FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
FAYETTEVILLE CITY COUNCIL
JUNE 6, 2000

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

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the May 16, 2000 City Council meeting.

2. **GARLAND STREET IMPROVEMENTS:** A resolution approving an engineering design contract in the amount of $28,253.37 with Hawkins-Weir Engineers, Inc. for the design of water and sanitary sewer relocations and system improvements on Garland Street from Maple Street to North Street in preparation for the State AHTD widening of Garland Street.

73-00

3. **COPS IN SCHOOLS FEDERAL GRANT:** A resolution accepting a Cops in Schools Federal Grant in the amount of $470,095.00 and approval of a budget adjustment in the amount of $46,530.00.

74-00

4. **OLD MISSOURI ROAD IMPROVEMENTS:** A resolution approving a contract for surveying services in the amount of $70,060.00 with Garver Engineers for the Old Missouri Road improvements; and approval of a budget adjustment in the amount of $70,060.00 to fund the surveying contract.

75-00

5. **BID 00-42:** A resolution awarding Bid 00-42 to Central States Fire Apparatus LLC for the purchase of a new Fire Department pumping engine at a cost of $209,096.00.

76-00

6. **AD 00-10.00:** A resolution approving AD 00-10.00 as submitted by the City Planning Division to adopt the planning area boundary.

77-00

B. OLD BUSINESS

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

C. NEW BUSINESS

left 1st on reading. approved 78-00

1. ✓ **RZ 00-15.00:** An ordinance approving rezoning request RZ 00-15.00 submitted by Bill Helmer on behalf of Clifford and Mary Clevenger and Mary Silvis for property located at 831 N. 54th Avenue. The property is zoned A-1, Agricultural and contains approximately 2.97 acres. The request is to rezone to R-1, Low Density Residential.

2. **AIRPORT STANDARDS:** A resolution adopting the updated "Minimum Standards for Operations and Commercial Activities" for the Fayetteville Municipal Airport-Drake Field replacing the current document and its revisions.

approved 79-00

3. **RFQ 00-4:** Resolution approving a Letter of Engagement to Kutak Rock & Campbell for attorney services on the financing of the Wastewater Treatment Plant Facility.

80-00 approved

4. **RFQ 98-10:** Resolution approving a Letter of Engagement to Wright, Lindsey & Jennings for the financing of the New Library.

passed 4848

5. ✓✓ **FARMERS MARKET:** Ordinance amending section 114.03 of the Code of Fayetteville, Food; Milk, as proposed by the Board of Directors of Rural Mountain Producers Exchange, Inc. to allow vendors to use parking spaces on the east side of East Street and to allow the ~~sell~~ Sale of other processed farm products.

left on 1st

6. ✓ **PARTIAL PERMIT:** An ordinance repealing section 156.04, section 169.03(B)(6), and section 170.03(A) of the Code of Fayetteville, Unified Development Ordinance, and amending those sections to prohibit non-final, partial and or phased grading and/or stormwater management, drainage and erosion control permits. Set up committee. Friday deadline.

7. **DAMAGE CLAIM:** Consideration of a damage claim filed against the City by Richard Shewmaker.

Coleen Guston - 3870 Ron Orchard. Rd.

? Joleen. Conno. - Fitz Dr.?

Fran Alexander - Forhunter Rd.

Richard Shewmaker. - adjourned 9:40

* Sp mtg after agenda session to consult Richard Shewmaker.

get letter from Jerry
from Little Rock
on Swan Birds.

to attach to minutes.

June 6, 2000.

	Roll.				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
MAYOR HANNA	✓				
	BD HD. Consent.				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS					
MAYOR HANNA					
	8-0-0. RZ 00-15.00.				
AUSTIN					
DAVIS					
TRUMBO	Left on 1st.				
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
REYNOLDS					
MAYOR HANNA					

	RA ++ Urgent Standards.				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
MAYOR HANNA					
	8-0-0. ++ BA. RFQ 00-4.				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
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MAYOR HANNA					
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	RA HD. Farmers Market.	2ND RS RA.	PASS.		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
MAYOR HANNA					
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AUSTIN					
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TRUMBO					
DANIEL					
SANTOS					
YOUNG	left 1st.				
RUSSELL					
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MAYOR HANNA					
	Damage Claim.				
AUSTIN					
DAVIS					
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DANIEL					
SANTOS					
YOUNG					
RUSSELL					
REYNOLDS					
MAYOR HANNA					

MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
MAY 16, 2000

A meeting of the Fayetteville City Council was held on May 16, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

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

Charles Venable, Public Works Director, presented Ms. Lisa Paschal with an Employee of the Month Award. Ms. Paschal is a horticulturist with the Parks & Recreation Department. Mr. Venable stated the City tried to recognize employees for ideas which would save the City money. Ms. Paschal has proposed to plant certain types of ground cover to replace some of the grass areas which need to be mowed. Lisa has recognized seven park areas in which the city is going to try and restore or create meadow habitats. These seven parks include: Routh Park, Buddy Hayes Park, Red Oak Park, Ridgeway View Park area, Combs Park, as well as undeveloped wetlands in Bryce Davis Park and Salem Village. She is also working with Adopt-A-Park groups at Bridgeport and Red Oak Park to restore natural areas. These areas are now difficult to mow and maintain. She is also going to plant shrubs, trees, and flowers that are native to the area. Permanent plant labels will also be used to identify one plant from another. She also has identified five city streets for a Native Meadow and Habitat Plan. Certain sections of Gregg Street, Mt. Comfort Road, Wedington Drive and Deane Street have been identified. Based on our records, last year's mowing records, it was anticipated that the City will save approximately $800.00 an acre for following this plan.

Mayor Hanna presented Lisa Paschal with a certificate and a check and thanked her for her recommendations and hard work.

Ms. Lisa Paschal thanked Connie Edmonston, Parks & Recreation Superintendent, and Terry Gulley, Turf and Facility Coordinator, for their encouragement and support.

Mayor Hanna stated the only item on the agenda was the Consent Agenda.

CONSENT AGENDA

APPROVAL OF MINUTES
Approval of the minutes of the May 2, 2000 City Council meeting.

MUTUAL AID AGREEMENT: A resolution approving a mutual agreement with Arkansas Rural Water Association and identifying the Mayor or his designee as the authorized representative.

RESOLUTION 60-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SEWER REHABILITATION: A resolution approving Change Order Number 2 for the construction contract with Insituform Technologies, Inc. for citywide sewer rehabilitation construction, in the amount of $388,158.50, and approval of a contingency of $39,000. This is a change order for a second term of a previous bid, approved and executed term contract.

RESOLUTION 61-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

TRACT #44 GAS EASEMENT: A resolution authorizing the Mayor to sign a 30-foot easement across property designated as Tract #44 containing approximately 2400 square feet for 16-inch high pressure gas lines for the Arkansas Western Gas Co. The property is the Fayetteville Fire Station on Highway 265.

RESOLUTION 62-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

TRACT #3X: A resolution authorizing the Mayor to sign a 30-foot easement across property designated as Tract #3X containing approximately 5700 square feet for 16 inch high pressure gas lines for the Arkansas Western Gas Co. The property is located at 897 N. Crossover Road.

RESOLUTION 63-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

DRAINAGE IMPROVEMENTS: A resolution approving a cost share agreement with Lindsey-Green Commercial Properties for drainage improvements between Millsap and Highway 71. The cost share will not exceed $23,452.50 (one-half of the estimated $46,905.00 costs) without further approval.

RESOLUTION 64-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

PHYSICAL FITNESS: A resolution adopting the revised Physical Fitness for Law Enforcement Officers Policy.

RESOLUTION 65-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

T-HANGAR: A resolution approving an amendment to Task Order No. 2 to the agreement with McClelland Consulting Engineers, Inc. for an amount not to exceed $7,935.00. The amendment provides for the design and construction oversight for a second T-hangar unit during the next construction phase of growth for general aviation at the Airport.

RESOLUTION 66-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

OZARK REGIONAL TRANSIT: A resolution approving a budget adjustment increasing the transfer to Ozark Regional Transit, an additional $20,000.

RESOLUTION 67-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

6th STREET EXTENSION: A resolution approving a construction contract and project contingency funds for 6th Street extension road construction and 6th Street/S. School Avenue intersection improvement.

RESOLUTION 68-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 00-39: A resolution awarding Bid 00-39 to Roofing Systems, Inc. for replacing the roof at the Engineering Building (formerly TCA Cable), 125 W. Mountain at a cost of $38,605.00, and a 10% contingency of $3,860.00.

RESOLUTION 69-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 00-40: A resolution awarding Bid 00-40 to Franklin and Son, Inc. for replacing the roof at Parks Complex, 1455 S. Happy Hollow Road at a cost of $26,140.00

RESOLUTION 70-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 00-43: A resolution awarding Bid 00-43 to Airworks, Division of MCC for HVAC at the Engineering Building located at 125 W. Mountain Street at a cost of $55,455.00 with a 10% contingency of $5,545.00.

RESOLUTION 71-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Ron Austin made a motion to approve the Consent Agenda. He wanted to point out to the public that there was thorough involvement of many staff members to bring the Agenda to this point. The Building Maintenance staff, the business people, the grant writers and administrators, the Airport Board and staff, the Parks & Recreation people, the Street Division people, the Water & Sewer people, the Engineering Department, and he was sure he left some out. All of them have worked very hard on these items. It seems the Council shouldn't just pass the items on through just because they are on the Consent Agenda. He just wanted to recognize all of those people, of which some of them were here tonight.

The other Aldermen agreed with Alderman Ron Austin.

Alderman Kevin Santos seconded the motion.

Mayor Hanna stated that the Council had a motion and second to approve the Consent Agenda. He asked the City Clerk to call the roll.

Alderman Ron Austin made a motion to approve the Consent Agenda. Alderman Kevin Santos seconded the motion. Upon roll call the motion passed unanimously.

ANNOUNCEMENTS

Alderman Kevin Santos stated there would not be an Environmental Concerns Committee meeting. The committee normally met on the third Wednesday of every month at 5:30 p.m., but their speaker for this month had a scheduling conflict and would not be there. Their next meeting would be the third Wednesday in June at 5:30 p.m. in Room 326.

Alderman Ron Austin announced there would be two Ordinance Review Committee meetings. May 30th, immediately following the Agenda Session. They would be discussing the use of sales tax and permits and grading, stormwater and stormwater management. The second meeting would be June 27th. They were going to take up the tree preservation ordinance.

Alderman Trent Trumbo mentioned the City needed additional volunteers for Meals-On-Wheels. Explaining there was shortage of drivers during the summer months. If anyone was interested, please call Betty Turner, Council of Aging.

Alderman Cyrus Young asked if the Ordinance Review Committee was going to take up the tree ordinance?

Alderman Ron Austin replied he had been asked to put it on the agenda. Adding he put every item on the agenda that he had been asked to and he had announced every one of them in public.

Alderman Cyrus Young stated the Ordinance Review Committee seemed like the wrong committee to be reviewing the Tree Ordinance.

Alderman Ron Austin replied he didn't know if they needed to change the ordinance, but some people seemed to think that they did. The Ordinance Review Committee, he assumed, was the proper place for review before it was referred to Council, but no one else was precluded from dealing with it.

Meeting Adjourned at 6:40 p.m.

RECEIVED
MAY 09 2000
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

STAFF REVIEW FORM

__X__ AGENDA REQUEST
__X__ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of June 6, 2000

FROM:

Jim Beavers	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED:

Approval of an engineering design contract in the amount of $28,253.57 with Hawkins-Weir Engineers, Inc. for the design of water and sanitary sewer relocations and system improvements on Garland from Maple to North Street in preparation for the State AHTD widening of Garland from Maple to North Street.

COST TO CITY:

$28,253.57	$540,000	Garland Ave - Water And sewer relocations
cost of this Request	Project Budget	Project Name
4470-9470-5808.00	$0	Water/Sewer Improvements
Account Number	Funds Used To Date	Program Name
00018-1	$540,000	Sales Tax
Project Number	Remaining Balance	Fund

BUDGET REVIEW: __X__ Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Accounting Manager — Date: 5-9-00

ADA Coordinator — Date:

City Attorney — Date: 5-9-00

Internal Auditor: Yolanda Fields — Date: 5-9-00

Purchasing Officer — Date: 5-9-00

STAFF RECOMMENDATION: Approval

Division Head — Date: May 8 '00

Department Director — Date:

Administrative Services Director — Date: 5-10-00

Mayor — Date:

Cross Reference

New Item: **Yes**

Prev Ord/Res #_____

Orig Contract Date:_____

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charles Venable, Public Works Director
Contract Review

From: Jim Beavers, City Engineer JB

Date: May 8, 2000

Re: Council Meeting June 6, 2000
Proposed engineering contract with Hawkins-Weir Engineers
Garland Avenue water/sewer relocations

The AHTD is planning to widen Garland (Highway 112) between Maple and North Street. In preparation of the proposed widening water and sanitary sewer relocations are necessary. The proposed water and sanitary sewer scope is relocate the existing 10 inch water line in Garland between Maple and Cleveland with a relocated 12 inch main, replace and encase the sanitary sewer at the intersection of Garland and Cleveland, and construct a new 12 inch water main along Garland between Cleveland and North Street to reinforce the water system in this area. Additional information can be found on page 106 of the CIP (copy enclosed).

The AHTD schedule for widening is dependent upon right-of-way negotiations with Leverett Elementary and other properties along Garland. The public hearing has not yet been scheduled. Staff recommends that we proceed with the design in anticipation of the AHTD and School reaching an agreement.

The engineering firm of Hawkins-Weir was chosen based upon a formal selection in accordance with State law and the City's policy for engineering selections.

The proposed contract is for design and bidding only with a not-to-exceed price of $28,253.57 with a provision for a future amendment to add construction management if the City so desires.

Enc:

1. Vicinity Map/CIP page 106
2. Two original contracts for signature.

CITY OF FAYETTEVILLE, ARKANSAS
2000 - 2004 CAPITAL IMPROVEMENTS PROGRAM
PROJECT DETAIL

PROJECT TITLE: Garland Avenue - Water/Sewer Relocations

REQUESTING DIVISION: Water/Sewer & Engineering

FUNDING SOURCE: Sales Tax Capital Improvements Fund

PROJECT CATEGORY: Water & Sewer Improvements

INITIAL YEAR PRIORITY: 1

PROJECT TYPE: REPLACEMENT Y EXPANSION Y

PROJECT COST	
2000	$ 540,000
2001	
2002	
2003	
2004	
TOTAL PROJECT COST	$ 540,000

PROJECT DESCRIPTION & JUSTIFICATION :

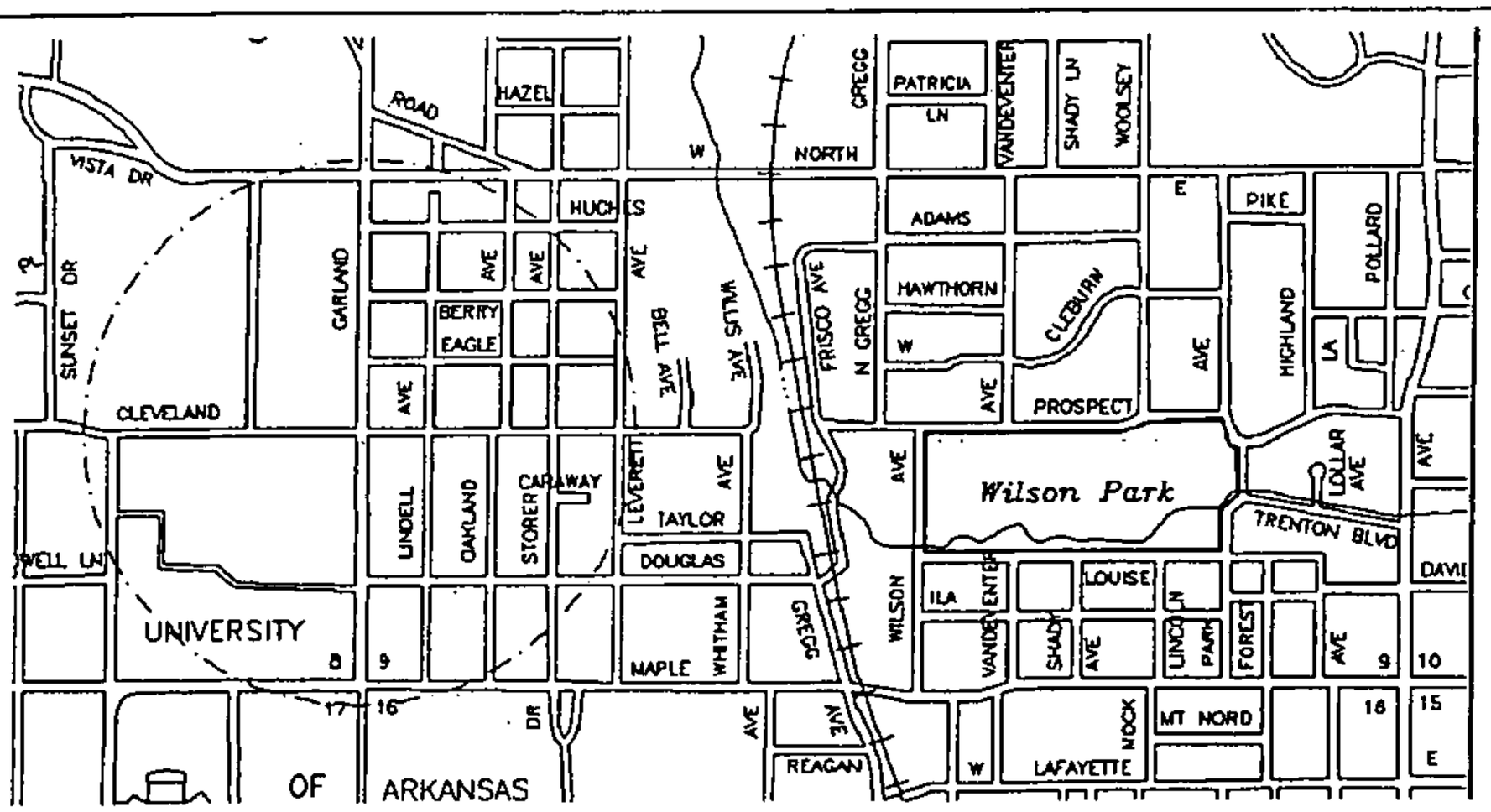
Garland Avenue (State Highway 112) relocations from Maple to North. Relocation of an existing 10 inch water main from Maple to Cleveland. New 8 inch or 12 inch water main from Cleveland to North, relocate the sewer crossing as necessary at Cleveland and east to west ties to the line at Lindell. The relocations are mandated due to the AHTD widening of Garland from Maple to North. The extension is requested to strengthen the water flow to the University and the Garland area.

