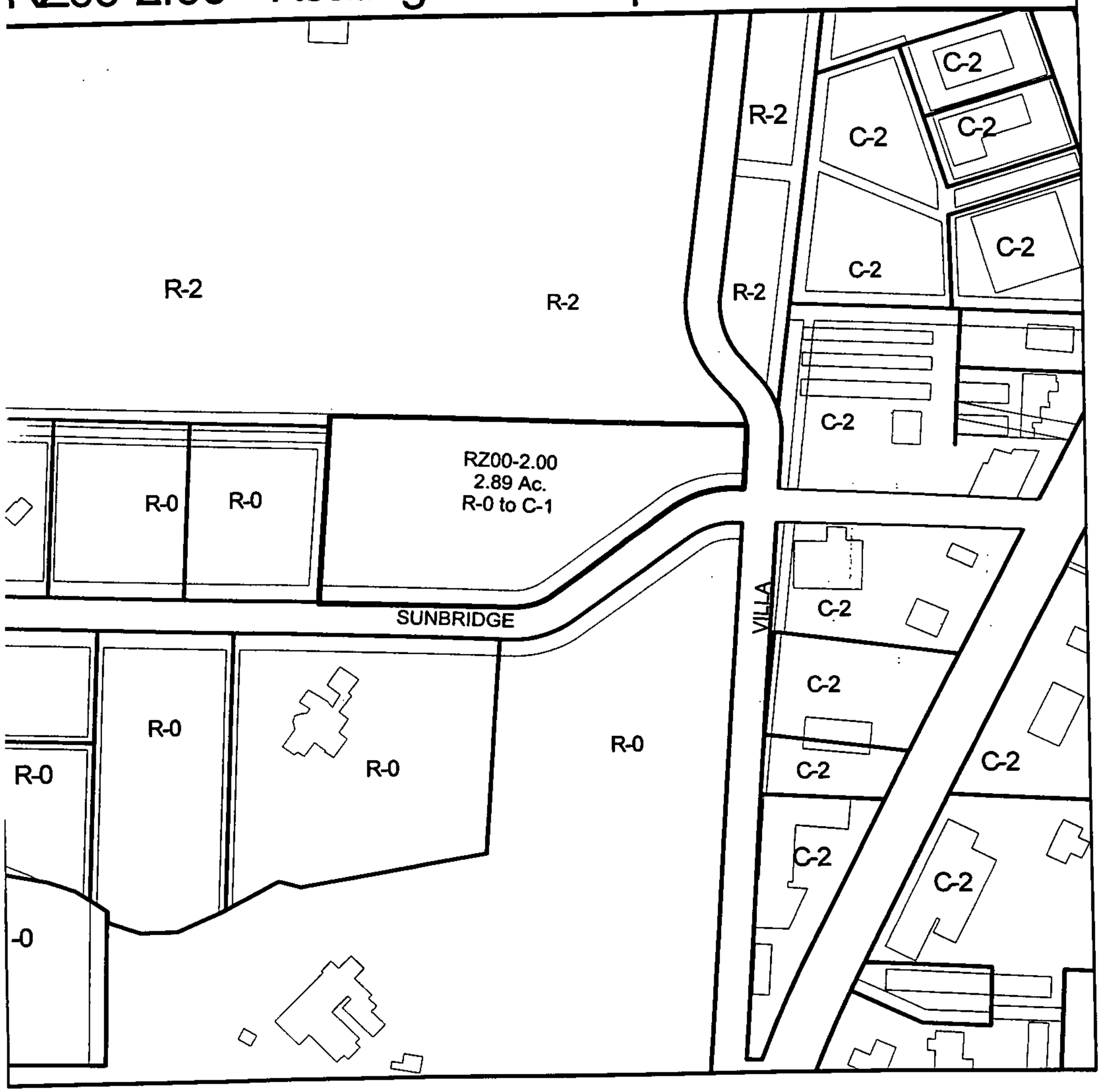
This rezoning would not adversely impact the surrounding properties. To the west of lots 1 and 2, Sunbridge Street has developed in a commercial rather than residential manner. To the south and east, the development already is or will be commercial. To the north, the Villa Mobile Home community could use close-by lots zoned to accommodate service-oriented businesses such as cleaners, restaurants, or a convenience store. This rezoning would allow such development to take place.

Finally, there would be precedence to rezoning these lots. Both Drake Street to the north of Sunbridge and Township Street to the south are intersections with many similarities to Sunbridge. Both of these streets were zoned Commercial in the sections immediately off College.

Respectfully,

Bill & Dick Keating
Keating Joint Venture, LLC

RZ00-2.00 - Keating - Close Up



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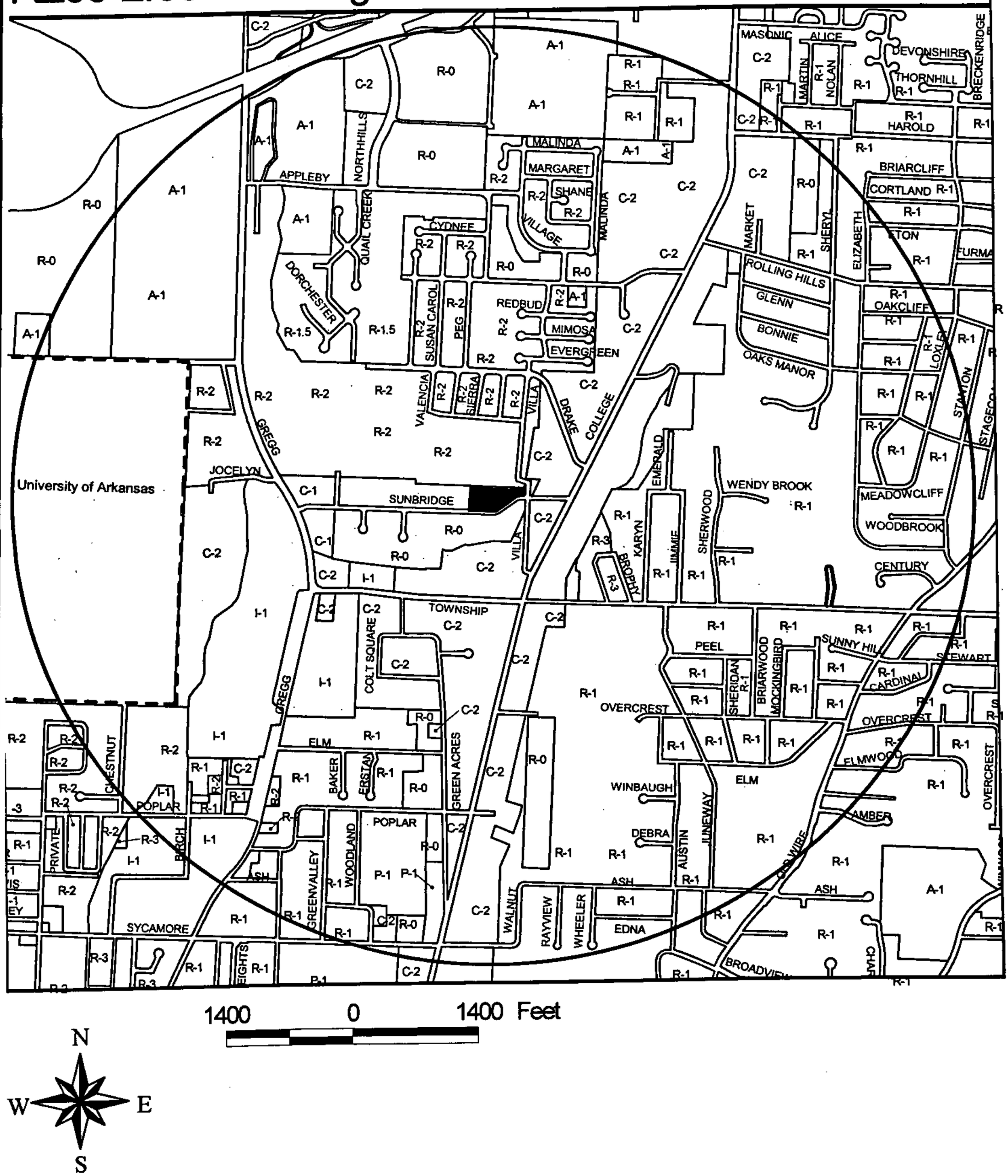
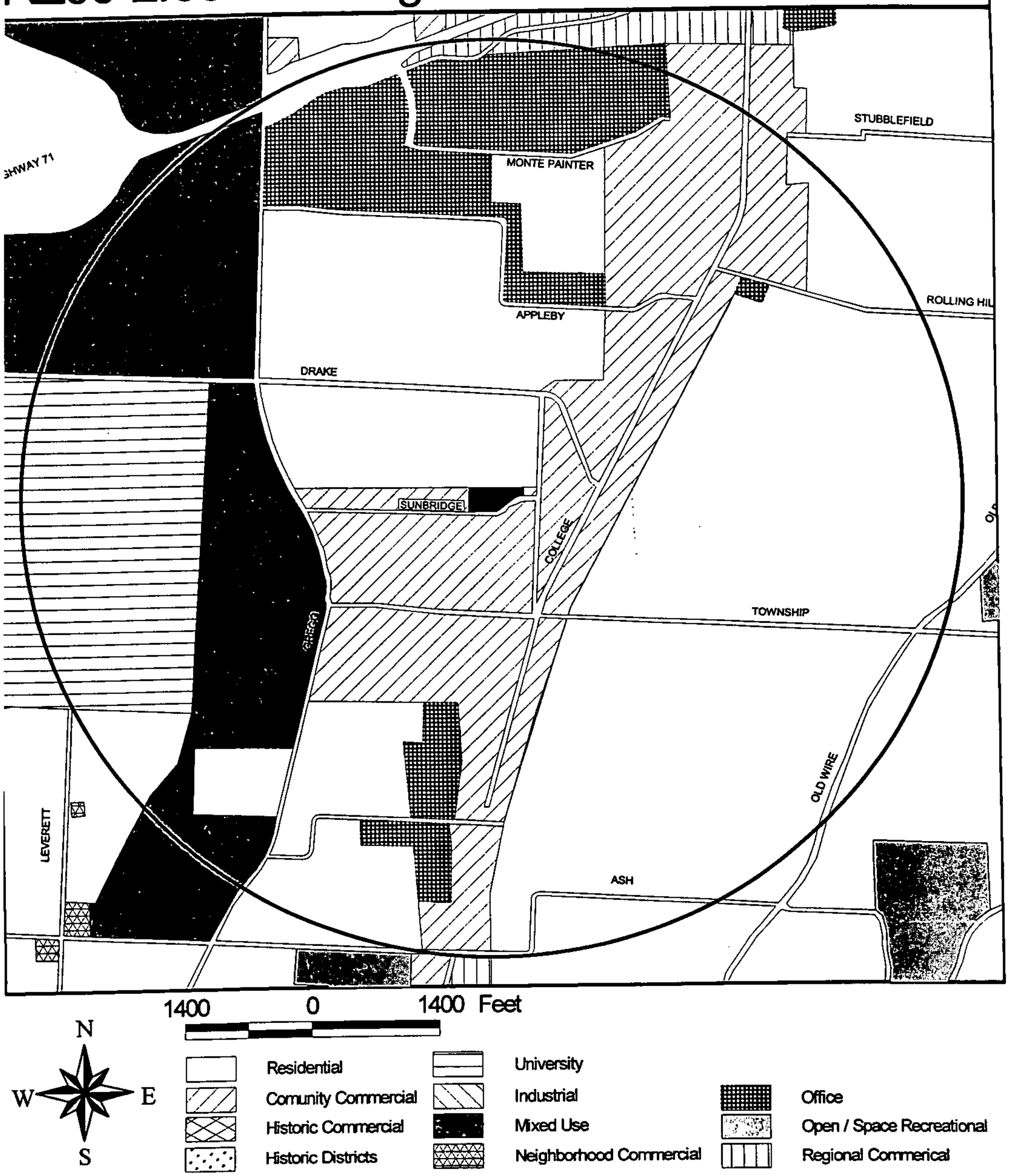
RZ00-2.00 - Keating - One Mile Diameter



RZ00-2.00 - Keating - 2020 Plan



RZ00-2: REZONING
KEATING ENTERPRISES, INC. PP290

This item was submitted by Bill Keating of Keating Enterprises, Inc. for property located at lots 1 and 2 Sunbridge East. The property is zoned R-O, Residential Office and contains approximately 2.89 acres. The request is to rezone to C-1, Neighborhood Commercial.