PROJECT STATUS (IF IN PROGRESS) :

The AHTD has requested that the City provide the proposal for relocations by November 15, 1999.

EFFECT OF THE PROJECT ON ANNUAL OPERATIONS

Nominal maintenance on the water mains and gravity sewer mains.



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 Hawkins-Weir Engineers, Inc. with offices located in Van Buren, Arkansas hereinafter called the "ENGINEER".

WITNESSETH:

Whereas, the "OWNER" is planning to relocate water and sanitary sewer lines as necessary to accommodate the proposed widening of Garland Avenue from Maple Street to North Street per AHTD job 040273 and Whereas the "OWNER'S" forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and Whereas, the "ENGINEER'S" staff is adequate and well qualified and it has been determined that its current work load will permit completion of the plans for the project on schedule;

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

SECTION I - EMPLOYMENT OF ENGINEER

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

SECTION II -DESCRIPTION OF THE PROJECT

The Project consists of the engineering services required for the relocation and extension of water and sanitary sewer lines and improvements necessary to accommodate the widening and reconstruction of Garland Avenue from Maple Street to North Street per AHTD job 040273.

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" DURING "DESIGN" PHASE

The project will be designed and constructed to meet water and sewer standards in accordance with the "OWNER'S" Water and Sewer, and other related Standards. Construction specifications shall be based on "Standard Specifications for Highway Construction Edition 1996 of the AHTD" and latest special provisions and City of Fayetteville Specifications relating to the design of this project. The design concept with regard to water and sewer relocations, geometric, detours, right-of-way, utility easements, and other related items shall be submitted by the "ENGINEER" (in the form of a Preliminary Engineering Assessment) and approved by the "OWNER" prior to beginning design work.

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

The "ENGINEER" shall prepare and submit the following documents to the Owner.

Conceptual Design Documents (25% complete) including:

A. Existing conditions
B. Proposed AHTD improvements
C. Existing and proposed franchised utility locations
D. Technical design memorandum
E. Outline of specifications
F. Narrative outlining design decisions, conclusions, and recommendations
G. Cost Estimate

Preliminary Design Documents (50% complete) including:

A. 50% complete construction plans

B. Draft copy of specifications and bid documents (excluding bid form/proposal)
C. Cost Estimate

Prefinal Design Documents (95% complete) including:

A. Plans
B. Specifications and Bid Documents
C. Cost Estimate

Final Design Documents (100% Complete)

The "ENGINEER" shall conduct preliminary design to prepare preliminary construction plans including preliminary plans, preliminary specifications, and preliminary cost estimate.

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

The "ENGINEER" shall furnish plans to all utility companies affected by the project and if necessary, shall conduct a coordination meeting among all affected utility companies to enable them to coordinate efforts for the necessary utility relocations. This coordination meeting will take place at the City Engineer's office.

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

SECTION V - COORDINATION WITH "OWNER"

The "ENGINEER" shall hold conferences throughout the design of the project with representatives of the " OWNER" 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" City Engineers office.

SECTION VII - DELIVERABLES

The "ENGINEER" shall provide the following:

A. Concept Phase – two (2) sets of plans and documents
B. Preliminary Phase – two (2) sets of plans and documents
C. Prefinal Phase – two (2) sets of plans and documents
D. Final Phase - three (3) sets of plans and documents along with:
   (1) One (1) copy of all design calculations.
   (2) Originals of all drawings, specifications, and contract documents.
   (3) One (1) electronic copy of plans (in AutoCAD Release 14) and bid documents.
E. Right of Way/Easement surveys including a right of way/easement map showing all property needed to be acquired by the Owner with legal descriptions for each individual parcel.

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

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

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

SECTION IX - SUBCONTRACTING

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

SECTION X - TIME OF BEGINNING AND COMPLETION

The "ENGINEER" shall begin work under this Agreement within ten (10) days of notice to proceed and shall complete the plans for the construction contract within 90 calendar days.
(ninety) 1/8

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

SECTION XI - FEES AND PAYMENTS

A. "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 % of direct labor costs, plus direct reimbursable expenses associated with the project, plus a fixed fee which are payable as follows:

1)	"Design" phase services:	23,753.57
2)	Fixed fee for "Design" services:	3,500.00
3)	Reimburseables:	1,000.00
4)	Engineering contract amount for "Design" phase services not to exceed:	28,253.57

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

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

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

B. "Construction" Phase Services: (This section may be added by Contract Addendum after the Design Phase is complete and a Contractor is selected.

For "Construction" phase services rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of

% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed fee which are as follows:

1) "Construction" phase services costs not to exceed: N/A

2) Fixed fee for "construction" phase services: N/A

3) Engineering contract amount for "Construction" phase services not to exceed N/A

(based upon an assumed construction period not to exceed days.)

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

SECTION XII - CHANGES

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

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

Any claim by the "ENGINEER" for adjustment under this clause must be asserted with thirty (30) days from the date of receipt by the "ENGINEER" of the notification of change; provided, however, that the "OWNER" if it decides that the facts justify such action, may receive and act upon any such claim assessed at any time prior to the date of final payment under this contract. Failure to agree to any adjustment shall be cause for a dispute concerning a question of fact within the meaning of the clause of this contract entitled SECTION XVII MISCELLANEOUS PROVISIONS, (1) Dispute Resolutions. However, nothing in this clause shall excuse the "ENGINEER" from proceeding with the contract as changed.

SECTION XIIII - OWNERSHIP OF DOCUMENTS

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

SECTION XIV - 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 cancelled as hereinafter provided.

B. Cancellation - Should the "OWNER", for any reason whatsoever, decide to cancel or to terminate the use of the "ENGINEER'S" service, the "OWNER" will give written notice thereof to the "ENGINEER", who will immediately terminate the work. If the "OWNER" so elects, the "ENGINEER" may be instructed to bring a reasonable stage of completion to those items whose value would otherwise be lost. The "ENGINEER" shall turn over all data, charts, survey notes, figures, drawings and other records or information collected or produced hereunder whether partial or complete. Upon such termination of the "ENGINEER'S" services, the "ENGINEER" shall be paid on a proportional amount of the total fee, less prior partial payments, based on the ratio of work done to the total amount of work to be performed.

SECTION XVI - MISCELLANEOUS PROVISIONS

1. 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.

2. Responsibility for Claims and Liability - The "ENGINEER" shalt save harmless the "OWNER" from all claim and liability due to its (the "ENGINEER'S") activities, or those subcontractors, its agents, or its employees during the time this contract is in force.

3. General Compliance with Laws - The "ENGINEER" shall comply with all federal, state and local laws and ordinances applicable to the work. The "Engineer" shall be a professional engineer, licensed in the State of Arkansas.

4. 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.

SECTION XVII - SUCCESSORS AND ASSIGNS

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

SECTION XVIII - COVENANT AGAINST CONTINGENT FEES

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

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

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

CITY OF FAYETTEVILLE

By: _____
Mayor

ATTEST:

City Clerk

ENGINEER

HAWKINS-WEIR ENGINEERS INC.
Name of the firm

By: _____
Authorized Representative

ATTEST

JOB NO. 00078A
GARLAND AVENUE WATER LINE AND SANITARY SEWER LINE RELOCATIONS
CITY OF FAYETTEVILLE, ARKANSAS
AHTD JOB 040273
APRIL 19, 2000

TASK	ENGINEER IV	ENGINEER II	DESIGN TECH SENIOR	TECH III	FIELD CREW 2-MAN	CLERICAL
1. Review existing plans, atlas maps, & records & proposed AHTD plans to determine water line & sanitary sewer line conflicts	4	8				
2. Discuss with AHTD project parameters & timetable	2	2				
3. Coordinate with franchised utilities to determine their relocation needs & requirements		8				
4. Conduct field survey to locate existing improvements, existing right of way & property lines	4		8		40	
5. Coordinate with AHTD to determine property ownership's			4			
6. Coordinate with City easement acquisition personnel to determine format of easement/right of way mapping	4					
7. Develop property ownership & plat map	4		8			
8. Prepare Conceptual Plans including: A. Existing conditions B. Proposed AHTD improvements C. Existing & proposed franchised utility locations D. Technical design memorandum E. Outline of specifications F. Narrative outlining design decisions, conclusions, & recommendations G. Cost Estimate	8	48	4	48		8
9. Meet with City & go over Conceptual Plan package	8	8				
10. Prepare Preliminary Plans including: A. 50% complete construction plans B. Draft copy of specifications & bid documents (excluding bid form/proposal) C. Cost Estimate	4	16	4	16		8
11. Meet with City & go over Preliminary Plan package	4					
12. Submit preliminary plans to AHTD and franchised utility companies		4				
13. Prepare easement/right of way acquisition maps including an overall easement/right of way map & individual tract maps for each affected property with legal description for each easement required	4		16			
14. Deliver easement/right of way maps to City & meet with City's easement acquisition personnel	4					
15. Prepare 95% Complete Plan Documents including: A. Plans B. Specifications & Bid Documents C. Cost Estimate	8	24	8	40	8	16
16. QA/QC Review	8		8			
17. Meet with City to Deliver & Discuss Plans	4	4				
18. Prepare Final Drawings & Bid Documents	2	8	8	8		
19. Submit Final Plan documents to AHTD		4				
20. Assist the Owner is solicitation of bids, plan/specification interpretation		4				

JOB NO. 00078A
GARLAND AVENUE WATER LINE AND SANITARY SEWER LINE RELOCATIONS
CITY OF FAYETTEVILLE, ARKANSAS
AHTD JOB 040273
APRIL 19, 2000

SUB TOTAL HOURS		**72**	**138**	**68**	**112**	**48**	**32**
TOTAL ALL HOURS		**72**	**138**	**68**	**112**	**48**	**32**
TOTAL SALARY COST	**$9,897.32**						
COST MULTIPLIER (OVERHEAD)	**2.4**						
SALARY COST PLUS OVERHEAD	**$23,753.57**						
FIXED FEE	**$3,500.00**						
REIMBURSEABLES (REVIEW FEES, EXPRESS DELIVERY, REPRODUCTION COSTS)	**$1,000.00**						
TOTAL ENGINEERING FEE (NOT TO EXCEED)	**$28,253.57**						

A. 2. Page 13

APPENDIX B

Salary Cost of Employees Assigned to Job # 00078A

Name	Position	Salary Cost
Ronald R. Hawkins	Project Manager	$36.56
Keith Kestner	Project Engineer	$20.42
Steve Hendrix	Design Technician	$20.28
Mike Henson	CAD Supervisor	$14.15
Ron Ray	CAD Technician	$14.15
Ron Schildhauer	CAD Technician	$14.15
Bill Jones	Field Crew	$24.20
Chuck Bainbridge	Field Crew	$24.20
Jan Hutton	Clerical	$10.05

STAFF REVIEW FORM

X AGENDA REQUEST
____ CONTRACT REVIEW
X GRANT REVIEW

For the Fayetteville City Council meeting of June 6, 2000

FROM:

Richard L. Watson	Police	Police
Name	Division	Department

ACTION REQUIRED:
City Council accept the $470,095.00 Cops in Schools Federal Grant and approve a budget adjustment in the amount of $46,530.00 from Use of Fund Balance.

COST TO CITY:

$111,822 (65,292) grant rev $46,530 net cost	$4,097,831.00	Patrol Program
Cost of this Request	Category/Project Budget	Category/Project Name
multiple	$1,448,477	Patrol
Account Number	Funds Used To Date	Program Name
	$2,649,354.00	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ____ Budgeted Item X Budget Adjustment Attached

Budget Manager — Administrative Services Director

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

Marilyn J Crumes	5-9-00	Yolanda Dudds	5-10-00
Accounting Manager	Date	Internal Auditor	Date
[signature]	5-10-00		
City Attorney	Date	ADA Coordinator	Date
Alice	5-10-00		
Purchasing Officer	Date		

STAFF RECOMMENDATION: Accept the $470,095.00 Cops in Schools grant and approve a budget adjustment in the amount of $46,530.00.

Division Head	Date	Cross Reference
Lt. Asst Chief	5-9.00	New Item: **Yes** **No**
Department Director	Date	
[signature]	5-16-00	Prev Ord/Res #:
Administrative Services Director	Date	
[signature]	5-16-00	Orig Contract Date:
Mayor	Date	

No, these positions are funded 100% at the rate of salary and benefits requested at the time of application. The application kit used in this grant procedure was the Universal Hiring Program (UHP) application kit. The UHP grant is a 75% federal grant with a 25% local matching requirement but the COPS in Schools grant is a 100% funded grant for salaries and benefits.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and Members of the Fayetteville City Council

FROM: Richard L. Watson, Chief of Police R. Watson

DATE: May 8, 2000

SUBJECT: Cops in School Grant

This is a request to accept a federal grant adding 5 officers and approval of a budget adjustment.

Attached is the application and acceptance agreement for the "COPS IN SCHOOL" federal grant. This grant will support salaries and benefits for five officers for three years. This is a non-matching grant. The only expenses the city will incur are operating costs for the School Resource Officer's program. These expenses include uniforms, training, motor pool, lockers and portable radios. I have attached a detailed list per year of these expenses. Also, the salaries projected in the original application were based on the 1998 pay plan, therefore the City will have to make up the difference in pay since the pay plan has been updated.

Currently the Police Department has four officers assigned to the Fayetteville School System. One officer at each of the following locations, Fayetteville High School East Campus, West Campus, Ramay and Woodland Junior High Schools. The additional officers will be assigned to the following schools: adding second officer to Fayetteville High School East Campus and West Campus, Holt Middle School, McNair Middle School and one officer to coordinate and teach our DARE program at all elementary schools in the district.

At the end of the three year period, the City will be responsible for the total expense. We are required to continue the funding for the five positions. At the time of the application, the following retention plan was submitted; "The City of Fayetteville plans to retain the officers hired with the COPS grant after the federal funding expires in three years. We, as a community have made a commitment to community policing and will keep these positions after the grant period ends. At the end of the grant period, funding for the officers' salaries will be obtained from general fund revenues through growth in our local option sales tax. These revenues have increased in the past allowing the police department to increase personnel at a rate of not less than three officers per year since 1991."

This grant provides an opportunity for the Police Department to better serve the young people in our community. This program's goal is to help bridge the gap between students and

law enforcement. Our School Resource Officer program has met with great success both with students and school administration. Expansion of this program through use of almost a 100% grant will be of great benefit to the citizens of Fayetteville.

U.S. Department of Justice

Office of Community Oriented Policing Services (COPS)

Office of the Director
Washington, DC 20530

April 17, 2000

Chief Richard Watson
Fayetteville, City of
100 A West Rock
Fayetteville, AR 72701

RE: Grant for Fayetteville, City of AR07201

Dear Chief Watson:

It is with great pleasure that I write to inform you that your Department will receive a COPS in Schools grant award for 5 new, additional full-time officers and 0 part-time officers at an estimated cost of $470,095.00. This is an *estimated* amount of federal funds to be awarded to your jurisdiction for a three year period. The grant award start date is April 1, 2000, which means that you can be reimbursed for salaries and benefits of additional officers hired after this date.

Upon budget approval for the officer positions, you will receive a grant award that will provide your actual award amount for this announcement. *To accept your grant, please sign the award document and return it to the COPS Office within 90 days.* Failure to submit the signed award document in this 90 day period could result in COPS withdrawing you from the grant program and de-obligating your agency's funding from this grant program.

We are pleased that your Department has elected to participate in the COPS in Schools grant program and look forward to working with you in a productive partnership to further your community policing efforts. Should you have any questions, please do not hesitate to contact the COPS Office at 1-800-421-6770. Your grant advisor will be happy to provide you with assistance.

Sincerely,

Thomas Frazier
Director

U.S. Department of Justice
Office of Community Oriented Policing Services

CFDA No.: 16.710
SAI No. *(for state SPOC use only):*
Date submitted to SPOC:

COPS Application

Universal Hiring Program Application Form

This form is to be completed by jurisdictions wishing to apply for grants to pay for salaries and benefits of new or rehired police officers under the Universal Hiring Program. By signing this form you also acknowledge your understanding that Universal Hiring Program grants provide a maximum Federal contribution of 75 percent of the approved salary and benefits of each officer over three years unless a waiver is authorized, up to a cap of $75,000 per officer, with the Federal share decreasing and local share increasing from year to year. All budget calculations must be based on the salary of an entry-level officer in your department.

Please complete the information below. ***All requested information must be typed.***

Applicant Organization's Legal Name: City of Fayetteville Police Department

Applicant Agency EIN Number (*assigned by the IRS*): 716018462

(If your department has been assigned an EIN number by the Office of Justice Programs, please use that assigned number. Otherwise, your Internal Revenue Service EIN number should be used.)

Applicant Agency ORI Number (*assigned by FBI for UCR reporting*): AR072100

Congressional District (*number*): 3rd

Are you contracting for law enforcement services? ☐ Yes ■ No

If "yes," enter the name and agency information of the contract law enforcement department in the Executive Information section below.

Executive Information:

Law Enforcement Executive's Name: Richard Watson Title: Chief of Police

Agency Name: Fayetteville Police Department

Address: 100 - A West Rock

City: Fayetteville State: Ar Zip Code: 72701

Telephone: 501-587-3584 FAX: 501-587-3522

Name of contact person in your department who is familiar with this grant: Frank Johnson

Telephone: 501-587-3584 FAX: 501-587-3522

Type of Police Agency:

■ Municipal ☐ State ☐ County PD ☐ Sheriff ☐ Tribal ☐ Transit
☐ School ☐ University/College ☐ Public or ☐ Private?)
☐ Public Housing ☐ New Start Up (*please specify type of agency*): _____
☐ Other (*please specify*): _____

Government Executive's Name: Fred Hanna Title: Mayor

Name of Government Entity: City of Fayetteville

Address: 113 W. Mountain

City : Fayetteville State: AR Zip Code: 72701

Telephone: 501-575-8330 FAX: 501-575-8257

Type of Government Entity:

☐ State ■ City ☐ Town ☐ County ☐ Village
☐ Borough ☐ Township ☐ Territory ☐ Region ☐ Council
☐ Community ☐ Pueblo ☐ Nation
☐ Other (*please specify*): _____

General Information:

Has your jurisdiction received other COPS grants? ■ Yes ( ) No

If "yes," under which program(s)? *(Choose all that apply.)*

☐ COPS: Phase I ☐ COPS AHEAD ☐ COPS FAST ■ COPS MORE
☐ Universal Hiring Program ☐ Anti-Gang Initiative/Youth Firearms Violence Initiative
☐ Troops to COPS ☐ Community Policing to Combat Domestic Violence ☐ Police Corps
☐ Problem-Solving Partnerships ☐ Regional Community Policing Institutes
☐ Other (*please specify*): _____

What is the total number of new officers for which you are now applying? Do not include any officers funded under any other COPS grants.