Bill Keating was present on behalf of the request.

Staff Recommendation

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

Commission Discussion

Johnson: This is on Sunbridge which has recently been extended through to College Avenue. I guess this is where we have the new stoplight. Staff has recommended approval stating that this is a commercial node and is an appropriate place for some small commercial establishments which can be allowed in a C-1. Tim, do you have additional information for us on this proposed rezoning.

Conklin: This rezoning also is consistent with the 2020 Plan. This area is shown as community commercial on that plan.

Johnson: Staff also notes that if this is rezoned and developed, then commercial design standards will apply which will give us some additional authority in the development. Let me ask whether there is someone representing the applicant and if so whether he wants to make an additional presentation to us.

Keating: Happy Valentine's Day. I'm Bill Keating.

Johnson: Do you have questions of the staff or Mr. Keating on this proposed rezoning? We took a look at it last Thursday when we were on tour so we know the location.

Public Comment

None

MOTION

Commissioner Shackelford made a motion to approve RZ00-2.

Commissioner Bunch seconded the motion.

Johnson: We have the motion by Commissioner Shackelford and the second by Commissioner Bunch that we approve RZ00-2. Is there discussion of the motion to approve?

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 RZ00-2 FOR A PARCEL CONTAINING APPROXIMATELY 2.89 ACRES LOCATED ON LOTS 1 AND 2 SUNBRIDGE EAST AS REQUESTED BY BILL KEATING OF KEATING ENTERPRISES.

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:

From R-O, Residential Office to C-1, Neighborhood Commercial described as in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By_____
Fred Hanna, Mayor

ATTEST:

By_____
Heather Woodruff, City Clerk

EXHIBIT "A"
Keating, RZ00-2

All of Lot 1 and part of Lot 2 of Sunbridge East in the City of Fayetteville as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, being more particularly described as follows: Commencing at the NE Corner of the SE1/4, SW1/4 of Section 35, T17N, R30W, thence WEST 808.13 Feet to the P.O.B.; thence N89°33'21"W 610.00 feet, thence S 01°42'14"W 267.71 Feet, thence EAST 275.05 Feet, thence along a curve to the left 66.49 Feet, said curve having a radius of 100.00 Feet and a chord bearing and distance of N 70°57'10"E 65.27 Feet, thence N 51°49'53"E 155.72 Feet, thence N 37°44'31"W 7.86 Feet, thence N 52°15'29"E 42.00 Feet, thence along a curve to the right 126.05 Feet, said curve having a radius of 260.00 Feet and a chord bearing and distance of N 66°08'48"E 124.82 Feet, thence along a curve to the left 17.13 Feet, said curve having a radius of 12.50 Feet and a chord bearing and distance of N 40°46'45"E 15.82 Feet, thence N 01°41'12"E 15.12 Feet, thence N 47°10'09"E 6.17 Feet, thence N 01°38'58"E 31.65 Feet to the P.O.B. Containing 2.89 acres more or less subject to R/W and easements of record.

STAFF REVIEW FORM

X Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of March 7, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZA 00-1.00 submitted by Andy Feinstien of Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is in the planning growth area and contains approximately 15 acres. The request is to annex 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

Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**_____

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	2-18-00 Date	Internal Auditor	Date
Purchasing Officer	Date		

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

Division Head	2-18-00 Date	**Cross Reference**
Department Director	2-18-00 Date	New Item: **Yes** **No**
Administrative Services Director	2-18-00 Date	Prev Ord/Res#:_____
Mayor	2/22/00 Date	Orig Contract Date: _____

IN THE COURT OF WASHINGTON COUNTY, ARKANSAS

IN THE MATTER OF:
ANNEXATION OF CERTAIN LANDS TO THE CITY OF FAYETTEVILLE, ARKANSAS

CC 99-18

ORDER OF ANNEXATION

Now on this 11th day of January, 2000, this cause comes on to be heard, the Petitioner, Richard Doyle, Vice president of Arkansas Oaks, an Arkansas Corporation, represented by the Counsulting 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 December 1, 1999, at which time this Court fixed January 11, 2000, 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

FILED
'00 JAN 11 PM 3:59
MARILYN EDWARDS
CO. & PROBATE CLERK
WASHINGTON CO. ARK.

RZA00-1: ANNEXATION
ARKANSAS OAKS, PP361

This item was submitted by Andy Feinstien of Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is in the planning growth area and contains approximately 15 acres. The request is to annex the subject property into the City of Fayetteville.

Michael Marie was present on behalf of the request.

Staff Recommendation

Staff recommend approval of the requested annexation based on the findings included as part of staff report.

Commission Discussion

Johnson: This is a companion item with a rezoning. We will vote on these separately but we will have discussion together. Tim, let me ask you to give us a synopsis of why the staff believes we ought to approve this annexation.

Conklin: Staff is recommending approval. If you refer to page 11.7 in your agenda, you will note that several weeks ago, the Planning Commission did approve RZA99-5 and RZ99-35. Those are on the City Council agenda tomorrow night. That is for 13.39 acres to be zoned R-1. This is an additional 15 acres. We're actually moving further to the east into the City. Staff is recommending approval. There is a new middle school directly to the north that is currently under construction and scheduled to open in the fall of 2000. This will allow additional development to tie in with Bridgeport Subdivision which is zoned R-1 also.

Johnson: Is the applicant present?

Marie: I am Michael Marie and I'm with Engineering Design Associates and I am here to answer any questions you might have on this proposal.

Johnson: Michael, spell your last name for me?

Marie: M-A-R-I-E.

Johnson: Marie. Thank you. Do you have questions of Mr. Marie or the staff?

Public Comment

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

None

Further Commission Discussion

Hoffman: Can we move on both actions at once?

Johnson: No. We have to deal with them separately.

MOTION

Commissioner Hoffman made a motion to approve RZA00-1.

Commissioner Marr seconded the motion.

Johnson: We have the motion by Commissioner Hoffman and the second by Commissioner Marr that we approve RZA00-1. Is there discussion?

Roll Call

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

Johnson: The annexation carried unanimously and of course that will go forward to the City Council who will take final action on whether or not it is to be annexed.

ORDINANCE NO. _____

AN ORDINANCE CONFIRMING THE ANNEXATION TO THE CITY OF FAYETTEVILLE, ARKANSAS OF APPROXIMATELY 15 ACRES OWNED BY ARKANSAS OAKS, AS REQUESTED IN RZA00-1.

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"
Arkansas Oaks, RZA00-1

PART OF THE WEST HALF (W1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION ONE (1), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY-ONE (31) WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 1081.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID 80 ACRE TRACT, AND RUNNING, THENCE NORTH 1550.0 FEET TO THE NORTHWEST CORNER THEREOF, THENCE EAST 419.0 FEET, THENCE SOUTH 1859.0 FEET; THENCE WEST 419.0 FEET TO THE POINT OF BEGINNING, CONTAINING 15.00 ACRES, MORE OR LESS. SUBJECT TO THE RIGHT OF WAY OF MT. COMFORT ROAD OVER AND ACROSS THE NORTH SIDE THEREOF, AND ANY OTHER EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS OF RECORD, IT ANY.

STAFF REVIEW FORM

_X_ Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of March 7, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 00-3.00 submitted by Andy Feinstien of Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is zoned A-1, Agricultural and contains approximately 15 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	2-18-00 Date	Internal Auditor	Date
Purchasing Officer	Date		

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

Division Head	2-18-00 Date	**Cross Reference**
Department Director	2-18-00 Date	New Item: **Yes** **No**
Administrative Services Director	2-18-00 Date	Prev Ord/Res#:_____
Mayor	2/22/00 Date	Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn T. Warrick, Associate Planner
THRU: Tim Conklin, City Planner
DATE: February 14, 2000

RZA 00-1.00: Annexation (Arkansas Oaks, pp 361) was submitted by Andy Feinstien of Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is in the planning growth area and contains approximately 15 acres. The request is to annex subject property into the City of Fayetteville.

RZ 00-3.00: Rezoning (Arkansas Oaks, pp 361) was submitted by Andy Feinstein of Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is zoned A-1, Agricultural and contains approximately 15 acres. The request is to rezone to R-1, Low Density Residential.

RECOMMENDATION:

RZA 00-1.00: Annexation - Staff recommends approval of the requested annexation based on the findings included as part of this report.

RZ 00-3.00: Rezoning - Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: Required YES
○ Approved ○ Denied

Date: February 14, 2000

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as a Local Street (50' of right of way) and New Bridge Rd. is classified as a collector (70' of right of way), however it is built to local street standard.

Water: 8" line along Mt. Comfort Rd., 8" line stubbed out at the end of American Drive within Bridgeport Subdivision, phase III

Sewer: 12" force main and 15" gravity line cross the property, 8" line along the east side of Bridgeport Subdivision, phase III

LAND USE PLAN: General Plan 2020 designates this site Residential. Rezoning this property to R-1, Low Density Residential after annexation is consistent with the land use plan and compatible with surrounding land uses in the area.

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) designates 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 will 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 will not undesirably increase the population density and will not undesirably increase the load on public services. The applicant is advised that on-site and off-site improvements will be required at the time of development.**

The applicant has been advised that sewer treatment capacity to serve development on this property may not be available in the future depending

CITY COUNCIL ACTION: **Required** ___YES___
○ **Approved** ○ **Denied**

Date: _____

Comments: _____

BACKGROUND:

The applicant is requesting annexation and rezoning of 15 acres in order to develop single family homes. Access to this property will be from Bridgeport Subdivision to the west and also from Mt. Comfort Rd. The property immediately west of this 15 acres was recently annexed and rezoned to R-1 by the same development company, also the same developers as Bridgeport Subdivision.

The property does contain areas which are affected by the 100 year floodplain and floodway and any development of these areas must comply with the Fayetteville Flood Damage Prevention Code.

The order of annexation was filed on December 1, 1999 and the confirmation of the order was signed by Washington County Judge Jerry Hunton on January 11, 2000.

SURROUNDING LAND USE AND ZONING

North: Undeveloped (Washington County)
South: Undeveloped (Washington County)
East: Undeveloped (Washington County)
West: Undeveloped (R-1), Bridgeport Subdivision, Single Family Homes (R-1)

INFRASTRUCTURE:

Streets: North: Mt. Comfort Rd. - Classified as a Minor Arterial (90' of right of way required)
West: Both American Drive and New Bridge Road may be extended to provide access to development within this property. American Drive is classified

on the timing of development.

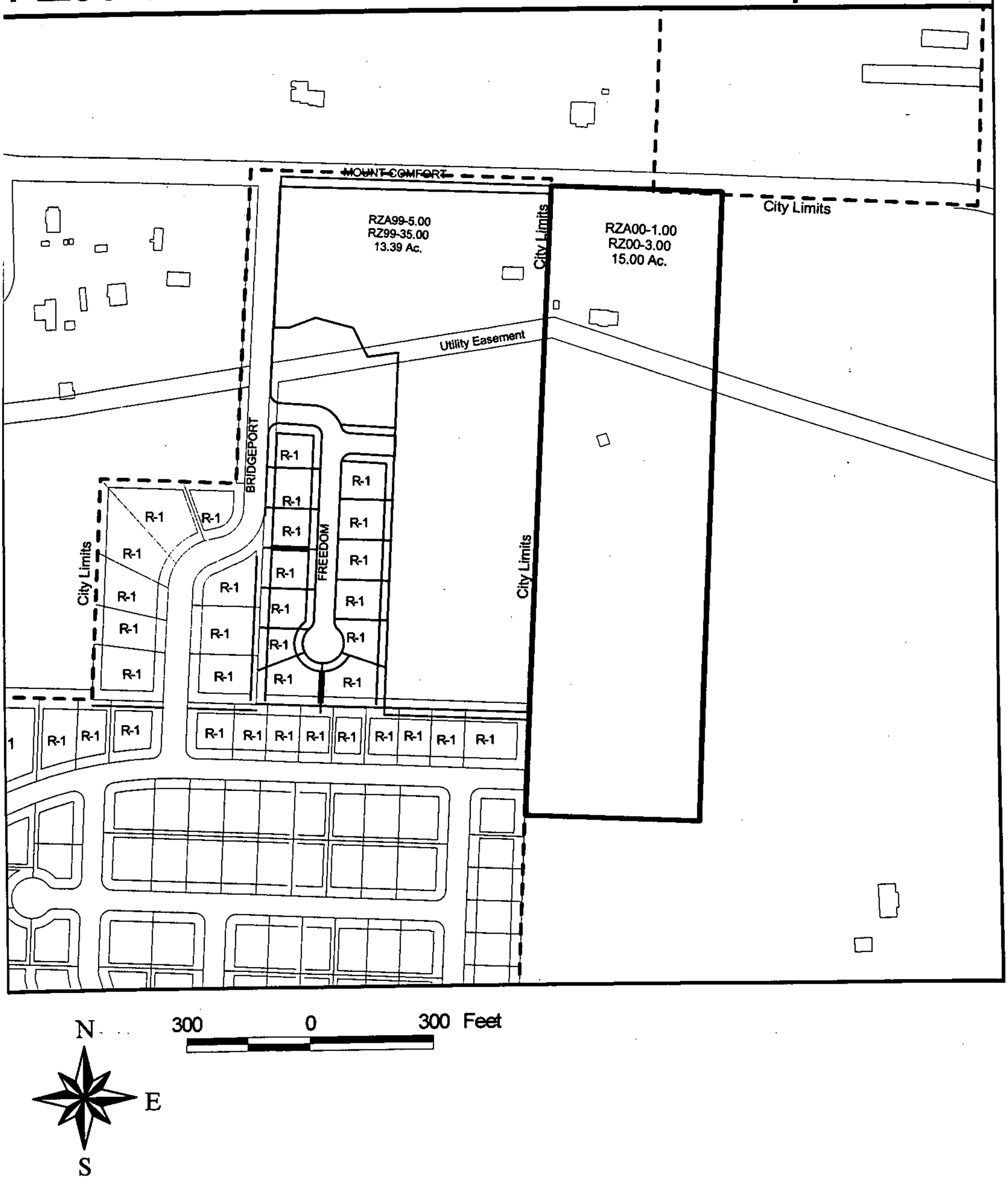
5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

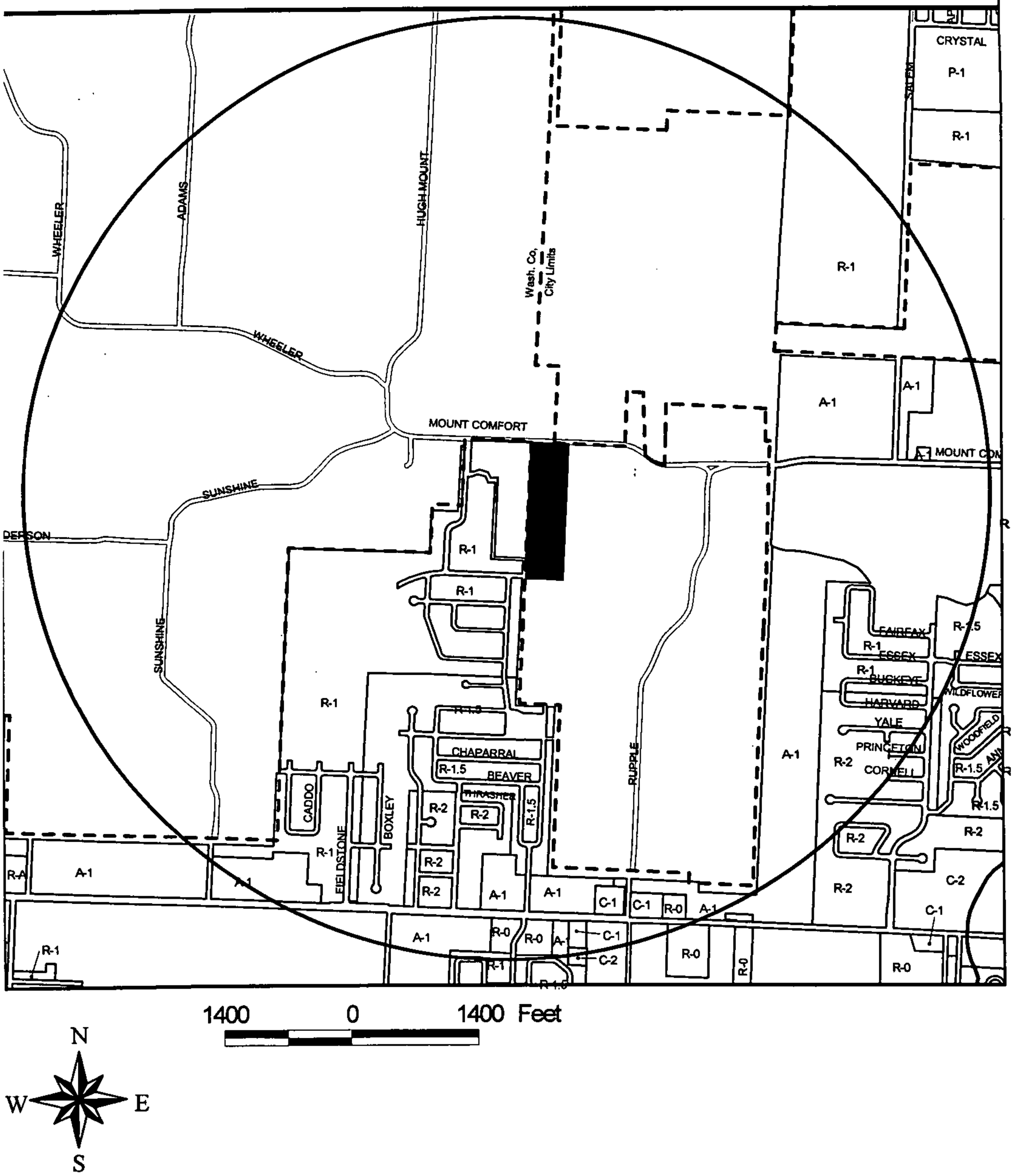
   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

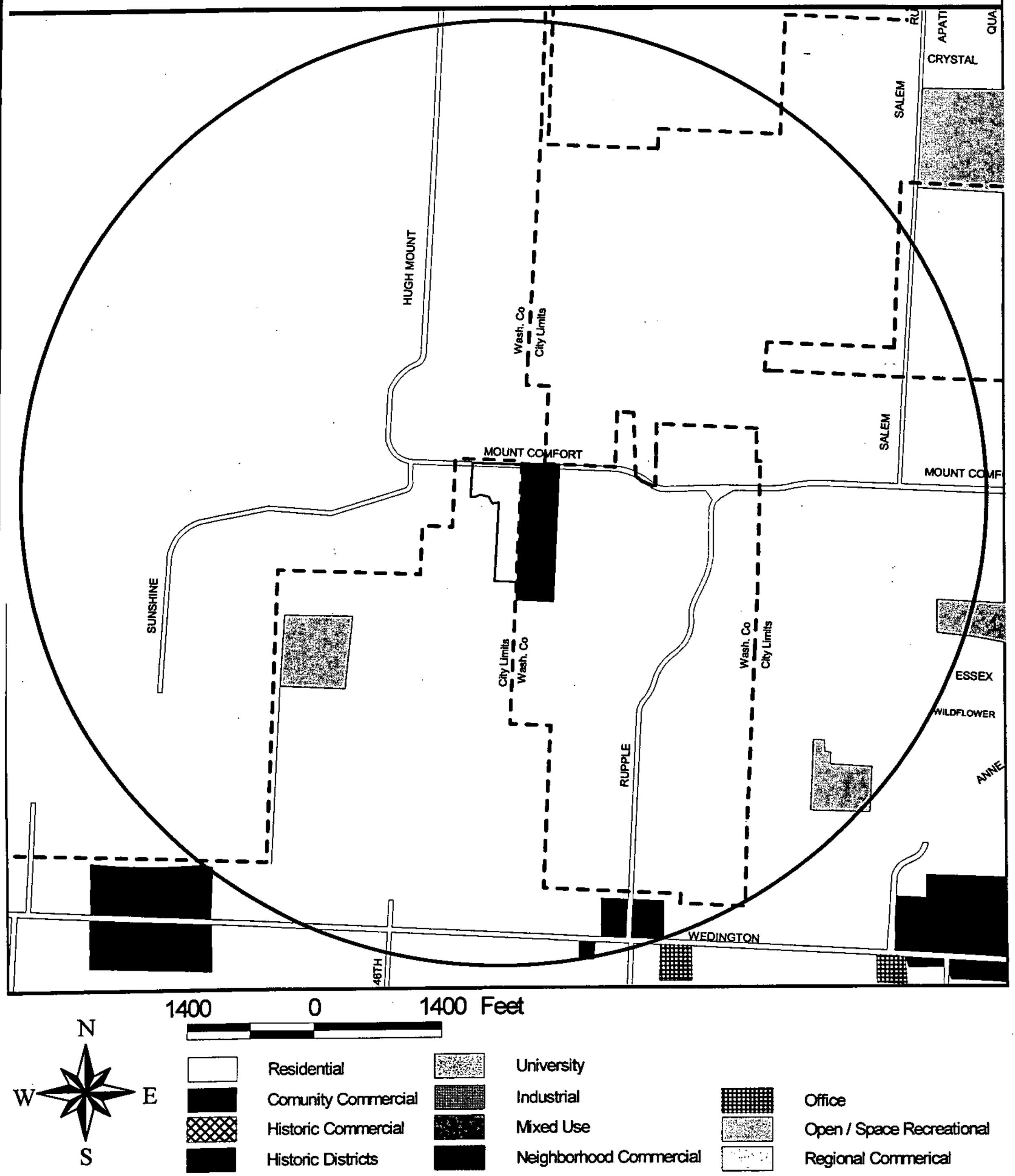
RZ00-3.00 - Arkansas Oaks - Close Up



RZ00-3.00 - Arkansas Oaks - One Mile Diameter



RZ00-3.00 - Arkansas Oaks - 2020 Plan



RZ00-3: REZONING
ARKANSAS OAK, PP361

This item was submitted by Andy Feinstein of Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is zoned A-1, Agricultural and contains approximately 15 acres. The request is to rezone to R-1, Low Density Residential.

Michael Marie was present on behalf of the request.

Staff Recommendation

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

Commission Discussion

Johnson: This is the rezoning request for the property we recommended for annexation at the corner of New Bridge Road and Mt. Comfort Road. Tim, would you tell us why the staff recommend approval of this proposed rezoning.

Conklin: The R-1 zoning is consistent with the R-1 zoning for Bridgeport Development and the rezoning that was recommended by this Commission several weeks ago.

Johnson: Questions of staff and the applicant?

Public Comment

None

MOTION

Commissioner Hoffman made a motion to approve RZ00-3.

Commissioner Marr seconded the motion.

Johnson: We have the motion by Commissioner Hoffman and the second by Commissioner Marr to approve RZ00-3. Of course, our action on rezonings is merely a recommendation on to the Council.