Full-Time: 5 Part-Time: _____

Total amount of Federal funds requested for all full-time and part-time officers: $ 470,095.00

Total non-Federal matching funds required (*local share*): $ 00.00

(To answer these questions, complete the budget section for one officer and multiply by the above number of requested officers.)

Population served as of 1990 U.S. Census: 52,976 and square miles covered: 44.54

(Exclude the population and square miles primarily served by other law enforcement agencies within your jurisdiction. For example, sheriffs' departments must exclude populations and areas covered by a city police department for which the sheriffs' department has no primary law enforcement authority.)

Current authorized sworn force strength: 91

(Indicate if your department does not have an authorized strength.)

Actual sworn force strength as of March 1, 1997: 82

(Include funded vacancies.)

To assist the COPS Office in forecasting future hiring, how many new officers would you like to have awarded by the COPS Office in each of the following calendar years? *Do not include officers currently funded by the COPS Office or those included in your request above. By completing this section, you will automatically be considered for future grant awards from the COPS Office.*

	Full-Time	Part-Time
1999:	3	
2000:	2	

Are you requesting a waiver of the local match requirement based upon severe fiscal distress?

☐ Yes ■ No

If "yes," attach a one-page, typewritten description of the extraordinary local fiscal hardship upon which you are basing your request for a waiver. (See "Guidelines for Waivers of Local Match" in the Application Instructions.)

I certify that the information provided on this form is true and accurate to the best of my knowledge. I understand that prior to any grant award, the applicant must comply with all application and program requirements of the Public Safety Partnership and Community Policing Act of 1994 and other requirements of Federal law.

Law Enforcement Executive's Signature: Richard D. Watson Date: 7-13-99
(signature of person named on the front of this form)

Government Executive's Signature: Fred Hamm Date: 7/13/99
(signature of person named on the front of this form)

Please return 1 original and 2 copies of this form, the Community Policing Information Worksheet, the Budget Information forms, and any additional information that is required to:

COPS Universal Hiring Program
U. S. Department of Justice
1100 Vermont Avenue, NW
Washington, DC 20530
(For overnight delivery, please use 20005 as the zip code.)

Note: Fax copies will NOT be accepted.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS POLICE DEPARTMENT

Problem Identification

The Fayetteville Police Department in cooperation with the Fayetteville School District propose to add four (4) additional full time School Resource Officers to the middle and high schools and one (1) full time D.A..R.E. Instructor for the elementary schools. An increase in School Resource Officers is needed partly based on a marked increase of twenty eight percent (28%) in crimes committed by our targeted age group. The Fayetteville Police Department seeks to provide each middle and high school with a certified School Resource Officer by the Fall 2000 school year. The additional School Resource Officers will provide a strategy that will identify, prevent, control, and reduce violent crimes, drug abuse, and property crimes through presence and education. The School Resource Officer will utilize certified programs in their strategies such as:

- D.A.R.E. High/ Middle School Curriculum
- Smart Choices, Better Decisions
- National School Resource Officers Curriculum
- Crime Stoppers

The School Resource Officers' strategy will provide the students with crime prevention, conflict resolution, knowledge of law, and drug awareness education during the regular school

FAYETTEVILLE POLICE DEPARTMENT
P.O. BOX 1988

(DELIVERIES) POLICE: 100-A WEST ROCK STREET 72701
JAIL: 140-A WEST ROCK STREET 72701
PHONE: 501-587-3555 FAX: 501-587-3522

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS POLICE DEPARTMENT

year. The School Resource Officer will reduce the students opportunity to engage in criminal activity by providing them with a structured, supervised environment that will positively occupy their time. Accompanied with forty established Neighborhood Watch programs, bicycle patrol, and crime prevention hot line, the School Resource Officer will provide the community with additional summer awareness programs to be presented to youth summer camps. These youth summer camps will allow the student to strengthen relationships established with the School Resource Officer during the regular school year. The full time D.A.R.E. Instructor will join the current part time Instructors in presenting the D.A.R.E. curriculum to our ten (10) Elementary Schools. The D.A.R.E. Instructor's placement will ensure that one hundred percent (100%) of our fourth and fifth grade students becoming introduced to a drug abuse awareness program. The D.A.R.E. Officer will coordinate yearly activities associated with the D.A.R.E. program such as officer/ school placement, graduation ceremonies, scheduling of classes, and substitute for officers during unexpected circumstances.

Richard L. Watson
Law Enforcement Executive Date

Roy L Kerr 7/13/99
School Official Date

FAYETTEVILLE POLICE DEPARTMENT
P.O. BOX 1988
FAYETTEVILLE, ARKANSAS 72702-1988

(DELIVERIES) POLICE: 100-A WEST ROCK STREET 72701
JAIL: 140-A WEST ROCK STREET 72701
PHONE: 501-587-3555 FAX: 501-587-3522

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS — POLICE DEPARTMENT

These totals represent the number of juvenile arrest from January to June 1997 and from January to June 1999.

1997 Juvenile Arrest

Weapons Violations	9
Aggravated Assaults	2
Burglary	17
Drug Violations	29
Alcohol Violations	7
Robbery	0
Assaults	2
Rape	0
Misc. Arrest	188
Total Arrest	254

1999 Juvenile Arrest

Weapons Violations	5
Aggravated Assaults	10
Burglary	6
Drug Violation	18
Alcohol Violations	29
Rape	2
Assaults	5
Robbery	1
Misc. Arrest	249
Total Arrest	325

★ Miscellaneous arrest include offenses of theft, fraud, vandalism, and disorderly conduct.

FAYETTEVILLE POLICE DEPARTMENT
P.O. BOX 1988

(DELIVERIES) POLICE: 100-A WEST ROCK STREET 72701
JAIL: 140-A WEST ROCK STREET 72701
PHONE: 501-587-3555 FAX: 501-587-3522

COPS in Schools Partner Information Page

Under the COPS in Schools grant program, law enforcement agencies are eligible to apply for federal funding to assist with the cost of hiring additional officer positions to be placed in primary or secondary schools. To be eligible to receive funding under this grant program, applicants must enter into a partnership agreement with with an official for a specific school or school district with general educational oversight authority in that jurisdiction. Please attach additional information detailing the proposed project. If there is going to be multiple partners involved in this project, please complete a separate form for each. If the proposed project affects an entire school district, then the official with general oversight over the entire school district may complete the partner information page.

General Information:

Name of Law Enforcement Agency: Fayetteville Police Department ORI: AR0720100
Name of Partner Agency or School District: Fayetteville Public School District
School Official Name: Dr. Bobby New Title: Superintendant
Address: 1000 W. Stone
City: Fayetteville State: AR Zip Code: 72701
Telephone: 501-973-8645 FAX: 501-444-3004

Please attach a signed memorandum of understanding detailing the proposed project

Signature of Law Enforcement Executive: Richard L. Watson Date: 8-20-99
Signature of School Official: [signature], Superintendent Date: 19 Aug. 99

Community Policing Information Worksheet

This worksheet will provide the COPS Office with information about the public safety concerns of your community and your department's community policing goals and activities. For assistance in completing this worksheet, contact the U.S. Department of Justice Response Center at 1-800-421-6770.

Your Community Policing Information Worksheet is complete by signing and dating below. Both the law enforcement executive and the government executive must sign.

Applicant Organization's Legal Name: Fayetteville Police Department

ORI #: AR0720100

We, the undersigned, attest to the accuracy of the Community Policing Information Worksheet submitted below.

Law Enforcement Executive: Title: Chief of Police

Name (typed): Richard Watson

Department: Fayetteville Police Department

Date:

Signature: Richard L. Watson

Government Executive: Title: Mayor

Name (typed): Fred Hanna

Government Entity: City of Fayetteville

Date: 7/13/99

Signature: Fred Hanna

Person Completing Form: Title: Training Division Lieutenant

Name (typed): Frank Johnson

Date: 7/13/99

Signature: Lt. Frank Johnson

Overall Approach

2. Please indicate which of the following are part of your overall approach to community policing, and which you plan to implement under your COPS grant:

a) Crime Prevention Efforts

Have Implemented	*Plan to Implement*	
■	☐	a. Youth programs (e.g., in-school, after school, weekend police/youth programs)
■	☐	b. Anti-drug programs
■	☐	c. Regular meetings with community groups to discuss crime
■	☐	d. Anti-violence programs
■	☐	e. Other (specify): Residential/commercial security surveillance

b) Problem-Solving Activities

Have Implemented	*Plan to Implement*	
■	☐	a. Identifying crime problems with members of the community and other government agencies (e.g., prosecutor and courts, social services, probation office)
■	☐	b. Identifying crime problems by looking at crime trends (e.g., keeping records of crimes and the types of requests for help)
■	☐	c. Identifying top problems by analyzing repeat calls for service
■	☐	d. Preventing crime by focusing on conditions that lead to crime (e.g., abandoned buildings and cars, referrals to other civil agencies)
■	☐	e. Building on information systems to enhance crime analysis capabilities
☐	■	f. Other (specify): Gang Intelligence File

Have Implemented	*Plan to Implement*	
■	☐	e. Call management systems are in place to free officer time for community policing (e.g., telephone reporting, alternative responses)
☐	■	f. Personnel evaluations reward participation in collaborative problem-solving efforts
☐	■	g. Decision-making authority has been decentralized
☐	■	h. Management positions have been eliminated
■	☐	i. Community policing concepts have been integrated into agency's mission statement
■	☐	j. Community policing concepts have been integrated into departmental policies and procedures
☐	■	k. Detectives have been integrated into community policing efforts
■	☐	l. Department staff routinely collaborate with other municipal agencies to address problems

Communities

3. Please indicate which of the following groups you have consulted to address crime and disorder problems in your community:

Consulted	*Plan to Consult*	
■	☐	a. Other government agencies (e.g. probation office, sanitation)
■	☐	b. Civic groups
■	☐	c. Neighborhood associations
■	☐	d. Tenants' associations
☐	■	e. Organizations of your employees, including collective bargaining groups
■	☐	f. Business groups

Currently Perform	*Planned Under Grant*	
■	☐	c. Meeting with community leaders and groups to learn more about crime problems and jointly develop crime prevention plans
■	☐	d. Using business cards, cellular phones or beepers to maintain contact with, and be contacted by, citizens regarding public safety concerns
■	☐	e. Working in schools or other public agencies to teach crime prevention
■	☐	f. Other (specify): County-wide Crimestoppers Line

b) Problem-Solving Activities

Currently Perform	*Planned Under Grant*	
■	☐	a. Working with citizens to identify and address community crime problems
■	☐	b. Using computer systems to collect and analyze information, particularly repeat calls for service
■	☐	c. Coordinating specific problem-solving projects to address problems on their beats
■	☐	d. Working with other public agencies to solve disorder problems (e.g. trash collection, public works agencies to solve lighting problems)
■	☐	e. Mapping crime problems
☐	☐	f. Other (specify): _____

c) Training

1) Departmentwide community policing training

☐ Have implemented
■ Plan to implement
☐ Do not plan to implement

7) We would like to know what kind of training your department routinely provides that is pertinent to community policing. Please indicate the community policing training that your department provided in the past fiscal year. Please indicate by checking the appropriate box. *The abbreviation "CP" stands for community policing.*

	Recruit Academy Only	In-Service Only	Both Recruit & In-Service	Civilian	No Training Provided	Other: _____
a. Concepts and general principles of CP	■	☐	☐	☐	☐	☐
b. Problem-solving methods (SARA, etc.)	☐	☐	■	☐	☐	☐
c. Causes and consequences of specific problems (e.g., drugs, spousal abuse)	☐	☐	■	☐	☐	☐
d. CP approaches to specific problems	☐	☐	☐	☐	■	☐
e. Organizing/working with public groups	☐	■	☐	☐	☐	☐
f. Cultural diversity	■	☐	☐	☐	☐	☐
g. Victim assistance	☐	☐	☐	■	☐	☐
h. Working with juveniles	☐	☐	☐	■	☐	☐
i. Using code/civil enforcement	☐	■	☐	☐	☐	☐
j. Alternative dispute resolution	☐	☐	☐	■	☐	☐
k. Supervising problem solvers	☐	■	☐	☐	☐	☐
l. Other (specify):_____	☐	☐	☐	☐	☐	☐
m. Other:_____	☐	☐	☐	☐	☐	☐
n. Other:_____	☐	☐	☐	☐	☐	☐

Complete Part 2 only if:

- You are applying for a COPS hiring grant *and* your jurisdiction's population is 50,000 or more; or
- You are applying for an innovative community policing grant with funding of $1 million or more; or
- You do not have an established law enforcement agency and wish to establish one; or
- You represent a special law enforcement agency, such as transit, housing, university, school or natural resource police.

PART 2

1. List any fiscal, budgetary or other limitations on your department's ability to address the public safety needs listed in Question 1, Part 1, of the Community Policing Information Worksheet, without Federal assistance:

Fiscal limitations: N/A

Budgetary limitations: N/A

Other limitations: N/A

2. How does your community policing plan fit with other statewide and local crime prevention and control plans, including statewide Byrne Grant strategies?

Coordinated Fully	*Partially Coordinated*	
■	☐	a. Statewide Byrne Grant strategy
☐	■	b. Other statewide strategies
■	☐	c. Local crime prevention plans
■	☐	d. Local crime control plans

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS POLICE DEPARTMENT

Retention Plan

The City of Fayetteville plans to retain the officers hired with the COPS grant after the federal funding expires in three years. We, as a community have made a commitment to community policing and will keep these positions after the grant period ends. At the end of the grant period, funding for the officers' salaries will be obtained from general fund revenues through growth in our local option sales tax. These revenues have increased in the past allowing the police department to increase personnel at a rate of not less than three officers per year since 1991.

Fred Hanna — 7/23/99
Fred Hanna, Mayor — Date

Richard L. Watson — 8-20-99
Richard L. Watson, Chief of Police — Date

AYETTEVILLE POLICE DEPARTMENT
O. BOX 1988
AYETTEVILLE, ARKANSAS 72702-1988

(DELIVERIES) POLICE: 100-A WEST ROCK STREET 72701
JAIL: 140-A WEST ROCK STREET 72701
PHONE: 501-587-3555 FAX: 501-587-3522

U.S. Department of Justice, Office of Community Oriented Policing Services

Universal Hiring Program Budget Information

Applicant Name: City of Fayetteville-Police Dept. ORI Code (Assigned by FBI): AR072100 State: Arkansas

This worksheet will assist you in properly organizing and estimating your costs and providing the necessary details for financial review. Complete Part 1 if you are requesting funds for full-time officers, Part 2 if you are requesting part-time officers, and both parts if you are requesting full- and part-time officers. Everyone must complete a Budget Summary. If you plan to hire more than one part-time officer and they will be working a different number of hours, use average salary and benefit figures.

The budget information you provide will be used to calculate your grant amount. Assistance in completing this information is available from the U.S. Department of Justice Response Center at 1-800-421-6770, or by writing the COPS Office, 1100 Vermont Avenue, NW, Washington, DC 20530. OMB Approval #1103-0027, exp. 5/98

Part 1: Complete If You Are Requesting Full-Time Officers

1. Cost Per Full-Time Officer -- Year 1

Current Annual Entry-Level Base Salary	$ 22,383.00	(a)
Annual Fringe Benefits:		
*FICA/Social Security	$ 325.00	
Health Insurance	$ 3,756.00	
Life Insurance	$ 300.00	
Vacation	$ -0-	
Sick Leave	$ -0-	
Retirement	$ 2,511.00	
*Worker's Comp.	$ 710.00	
*Unemployment Ins.	$ 50.00	
Other_____ *(Please list others.)*	$	
Total Fringe Benefits	$ 7,652.00	(b)
Total Year 1 Salary and Benefits	$ 30,035.00	(c)

Instructions

Enter the base annual salary that your department currently pays a new, entry-level officer.

Department costs of FICA/SS (may not exceed 7.65%).
Department costs toward health insurance coverage.
Department costs toward life insurance coverage.
Department vacation costs, if not included in base salary.
Department sick leave costs, if not included in base salary.
Department contribution to retirement benefits.
Department costs of worker's compensation.
Department costs of unemployment insurance.
Costs of equipment, training, uniforms, vehicles and overtime are not permitted. Please do not include these costs.

Sum of department fringe benefit costs for Year 1.
Year 1 base salary plus Year 1 fringe benefits (line a + line b).

2. Cost Per Full-Time Officer – Year 2

Current Annual Entry-Level Base Salary $ 23,498.00 (d)

Annual Fringe Benefits:

*FICA/Social Security	$ 341.00
Health Insurance	$ 3,756.00
Life Insurance	$ 314.00
Vacation	$ -0-
Sick Leave	$ -0-
Retirement	$ 2,636.00
*Worker's Comp.	$ 745.00
*Unemployment Ins.	$ 50.00
Other_____ *(Please list others.)*	$

Total Fringe Benefits $ 7,842.00 (e)

Total Year 2 Salary and Benefits $ 31,340.00 (f)

Instructions

Enter the base annual salary that your department currently pays a new, entry-level officer in Year 2.

Department costs of FICA/SS (may not exceed 7.65%).
Department costs toward health insurance coverage.
Department costs toward life insurance coverage.
Department vacation costs, if not included in base salary.
Department sick leave costs, if not included in base salary.
Department contribution to retirement benefits.
Department costs of worker's compensation.
Department costs of unemployment insurance.
Costs of equipment, training, uniforms, vehicles and overtime are not permitted. Please do not include these costs.

Sum of department fringe benefit costs for Year 2.
Year 2 base salary plus Year 2 fringe benefits (line d + line e).

3. Cost Per Full-Time Officer – Year 3

Current Annual Entry-Level Base Salary $ 24,613.00 (g)

Annual Fringe Benefits:

*FICA/Social Security	$ 357.00
Health Insurance	$ 3,756.00
Life Insurance	$ 326.00
Vacation	$ -0-
Sick Leave	$ -0-
Retirement	$ 2,762.00
*Worker's Comp.	$ 780.00
*Unemployment Ins.	$ 50.00
Other_____ *(Please list others.)*	$

Total Fringe Benefits $ 8,031.00 (h)

Total Year 3 Salary and Benefits $ 32,644.00 (i)

Instructions

Enter the base annual salary that your department currently pays a new, entry-level officer in Year 3.

Department costs of FICA/SS (may not exceed 7.65%).
Department costs toward health insurance coverage.
Department costs toward life insurance coverage.
Department vacation costs, if not included in base salary.
Department sick leave costs, if not included in base salary.
Department contribution to retirement benefits.
Department costs of worker's compensation.
Department costs of unemployment insurance.
Costs of equipment, training, uniforms, vehicles and overtime are not permitted. Please do not include these costs.

Sum of department fringe benefit costs for Year 3.
Year 3 base salary plus Year 3 fringe benefits (line g + line h).

Department Name: Fayetteville Police Department ORI Code (Assigned by FBI): AR072100

Part 3: Universal Hiring Program -- Budget Summary

After completing Part 1 and/or Part 2 of this form, answer the following questions. If necessary, attach an explanation of how you computed salaries and benefits for the worksheet. Be sure to answer **EVERY** question. Missing or erroneous information can greatly slow the grant-making process.

1. If your department's second- and third-year costs for salaries and/or benefits are greater than the first year, check the reason(s) why in the space below:

   r Cost of living adjustment (COLA) r Step raises r Changes in benefit costs r Other (attach an explanation)

2. If you are requesting full-time officer(s), what is the department's total 3-year cost for salaries and benefits for one officer ?

   (c + f + i): 94,019.00 (s)

   Multiple the total from (s) above by 0.75 (75%): $ 70,514.00 (t). Compare (t) to $75,000. Write whichever amount is LESS: $ 70,514.00(u). This is the maximum amount of Federal funds for which your department is eligible.

   If you are requesting part-time officer(s), what is the department's total 3-year cost for salaries and benefits for one officer?

   (l + o + r): _____(v)

   Multiple the total from (v) above by 0.75 (75%): $ _____(w). This is the maximum amount of Federal funds for which your department is eligible.

3. State and municipal agencies that receive Federal grants are required to have audits of those grants forwarded to a single Federal agency (Justice, HUD, HHS, Transportation, etc.). The single Federal agency where such audits are sent is known as your "Cognizant Federal Agency." For assistance in determining which Federal agency receives your audits, call 1-800-421-6770. Enter the name of this Federal agency in the space below:

   DEPARTMENT OF TRANSPORTATION

4. Starting date of your fiscal year: January 1 Ending date: December 31

NOTE: UNLESS A WAIVER IS AUTHORIZED, FEDERAL FUNDS FOR EACH OFFICER CANNOT EXCEED 75 PERCENT OF 3-YEAR COSTS OF AN ENTRY-LEVEL OFFICER'S SALARY AND BENEFITS, OR $75,000, WHICHEVER IS LESS.

*** IF NO FUNDS WERE BUDGETED FOR WORKER'S COMPENSATION, FICA OR UNEMPLOYMENT, PLEASE EXPLAIN.**

5. Under COPS grants, the Federal share of total salaries and benefits must decrease each year leading to full local funding by the fourth year of officers' employment. At the same time, your local share must increase each year. The percentage of total officers' salaries and benefits paid with Federal funds must be less in Year 2 than in Year 1 and less in Year 3 than in Year 2. Looking at it from the local funding perspective, the percentage of total officers' salaries and benefits paid with local funds must be more in Year 2 than in Year 1 and more in Year 3 than in Year 2. Fill out the following 3-year projection, showing how the Federal share and your share will change year by year for one officer. **If applying for a waiver, you must still complete the Federal and local amount sections as if you were not receiving a waiver.**

Federal Share Requirement for One Full-Time Officer's Salary and Benefits

	YEAR 1	YEAR 2	YEAR 3	TOTAL - 3 YEARS
Federal Amount (*Percentage must decrease each year*)	$ 22,526.00	$ 22,565.00	$ 22,851.00	$ 67,942.00 May not exceed 75% of total costs or $75,000, whichever is smaller - line (u)
Local Amount (*Percentage must increase each year*)	$ 7,509.00	$ 8,775.00	$ 9,793.00	$ 26,077.00
Total (*Federal Amount plus Local Amount*)	$ 30,035.00 Year 1 - line (c)	$ 31,340.00 Year 2 - line (f)	$ 32,644.00 Year 3 - line (i)	$ 94,019.00 Total 3-year costs - line (s)

Federal Share Requirement for One Part-Time Officer's Salary and Benefits

	YEAR 1	YEAR 2	YEAR 3	TOTAL - 3 YEARS
Federal Amount (*Percentage must decrease each year*)	$	$	$	$ line (v)
Local Amount (*Percentage must increase each year*)	$	$	$	$
Total (*Federal Amount plus Local Amount*)	$ Year 1 - line (l)	$ Year 2 - line (o)	$ Year 3 - line (r)	$ Total 3-year costs - line (w)

Signature

The undersigned attests to the accuracy of the Budget Information submitted on the preceding pages.

Name (typed) of Authorized Official: Richard Watson Title: Chief of Police

Signature: Richard L. Watson Date: 7-13-99

Assurances

Several provisions of Federal law and policy apply to all grant programs. We (the Office of Community Oriented Policing Services) need to secure your assurance that you (the applicant) will comply with these provisions. If you would like further information about any of the matters on which we seek your assurance, please contact us.

By your authorized representative's signature, you assure us and certify to us that you will comply with all legal and administrative requirements that govern the applicant for acceptance and use of Federal grant funds. In particular, you assure us that:

1. You have been legally and officially authorized by the appropriate governing body (for example, mayor or city council) to apply for this grant and that the persons signing the application and these assurances on your behalf are authorized to do so and to act on your behalf with respect to any issues that may arise during processing of this application.

2. You will comply with the provisions of Federal law which limit certain political activities of your employees whose principal employment is in connection with an activity financed in whole or in part with this grant. These restrictions are set forth in 5 U.S.C. § 1501, et seq.

3. You will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, if they apply to you.

4. You will establish safeguards, if you have not done so already, to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

5. You will give the Department of Justice or the Comptroller General access to and the right to examine records and documents related to the grant.

6. You will comply with all requirements imposed by the Department of Justice as a condition or administrative requirement of the grant; with the program guidelines; with the requirements of OMB Circulars A-87 (governing cost calculations) and A-128 or A-133 (governing audits); with the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; with 28 CFR Part 66 (Uniform Administrative Requirements); with the provisions of the current edition of the appropriate COPS grant owner's manual; and with all other applicable laws, orders, regulations or circulars.

7. You will, to the extent practicable and consistent with applicable law, seek, recruit and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions in your agency.

8. You will not, on the ground of race, color, religion, national origin, gender, disability or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with Federal funds. These civil rights requirements are found in the non-discrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789(d)); Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); Title II, Subtitle A of the Americans with Disabilities Act (ADA) (42 U.S.C. § 12101, et seq.); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and Department of Justice Non-Discrimination Regulations contained in Title 28, Parts 35 and 42 (subparts C, D, E and G) of the Code of Federal Regulations.

A. In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability or age against you after a due process hearing, you agree to forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531.

B. If you are applying for a grant of $500,000 or more and Department regulations (28 CFR 42.301 et seq.) require you to submit an Equal Opportunity Employment Plan, you will do so at the time of this application, if you have not done so in the past. If you are applying for a grant of less than $500,000 and the regulations require you to maintain a Plan on file in your office, you will do so within 120 days of your grant award.

9. You will insure that the facilities under your ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that you will notify us if you are advised by the EPA indicating that a facility to be used in this grant is under consideration for listing by EPA.

10. If your state has established a review and comment procedure under Executive Order 12372 and has selected this program for review, you have made this application available for review by the state Single Point of Contact.

11. You will devise a plan to retain the increased hiring level with state and local funds after the conclusion of your grant.

I hereby certify compliance with the above assurances that govern the application and use of Federal funds.

Signature: _____ **Date:** 7/13/99

U.S. Department of Justice
Office of Community Oriented Policing Services

Certifications

Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements Coordination with Affected Agencies; Non-Supplanting; and Retention.

Although the Department of Justice has made every effort to simplify the application process, other provisions of Federal law require us to seek your certification regarding certain matters. Applicants should read the regulations cited below and the instructions for certification included in the regulations to understand the requirements and whether they apply to a particular applicant. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)," and the coordination and non-supplanting requirements of the Public Safety Partnership and Community Policing Act of 1994. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form — LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 —

A. The applicant certifies that it and its principals:

(i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (A)(ii) of this certification; and

(iv) Have not within a three-year period preceding this application had one or more public transactions (Federal, state or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 —

A. The applicant certifies that it will, or will continue to, provide a drug-free workplace by:

(i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(ii) Establishing an on-going drug-free awareness program to inform employees about —

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace;

(iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);

(iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will —

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(v) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: COPS Office, 1100 Vermont Ave., NW, Washington, DC 20530. Notice shall include the identification number(s) of each affected grant;

(vi) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted —

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state or local health, law enforcement or other appropriate agency;

(vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v) and (vi).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of performance (street address, city, county, state, zip code)

_____

_____

Check ☐ if there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a state may elect to make one certification in each Federal fiscal year, a copy of which should be included with each application for Department of Justice funding. States and state agencies may elect to use OJP Form 4061/7.

Check ☐ if the state has elected to complete OJP Form 4061/7.

4. Coordination

The Public Safety Partnership and Community Policing Act of 1994 requires applicants to certify that there has been appropriate coordination with all agencies that may be affected by the applicant's grant proposal if approved. Affected agencies may include, among others, the Office of the United States Attorney, state or local prosecutors, or correctional agencies. The applicant certifies that there has been appropriate coordination with all affected agencies.

5. Non-Supplanting

The applicant hereby certifies that Federal funds will not be used to replace or supplant state or local funds, or funds supplied by the Bureau of Indian Affairs, that would, in the absence of Federal aid, be made available to or for law enforcement purposes.

6. Retention

The applicant hereby certifies that it understands that it must abide by its submitted plan to retain the additional officer positions at the conclusion of the grant period.

rantee Name and Address: Fayetteville Police Department 100-A West Rock St. Fayetteville, AR 72701

pplication No. and/or Project Name: COPS in Schools Grantee IRS/ Vendor Number: 716018462

/ped Name and Title of Law Enforcement Representative: Richard L. Watson, Chief of Police

gnature: Richard L. Watson Date: 8-20-99

s the *duly authorized representative of the governing body, I hereby certify that the I am binding the governing body to the above certifica-*
ns, including the plan to retain. Elections of new officials will not relieve the governing body of its obligations under this grant.

ped Name and Title of Government Representative: Fred Hanna Mayor, City of Fayetteville

gnature: Fred Hanna Date: 8/23/99

U.S. Department of Justice
Office of Community Oriented Policing Services

Disclosure of Lobbying Activities

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District number, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting registrant identified in item 4 to influence the covered Federal action.

(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20530.

Budget Adjustment Form

Budget Year			Date Requested	Adjustment #
2000	Department:	Police	05/08/00	
	Division:	Police		
	Program:	Patrol		

Project or Item Requested:

Funds for operating expense of the School Resource Officer program as a result of accepting the Federal Cops In Schools grant to add 5 additional officers. These expenses reflect 5 months in the 2000 budget year.

Project or Item Deleted:

None

Justification of this Increase:

With the acceptance of this grant the Police Department will assign 4 additional officers to the Fayetteville Public Schools and place an officer in charge of the DARE program.

Justification of this Decrease:

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
See attached			

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Use of Fund Balance	46530	1010 0001 4999 99	

Approval Signatures

Requested By		Date
Budget Coordinator		Date
Department Director	R. Hoyt - Asst Chief	5.8.00 Date
Admin. Services Director		Date
Mayor		Date

SIGN HERE

Budget Office Use Only

Type: A B C D E

Date of Approval _____

Posted to General Ledger _____ _____

Posted to Project Accounting _____ _____

Entered in Category Log _____ _____

Blue Copy: Budget & Research / Yellow Copy: Requester

o accept the Cops In School Grant

Account number					Description	Amount
Expense						
1010	2940	5	101	00	Salaries - Uniform	$52,696.00
1010	2940	5	105		FICA	764.00
1010	2940	5	107		Life Insurance	360.00
1010	2940	5	108		Health Insurance	7,825.00
1010	2940	5	108	01	LTD insurance	242.00
1010	2940	5	108	02	ADD insurance	94.00
1010	2940	5	109	03	LOPFI	6,176.00
1010	2940	5	111		Worker's Comp	1,439.00
1010	2940	5	302		Travel & Training	1,250.00
1010	2940	5	304		Uniforms	13,635.00
1010	2940	5			Insurance Personal Liability	760.00
1010	2940	5	331		Motor Pool	4,327.00
1010	2940	5			Replacement	8,004.00
1010	2940	5			Vehicle Maintenance	1,250.00
1010	2940	5	890		Minor Equipment	13,000.00
					Total	$111,822.00
Revenue						
1010	0001	4	310	00	Federal Grant	$65,292.00
1010	0001	4	999	99	Use of Fund Balance	46,530.00
					Total	$111,822.00

Budget detail for addition of 5 School Resource Officers	Cost 08/01/00 12/31/00	Cost 2001	Cost 2002	Cost 2003
Salaries	$52,696	$132,770	$139,065	$145,365
FICA taxes	764	1,925	2,016	2,108
Life Insurancce	360	908	951	994
Health Insurance	7,825	18,780	18,780	18,780
LTD Insurance	242	611	640	669
ADD Insurance	94	225	225	225
LOPFI	6,176	15,561	16,298	17,037
Worker's Comp.	1,439	3,625	3,796	3,968
	69,596	174,404	181,772	189,146
Uniforms				
BDU	555	2,500	2,500	2500
Web gear	910	0	0	0
Class A	12,170	0	0	0
Insurance - Professional Liability	759	1,822	1,822	1822
Training	2,500	0	0	0
Motor Pool	4,327	10,593	10,910	11,129
Replacement	8,004	19,594	20,182	20,586
Radio	12,000	0	0	0
Locker	1,000	0	0	0
Total	$111,822	$208,913	$217,187	$225,182
Grant allowable	$65,292	$156,700	$156,695	$91,403
Local match	0	0	0	$0
Non-allowable	46,530	52,213	60,492	$133,779
Total Local cost	$46,530	$52,213	$60,492	$133,779

STAFF REVIEW FORM

__X__ AGENDA REQUEST
__X__ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of June 6, 2000

FROM:

Jim Beavers	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED:

1. Approval of a contract for surveying services in the not-to-exceed amount of $70,060.00 with Garver Engineers for the Old Missouri Road improvements.

2. Approval of a budget adjustment in the amount of $70,060.00 to fund the surveying contract.

COST TO CITY:

$70,060.00	$0 in 2000 ~~$1,500,000 in 2001~~	Old Missouri Road Improvements
cost of this Request	Project Budget	Project Name
4470-9470-5809.00	$0	Street Improvements
Account Number	Funds Used To Date	Program Name
00050-1	$0	Sales Tax
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ___ Budgeted Item __x__ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Accounting Manager	5-19-00 Date	ADA Coordinator	Date
City Attorney	5-22-00 Date	Internal Auditor	5-22-00 Date
Purchasing Officer	5-22-00 Date		

STAFF RECOMMENDATION: Approval

Division Head	5/18/00 Date	Cross Reference
Department Director	5-23-00 Date	New Item: **Yes**
Administrative Services Director	5-23-00 Date	Prev Ord/Res #_____
Mayor	5/23/00 Date	Orig Contract Date:_____
		Contract number _____

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charles Venable, Public Works Director CV
Contract Review

From: Jim Beavers, City Engineer JB

Date: May 17, 2000

Re: Council Meeting June 6, 2000
Proposed surveying contract with Garver Engineers
Old Missouri Road improvements

The City plans to improve Old Missouri Road in phases from Old Wire Road to Old Missouri Road in 2001-2003. The first phase of construction in 2001 will be the reconstruction, widening and elevation changes from Eaton Street or Rolling Hills Drive north to the Mud Creek Bridge. Engineering desires to start work on the design in 2000 for an earlier 2001 bid date.

Engineering's survey crew is currently committed to the Arkansas Research and Technology project for street, drainage, water, sanitary sewer and wetlands mitigation designed in-house by Engineering. Therefore it is necessary to contract out the surveying for the Old Missouri Road project. Engineering Division will design the project and prepare the plans and specifications in-house.

The engineering firm of Garver Engineers was chosen based upon a formal selection in accordance with State law and the City's policy for engineering selections.

The proposed contract is for surveying and field work only with a not-to-exceed price of $70,060.00.

The proposed budget adjustment is to use surplus funds from the 6th Street extension project in which bids and projected project costs are less than anticipated.

Enc:

1. Vicinity Map/CIP pages 89, 96, 97
2. Three original contracts for signature

CITY OF FAYETTEVILLE, ARKANSAS
2000 - 2004 CAPITAL IMPROVEMENTS PROGRAM
PROJECT DETAIL

PROJECT TITLE: Old Missouri Road - Mud Creek to Stubblefield

REQUESTING DIVISION: Engineering & Street

FUNDING SOURCE: Sales Tax Capital Improvements Fund

PROJECT CATEGORY: Street Improvements

INITIAL YEAR PRIORITY: 2

PROJECT TYPE: REPLACEMENT Y EXPANSION Y

PROJECT COST	
2000	$
2001	1,500,000
2002	
2003	
2004	
TOTAL PROJECT COST	$ 1,500,000

PROJECT DESCRIPTION & JUSTIFICATION :

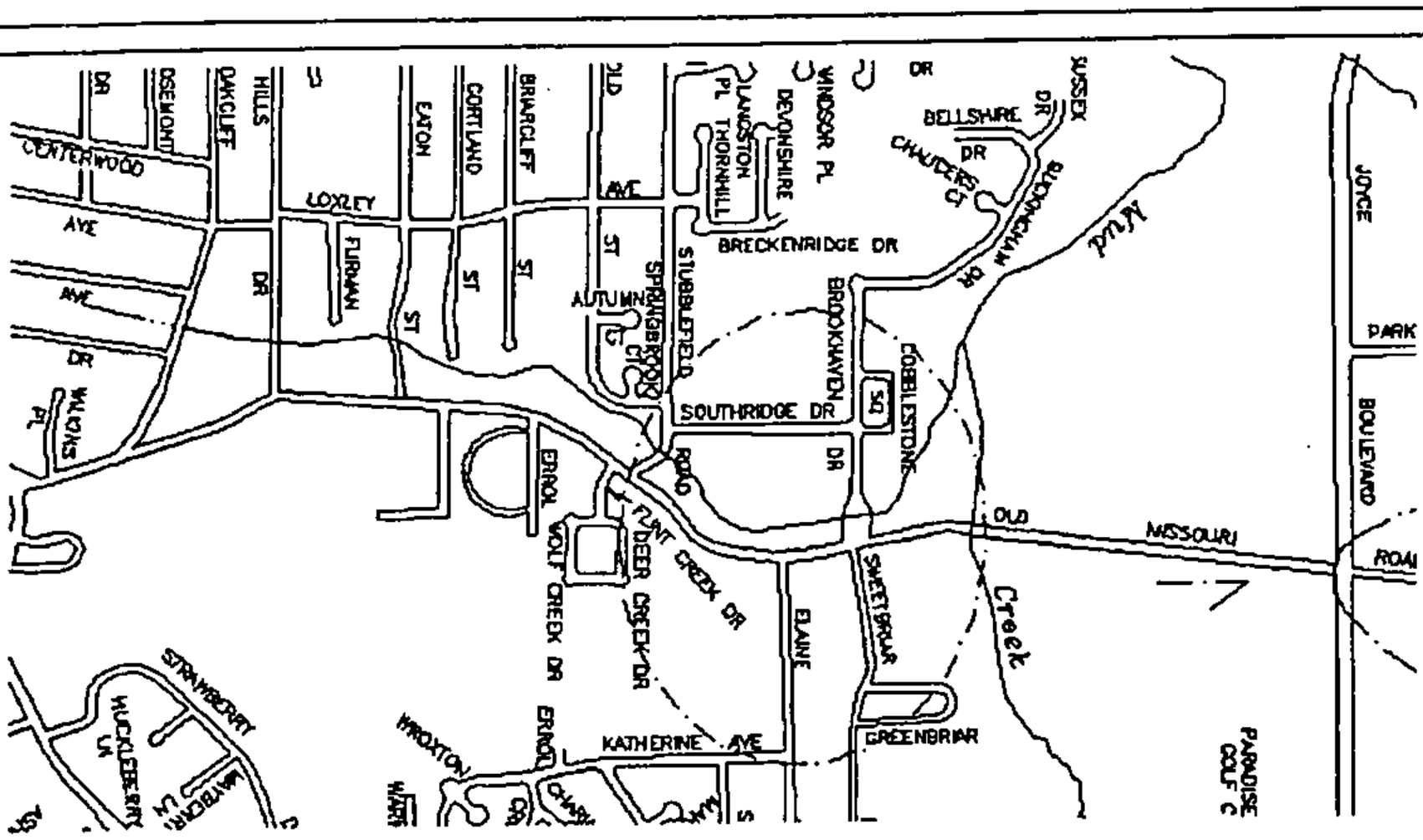
Reconstruction of Old Missouri Road in the low area which currently floods, minor widening, and a sidewalk on the east side. Proposed is a 36 foot three-lane standard collector street with significant retaining walls. Water and sewer relocations are included in the estimate.