Roll Call

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

Johnson: The rezoning carried unanimously and will go forward to the Council with our unanimous, positive recommendation.

Marie: Thank you.

Johnson: Is there other business to come before us this evening?

Conklin: Staff has no other business.

Meeting adjourned at 7:42 p.m.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ00-3 FOR A PARCEL CONTAINING APPROXIMATELY 15.00 ACRES LOCATED EAST OF NEW BRIDGE DRIVE AND SOUTH OF MT. COMFORT AS REQUESTED BY ANDY FEINSTEIN OF ENGINEERING DESIGN ASSOCIATES.

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:

From A-1, Agricultural to R-1, Low Density Residential described as in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By_____
Fred Hanna, Mayor

ATTEST:

By_____
Heather Woodruff, City Clerk

EXHIBIT "A"
Arkansas Oaks, RZ00-3

PART OF THE WEST HALF (W1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION ONE (1), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY-ONE (31) WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 1081.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID 80 ACRE TRACT, AND RUNNING, THENCE NORTH 1550.0 FEET TO THE NORTHWEST CORNER THEREOF, THENCE EAST 419.0 FEET, THENCE SOUTH 1859.0 FEET; THENCE WEST 419.0 FEET TO THE POINT OF BEGINNING, CONTAINING 15.00 ACRES, MORE OR LESS. SUBJECT TO THE RIGHT OF WAY OF MT. COMFORT ROAD OVER AND ACROSS THE NORTH SIDE THEREOF, AND ANY OTHER EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS OF RECORD, IT ANY.

STAFF REVIEW FORM

_X_ Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of March 7, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 00-8.00 submitted by R. Read Hudson on behalf of Tyson Foods for property located at 2647 S. School Ave. The property is zoned I-1, Heavy Commercial/Light Industrial and R-2, Medium Density Residential and contains approximately 53.38 acres. The request is to rezone to I-2, General Industrial.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**_____

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	2-18-00 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: This item will be heard by the Planning Commission on February 28, 2000. The minutes of this meeting and Planning Commission recommendation will be distributed at City Council Agenda Session on February 29, 2000.

Division Head	Date
Department Director	2-18-00 Date
Administrative Services Director	2-22-00 Date
Mayor	2/22/00 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
FROM: Dawn T. Warrick, Associate Planner
THRU: Tim Conklin, City Planner
DATE: February 28, 2000

RZ 00-8.00: Rezoning (Tyson, pp 639) was submitted by R. Read Hudson on behalf of Tyson for property located at 2647 S. School. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 53.38 acres. The request is to rezone the property to I-2, General Industrial.

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: **Required** **YES**
O Approved **O Denied**

Date: February 28, 2000

CITY COUNCIL ACTION: **Required** **YES**
O Approved **O Denied**

Date: March 7, 2000

Comments:

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BACKGROUND:

The applicant is requesting that this property be rezoned I-2, General Industrial. The use of the facility as a food processing operation is not proposed to change, however, it was discovered that the current zoning designation of I-1, Heavy Commercial, Light Industrial, is not appropriate for the use and will not allow for a desired plant expansion.

The uses surrounding this property are varied and range from single family homes (north) to a distribution facility (south) and the new Washington County Road Department and detention facilities which are currently being constructed (west). The use of this particular facility has not changed since 1984. Changing this zoning designation will not effect existing traffic patterns or other impacts on the general area.

Uses which are permitted by right in the I-2 district which are prohibited in the I-1 district include the following:

Unit 7	Animal Husbandry
Unit 20	Commercial Recreation, Large Sites
Unit 23	Heavy Industrial
Unit 28	Center for Collecting Recyclable Materials

SURROUNDING LAND USE AND ZONING

North:	Single family homes (R-1) / RV park (C-2)
South:	McBride Distributing (I-1)
East:	Hwy 71B / Commercial structures (C-2)
West:	Vacant / Washington County (R-2)

INFRASTRUCTURE:

Streets: Access to this location is from Hwy 71B (South School Street) which runs along the eastern property line. This street is classified as a principal arterial on the Master Street Plan (total right of way needed is 110').

Water: 24" line along the north property line, 12" line along South School Street, 8" line stubbed out into the subject property

Sewer: 8" line along north property line, 6" line along South School Street, 24" line along rear (west) property line

LAND USE PLAN: General Plan 2020 designates this site Industrial. Rezoning this property to I-2, General Industrial, is consistent with the land use plan.

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 requested rezoning to I-2, General Industrial, is consistent with land use planning objectives, principles and policies and with land use and zoning plans.**

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

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

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

§161.17 DISTRICT I-1 HEAVY COMMERCIAL AND LIGHT INDUSTRIAL.

A. Purpose. The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The light industrial district is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 3	Public Protection and Utility Facilities.
Unit 4	Cultural and Recreational Facilities
Unit 6	Agriculture
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 17	Trades and Services
Unit 18	Gas Service Stations and Drive-In Restaurants
Unit 21	Warehousing and Wholesale
Unit 22	Manufacturing
Unit 25	Professional Offices
Unit 27	Wholesale Bulk Petroleum Storage Facilities with Underground Storage Tanks

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 19	Commercial Recreation
Unit 20	Commercial Recreation-Large Sites
Unit 28	Center for Collecting Recyclable Materials

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

From Street R-O-W (when adjoining A or R districts)	50 ft.
From Street R-O-W (when adjoining C, I or P districts)	25 ft.
Side (when adjoining A or R districts)	50 ft.
Side (when adjoining C, I or P districts)	10 ft.
Rear (when adjoining C, I or P districts)	10 ft.

D. Height Regulations. There shall be no maximum height limits in I-1 District, provided, however, that any building which exceeds the height of 25 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 25 feet.

(Code 1991, §160.039; Code 1965, App. A, Art. 5(VIII); Ord. No. 1747, 6-29-89; Ord. No. 2351, 6-2-77; Ord. No. 2430, 3-21-78; Ord. No. 2516, 4-3-79)

§161.18 DISTRICT I-2 GENERAL INDUSTRIAL.

A. Purpose. The General Industrial District is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environmental nuisances, which are objectionable to residential and business use.

B. Uses.

1. Uses Permitted.

Unit 1	City-Wide Uses by Right
Unit 3	Public Protection and Utility Facilities
Unit 6	Agriculture
Unit 7	Animal Husbandry
Unit 12	Offices, Studios and Related Services
Unit 18	Gas Service Stations and Drive-In Restaurants
Unit 20	Commercial Recreation, Large Sites
Unit 21	Warehousing and Wholesale
Unit 22	Manufacturing
Unit 23	Heavy Industrial
Unit 28	Center for Collecting Recyclable Materials

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 31	Facilities Emitting Odors and Facilities Handling Explosives

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

From Street R-O-W (when adjoining A or R districts)	100 ft.
From Street R-O-W (when adjoining C, I or P districts)	50 ft.
Side (when adjoining A or R districts)	50 ft.
Side (when adjoining C, I or P districts)	25 ft.
Rear (all districts)	25 ft.

D. Height Regulations. There shall be no maximum height limits in I-2 Districts, provided, however, that any building which exceeds the height of 25 feet shall be set back from any boundary line of any Resident 1 District a distance of one foot for each foot of height in excess of 25 feet.

(Code 1991, §160.040; Code 1965, App. A, Art. 5(IX); Ord. No. 1747, 6-29-89; Ord. No. 2351, 6-21-77; Ord. No. 2516, 4-3-79; Ord. No. 3971, §2, 5-21-96)

Tyson Foods, Inc. 2210 Oaklawn Drive • P.O. Box 2020 •Springdale, AR 72762-6999 • 1-800-643-3410

February 4, 2000

Mr. Tim Conklin, City Planner
City of Fayetteville, Arkansas
113 West Mountain
Fayetteville, AR 72701

Re: ***Rezoning of Property located in Section 28, Township 16, North, Range 30.***

Dear Mr. Conklin:

We respectfully submit this request for the rezoning of the above referenced property owned by Tyson Foods, Inc. ("Tyson") located at 2647 South School Street in Fayetteville, Arkansas.

In reviewing our request for a building permit, it was brought to our attention by the City of Fayetteville that the property should be rezoned from I-1 to I-2 before a permit could be issued. Additionally, we request that you hold our building permit application in abeyance until this matter is resolved.

This property is located in a largely industrial area and is surrounded by McBride Distributing on the south side, Highway 71B along with commercial buildings on the east side, vacant property on the west which is owned by Washington County, and a residential subdivision on the north side of the property.

This is not a new facility and Tyson has had a food processing operation at this location since approximately 1984. The rezoning of this property should not affect the surrounding properties in relation to appearance, use, signage or traffic. This property is well landscaped and maintained, something that Tyson takes great pride in. This facility currently employs 864 employees.

Therefore, we ask that you consider our request for the rezoning of this property from I-1 to I-2.

Sincerely,

R. Read Hudson

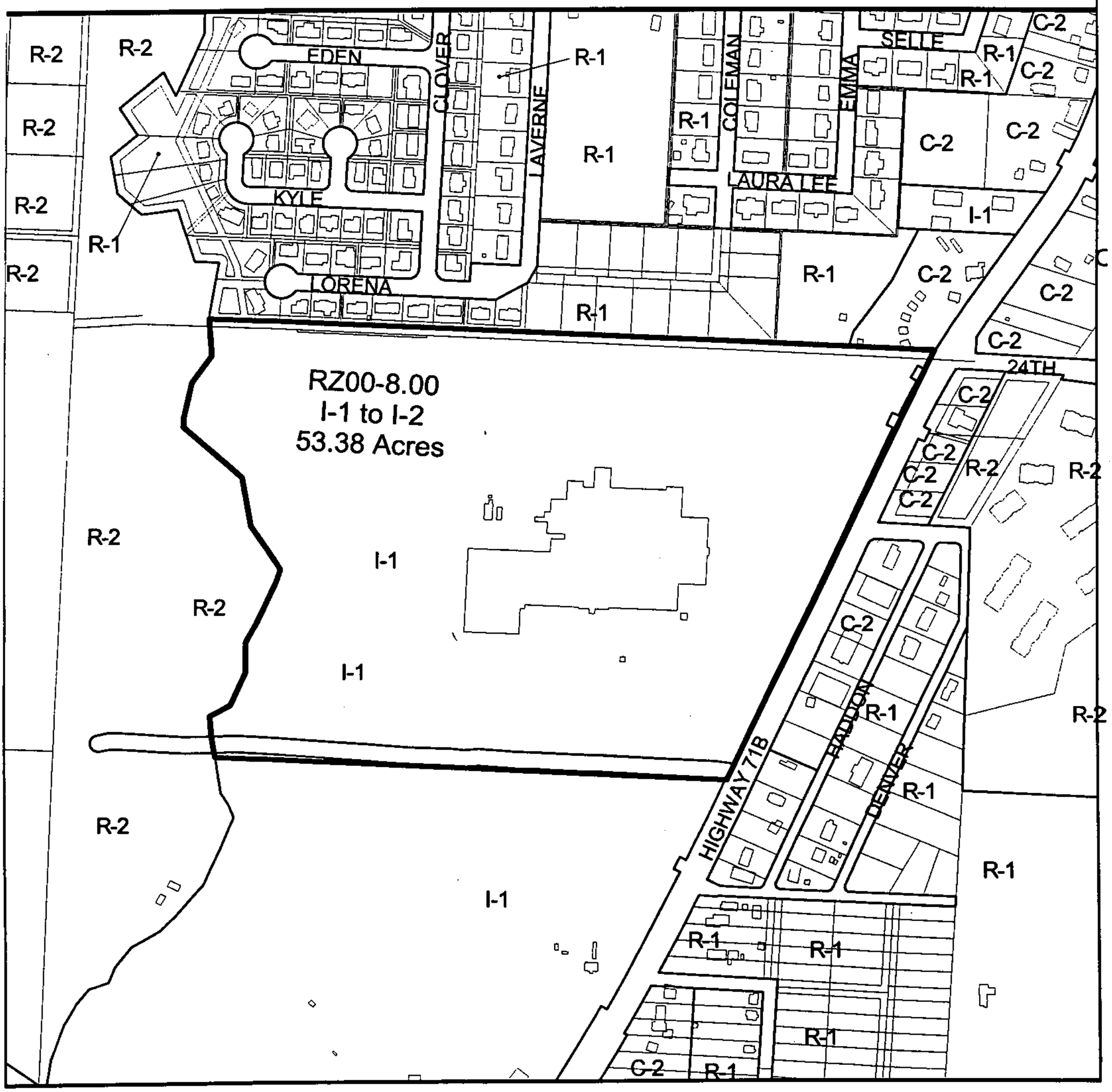
R. Read Hudson
Secretary and Corporate Counsel