PROJECT STATUS (IF IN PROGRESS) :

N/A

EFFECT OF THE PROJECT ON ANNUAL OPERATIONS

Negligible.



CITY OF FAYETTEVILLE, ARKANSAS
2000 - 2004 CAPITAL IMPROVEMENTS PROGRAM
PROJECT DETAIL

PROJECT TITLE: Old Missouri Road - Stubblefield to Rolling Hills

REQUESTING DIVISION: Engineering & Street

FUNDING SOURCE: Sales Tax Capital Improvements Fund

PROJECT CATEGORY: Street Improvements

INITIAL YEAR PRIORITY: 5

PROJECT TYPE: REPLACEMENT Y EXPANSION Y

PROJECT COST	$
2000	
2001	
2002	526,000
2003	
2004	
TOTAL PROJECT COST	$ 526,000

PROJECT DESCRIPTION & JUSTIFICATION :

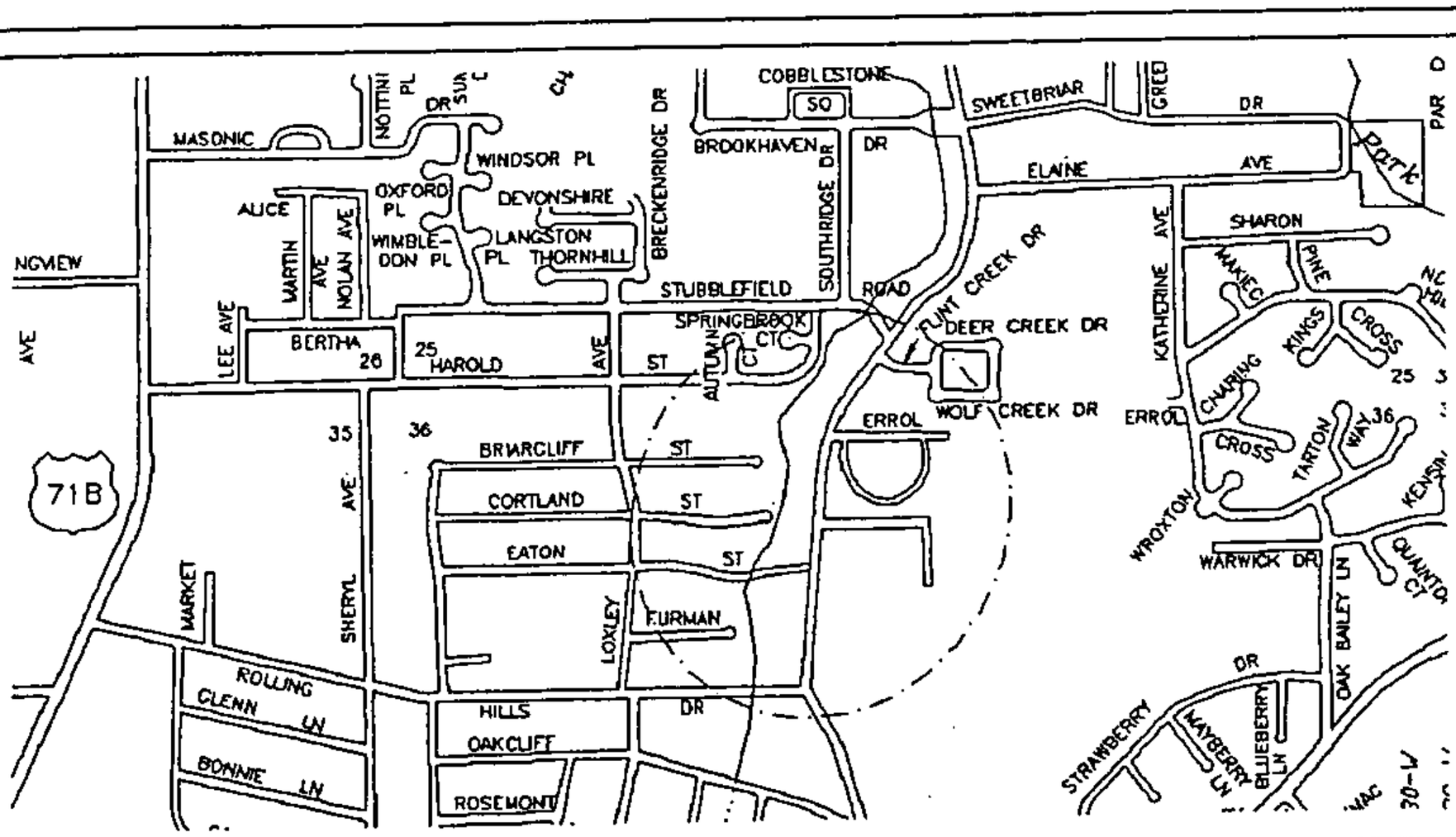
Widening of Old Missouri Road from Stubblefield Road south to Rolling Hills Drive. Improvements to include widening to a 36 foot street with a center turn lane and drainage and sidewalk improvements. Water and sewer relocations and improvements are not anticipated at this date.

PROJECT STATUS (IF IN PROGRESS) :

N/A

EFFECT OF THE PROJECT ON ANNUAL OPERATIONS

Nominal maintenance.



CITY OF FAYETTEVILLE, ARKANSAS
2000 - 2004 CAPITAL IMPROVEMENTS PROGRAM
PROJECT DETAIL

PROJECT TITLE: Old Missouri Road - Rolling Hills to Old Wire

REQUESTING DIVISION: Engineering & Street

FUNDING SOURCE: Sales Tax Capital Improvements Fund

PROJECT CATEGORY: Street Improvements

INITIAL YEAR PRIORITY: 2

PROJECT TYPE: REPLACEMENT Y EXPANSION Y

PROJECT COST	$
2000	
2001	
2002	513,000
2003	
2004	
TOTAL PROJECT COST $	513,000

PROJECT DESCRIPTION & JUSTIFICATION :

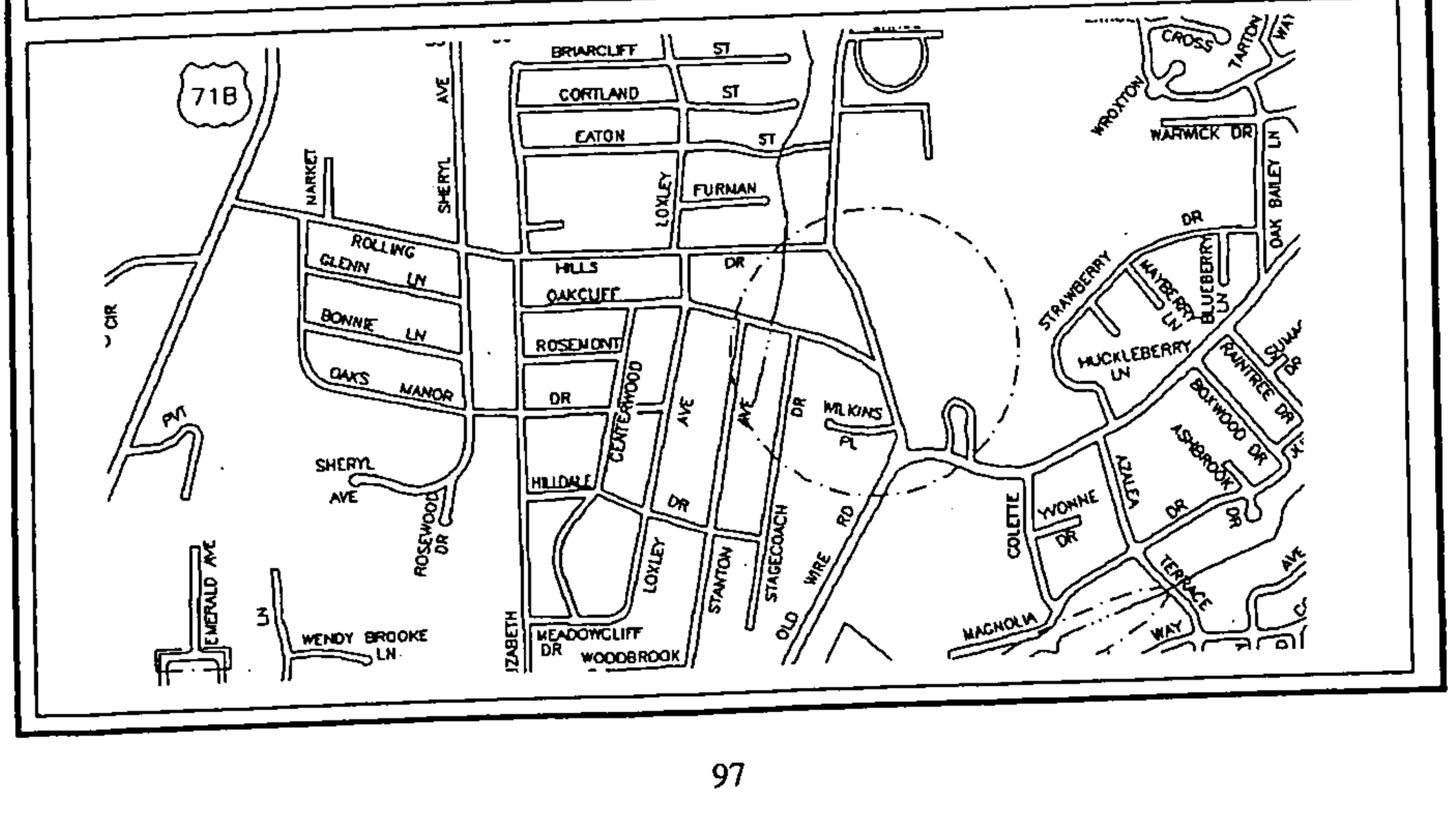
Widening of Old Missouri Road from Rolling Hills Drive south to Old Wire Road. Improvements to include widening the street 36 feet with a center turn lane and drainage and sidewalk improvements. Water and sewer relocations and improvements are not anticipated at this date.

PROJECT STATUS (IF IN PROGRESS) :

N/A

EFFECT OF THE PROJECT ON ANNUAL OPERATIONS

Nominal maintenance.



A. 4. Page 6

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department:	Sales Tax Capital Improvement	Date Requested	Adjustment #
2000	Division:		05/19/2000	
	Program:			

Project or Item Requested:
Funding is requested for the Old Missouri Road Improvements Project.

Project or Item Deleted:
None. The funding proposed for this adjustment is from project savings from the 6th street Extension project.

Justification of this Increase:
The funds are requested to enable the City to contract for survey work on the project.

Justification of this Decrease:
The bids for 6th Street Project were below the budgeted funds.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Street Improvements	70,060	4470	9470		5809	00	00050	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Street Improvements	70,060	4470	9470		5809	00	96044	20

Approval Signatures

Requested By	Date
Budget Manager	5-19-2000 Date
Department Director	5-23-00 Date
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type: A B C (D) E

Date of Approval _____

Posted to General Ledger _____ _____

Posted to Project Accounting _____ _____

Entered in Category Log _____ _____

Blue Copy: Budget & Research / Yellow Copy: Requester

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

filename

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 with Garver Engineers, with offices located at Fayetteville, Arkansas, hereinafter called the "ENGINEER."

WITNESSETH:

Whereas, the "OWNER" is planning to survey for the design of street improvements along Old Missouri Road; 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 these services for the project on schedule;

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

SECTION I - EMPLOYMENT OF ENGINEER

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

SECTION II -DESCRIPTION OF THE PROJECT

This project includes field surveying services for the design of street improvements along Old Missouri Road (to be designed by the City) from Old Wire Road to Joyce Boulevard.

SECTION III - INFORMATION & SERVICES

The "OWNER" will furnish any standards and other information which may relate to the project including the record description of the properties, any record easements affecting the property to

which the survey shall make reference, free of charge, to the "ENGINEER".

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

Specifically, our scope of services is described in the following paragraphs. In general, the scope will include surveying, data collection, and data transfer for use by the City in the design of the street improvements.

Garver Engineers will conduct field surveys locating existing utilities, improvements, and break lines; consisting of cross sections at approximately 50-ft intervals and approximately 100 feet each side of the existing centerline, including any pertinent features or improvements between sections, along the designated route. Old Wire Road will be surveyed with the same approximate intervals and widths for a distance of 500-ft each side of the intersection with Old Missouri Road. All other street intersections will be surveyed similarly for a distance of 200-ft past the intersection with Old Missouri Road. Garver will locate existing monumentation and will stake the existing Right of Way and/or easements based on record data which will be provided by the City personnel.

Six (6) permanent control points will be established utilizing GPS methods noting the coordinates and elevations to the nearest 0.01 foot. Location of buildings, trees over six inches in diameter, utilities both above and below ground (with flow lines of any storm sewers), and any other topographic features that may be present on the route, will be indicated. Sanitary sewer flow lines will not be provided.

All survey data will be tied to the City of Fayetteville's plane coordinate system and all elevations shall be tied to the National Geodetic Vertical Datum (NGVD) 1929.

A digital copy of a each drawing with all survey points, improvements, existing features, and connected break lines in Autocad Release 14 will be provided to the Owner. Survey data will also be provided in ASCII format with field codes. It is understood that the Owner will utilize the Engineer's drawings for the design of the street improvements.

Section #1
Old Wire Road to north side of Rolling Hills Drive.

Section #2
North side of Rolling Hills Drive to south side of Mud Creek Bridge.

Section #3
South side of Mud Creek Bridge to Joyce Boulevard.

GPS data will also be provided. A subconsultant of the Engineer will be available to provide six (6) control points for the project. The location of these control points will be determined by the Engineer to provide stability and visibility. A report will be furnished detailing the horizontal and

vertical coordinates as based on the City of Fayetteville's plane coordinate system.

SECTION V - COORDINATION WITH "OWNER"

The "ENGINEER" shall hold conferences throughout the performance of the project with representatives of the "OWNER" to the end that the survey data, as perfected, shall have full benefit of the "OWNER'S" knowledge and be consistent with the current policies and practices of the "OWNER". The "OWNER" reserves the right to accept or reject any or all data, but this stipulation will not relieve the "ENGINEER" of responsibility for the design of the project.

SECTION VI - OFFICE LOCATION FOR REVIEW OF WORK

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

SECTION VII - CONCEPT AND PRELIMINARY SUBMISSION - Not Used.

SECTION VIII - FINAL SUBMISSION - Not Used

SECTION IX - ENGINEER RESPONSIBILITY DURING "BIDDING" AND "CONSTRUCTION" PHASES - Not Used

SECTION X - SUBCONTRACTING

Subcontracting by the "ENGINEER" of any of the services provided herein shall require prior approval by the "OWNER." A subconsultant of the Engineer will be available to provide six (6) control points for the project.

SECTION XI - TIME OF BEGINNING AND COMPLETION

The "ENGINEER" shall begin work under this Agreement within five (5) calendar days of a Notice to Proceed and complete the work within 140 calendar days from the date work begins; Section #2, will be completed first and will be completed within 75 days of the date work begins. The data files and drawings will be delivered periodically until completion of the project.

SECTION XII - FEES AND PAYMENTS

A. "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 161% of direct labor costs, plus direct reimbursable expenses associated with the project, plus a fixed fee which are payable as follows:

	Section 1	Section 2	Section 3
"Design" phase services (Surveying Services) not to exceed:	$14,687.00	$32,739.00	$13,496.00
Fixed fee for "Design" services:	$2,203.00	$4,911.00	$2,024.00
Engineering contract amount for "Design" phase services not to exceed:	**$16,890.00**	**$37,650.00**	**$15,520.00**

The total not to exceed amount is **$70,060.00**.

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

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

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

B. "Bidding" Phase Services - Not Used

C. "Construction" Phase Services - Not Used

D. "Geotechnical Investigation" Services:

E. "Special" Services

For "Special" services, not described herein, the "OWNER" shall pay the "ENGINEER" at the actual salary rates for the personnel involved multiplied by a 3.0 markup. Special services will be required only when directed by the City in writing. Reimbursable expenses such as mileage and printing will be reimbursed at the Engineer's cost.

SECTION XIII - CHANGES

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

performance, or both, and the contract shall be modified in writing accordingly.

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

Any claim by the "ENGINEER" for adjustment under this clause must be asserted with thirty (30) days from the date of receipt by the "ENGINEER" of the notification of change, provided, however, that the "OWNER" if it decides that the facts justify such action, may receive and act upon any such claim assessed at any time prior to the date of final payment under this contract. Failure to agree to any adjustment shall be cause for a dispute concerning a question of fact within the meaning of the clause of this contract entitled SECTION XVII MISCELLANEOUS PROVISIONS, (1) Dispute Resolutions. However, nothing in this clause shall excuse the "ENGINEER" from proceeding with the contract as changed.

SECTION XIV - OWNERSHIP OF DOCUMENTS

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

SECTION XV - POSTPONEMENT OR CANCELLATION OF THE CONTRACT

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

A. Postponement - Should the "OWNER," for any reason whatsoever, decide to postpone the work at any time, the "OWNER" will notify the "ENGINEER," who will immediately suspend work. Should the "OWNER" decide during such suspension not to resume the work, or should such suspension not be terminated within a year, the work shall be cancelled as hereinafter provided.

B Cancellation - Should the "OWNER," for any reason whatsoever, decide to cancel or to terminate the use of the "ENGINEER'S" service, the "OWNER" will give written notice thereof to the "ENGINEER," who will immediately terminate the work. If the "OWNER" so elects, the "ENGINEER" may be instructed to bring a reasonable stage of completion to those items, whose value would otherwise be lost. The "ENGINEER" shall turn over all data, charts, survey notes, figures, drawings and other records or information collected or produced hereunder whether partial or complete. Upon such termination of the "ENGINEER'S" services, the "ENGINEER" shall be paid on a proportional amount of the total fee, less prior partial payments, based on the ratio of work done to the total amount of work to be performed.

SECTION XVII - MISCELLANEOUS PROVISIONS

1. 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.

2. Responsibility for Claims and Liability - The "ENGINEER" shalt save harmless the "OWNER" from all claim and liability due to its (the "ENGINEER'S") activities, or those subcontractors, its agents, or its employees during the time this contract is in force.

3. General Compliance with Laws - The "ENGINEER" shall comply with all federal, state and local laws and ordinances applicable to the work. The "Engineer" shall be a professional engineer, licensed in the State of Arkansas.

4. Engineers Endorsement - The "ENGINEER" shall endorse and recommend all plans, specifications, estimates and engineering data finished by it. All design shall be checked in accordance with accepted engineering practices. All plan quantities shall be checked and verified.

SECTION XVIII - SUCCESSORS AND ASSIGNS

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

SECTION XIX - COVENANT AGAINST CONTINGENT FEES

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

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

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

CITY OF FAYETTEVILLE

By: _____
Mayor

ENGINEER

GARVER ENGINEERS
Name of the firm

By: _____
Authorized Representative

ATTEST:

City Clerk

ATTEST

12-May-00

City of Fayetteville
Fayetteville City Old Missouri Road Surveys
Surveying Services

Garver Engineers will conduct field surveys locating existing utilities, improvements, and break lines; consisting of cross sections at approximately 50-ft intervals and approximately 100-feet each side of the existing centerline, including any pertinent features or improvements between sections, along the designated route. Old Wire Road will be surveyed with the same approximate intervals and widths for a distance of 500-ft each side of the intersection with Old Missouri Road. All other street intersections will be surveyed similarly for a distance of 200-ft past the intersection with Old Missouri Road. Garver will locate existing monumentation and will delineate the existing Right of Way and/or Easements based on record data which will be provided by the City personnel.
At least two permanent control points will be established utilizing GPS methods noting the coordinates and elevations to the nearest 0.01 foot. Location of buildings, trees over six inches in diameter, utilities both above and below ground (with flow lines of any storm sewers), and any other topographic features that may be present on the route, will be indicated. Sanitary Sewer flow lines will not be provided.

Location and Topographic Surveys for Section#1 Old Wire Road to Rolling Hills Drive

1. Delineate Existing Right-of-way and/or Easements
2. Horizontal and Vertical Control
3. Location Survey and Data Processing

	1	2	3	Total
Project Manager	2	0	2	4
Project Engineer	0	0	0	0
Design Engineer	0	0	0	0
Project Surveyor	30	12	34	76
Technician/Draftsman	0	0	2	2
Clerical	1	0	1	2
Survey Crew	20	12	60	92
Construction Observer	0	0	0	0
Construction Engineer	0	0	0	0

Location and Topographic Surveys for Section#2 Rolling Hills Drive to Mud Creek Bridge

1. Delineate Existing Right-of-way and/or Easements
2. Horizontal and Vertical Control
3. Location Survey and Data Processing

	1	2	3	Total
Project Manager	2	1	3	6
Project Engineer	0	0	0	0
Design Engineer	0	0	0	0
Project Surveyor	68	22	68	158
Technician/Draftsman	0	0	4	4
Clerical	0	0	2	2
Survey Crew	60	24	136	220
Construction Observer	0	0	0	0
Construction Engineer	0	0	0	0

Location and Topographic Surveys for Section#3 Mud Creek Bridge to Joyce Boulevard

1. Delineate Existing Right-of-way and/or Easements
2. Horizontal and Vertical Control
3. Location Survey and Data Processing

	1	2	3	Total
Project Manager	2	0	2	4
Project Engineer	0	0	0	0
Design Engineer	0	0	0	0
Project Surveyor	26	10	30	66
Technician/Draftsman	0	0	2	2
Clerical	0	0	2	2
Survey Crew	24	12	50	86
Construction Observer	0	0	0	0
Construction Engineer	0	0	0	0

DIRECT SALARY COST	Section #1 MAN HOURS	Section #1 COST	Section #2 MAN HOURS	Section #2 COST	Section #3 MAN HOURS	Section #3 COST
Project Manager	4	$122.80	6	$184.20	4	$122.80
Project Engineer	0	$0.00	0	$0.00	0	$0.00
Design Engineer	0	$0.00	0	$0.00	0	$0.00
Project Surveyor	76	$1,672.00	158	$3,476.00	66	$1,452.00
Technician/Draftsman	2	$34.00	4	$68.00	2	$34.00
Clerical	2	$20.80	2	$20.80	2	$20.80
Survey Crew	92	$3,588.00	220	$8,580.00	86	$3,354.00
Construction Observer	0	$0.00	0	$0.00	0	$0.00
Construction Engineer	0	$0.00	0	$0.00	0	$0.00
Subtotal - Salaries		**$5,437.60**		**$12,329.00**		**$4,983.60**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (161%)		$8,754.54		$19,849.69		$8,023.60
DIRECT NON-PAYROLL COSTS						
Consultant		$400.00		$400.00		$400.00
Reproduction/Printing		$35.00		$55.50		$28.50
Survey Supplies		$20.00		$45.00		$20.00
Aerial Photography		$0.00		$0.00		$0.00
Computer Rental		$0.00		$0.00		$0.00
Travel Costs		$40.00		$60.00		$40.00
Subtotal - Direct Non-Payroll Costs		$495.00		$560.50		$488.50
Subtotal		$14,687.14		$32,739.19		$13,495.70
PROFESSIONAL FEE (profit)		$2,203.07		$4,910.88		$2,024.35
TOTAL :		**$16,890.00**		**$37,650.00**		**$15,520.00**

TOTAL ESTIMATED COST: **$70,060.00**

Appendix B
Garver Engineers
Hourly Rate Schedule

Classification	Regular
Senior Project Manager	$38.00
Project Manager	$31.00
Senior Project Engineer	$26.00
Project Engineer	$24.00
Senior Design Engineer	$22.25
Construction Engineer	$19.50
Design Engineer/Designer	$22.25
Environmental Scientist	$21.00
Geologist	$20.00
CADD Administrator	$20.00
Senior CADD Technician	$18.00
CADD Technician	$16.25
Senior Construction Observer	$20.00
Construction Observer	$19.50
Project Surveyor	$20.75
Instrument Man	$19.25
Rodman	$12.00
GPS Equipment	$45.00
Clerical	$11.00

April, 2000

AGENDA REQUEST FORM

MAY 18, 2000

FROM:

MICKEY JACKSON		FIRE DEPARTMENT
Name	Division	Department

ACTION REQUIRED:

APPROVAL OF BID OF CENTRAL STATES FIRE APPARATUS LLC, FOR PURCHASE OF A NEW FIRE DEPARTMENT PUMPING ENGINE.

COST TO CITY:

$209,096.00	$212,000.00	FIRE APPARATUS REPLACEMENT
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5802.00	-0-	FIRE IMPROVEMENTS
Account Number	Funds Used To Date	Program Name
00013	$212,000.00	CAPITAL IMPROVEMENTS SALES
Project Number	Remaining Balance	TAX FUND

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/LEASE REVIEW

Marilyn J Cramer	5-18-00
Accounting Manager	Date
	5-18-00
City Attorney	Date
P Vice	5-19-00
Purchasing Officer	Date
Yolanda Fields	5-22-00
Internal Auditor	Date

GRANT APPLICATION REVIEW

Internal Auditor Date

STAFF RECOMMENDATION

	5-18-2000
Division Head	Date
Mickey Jackson	5-18-2000
Department Director	Date
	5-22-00
Administrative Services Director	Date
	5/23/00
Mayor	Date

CROSS REFERENCE

NEW ITEM: YES

PREV/ORD/RES#: RES # N/A

ORIG. CONTRACT DATE: N/A

CONTRACT # N/A

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thur: Fred Hanna, Mayor

From: Mickey Jackson, Fire Chief

Date: May 18, 2000

RE: **Bid Approval Request for New Fire Department Pumper**

On May 15, eight bids were received and opened for a new 1,250 gallon per minute pumper truck. The bid tally, lowest to highest, is as follows:

1. Pierce Manufacturing Company Basic Contender Series	$188,832.00
2. Fire Apparatus Company Smeal Pumper on Spartan Chassis	$214,947.80
3. Central States Fire Apparatus, LLC	$215,578.00
4. Ferrara Fire Apparatus, Inc.	$219,501.00
5. Pierce Mfg. Company Contender Plus Series	$223,584.00
6. Barton Freightliner American LaFrance Pumper	$226,694.00
7. Pierce Mfg. Co. Saber Series	$229,409.00
8. Leeco - Emergency One Century II Series Pumper	$229,999.00

Having thoroughly analyzed all the bids, I am recommending to you approval and acceptance of the bid of Central States Fire Apparatus in the amount of $209,096, ($215,578, less an allowance of $6,482 for "pre-paying" for the chassis upon its completion and delivery to their plant), as being the best bid overall. The lowest bid (Pierce Basic Contender), listed fourteen exceptions to our specifications, five of which were unacceptable. The next lowest bidder, Fire Apparatus of Memphis (Smeal), listed ten exceptions to our specifications, one of which was unacceptable (wrong transmission). Central States listed six exceptions, five of which were minor. The other, related to payment upon delivery, has been negotiated to an agreement on their part to accept our terms.

The remaining bids seemed ok, but were all higher in price than the Central States bid.

We have not previously purchased a truck from Central States. However, they have some of their trucks at other Departments in Northwest Arkansas, and I'm informed the satisfaction level is high among these users. I believe this purchase will serve us well.

If you have comments or questions about this project, please do not hesitate to call me at 575-8365 (city ext. 365), or come by the office. Thank you for your consideration of this request.

MJ/ca

RECEIVED
MAY 11 2000
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

STAFF REVIEW FORM

_X_ **Agenda Request**
____ **Contract Review**
____ **Grant Review**

For the Fayetteville City Council meeting of June 6, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve a resolution for AD 00-10.00: Administrative Item(City of Fayetteville) was submitted by the City Planning Division to adopt the planning area boundary.

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 7-0-0 to recommend approval of the new Planning Area Boundary description as presented.

Division Head	5-11-00 Date	**Cross Reference**
Department Director	Date	New Item: **Yes** **No**
Administrative Services Director	Date	Prev Ord/Res#:_____
Mayor	Date	Orig Contract Date: _____

RECEIVED
MAY 12 2000
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

STAFF REVIEW FORM

__X__ Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of June 6, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve a resolution for AD 00-10.00: Administrative Item(City of Fayetteville) was submitted by the City Planning Division to adopt the planning area boundary.

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	5-11-00 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and Planning Commission unanimously voted 7-0-0 to recommend approval of the new Planning Area Boundary description as presented.

Division Head	5-11-00 Date	**Cross Reference**
Department Director	5-12-00 Date	New Item: **Yes** **No**
Administrative Services Director	5-12-00 Date	Prev Ord/Res#: _____
Mayor	5/15/00 Date	Orig Contract Date: _____

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE PLANNING AREA BOUNDARY OF THE CITY OF FAYETTEVILLE, ARKANSAS AS REQUESTED IN AD99-30.

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

Section 1. That the City Council hereby adopts the Planning Area Boundary within the territorial jurisdiction as set out under A.C.A. §14-56-413 and as designated by the Planning Commission on May 8, 200. A copy of the Planning Area map and legal description is attached hereto marked Exhibit "A" and made a part hereof.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By_____
Fred Hanna, Mayor

ATTEST:

By_____
Heather Woodruff, City Clerk

Planning Commission Minutes
May 8, 2000
Page 17

AD 00-10.00: Administrative Item (City of Fayetteville)

Item submitted by the City Planning Division to discuss updating the planning area boundary.

Odom: The next item on tonight's agenda is AD 00-10 submitted by the City Planning Division to discuss updating the planning area boundary. Not surprisingly Staff recommends adoption of the revised planning area boundary. Staff, would you like to tell us about this.

Conklin: This is basically a house cleaning item. We have been working on revising our planning area boundary to make sure it does not encroach into other jurisdictions' city limits. There are six revisions that have been made and I have included a map on page 4.2 and a larger map that is before you this evening. The first revision is where our planning area boundary encroaches into the city of Springdale to the north and east of Hwy 265. The second change is to accommodate a change in our city limits with the recent annexation just west of Double Springs Road. The third is to remove our planning area boundary out of the city of Farmington's city limits. That is shown on the map west of Double Springs Road also. The fourth is to accommodate a change in the Fayetteville city limits and that is a result of our annexation of the 300 acres for a sewage treatment plant. The fifth and sixth changes, which are south of Hwy 62, are removing our planning area boundary out of the Farmington city limits. We have not expanded our planning area boundary. The area that we are showing is what has been adopted since the early '70's. Basically it's to clean up our planning area boundary where it does encroach into these other city limits. Staff is bringing forward and working on updating our 2020 Plan with regard to our planning area boundary. This is one of the first plans we will look at with regard to any changes we will want to make to that and I'm looking at starting that in the next month. So we will have changes that potentially could be made to that boundary, however, this planning area boundary that's before you tonight, I really would like to adopt is and get it filed over at the county. It is a brand new legal description in the State Plane Coordinate system. It works with our geographic information system and basically it will be a starting point for us to look at a legal description that when we do make amendments we can actually amend this legal description that we adopt. That's all I have. If you have any questions, I'll be happy to answer them.

PUBLIC COMMENT:

Odom: I would like to ask if there is any member of the audience that would like to address us on this issue? Seeing none, I'll close the floor to public discussion and

bring it back to the Planning Commission for questions or comments.

COMMISSION DISCUSSION and MOTION:

Bunch: Mr. Chairman, I move that we accept AD 00-10 and send it through subsequent approval processes.

Allen: I second.

Odom: We have a motion by Commissioner Bunch and second by Commissioner Allen to approve this administrative item AD 00-10. Any further discussion?

Hoffman: I would like to commend staff for checking and double checking the 300 some odd calls on our descriptions. That was quite a bit of work.

Odom: Any further discussion? Call the roll.

ROLL CALL:

Upon roll call motion carries on a vote of 7-0-0.

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: Tim Conklin, City Planner
DATE: May 8, 2000
SUBJECT: Update to the Planning Area Boundary Map

STAFF RECOMMENDATION:

Staff recommends adoption of the revised Planning Area Boundary.

BACKGROUND:

The Planning Division has updated the Planning Area Boundary to reflect revisions due to changes in the City Limits for Fayetteville, Farmington, and Springdale. There is a total of six revisions which are shown on the attached map. No additional area is being claimed as part of this update.

The updated Planning Area described boundary is 57.86 miles long, contains 379 calls, and has an area of 55,142 acres or 86.16 square miles (45.08 sq. miles inside Fayetteville City Limits, 41.08 sq. miles planning area outside City Limits). Overall, this update has resulted in a new metes and bounds legal description that is tied to State Plane Coordinates and can be utilized as part of the Fayetteville Geographic Information System

Regarding adoption of the Planning Area Boundary, Washington County Quorum Court recently has been discussing how cities are adopting and enforcing regulations within the Planning Area Boundaries.

I have checked with the City Clerk's office and have found ordinances which include legal descriptions adopting Fayetteville's Planning Area Boundary which have been filed and recorded at the County.

Furthermore, the Planning Division, in 1996, did file at Washington County the Fayetteville General Plan 2020 Future Land Use Plan and the Master Street Plan that also identified the Planning Area Boundary. A copy of both plans were hand delivered to the County Planner on the same day they were filed.

§ 14-56-413. Territorial jurisdiction.

(a)(1)(A) The territorial jurisdiction of the legislative body of the city having a planning commission, for the purpose of this subchapter, shall be exclusive and shall include all land lying within five (5) miles of the corporate limits.

(B) If the corporate limits of two (2) or more municipalities of the first or second class are less than ten (10) miles apart, the limits of their respective territorial jurisdictions shall be a line equidistant between them, or as agreed on by the respective municipalities.

(2)(A) Cities now having eight thousand (8,000) population or more and situated on navigable streams shall have the authority to administer and enforce planning and zoning ordinances outside their corporate limits as follows:

(i) For cities of eight thousand (8,000) to fifty thousand (50,000) population, the jurisdictional area will be one (1) mile beyond the corporate limits;

(ii) For cities of fifty thousand (50,000) to one hundred fifty thousand (150,000) population, the jurisdictional area will be two (2) miles beyond the corporate limits;

(iii)(a) For cities of one hundred fifty thousand (150,000) population and over, the jurisdictional area will be three (3) miles beyond the corporate limits.

(b) Upon July 3, 1989, no city with a population in excess of one hundred fifty thousand (150,000) persons and which is situated on a navigable stream shall exercise any zoning authority outside the boundaries of the county wherein it is located without the approval of the quorum court of the county wherein the city is not located and the approval of the governing bodies of all other cities having zoning authority over the area.

(B) The city populations will be based on the latest available United States census data.

(C) The provisions of subdivision (a)(2) of this section shall not restrict the powers of any city currently exercising the authority authorized under this subdivision.

(b)(1) The planning commission shall designate the area within the territorial jurisdiction for which it will prepare plans, ordinances, and regulations.

(2) A description of the boundaries of the area shall be filed with the city clerk and with the county recorder.

History. Acts 1957, No. 186, §§ 3, 5; 1965, No. 134, § 1; 1965, No. 138, § 1; A.S.A. 1947, §§ 19-2827, 19-2829; Acts 1987, No. 56, §§ 1, 4; 1989, No. 94, § 1.

§ 14-56-414. Preparation of plans.

(a) **Studies.** The planning commission shall undertake suitable studies related to the plans to be prepared. The studies shall be conducted after the completion of the planning area map and prior to the preparation of the plans.