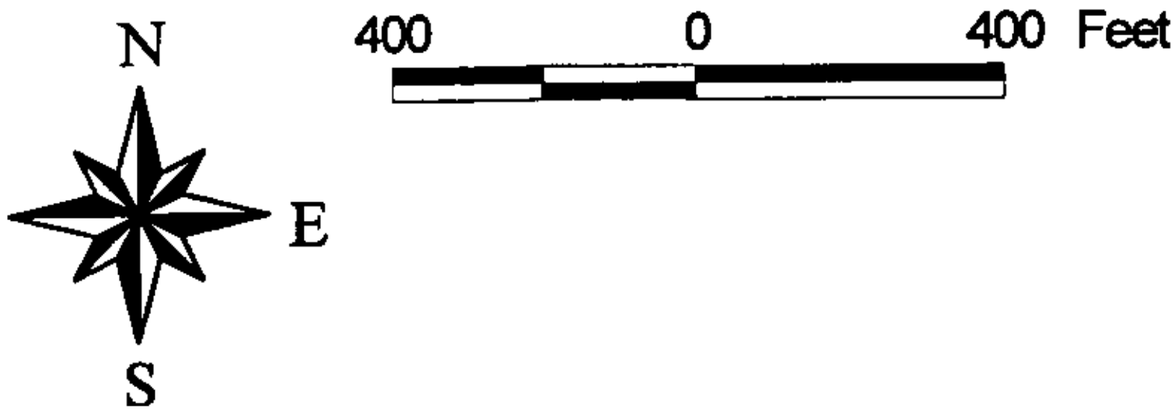
RRH/jk

L:\rrh\jrk00rh-request.wpd

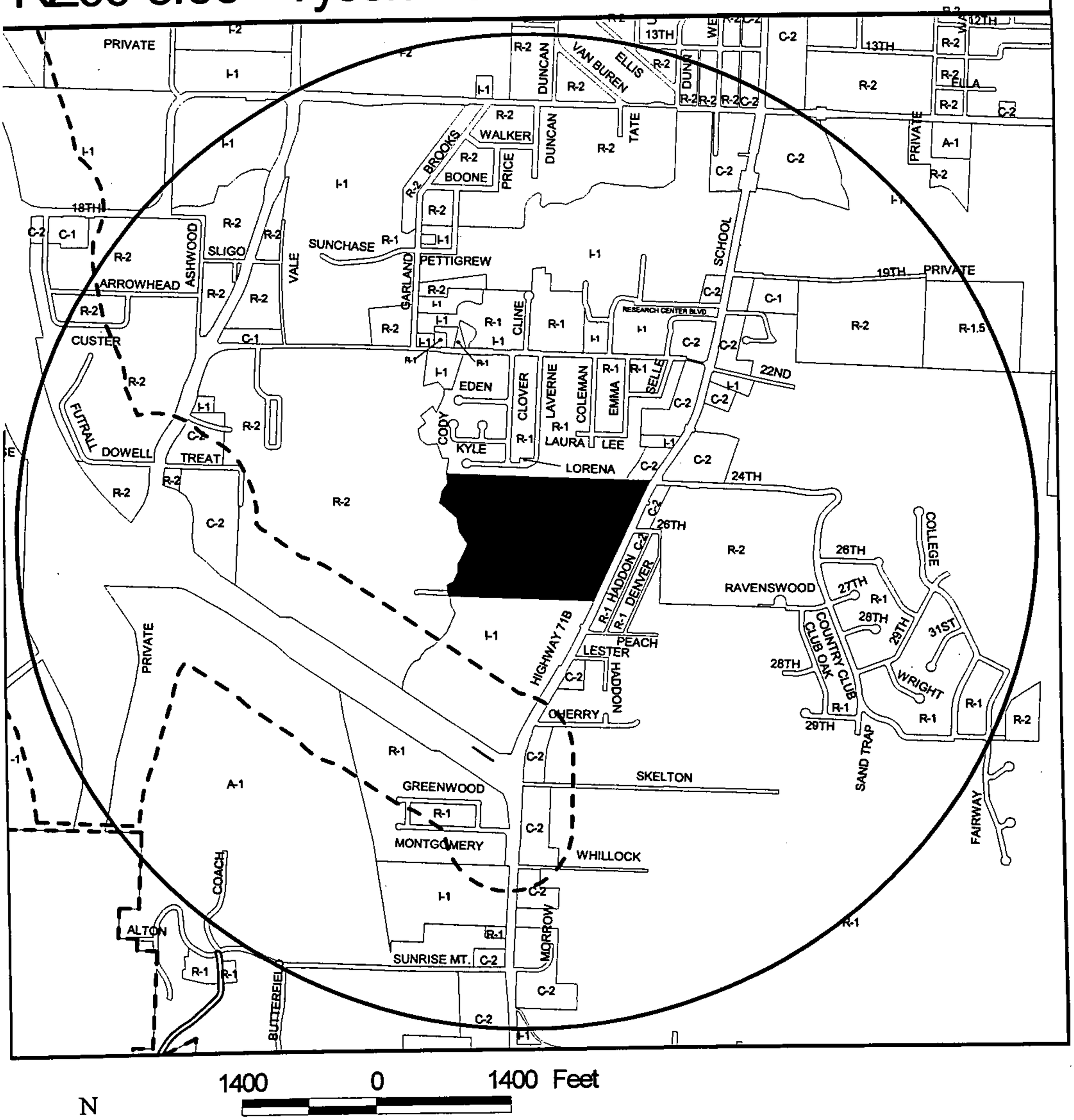
Feeding you like family.®

RZ00-8.00 - Tyson - Close Up

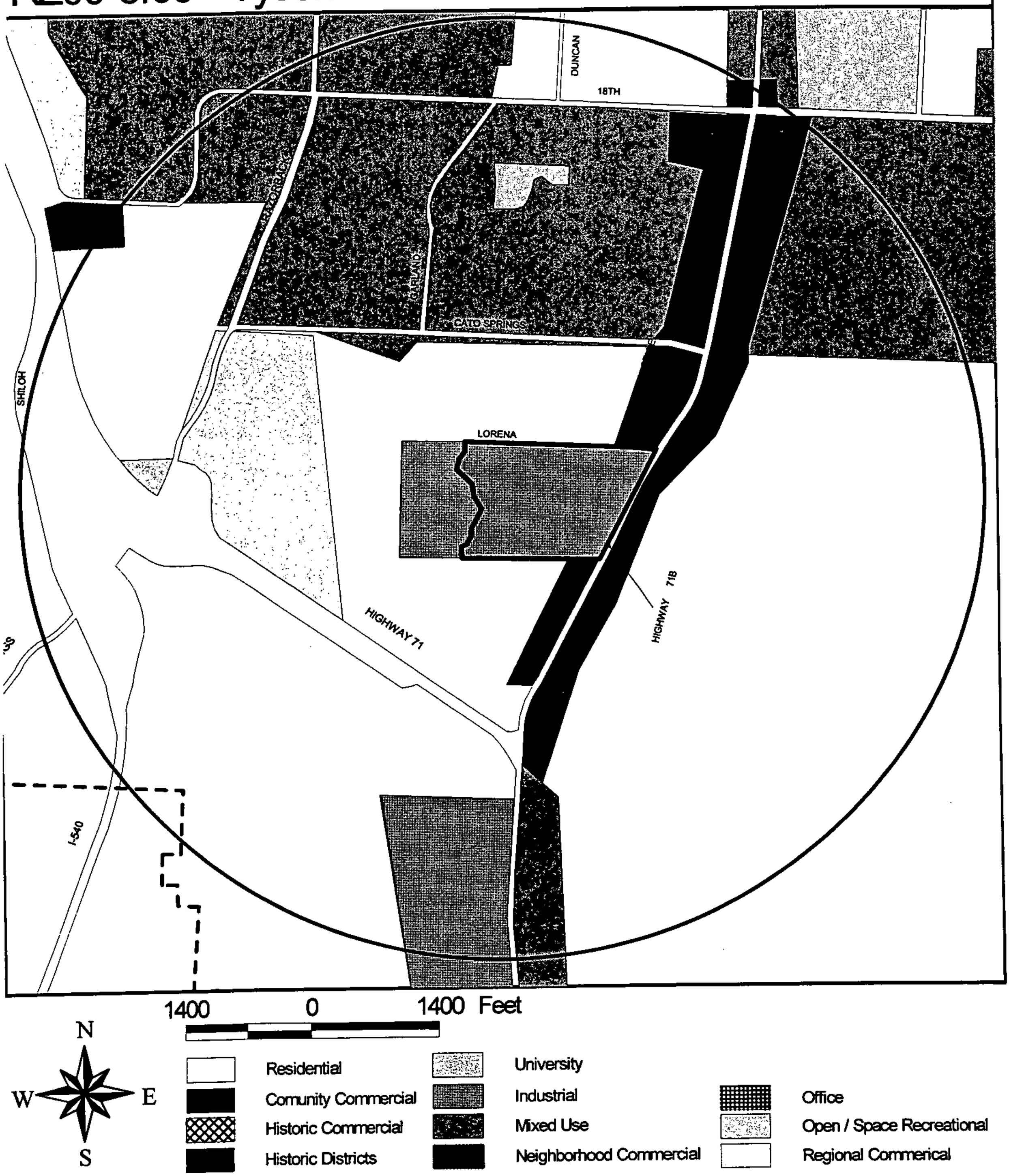




RZ00-8.00 - Tyson - One Mile Diameter



RZ00-8.00 - Tyson - 2020 Plan



ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ00-8 FOR A PARCEL CONTAINING APPROXIMATELY 53.38 ACRES LOCATED AT 2647 S. SCHOOL AVENUE AS REQUESTED BY R. READ HUDSON ON BEHALF OF TYSON FOODS.

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:

From R-2, Medium Density Residential and I-1, Heavy Commercial/Light Industrial to I-2, General Industrial as described in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By_____
Fred Hanna, Mayor

ATTEST:

By_____
Heather Woodruff, City Clerk

EXHIBIT "A"
Tyson Foods, RZ00-8

All that certain piece or parcel of land together with the buildings and improvements thereon, situated and being in the County of Washington and State of Arkansas known and described as follows, to wit:

All that part of the South half of the Northwest quarter of Section 28, Township 16 North, Range 30 West of the 5th P.M., lying West of U.S. Highway No. 71, and being more particularly described as follows, to wit: Beginning at an iron pin on the West boundary of said highway, said point being 120 feet West of the Northeast corner of said 80 acre tract, and running thence West to an iron pin at the Northwest corner thereof; thence South to an iron pin at the Southwest corner thereof; thence East to an iron pin on the West boundary of said highway; thence Northeasterly along the West boundary of said highway to the point of Beginning, containing 68.06 acres, more or less.

Less and except the following described tract:

A part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-eight (28), Township Sixteen (16) North, Range Thirty (30) West, in the City of Fayetteville, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at an iron pin located at the Southwest corner of the said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and running thence North 1318.46 feet to an iron pin located at the Northwest corner of the said forty acre tract; thence East 330.2 feet along the North line of said forty acre tract to an iron pin; thence South 1320.81 feet to an iron pin located on the South line of the said forty acre tract; thence North 89°35'34" West 330.2 feet to the point of beginning, containing 10.00 acres, more or less. Subject to an easement for ingress and egress, 60 feet in width, on the South side thereof, as described in Washington County Deed Record 617 at page 152. Also subject to the 15 foot wide City of Fayetteville water line easement that runs East and West through the North side thereof, said easement being described as being 7.5 feet of equal and uniform width either side of an existing water line and a permanent easement 25 feet in width to the City of Fayetteville, as per right of way grant filed in Book 868 at page 92 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

Less and except the following described property:

That portion of land that lies west of the centerline of East Fork of Cato Springs Branch and containing approximately 4.68 acres.

Also, a 60 foot wide access easement, for ingress and egress, located along the South line of the South Half (s ½) of the Northwest Quarter (NW 1/4) of said Section 28, Township 16 North, Range 30 West, that runs East and West 1645 feet, more or less, from the West line of the said 80 acre tract to the West right of way line of South School Street, City of Fayetteville, Washington County, Arkansas, as described in Book 617 at page 152 in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County.

Subject to easements, rights of way and mineral reservations of record.

STAFF REVIEW FORM

X Agenda Request
___ Contract Review
___ Grant Review

For the Fayetteville City Council meeting of March 7, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 00-9.00 submitted by Charles Venable on behalf of the City of Fayetteville for property located at the southwest corner of Razorback Road and Cato Springs. The property is zoned R-2 Medium Density Residential and contains approximately 19.47 acres. The request is to rezone to I-1, Heavy Commercial/Light Industrial.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**_____

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	2-18-00 Date	Internal Auditor	Date
Purchasing Officer	Date		

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

Division Head	2-18-00 Date	**Cross Reference**
Department Director	2-18-00 Date	New Item: **Yes** **No**
Administrative Services Director	2-18-00 Date	Prev Ord/Res#:_____
Mayor	2/22/00 Date	Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn T. Warrick, Associate Planner
THRU: Tim Conklin, City Planner
DATE: February 14, 2000

RZ 00-9.00: Rezoning (City of Fayetteville, pp 638) was submitted by Charles Venable on behalf of the City of Fayetteville for property located at the southwest corner of Razorback Road and Cato Springs. The property is zoned R-2 Medium Density Residential and contains approximately 19.47 acres. The request is to rezone to I-1, Heavy Commercial/Light Industrial.

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: **Required** **YES**
O Approved **O Denied**

Date: February 14, 2000

CITY COUNCIL ACTION: **Required** ___**YES**___
O Approved **O Denied**

Date: _____

Comments: _____

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BACKGROUND:

This site is currently owned by the City of Fayetteville and is the site of the City's Water and Sewer Operations facility. Until 1998 the property was zoned I-1, Heavy Commercial/Light Industrial, which was an appropriate zone for this use. In March of 1998, the City entered into a contract with The Dinerstein Companies. This company proposed to purchase the property and build 180 apartment units. In order to process this plan, R-2 zoning was sought and granted. After the property had been rezoned however, The Dinerstein Companies backed out of their contract to purchase the property.

The Water and Sewer Division had plans in 1998 to relocate to a site in the south industrial park. Those plans have changed and renovation and addition to the existing site is now the preferred course of action to improve these City facilities. It is now necessary to change the zoning of this property back to I-1 in order for the current use to be conforming and to allow expansion of this facility.

SURROUNDING LAND USE AND ZONING

North:	Single family homes (C-1)
South:	Single Family Home (C-2)
East:	Cornucopia Fayetteville Urban Farm (I-1)
West:	Undeveloped (R-2)

INFRASTRUCTURE:

Streets: The site is adjacent to Razorback Road which is classified on the Master Street Plan as a principal arterial (110' of right of way required), and Cato Springs Road which is classified on the Master Street Plan as a minor arterial (90' of right of way required).

Water: There is a 12" water line crossing this property.

Sewer: There is an 8" sewer line along Cato Springs Road.

LAND USE PLAN: General Plan 2020 designates this site Regional Commercial. Rezoning this property to I-1, Heavy Commercial / Light Industrial, is consistent with the land use plan and compatible with surrounding land uses in the area.

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 requested rezoning is consistent with land use planning objectives. Uses permitted within the I-1 zoning district would be suitable for development in areas designated as Regional Commercial.**

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

Finding: **The rezoning is justified and needed at this time. This action will return the appropriate zoning designation to this property and will allow for expansion of the City's Water and Sewer Operation facility.**

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

Finding: **The proposed rezoning will 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 rezoning will not alter the population density and thereby undesirably increase the load on public services.**

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**

§161.17 DISTRICT I-1 HEAVY COMMERCIAL AND LIGHT INDUSTRIAL.

A. Purpose. The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The light industrial district is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 3	Public Protection and Utility Facilities.
Unit 4	Cultural and Recreational Facilities
Unit 6	Agriculture
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 17	Trades and Services
Unit 18	Gas Service Stations and Drive-In Restaurants
Unit 21	Warehousing and Wholesale
Unit 22	Manufacturing
Unit 25	Professional Offices
Unit 27	Wholesale Bulk Petroleum Storage Facilities with Underground Storage Tanks

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 19	Commercial Recreation
Unit 20	Commercial Recreation-Large Sites
Unit 28	Center for Collecting Recyclable Materials

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

From Street R-O-W (when adjoining A or R districts)	50 ft.
From Street R-O-W (when adjoining C, I or P districts)	25 ft.
Side (when adjoining A or R districts)	50 ft.
Side (when adjoining C, I or P districts)	10 ft.
Rear (when adjoining C, I or P districts)	10 ft.

D. Height Regulations. There shall be no maximum height limits in I-1 District, provided, however, that any building which exceeds the height of 25 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 25 feet.

(Code 1991, §160.039; Code 1965, App. A, Art. 5(VIII); Ord. No. 1747, 6-29-89; Ord. No. 2351, 6-2-77; Ord. No. 2430, 3-21-78; Ord. No. 2516, 4-3-79)

RZ 98-6.00: REZONING (THE DINERSTEIN COMPANIES)
SOUTHEAST CORNER OF CATO SPRINGS ROAD AND RAZORBACK ROAD

Submitted by the applicant for property located at the southeast corner of Cato Springs Road and Razorback Road. The property is zoned I-1, Heavy Commercial-Light Industrial and contains approximately 19.47 acres. The request is to rezone the property R-2, Medium Density Residential.

Staff Recommendation:

Staff recommends approval of the requested rezoning from I-1 to R-2.

Mr. Harold Heady appeared before the Commission on behalf of the applicant.

There were no public comments.

Mr. Heady stated the intent of this project was to build 180 apartment units which would be upscale. It would contain a clubhouse along with substantial amenities e.g. computer facilities and a pool with a deck and students would be the market.

- Mr. Reynolds stated there was heavy commercial in this location and previously the Commission had refused development and recommended zoning to R-2.
- Mr. Forney stated his support for the rezoning saying he would like to see additional development inside the bypass. He further mentioned there was discussion at the University for more student housing. Another thing Commissioner Forney wanted to note as a member of the Planning Commission the state law provided to the Planning Commission to review all public facilities. He requested that relocation of any city facilities (siting issues) be discussed at Planning Commission.

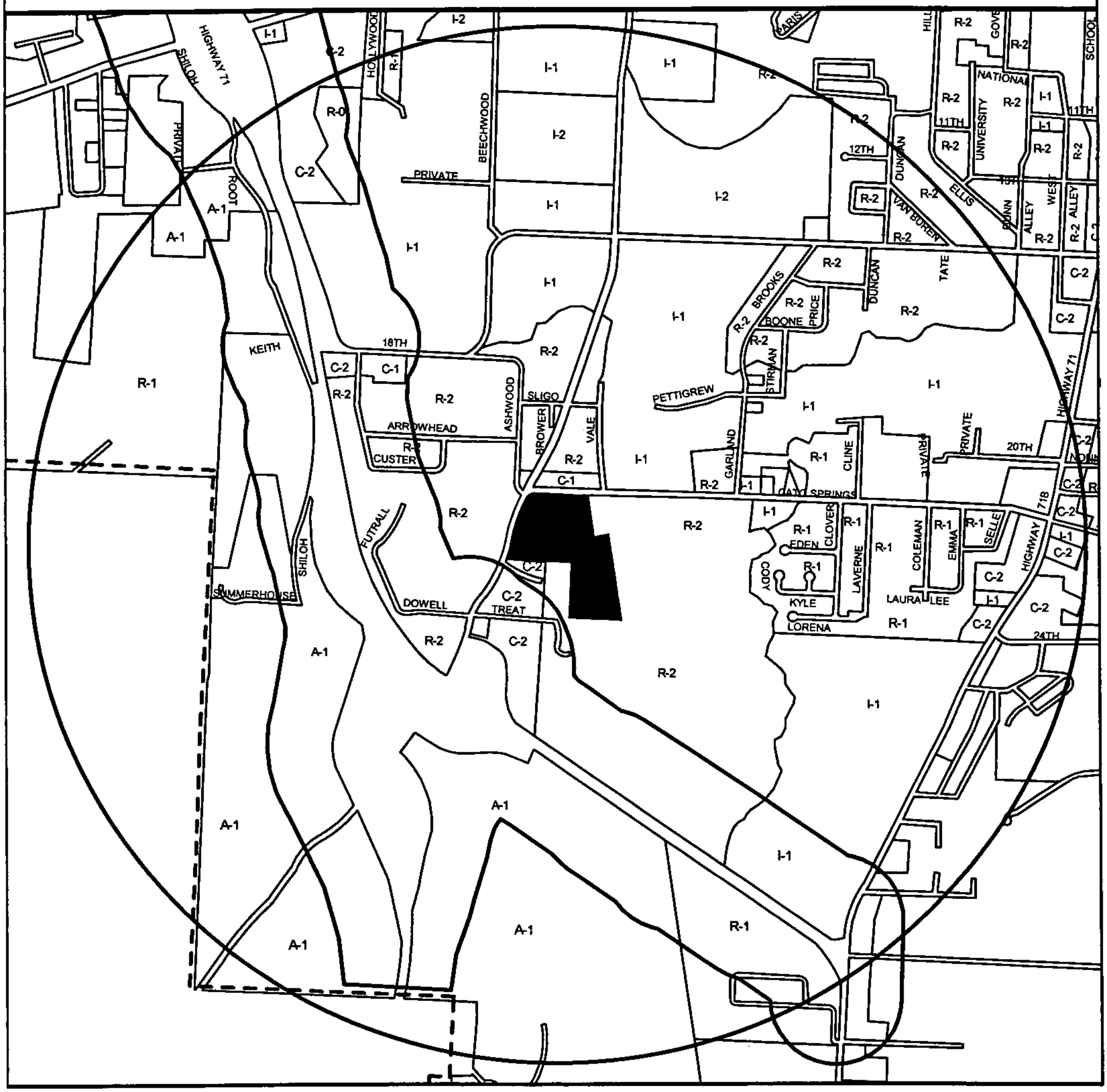
MOTION

Commissioner Reynolds moved to approve requested rezoning from I-1 to R-2.