(b)(1) **Land Use Plan.** The commission may prepare and adopt a land use plan which may include, but shall not be limited to:

(A) The reservation of open spaces;

(B) The preservation of natural and historical features, sites, and monuments;

(C) The existing uses to be retained without change;

(D) The existing uses proposed for change; and

(E) The areas proposed for new development.

(2) The plan may include areas proposed for redevelopment, rehabilitation, renewal, and similar programs.

(c)(1) **Community Facilities Plan.** The commission may prepare and adopt a community facilities plan indicating the general location and extent of the service areas of, and the future requirements of:

(A) Community facilities such as schools, playgrounds, recreational areas, hospitals, special education facilities, and cultural facilities;

(B) Governmental buildings and areas;

(C) Public and private utility terminals and lines; and

(D) Transportation terminals and lines.

(2) The plan may indicate areas to be reserved for future public acquisition as provided in this subchapter.

(d)(1) **Master Street Plan.** The commission may prepare and adopt a master street plan which shall designate the general location, characteristics, and functions of streets and highways.

(2)(A) The plan shall include the general locations of streets and highways to be reserved for future public acquisition.

(B) The plan may provide for the removal, relocation, widening, narrowing, vacating, abandonment, and change of use or extension of any public ways.

(e) **Other Plans.** The commission may prepare and adopt such other plans as are significant to the health, safety, and general welfare of the municipality and its environs.

History. Acts 1957, No. 186, § 4; A.S.A. 1947, § 19-2828.

The City of Fayetteville Planning Area

All of Township 16 North, Range 30 West, and a part of Township 17 North, Range 30 West, and a part of Township17 North, Range 29 West, and a part of Township 16 North, Range 29 West, and a part of Township 15 North, Range 30 West, and a part of Township 16 North, Range 31 West, and a part of Township 17 North, Range 31 West, being more particularly described as beginning at the NW Corner of Sec.29, T-17-N, R-30-W; thence South 02 degrees 07 minutes 15 seconds West a distance of 1324.81 feet, thence South 02 degrees 07 minutes 50 seconds West a distance of 1315.19 feet to the Southwest Corner of the Northwest quarter of Section 29, Township 17 North, Range 30 West thence North 87 degrees 22 minutes 16 seconds West a distance of 1319.34 feet, thence North 87 degrees 30 minutes 07 seconds West a distance of 1313.89 feet, thence North 87 degrees 24 minutes 23 seconds West a distance of 1318.21 feet, thence North 87 degrees 24 minutes 09 seconds West a distance of 1304.96 feet to the southwest Corner of the northwest quarter of Section 30, Township 17 North, Range 30 West thence North 87 degrees 28 minutes 29 seconds West a distance of 1342.16 feet, thence North 87 degrees 12 minutes 37 seconds West a distance of 1304.52 feet, thence North 87 degrees 20 minutes 33 seconds West a distance of 1333.47 feet, thence North 87 degrees 20 minutes 33 seconds West a distance of 1315.85 feet to the southwest Corner of the Northwest quarter of Section 25, Township 17 North, Range 31 West, thence North 87 degrees 20 minutes 33 seconds West a distance of 1321.50 feet, thence North 87 degrees 20 minutes 33 seconds West a distance of 1321.50 feet, thence North 87 degrees 20 minutes 33 seconds West a distance of 1351.57 feet, thence North 87 degrees 20 minutes 33 seconds West a distance of 1291.43 feet to the Northwest corner of the southwest quarter of section 26, Township 17, Range 31 West, thence South 02 degrees 50 minutes 36 seconds West a distance of 2599.89 feet to the Southwest Corner of Section 26, Township 17 North, Range 31 West, thence South 02 degrees 25 minutes 57 seconds West a distance of 2633.65 feet, thence South 02 degrees 25 minutes 57 seconds West a distance of 1340.91 feet, thence South 03 degrees 37 minutes 57 seconds West a distance of 1353.55 feet to the Southwest Corner of Section 35, Township 17 North, Range 31 West, thence South 88 degrees 27 minutes 20 seconds East a distance of 1327.52 feet, thence South 87 degrees 20 minutes 56 seconds East a distance of 1339.56 feet to the Southeast Corner of the Southwest quarter of Section 35, Township 17 North, Range 31 West, thence South 87 degrees 20 minutes 56 seconds East a distance of 708.43 feet, thence South 03 degrees 47 minutes 46 seconds West a distance of 1174.66 feet, thence South 02 degrees 21 minutes 26 seconds West a distance of 1315.29 feet, thence South 02 degrees 20 minutes 44 seconds West a distance of 1333.35 feet, thence South 02 degrees 29 minutes 48 seconds West a distance of 1970.96 feet, thence North 87 degrees 47 minutes 10 seconds West a distance of 39.11 feet, thence South 02 degrees 25 minutes 02 seconds West a distance of 3310.45 feet, thence North 87 degrees 57 minutes 36 seconds West a distance of 184.36 feet, thence North 17 degrees 05 minutes 58 seconds West a distance of 32.80 feet, thence North 39 degrees 55 minutes 58 seconds West a distance of 233.88 feet, thence North 57 degrees 21 minutes 04 seconds West a distance of 69.85 feet, thence North 25 degrees 29 minutes 06 seconds West a distance of 114.53 feet, thence North 87 degrees 57 minutes 35 seconds West a distance of 198.00 feet, thence South 02 degrees 04 minutes 40 seconds West a distance of 342.00 feet, thence South 02 degrees 38 minutes 08 seconds West a distance of 1616.30 feet, thence South 87 degrees 50 minutes 02 seconds East a distance of 701.35 feet, thence South 02 degrees 35 minutes 14 seconds West a distance of 1026.46 feet, thence South 87 degrees 37 minutes 32 seconds East a distance of 621.23 feet, thence South 02 degrees 31 minutes 08 seconds West a distance of 1325.24 feet, thence South 88 degrees 05 minutes 45 seconds East a distance of 1323.25 feet, thence North 02 degrees 35 minutes 29

seconds East a distance of 661.98 feet, thence South 87 degrees 50 minutes 58 seconds East a distance of 1322.63 feet, thence South 87 degrees 44 minutes 31 seconds East a distance of 1324.21 feet, thence South 02 degrees 43 minutes 32 seconds West a distance of 661.22 feet, thence South 02 degrees 35 minutes 16 seconds West a distance of 1327.39 feet to the Southwest corner of the Southeast quarter of Section 14, Township 16 North, Range 31 West, thence South 87 degrees 44 minutes 17 seconds East a distance of 1322.68 feet, thence South 87 degrees 44 minutes 17 seconds East a distance of 1322.68 feet to the Southeast corner of Section 14, Township 16 North, Range 31 West, thence North 02 degrees 37 minutes 00 seconds East a distance of 1323.16 feet, thence South 87 degrees 13 minutes 58 seconds East a distance of 1313.29 feet, thence South 02 degrees 15 minutes 09 seconds West a distance of 1296.73 feet, thence South 02 degrees 14 minutes 49 seconds West a distance of 1361.06 feet, thence South 02 degrees 01 minutes 17 seconds West a distance of 1314.19 feet, thence South 87 degrees 38 minutes 11 seconds East a distance of 814.91 feet, thence South 01 degrees 58 minutes 07 seconds West a distance of 1062.48 feet, thence North 76 degrees 04 minutes 07 seconds East a distance of 138.20 feet, thence South 02 degrees 35 minutes 07 seconds West a distance of 337.76 feet, thence South 68 degrees 31 minutes 01 seconds West a distance of 225.57 feet, thence South 52 degrees 42 minutes 35 seconds West a distance of 139.35 feet, thence South 42 degrees 37 minutes 23 seconds West a distance of 245.27 feet, thence South 28 degrees 10 minutes 52 seconds West a distance of 207.94 feet, thence South 28 degrees 42 minutes 55 seconds West a distance of 131.99 feet, thence South 31 degrees 52 minutes 05 seconds West a distance of 150.54 feet, thence South 34 degrees 19 minutes 36 seconds West a distance of 180.17 feet, thence South 75 degrees 17 minutes 10 seconds East a distance of 193.72 feet, thence South 68 degrees 42 minutes 59 seconds East a distance of 179.00 feet, thence North 73 degrees 59 minutes 01 seconds East a distance of 198.00 feet, thence South 87 degrees 48 minutes 59 seconds East a distance of 148.50 feet, thence South 02 degrees 45 minutes 01 seconds West a distance of 302.00 feet, thence South 02 degrees 53 minutes 37 seconds West a distance of 442.94 feet, thence North 86 degrees 33 minutes 45 seconds West a distance of 547.22 feet, thence North 02 degrees 43 minutes 41 seconds East a distance of 436.38 feet, thence North 87 degrees 23 minutes 25 seconds West a distance of 1231.97 feet, thence South 01 degrees 42 minutes 23 seconds West a distance of 656.50 feet, thence North 87 degrees 23 minutes 02 seconds West a distance of 396.02 feet, thence South 02 degrees 37 minutes 14 seconds West a distance of 671.39 feet, thence North 87 degrees 44 minutes 12 seconds West a distance of 1311.57 feet, thence South 02 degrees 16 minutes 47 seconds West a distance of 1334.88 feet, thence South 02 degrees 48 minutes 49 seconds West a distance of 1317.72 feet, thence South 02 degrees 31 minutes 30 seconds West a distance of 1319.83 feet, thence South 87 degrees 46 minutes 01 seconds East a distance of 1327.04 feet to the Southwest Corner of Section 25, Township 16 North, Range 31 West, thence South 02 degrees 05 minutes 02 seconds West a distance of 1320.00 feet, thence South 02 degrees 05 minutes 02 seconds West a distance of 1320.00 feet, thence South 02 degrees 05 minutes 02 seconds West a distance of 2640.00 feet to the Southwest Corner of Section 36, Township 16 North, Range 31 West, thence South 87 degrees 50 minutes 20 seconds East a distance of 5276.84 feet to the Southeast Corner of Section 36, Township 16 North, Range 31 West, thence South 01 degrees 53 minutes 32 seconds West a distance of 56.87 feet to the Southwest Corner of Section 31, Township 16 North, Range 30 West, thence South 87 degrees 13 minutes 36 seconds East a distance of 3020.71 feet, thence South 87 degrees 13 minutes 36 seconds East a distance of 2630.55 feet to the Southeast Corner of Section 31, Township 16 North, Range 30 West, thence South 87 degrees 13 minutes 35 seconds East a distance of 1319.02 feet, thence South 87 degrees 13 minutes 35 seconds East a distance of 1319.02 feet, thence South 87 degrees 11 minutes 13 seconds East a distance of 659.97 feet, thence South 87 degrees 11

minutes 13 seconds East a distance of 659.97 feet, thence South 87 degrees 11 minutes 13 seconds East a distance of 46.88 feet, thence South 87 degrees 11 minutes 13 seconds East a distance of 1273.06 feet to the Southeast Corner of Section 32, Township 16 North, Range 30 West, thence North 03 degrees 00 minutes 37 seconds East a distance of 1316.28 feet, thence South 87 degrees 03 minutes 49 seconds East a distance of 1230.45 feet, thence South 04 degrees 35 minutes 51 seconds West a distance of 831.01 feet, thence South 85 degrees 24 minutes 09 seconds East a distance of 10.00 feet, thence South 04 degrees 35 minutes 35 seconds West a distance of 2172.65 feet, thence South 07 degrees 21 minutes 41 seconds West a distance of 100.12 feet, thence South 03 degrees 50 minutes 00 seconds West a distance of 223.82 feet, thence South 10 degrees 11 minutes 40 seconds West a distance of 76.58 feet, thence South 04 degrees 29 minutes 56 seconds West a distance of 100.00 feet, thence South 02 degrees 35 minutes 23 seconds West a distance of 300.17 feet, thence South 04 degrees 29 minutes 56 seconds West a distance of 220.00 feet, thence South 04 degrees 29 minutes 56 seconds West a distance of 780.00 feet, thence South 07 degrees 21 minutes 41 seconds West a distance of 100.12 feet, thence South 02 degrees 45 minutes 25 seconds West a distance of 164.48 feet, thence North 85 degrees 30 minutes 04 seconds West a distance of 10.00 feet, thence South 04 degrees 29 minutes 56 seconds West a distance of 75.00 feet, thence South 85 degrees 30 minutes 04 seconds East a distance of 10.00 feet, thence South 04 degrees 29 minutes 56 seconds West a distance of 169.59 feet, thence South 87 degrees 10 minutes 29 seconds East a distance of 954.76 feet, thence South 09 degrees 42 minutes 26 seconds East a distance of 676.00 feet, thence South 86 degrees 33 minutes 20 seconds East a distance of 7.55 feet, thence South 09 degrees 38 minutes 28 seconds East a distance of 739.68 feet, thence South 10 degrees 16 minutes 08 seconds East a distance of 1266.79 feet, thence North 87 degrees 08 minutes 40 seconds West a distance of 491.23 feet, thence South 02 degrees 40 minutes 41 seconds West a distance of 25.00 feet, thence North 87 degrees 08 minutes 40 seconds West a distance of 121.00 feet, thence South 02 degrees 40 minutes 41 seconds West a distance of 659.60 feet, thence North 87 degrees 08 minutes 40 seconds West a distance of 240.00 feet, thence South 02 degrees 40 minutes 41 seconds West a distance of 43.27 feet, thence North 87 degrees 19 minutes 19 seconds West a distance of 366.86 feet, thence South 02 degrees 48 minutes 01 seconds West a distance of 2250.00 feet, thence North 87 degrees 13 minutes 51 seconds West a distance of 350.00 feet, thence around a curve to the left, having a radius of 1334.99 feet and a central angle of 30 degrees 03 minutes 41 seconds, an arc distance of 700.43 feet, a chord bearing of South 18 degrees 29 minutes 28 seconds East a distance of 692.43 feet, thence South 40 degrees 32 minutes 21 seconds East a distance of 782.12 feet, thence South 29 degrees 13 minutes 45 seconds East a distance of 305.94 feet, thence South 40 degrees 32 minutes 21 seconds East a distance of 2049.67 feet, around a curve to the right having a radius of 1680.01 feet and a central angle of 44 degrees 53 minutes 07 seconds, an arc distance of 1316.11 feet, a chord bearing of South 18 degrees 05 minutes 48 seconds East a distance of 1282.71 feet, thence South 04 degrees 20 minutes 46 seconds West a distance of 785.54 feet, thence South 86 degrees 42 minutes 43 seconds East a distance of 131.58 feet, thence South 86 degrees 31 minutes 24 seconds East a distance of 1320.69 feet, thence South 87 degrees 10 minutes 55 seconds East a distance of 1313.30 feet, thence South 87 degrees 13 minutes 41 seconds East a distance of 1313.30 feet, thence South 87 degrees 13 minutes 41 seconds East a distance of 1313.30 feet, thence South 87 degrees 13 minutes 41 seconds East a distance of 1313.30 feet, thence North 02 degrees 55 minutes 10 seconds East a distance of 1320.00 feet, thence North 02 degrees 55 minutes 10 seconds East a distance of 2640.00 feet to the Southeast Corner of Section 10, Township 15 North, Range 30 West, thence North 02 degrees 55 minutes 10 seconds East a distance of 2633.65 feet, thence North 02 degrees 55 minutes 10 seconds East a distance of 2633.65 feet to the Northeast Corner of Section

10, Township 15 North, Range 30 West, thence North 02 degrees 49 minutes 59 seconds East a distance of 1321.01 feet, thence North 02 degrees 49 minutes 59 seconds East a distance of 1321.01 feet, thence North 02 degrees 49 minutes 59 seconds East a distance of 2664.90 feet to the Northeast Corner of Section 3, Township 15 North, Range 30 West, thence South 87 degrees 22 minutes 24 seconds East a distance of 5264.77 feet to the Southeast Corner of Section 35, Township 16 North, Range 30 West, thence South 86 degrees 45 minutes 06 seconds East a distance of 5280.16 feet to the Southeast Corner of Section 36, Township 16 North, Range 30 West, thence North 02 degrees 09 minutes 54 seconds East a distance of 5280.00 feet to the Southwest Corner of Section 30, Township 16 North, Range 29 West, thence South 87 degrees 17 minutes 59 seconds East a distance of 10340.99 feet to the Southeast Corner of Section 29, Township 16 North, Range 29 West, thence South 86 degrees 31 minutes 35 seconds East a distance of 1322.15 feet, thence South 86 degrees 31 minutes 35 seconds East a distance of 1139.23 feet, thence North 41 degrees 40 minutes 56 seconds West a distance of 312.83 feet, thence North 17 degrees 36 minutes 12 seconds West a distance of 189.77 feet, thence North 12 degrees 06 minutes 09 seconds East a distance of 252.67 feet, thence North 23 degrees 38 minutes 36 seconds East a distance of 231.16 feet, thence North 46 degrees 59 minutes 38 seconds East a distance of 181.10 feet, thence North 25 degrees 06 minutes 18 seconds East a distance of 186.58 feet, thence North 05 degrees 04 minutes 59 seconds West a distance of 324.11 feet, thence North 22 degrees 45 minutes 52 seconds West a distance of 241.18 feet, thence North 10 degrees 00 minutes 52 seconds West a distance of 247.69 feet, thence North 05 degrees 42 minutes 52 seconds East a distance of 504.69 feet, thence North 30 degrees 16 minutes 23 seconds East a distance of 199.36 feet, thence North 72 degrees 07 minutes 57 seconds East a distance of 233.82 feet, thence North 82 degrees 18 minutes 32 seconds East a distance of 268.03 feet, thence South 75 degrees 28 minutes 29 seconds East a distance of 200.23 feet, thence North 77 degrees 28 minutes 45 seconds East a distance of 198.55 feet, thence North 50 degrees 32 minutes 46 seconds East a distance of 158.05 feet, thence North 15 degrees 44 minutes 18 seconds East a distance of 227.79 feet, thence North 48 degrees 14 minutes 05 seconds East a distance of 263.41 feet, thence South 86 degrees 31 minutes 40 seconds East a distance of 331.19 feet, thence North 47 degrees 51 minutes 25 seconds East a distance of 614.00 feet, thence North 65 degrees 41 minutes 05 seconds East a distance of 1000.97 feet, thence North 02 degrees 51 minutes 25 seconds East a distance of 1010.48 feet, thence North 42 degrees 35 minutes 51 seconds East a distance of 214.16 feet, thence North 36 degrees 58 minutes 29 seconds East a distance of 192.39 feet, thence South 77 degrees 32 minutes 44 seconds East a distance of 31.24 feet, thence South 78 degrees 01 minutes 46 seconds East a distance of 531.46 feet, thence North 02 degrees 37 minutes 53 seconds East a distance of 832.08 feet, thence South 87 degrees 28 minutes 43 seconds East a distance of 1176.74 feet, thence North 02 degrees 39 minutes 06 seconds East a distance of 331.92 feet, thence South 87 degrees 27 minutes 27 seconds East a distance of 659.30 feet, thence South 87 degrees 27 minutes 27 seconds East a distance of 1318.60 feet, thence South 60 degrees 48 minutes 31 seconds East a distance of 1473.58 feet, thence North 02 degrees 39 minutes 41 seconds East a distance of 220.00 feet, thence South 87 degrees 30 minutes 25 seconds East a distance of 110.00 feet, thence South 42 degrees 25 minutes 05 seconds East a distance of 1709.09 feet, thence South 87 degrees 30 minutes 57 seconds East a distance of 329.22 feet, thence North 47 degrees 28 minutes 00 seconds East a distance of 933.28 feet, thence North 42 degrees 14 minutes 52 seconds West a distance of 464.94 feet, thence North 87 degrees 31 minutes 28 seconds West a distance of 657.77 feet, thence North 23 degrees 44 minutes 51 seconds West a distance of 736.94 feet, thence South 87 degrees 30 minutes 25 seconds East a distance of 331.04 feet, thence North 02 degrees 27 minutes 23 seconds East a distance of 1321.98 feet to the Northeast Corner of the Northwest quarter of the