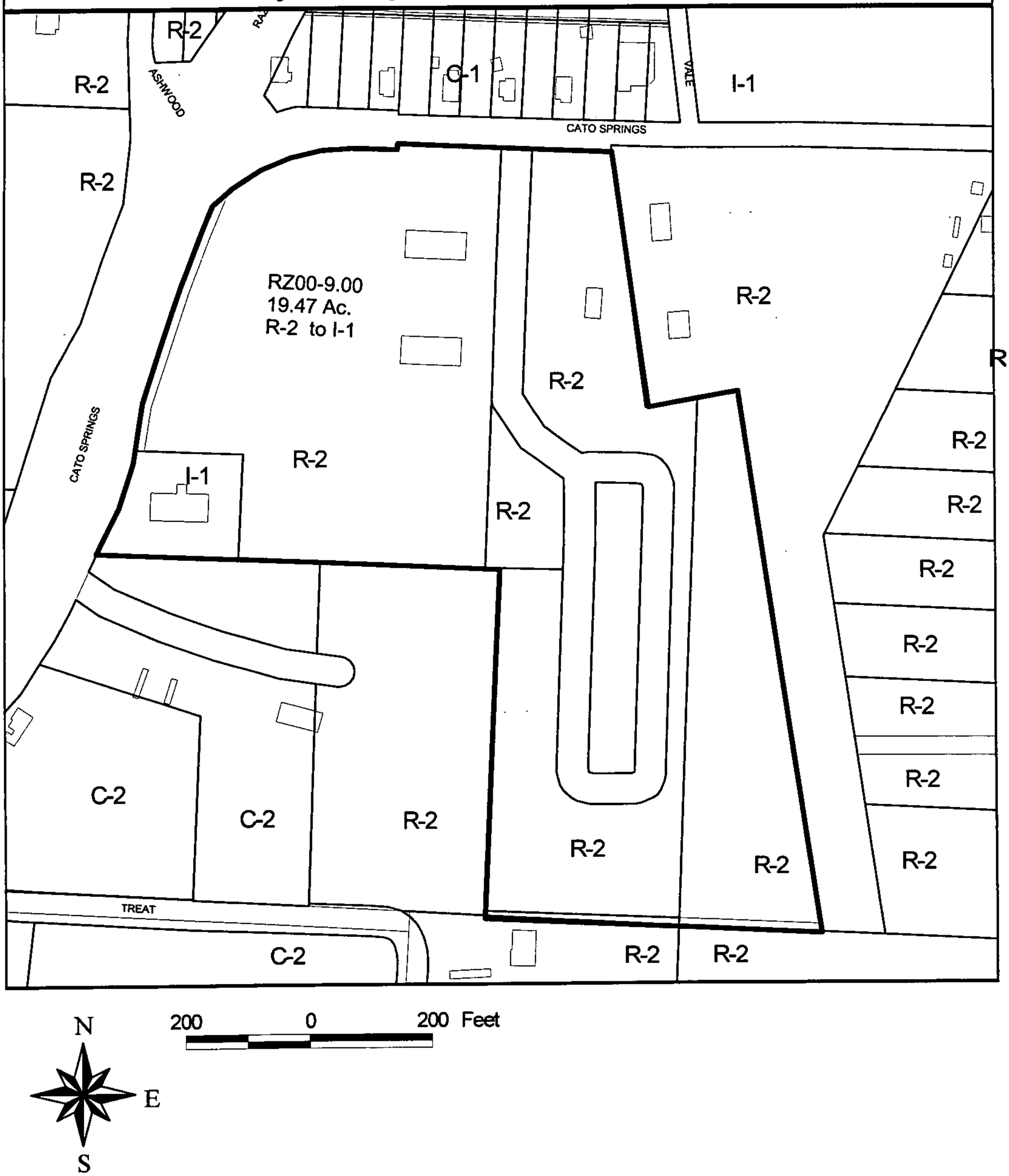
Commissioner Ward seconded above motion.

The roll call was given and said motion carried 8-1-0, Watkins voted nay.

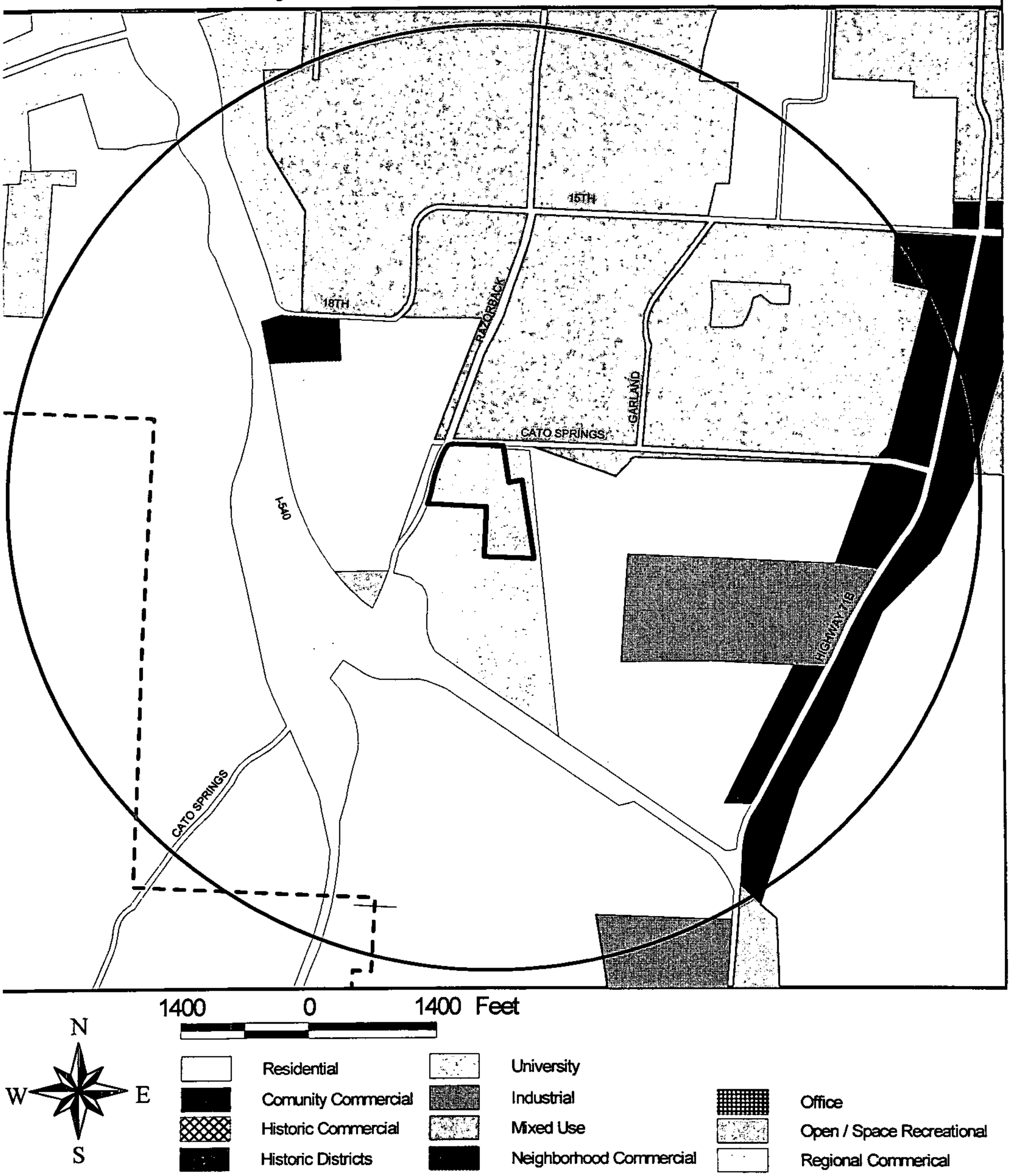
RZ00-9.00 - City of Fayetteville - One Mile Diameter



RZ00-9.00 - City of Fayetteville - Close Up



RZ00-9.00 - City of Fayetteville - 2020 Plan



RZ00-9: REZONING
CITY OF FAYETTEVILLE, PP638

This item was submitted by Charles Venable on behalf of the City of Fayetteville for property located at the southwest corner of Razorback Road and Cato Springs Road. The property is zoned R-2, Medium Density Residential and contains approximately 19.47 acres. The request is to rezone to I-1, Heavy Commercial/Light Industrial.

Dave Jurgens was present on behalf of the request.

Staff Recommendation

Staff recommends approval of the requested rezoning based on the findings included as a part of the staff report.

Commission Discussion

Johnson: Tim, would you make a presentation on this item?

Conklin: This is a request to rezone the Water and Sewer City Operations from R-2 to I-1, Heavy Commercial/Light Industrial. This is the location of where our city Water and Sewer Service Center is located. It also includes an outdoor storage area. The site was rezoned from I-1 to R-2 in 1998. We were working with the Dinerstein Companies to do student housing at this location. Since then, they have withdrawn from the project. The city has decided to expand this facility. The I-1 zoning is required. Staff is recommending support of this rezoning to get back to the original zone. We have with us, Dave Jurgens, who has additional information and can answer questions if you have any.

Johnson: Mr. Jurgens, good evening.

Jurgen: Good evening. Dave Jurgen. Water and Sewer Superintendent. The project to expand this facility was on the books before the offer from Dinerstein was ever made to purchase this land. The Water and Sewer Operation Center has been at this location since 1963. There is a lot of facility in place. Rather than move to an alternate site as originally planned when the purchase offer was made, we decided to save 1.5 million and leave the facility where it is. It's going to cost us roughly 1.5 million dollars more plus the expenditure of whatever the value of the property where ever we would move to. It seems quite honestly to be an unnecessary expenditure of funds to build an equivalent facility at a different location. Additionally, this site gives us excellent access to our most critical facilities via the bypass because our largest waterlines are on the north edge of town. Responding to the location of those waterlines is critical. We've had water leaks in excess of 125 gallons a minute. The time driving from a site

Roll Call

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

on S. Morningside Drive quite honestly caused us a great deal of concern. We were looking at 10 to 15 more minutes of travel time going up Hwy 265 which will be better soon. That was a significant issue for keeping it at the current location. The primary issue is the 1.5 million dollars that we don't have to spend in order to get an equivalent facility at the current site.

Estes: Thank you.

Public Comment

None

MOTION

Commissioner Hoffman made a motion to approve RZ00-9.

Commissioner Shackelford seconded the motion.

Estes: The motion has been made and seconded. Is there discussion?

Hoover: Tim, in an I-1, is there any screening required?

Conklin: We do have a buffer and screening section as part of our code for residential neighborhoods. That is something we will look at during large scale to determine what would be required in this area.

Hoover: My concern is the view from Razorback Road which is our southern entrance to Fayetteville. I'm not sure what you plan for the facility there.

Jurgen: The architect and I are very well aware that this facility is at one of the primary entries to the City. Like you said, the City of Fayetteville entrance sign is right across the road from us. We are going to try and match that. We are indeed going to put up screening. We're going to face the new structure to Razorback Road with a new address off of Razorback Road. Passersby will be looking at the entrance and not the back side. The back side of anything like this never looks as good as the front. Employee parking would be located in the front and then all of the city owned vehicle parking would be in the back so it would be more screened as well. We are planning a full row of trees in the parking area. These are very preliminary plans and would naturally have to come forward to Subdivision Committee as part of a large scale. Also, instead of having two driveway entrances, we are going to share the existing driveway entrance with the Childrens House so that we wouldn't have an additional curb cut.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ00-9 FOR A PARCEL CONTAINING APPROXIMATELY 19.47 ACRES LOCATED AT THE SOUTHWEST CORNER OF RAZORBACK ROAD AND CATO SPRINGS ROAD AS REQUESTED BY CHARLES VENABLE ON BEHALF OF THE CITY OF FAYETTEVILLE.

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:

From R-2, Medium Density Residential to I-1, Heavy Commercial/Light Industrial described IN Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By_____
Fred Hanna, Mayor

ATTEST:

By_____
Heather Woodruff, City Clerk

EXHIBIT "A"
City of Fayetteville, RZ00-9

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 29, T-16-N, R-30-W, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NE CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 29, THENCE SOUTH 2°32'30" WEST - 44.30 FEET TO THE SOUTH RIGHT OF WAY LINE OF CATO SPRINGS ROAD, THENCE ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 87°28'57" WEST - 155.60 FEET TO THE POINT OF BEGINNING, THENCE ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 87°28'57" WEST - 346.86 FEET; THENCE SOUTH 1°52'28" WEST - 9.75 FEET; THENCE NORTH 87°59'09" WEST - 72.23 FEET TO THE BEGINNING OF A CURVE; THENCE SOUTHWESTERLY CURVING TO THE LEFT ALONG SAID SOUTH RIGHT OF WAY LINE, SAID CURVE HAVING A RADIUS OF 298.75 FEET, A DELTA ANGLE OF 48°21'24", AND A LENGTH OF 252.14 FEET TO THE EAST RIGHT OF WAY LINE OF ARKANSAS HIGHWAY 265; THENCE ALONG SAID EAST RIGHT OF WAY LINE SOUTH 21°56'30" WEST - 45.16 FEET; THENCE SOUTH 20°28'50" WEST - 97.90 FEET; THENCE SOUTH 18°58'50" WEST - 48.95 FEET; THENCE SOUTH 17°54'15" WEST - 56.42 FEET; THENCE SOUTH 17°19'40" WEST - 92.37 FEET; THENCE SOUTH 8°47'50" WEST - 101.12 FEET; THENCE SOUTH 17°19'40" WEST - 77.48 FEET; THENCE SOUTH 26°19'33" WEST - 83.72 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 87°22'57" EAST - 653.00 FEET; THENCE SOUTH 2°34'20" WEST - 576.00 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 29; THENCE ALONG SAID SOUTH LINE SOUTH 87°14'15" EAST - 539.50 FEET TO THE WEST RIGHT OF WAY LINE OF THE ARKANSAS MISSOURI RAILROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE NORTH 8°06'09" WEST - 897.20 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE SOUTH 80°33'50" WEST - 150.50 FEET; THENCE NORTH 7°42'23" WEST - 426.50 FEET TO THE POINT OF BEGINNING, CONTAINING 19.47 ACRES, MORE OR LESS, TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS. SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.

February 29, 2000

AGENDA SESSION
for
MARCH 7, 2000 CITY COUNCIL MEETING

NEW ITEMS:

CONSENT AGENDA

1. **INTERFACE COMPUTER CENTER:** A resolution certifying local government endorsement of IF World dba Interface Computer Center to participate in the Advantage Arkansas Program (Act 947 of 1993)

CONSENT AGENDA

2. **OFF-STREET PARKING DISTRICT:** Appointment of Lamar Anderson to the Off-Street Parking Development District Number 1.

NEW BUSINESS #18

3. **LAKE HILLS CHURCH:** An appeal of a Planning Commission decision.
NEED INFO FROM PLANNING.

ADDITIONAL INFORMATION:

1. **RZ 00-8:** Minutes of the Planning Commission meeting for Item No. 10 listed under New Business.

2. **SENIOR COMMUNITY CENTER:** A letter from the Council On Aging for Item No. 3 under New Business.

DRAFT TENTATIVE AGENDA
FAYETTEVILLE CITY COUNCIL
MARCH 7, 2000

A meeting of the Fayetteville City Council will be held on March 7, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

- **LIBRARY PRESENTATION** (AGENDA SESSION ONLY).

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the February 15, 2000 City Council minutes.

2. **AIRPORT CIP PROJECTS:** A resolution approving a contract with McClelland Consulting Engineers, Inc. for engineering services for the Capital Improvement Program projects at the Airport for the term of one year extendable by contract amendment not to exceed three years.

2. **AIRPORT CAPITAL IMPROVEMENT:** A resolution approving Task Order #1 to the contract with McClelland Consulting Engineers, Inc. for engineering services for the CIP projects at the Airport. The amount of the Task Order #1 is not-to-exceed $71,283.00 and will cover the scope of the design and oversight of the construction of the access drive on the east side of the airport.

B. OLD BUSINESS

C. NEW BUSINESS

1. **WATER/SEWER EASEMENT:** An ordinance vacating a 50 ft. wide water easement, filed in Washington County in 1973 (Book 856 at Page 720). Sewer line is not located within easement area and new easements have been acquired for the proper location of the lines.

delete space

2. **6th STREET IMPROVEMENT:** An ordinance authorizing the City Attorney to seek court ordered possession of land, permanent drainage easement area and temporary construction easement area from part of Lots 5 ~~and 6~~, Block 10, Ferguson's Addition, being a part of property owned by Eastate of Lonnie and Hazel Shook for the extension of 6th Street and Hwy 71B intersection improvement.

3. **SENIOR COMMUNITY CENTER:** Discussion on the construction of the Senior Center.

4. **BOTANICAL GARDEN:** An ordinance approving an agreement for professional services with Portoco Group for the feasibility study of the Botanical Garden Society of the Ozarks, Inc. as part of the matching grant program award from the Arkansas Department of Parks and Tourism. The contract amount is $21,895.40. A bid waiver is requested. Approval of a budget adjustment recognizing the grant funding and city match is also requested.

5. **RZ 99-34:** An ordinance approving rezoning request RZ 99-34 submitted by Daniel Broyles on behalf f Robert Norman, Kyle Pendergraft, and Rick Barnes for property located at 1633 E. Zion Road. The property is zoned A-1, Agricultural and contains approximately 0.76 acres. The request is to rezone the property to R-2, Medium Density Residential.

6. **RZ 00-2:** An ordinance approving rezoning request RZ 00-2 submitted by Bill Keating of Keating Enterprises Inc. for property located at Lots 1 and 2 Sunbridge East. The property is zoned R-O, Residential Office and contains approximately 2.89 acres. The request is to rezone to C-1, Neighborhood Commercial.

7. **RZA 00-1:** An ordinance approving annexation request RZA 00-1.00 submitted by Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is in the planning growth area and contains approximately 15 acres. The request is to annex subject property into the City of Fayetteville.

8. **RZ 00-3:** An ordinance approving rezoning request RZ 00-3 submitted by Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is zoned A-1, Agricultural and contains approximately 15 acres. The request is to rezone to R-1, Low Density Residential.

9. **RZ 00-8:** An ordinance approving rezoning request RZ 00-8 submitted by R. Read Hudson on behalf of Tyson Foods for property located at 2647 S. School Ave. The property is zoned I-1, Heavy Commercial/Light Industrial and R-2, Medium Density Residential and contains approximately 53.38 acres. The request is to rezone to I-2, General Industrial.

10. **RZ 00-9:** An ordinance approving rezoning request RZ 00-9 submitted by Charles Venable on behalf of the City of Fayetteville for property located at the southwest corner of Razorback Road and Cato Springs. The property is zoned R-2, Medium Density Residential and contains approximately 19.47 acres. The request is to rezone to I-1, Heavy Commercial/Light Industrial.

Monday, March 6, 2000 Northwest Arkansas TIMES

FINAL AGENDA
FAYETTEVILLE CITY COUNCIL
MARCH 7, 2000

A meeting of the Fayetteville City Council will be held on March 7, 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 February 15, 2000 City Council minutes.
2. **MANHOLE REHABILITATION:** A resolution approving a construction contract with Kim Construction, Inc. for sanitary sewer manhole rehabilitation, Illinois Basin 6-9 and 16, and White River Minisystem 9A, in the amount of $937,705, and approve a 5% contingency of $46,885.
3. **AIRPORT CIP PROJECTS:** A resolution approving a contract with McClelland Consulting, Engineers, Inc. for engineering services for the Capital Improvement Program projects at the Airport for the term of one year extendable by contact amendment not to exceed three years.
4. **AIRPORT CAPITAL IMPROVEMENT:** A resolution approving Task Order #1 to the contract with McClelland Consulting Engineers, Inc. for engineering services for the CIP projects at the Airport. The amount of the Task Order #1 is not-to-exceed $71,283.00 and will cover the scope of the design and oversight of the construction of the access drive on the east side of the airport.
5. **PARK'S BUDGET ADJUSTMENT:** A resolution approving a budget adjustment in the amount of $106,121 to realign the Park's Divisions expenditures.
6. **INTERFACE COMPUTER CENTER:** A resolution certifying local government endorsement of IF World dba Interface Computer Center to participate in the Advantage Arkansas Program (Act 947 of 1993).
7. **OFF-STREET PARKING DISTRICT:** Appointment of Lamar Anderson to the Off-Street Parking Development District Number 1.

E. OLD BUSINESS

1. **QUESTEC CORPORATION:** An ordinance awarding a contract to QuesTec Corporation for preparation of a business plan, waiving competitive bidding, and appropriating up to $200,000 for preparation of a business plan.
2. **PUBLIC FACILITIES BOARD:** An ordinance to expand the role of the Public Facilities Board to include recreational facilities and multi-family housing as provided by State Law.

C. NEW BUSINESS

1. **WATER/SEWER EASEMENT:** An ordinance vacating a 50 ft. wide water easement, filed in Washington County in 1973 (Book 856 at Page 720). Sewer line is not located within easement area and new easements have been acquired for the proper location of the lines.
2. **6th STREET IMPROVEMENT:** An ordinance authorizing the City Attorney to seek court ordered possession of land, permanent drainage easement area and temporary construction easement area from part of Lots 5 and 6, Block 10, Ferguson's Addition, being a part of property owned by Estate of Lonnie and Hazel Shook for the extension of 6th Street and Hwy 71B intersection.
3. **SENIOR COMMUNITY CENTER:** Presentation and discussion on the construction of the Senior Center.
4. **CHILDREN'S HOUSE/SAGE HOUSE:** Discussion on a potential land lease for the construction of Children's House.
5. **BOTANICAL GARDEN:** An ordinance approving an agreement for professional services with Portoco Group for the feasibility study of the Botanical Garden Society of the Ozarks, Inc. as part of the matching grant program award from the Arkansas Department of Parks and Tourism. The contract amount is $21,895.40. A bid waiver is requested. Approval of a budget adjustment recognizing the grant and city match is also requested.
6. **RZ 99-34:** An ordinance approving rezoning request RZ 99-34 submitted by Daniel Broyles on behalf of Robert Norman, Kyle Pendergraft, and Rick Barnes for property located at 1633 E. Zion Rd. The property is zoned A-1, Agricultural and contains approximately 0.76 acres. The request is to rezone the property to R-2, Medium Density Residential.
7. **RZ 00-2:** An ordinance approving rezoning request RZ 00-2 submitted by Bill Keating of Keating Enterprises Inc. for property located at Lots 1and 2 Sunbridge East. The property is zoned R-O, Residential Office and contains approximately 2.89 acres. The request is to rezone C-1, Neighborhood Commercial.
8. **RZA 00-1:** An ordinance approving annexation request RZA 00-1 submitted by Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge and south of Mount Comfort Road. The property is in the planning growth area and contains approximately 15 acres. The request is to annex subject property into the City of Fayetteville.
9. **RZ 00-3:** An ordinance approving rezinging request RZ 00-3 submitted by Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge and south of Mount Comfort Road. The property is zoned A-1, Agricultural and contains approximately 15 acres. The request is to rezone to R-1, Low Density Residential.
10. **RZ 00-8:** An ordinance approving rezoning request RZ 00-8 submitted by R. Read Hudson on behalf of Tyson Foods for property located at 2647 S. School Ave. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 53.8 acres. The request is to rezone I-2, General Industrial.
11. **RZ 00-9:** An ordinance approving rezoning request RZ 00-9 submitted by Charles Venable on behalf of the City of Fayetteville for property located at the southwest corner of Razorback Road and Cato Springs. The property is zoned R-2, Medium Density Residential and contains approximately 19.47 acres. The request is to rezone to I-1, Heavy Commercial/Light Industrial.
12. **LAKE HILLS CHURCH:** An appeal of a Planning Commission decision on rezoning request RZ 00-4 for property located on Hwy 265, south of Williams Dance Studio. The property is zoned A-1, Agricultural and contains approximately 3.58 acres. The request is to rezone to P-1, Institutional.