Southwest quarter of Section 23, Township 16 North, Range 29 West, thence North 87 degrees 28 minutes 18 seconds West a distance of 1318.87 feet, thence North 87 degrees 22 minutes 23 seconds West a distance of 989.18 feet, thence North 65 degrees 27 minutes 02 seconds West a distance of 1776.73 feet, thence North 02 degrees 39 minutes 35 seconds East a distance of 663.35 feet, thence North 87 degrees 17 minutes 19 seconds West a distance of 1319.24 feet, thence South 02 degrees 38 minutes 44 seconds West a distance of 332.16 feet, thence North 42 degrees 07 minutes 06 seconds West a distance of 468.35 feet, thence North 24 degrees 04 minutes 01 seconds West a distance of 733.96 feet, thence North 41 degrees 39 minutes 26 seconds West a distance of 944.71 feet to the Northwest Corner of Section 22, Township 16 North, Range 29 West, thence North 87 degrees 08 minutes 20 seconds West a distance of 330.68 feet, thence North 42 degrees 23 minutes 29 seconds West a distance of 464.98 feet, thence North 02 degrees 58 minutes 31 seconds East a distance of 654.67 feet, thence North 42 degrees 23 minutes 32 seconds West a distance of 465.11 feet, thence North 87 degrees 07 minutes 22 seconds West a distance of 330.99 feet, thence North 87 degrees 37 minutes 15 seconds West a distance of 1306.22 feet, thence South 03 degrees 42 minutes 23 seconds West a distance of 375.37 feet, thence North 86 degrees 13 minutes 21 seconds West a distance of 877.64 feet, thence North 16 degrees 52 minutes 22 seconds East a distance of 1176.06 feet, thence North 28 degrees 53 minutes 57 seconds East a distance of 591.62 feet, thence North 02 degrees 27 minutes 46 seconds East a distance of 329.72 feet, thence North 47 degrees 30 minutes 37 seconds East a distance of 461.25 feet, thence North 22 degrees 59 minutes 11 seconds West a distance of 781.01 feet, thence North 22 degrees 59 minutes 13 seconds West a distance of 747.54 feet, thence North 59 degrees 40 minutes 01 seconds West a distance of 739.00 feet, thence North 43 degrees 11 minutes 17 seconds West a distance of 463.12 feet, thence North 43 degrees 23 minutes 22 seconds West a distance of 917.26 feet, thence North 87 degrees 08 minutes 19 seconds West a distance of 331.71 feet, thence North 02 degrees 51 minutes 00 seconds East a distance of 660.00 feet, thence North 01 degrees 45 minutes 49 seconds East a distance of 1326.40 feet, thence North 02 degrees 40 minutes 03 seconds East a distance of 1299.67 feet, thence North 02 degrees 40 minutes 04 seconds East a distance of 1325.73 feet to the Northeast Corner of Section 8, Township 16 North, Range 29 West, thence North 02 degrees 44 minutes 53 seconds East a distance of 1357.83 feet, thence North 02 degrees 44 minutes 53 seconds East a distance of 1364.92 feet, thence North 03 degrees 43 minutes 14 seconds East a distance of 1322.76 feet to the Northeast Corner of Section 5, Township 16 North, Range 29 West, thence North 87 degrees 30 minutes 05 seconds West a distance of 333.21 feet to the Southeast Corner of Section 33, Township 17 North, Range 29 West, thence North 02 degrees 25 minutes 00 seconds East a distance of 1319.99 feet, thence North 02 degrees 25 minutes 00 seconds East a distance of 1282.33 feet, thence North 02 degrees 03 minutes 02 seconds East a distance of 1329.49 feet, thence North 02 degrees 03 minutes 02 seconds East a distance of 1330.95 feet to the Northeast Corner of Section 33, Township 17 North, Range 29 west, thence North 02 degrees 24 minutes 57 seconds East a distance of 1334.54 feet, thence North 02 degrees 24 minutes 54 seconds East a distance of 1308.26 feet, thence North 02 degrees 16 minutes 48 seconds East a distance of 1317.75 feet, thence North 02 degrees 16 minutes 48 seconds East a distance of 1322.60 feet to the Northeast Corner of Section 28, Township 17 North, Range 29 West, thence North 02 degrees 30 minutes 55 seconds East a distance of 1306.17 feet, thence North 02 degrees 30 minutes 55 seconds East a distance of 1306.17 feet, thence North 02 degrees 30 minutes 55 seconds East a distance of 1301.16 feet, thence North 02 degrees 30 minutes 55 seconds East a distance of 1317.54 feet to the NE Corner 21-17-29 thence North 02 degrees 29 minutes 34 seconds East a distance of 1300.09 feet to the Northeast Corner of the Southeast quarter of the Southeast quarter of Section 16, Township 17 North, Range 29 West, thence North 87 degrees 00 minutes 19 seconds West a

distance of 1286.72 feet, thence North 86 degrees 16 minutes 00 seconds West a distance of 1307.13 feet, thence North 87 degrees 21 minutes 28 seconds West a distance of 1318.61 feet, thence North 87 degrees 21 minutes 28 seconds West a distance of 1338.10 feet, thence North 87 degrees 12 minutes 13 seconds West a distance of 1323.74 feet, thence North 87 degrees 02 minutes 23 seconds West a distance of 1312.46 feet, thence North 87 degrees 35 minutes 42 seconds West a distance of 1329.02 feet, thence North 87 degrees 35 minutes 42 seconds West a distance of 999.01 feet to a point on the Springdale City Limits, thence South 02 degrees 25 minutes 05 seconds West along said City limits a distance of 330.00 feet, thence North 87 degrees 35 minutes 42 seconds W along the south line of said City Limits a distance of 330.05 feet to a point on the West line of Section 17, Township 17 North, Range 29 West, thence North 87 degrees 33 minutes 02 seconds West a distance of 1315.15 feet, thence North 87 degrees 31 minutes 54 seconds West a distance of 1320.74 feet, thence North 02 degrees 44 Minutes 57 Seconds East a distance of 330.00 feet to the Southeast Corner of Northeast Quarter of the Southwest Quarter of Section 18, Township 17 North, Range 29 West, thence North 87 degrees 31 minutes 54 seconds West a distance of 335.97 feet, thence North 02 degrees 47 minutes 27 seconds East a distance of 693.31 feet, thence South 26 degrees 58 minutes 34 seconds West a distance of 117.30 feet, thence South 44 degrees 38 minutes 26 seconds West a distance of 142.97 feet, thence South 75 degrees 54 minutes 09 seconds West a distance of 194.96 feet, thence South 02 degrees 47 minutes 26 seconds West a distance of 425.03 feet, thence North 87 degrees 31 minutes 54 seconds West a distance of 660.00 feet, thence North 02 degrees 47 minutes 57 seconds East a distance of 1321.35 feet, thence South 87 degrees 31 minutes 54 seconds East a distance of 1320.00 feet, thence North 02 degrees 51 minutes 19 seconds East a distance of 1327.04 feet, thence North 87 degrees 51 minutes 20 seconds West a distance of 1320.00 feet, thence North 87 degrees 51 minutes 20 seconds West a distance of 1357.37 feet, thence North 02 degrees 29 minutes 12 seconds East a distance of 17.19 feet, thence North 87 degrees 06 minutes 01 seconds West a distance of 1303.74 feet, thence South 02 degrees 23 minutes 46 seconds West a distance of 1306.96 feet, thence South 01 degrees 52 minutes 02 seconds West a distance of 1352.43 feet, thence South 02 degrees 23 minutes 55 seconds West a distance of 276.19 feet, thence South 72 degrees 00 minutes 19 seconds West a distance of 1406.39 feet, thence North 02 degrees 28 minutes 26 seconds East a distance of 129.21 feet, thence North 87 degrees 57 minutes 37 seconds West a distance of 1162.23 feet, thence North 87 degrees 21 minutes 44 seconds West a distance of 154.26 feet, thence South 02 degrees 24 minutes 38 seconds West a distance of 660.00 feet, thence North 87 degrees 21 minutes 44 seconds West a distance of 1315.74 feet, thence North 87 degrees 21 minutes 44 seconds West a distance of 1326.75 feet, around a curve to the right, having a radius of 1407.73 feet and a central angle of 08 degrees 51 minutes 44 seconds, an arc distance of 217.74 feet, a chord bearing of South 10 degrees 04 minutes 24 seconds West a distance of 217.52 feet, thence South 14 degrees 30 minutes 16 seconds West a distance of 1152.80 feet, around a curve to the left, having a radius of 3566.70 feet and a central angle of 07 degrees 13 minutes 56 seconds, an arc distance of 450.51 feet, a chord bearing of South 10 degrees 53 minutes 18 seconds West a distance of 450.21 feet, thence South 88 degrees 28 minutes 05 seconds West a distance of 275.63 feet, thence South 88 degrees 06 minutes 22 seconds West a distance of 390.34 feet, thence South 00 degrees 41 minutes 01 seconds East a distance of 759.95 feet, thence South 68 degrees 34 minutes 19 seconds West a distance of 105.38 feet, thence South 80 degrees 25 minutes 56 seconds West a distance of 147.12 feet, thence South 85 degrees 19 minutes 45 seconds West a distance of 139.42 feet, thence South 85 degrees 34 minutes 25 seconds West a distance of 69.64 feet, thence North 84 degrees 09 minutes 37 seconds West a distance of 185.81 feet, thence North 69 degrees 16 minutes 47 seconds West a distance of 86.44 feet, thence North 80 degrees 32 minutes 39 seconds West a distance of

77.85 feet, thence North 44 degrees 40 minutes 07 seconds West a distance of
64.11 feet, thence North 49 degrees 00 minutes 19 seconds West a distance of
199.20 feet, thence North 71 degrees 25 minutes 37 seconds West a distance of
66.86 feet, thence North 81 degrees 09 minutes 24 seconds West a distance of
94.04 feet, thence North 86 degrees 29 minutes 40 seconds West a distance of
145.50 feet, thence South 77 degrees 50 minutes 13 seconds West a distance of
58.06 feet, thence South 64 degrees 19 minutes 37 seconds West a distance of
48.77 feet, thence South 49 degrees 25 minutes 08 seconds West a distance of
46.16 feet, thence South 17 degrees 06 minutes 47 seconds West a distance of
37.82 feet, thence South 11 degrees 09 minutes 03 seconds West a distance of
37.41 feet, thence South 14 degrees 32 minutes 46 seconds West a distance of
117.42 feet, thence South 11 degrees 25 minutes 26 seconds West a distance of
59.00 feet, thence South 06 degrees 48 minutes 30 seconds West a distance of
103.26 feet, thence South 10 degrees 09 minutes 36 seconds West a distance of
32.48 feet, thence South 40 degrees 15 minutes 20 seconds West a distance of
18.94 feet, thence South 66 degrees 30 minutes 57 seconds West a distance of
13.95 feet, thence South 73 degrees 30 minutes 21 seconds West a distance of
15.67 feet, thence South 81 degrees 09 minutes 53 seconds West a distance of
25.34 feet, thence North 88 degrees 34 minutes 09 seconds West a distance of
22.26 feet, thence South 86 degrees 18 minutes 42 seconds West a distance of
17.29 feet, thence South 66 degrees 33 minutes 18 seconds West a distance of
32.14 feet, thence South 57 degrees 10 minutes 41 seconds West a distance of
155.93 feet, thence South 58 degrees 51 minutes 31 seconds West a distance of
55.91 feet, thence South 78 degrees 25 minutes 56 seconds West a distance of
47.14 feet, thence South 79 degrees 49 minutes 55 seconds West a distance of
44.09 feet, thence South 80 degrees 27 minutes 08 seconds West a distance of
40.23 feet, thence North 84 degrees 53 minutes 09 seconds West a distance of
37.43 feet, thence North 53 degrees 24 minutes 44 seconds West a distance of
24.25 feet, thence North 30 degrees 05 minutes 09 seconds West a distance of
24.42 feet, thence North 08 degrees 08 minutes 12 seconds West a distance of
23.59 feet, thence North 02 degrees 51 minutes 55 seconds East a distance of
22.27 feet, thence North 31 degrees 46 minutes 36 seconds East a distance of
27.47 feet, thence North 25 degrees 59 minutes 25 seconds East a distance of
24.13 feet, thence North 09 degrees 28 minutes 05 seconds West a distance of
20.29 feet, thence North 34 degrees 16 minutes 03 seconds West a distance of
31.62 feet, thence North 76 degrees 26 minutes 19 seconds West a distance of
33.20 feet, thence North 88 degrees 52 minutes 59 seconds West a distance of
57.04 feet, thence South 71 degrees 16 minutes 15 seconds West a distance of
32.90 feet, thence South 35 degrees 02 minutes 36 seconds West a distance of
79.46 feet, thence South 28 degrees 58 minutes 08 seconds West a distance of
29.87 feet, thence South 43 degrees 04 minutes 59 seconds West a distance of
81.46 feet, thence South 45 degrees 10 minutes 01 seconds West a distance of
76.38 feet, thence South 55 degrees 43 minutes 54 seconds West a distance of
45.58 feet, thence South 69 degrees 27 minutes 27 seconds West a distance of
21.94 feet, thence North 88 degrees 50 minutes 23 seconds West a distance of
126.72 feet, thence North 77 degrees 14 minutes 14 seconds West a distance of
65.83 feet, thence North 87 degrees 30 minutes 44 seconds West a distance of
59.12 feet, thence South 81 degrees 17 minutes 40 seconds West a distance of
107.39 feet, thence South 72 degrees 56 minutes 14 seconds West a distance of
125.37 feet, thence South 72 degrees 26 minutes 47 seconds West a distance of
124.80 feet, thence South 75 degrees 44 minutes 27 seconds West a distance of
62.42 feet, thence South 02 degrees 29 minutes 06 seconds West a distance of
630.74 feet, thence South 02 degrees 29 minutes 06 seconds West a distance of
1310.63 feet, thence South 02 degrees 29 minutes 06 seconds West a distance of
1319.99 feet, thence South 02 degrees 12 minutes 09 seconds West a distance of
220.53 feet, thence North 86 degrees 47 minutes 38 seconds West a distance of
742.20 feet, thence North 04 degrees 23 minutes 57 seconds East a distance of

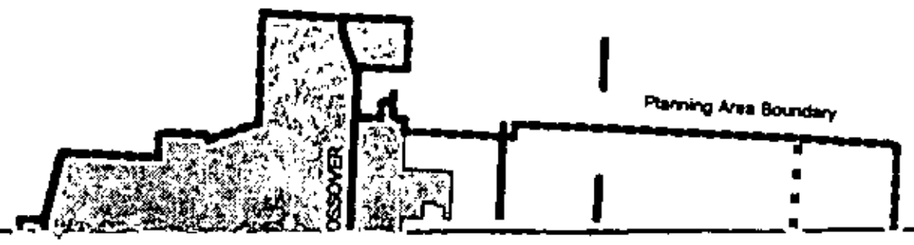
21.47 feet, thence North 08 degrees 16 minutes 54 seconds West a distance of
176.19 feet, thence North 26 degrees 02 minutes 54 seconds West a distance of
33.91 feet, thence North 35 degrees 57 minutes 41 seconds West a distance of
43.05 feet, thence North 14 degrees 56 minutes 30 seconds West a distance of
27.05 feet, thence North 08 degrees 45 minutes 08 seconds East a distance of
22.92 feet, thence North 14 degrees 29 minutes 41 seconds East a distance of
107.97 feet, thence North 18 degrees 49 minutes 43 seconds East a distance of
124.25 feet, thence North 26 degrees 03 minutes 51 seconds West a distance of
99.20 feet, thence North 79 degrees 41 minutes 14 seconds West a distance of
50.59 feet, thence North 65 degrees 47 minutes 31 seconds West a distance of
311.02 feet, thence North 40 degrees 59 minutes 09 seconds West a distance of
195.04 feet, thence North 31 degrees 23 minutes 27 seconds West a distance of
51.61 feet, thence North 38 degrees 29 minutes 39 seconds West a distance of
168.06 feet, thence North 45 degrees 35 minutes 57 seconds West a distance of
122.01 feet, thence North 35 degrees 24 minutes 51 seconds West a distance of
114.02 feet, thence South 01 degrees 37 minutes 19 seconds West a distance of
999.65 feet, thence North 87 degrees 03 minutes 13 seconds West a distance of
1071.25 feet, thence North 88 degrees 02 minutes 43 seconds West a distance of
1302.95 feet, thence North 88 degrees 02 minutes 43 seconds West a distance of
670.43 feet, thence South 02 degrees 21 minutes 33 seconds West a distance of
1349.29 feet, thence North 88 degrees 21 minutes 03 seconds West a distance of
598.80 feet, thence North 86 degrees 45 minutes 31 seconds West a distance of
1377.97 feet, thence North 01 degrees 56 minutes 58 seconds East a distance of
330.10 feet, thence North 01 degrees 56 minutes 58 seconds East a distance of
336.92 feet, thence North 86 degrees 55 minutes 00 seconds West a distance of
2178.69 feet, thence North 02 degrees 11 minutes 07 seconds East a distance of
1969.61 feet, thence North 02 degrees 11 minutes 29 seconds East a distance of
1324.11 feet, thence North 87 degrees 38 minutes 17 seconds West a distance of
1760.00 feet, thence South 02 degrees 11 minutes 14 seconds West a distance of
1310.05 feet, thence North 87 degrees 26 minutes 42 seconds West a distance of
1337.26 feet, thence North 87 degrees 26 minutes 42 seconds West a distance of
1337.26 feet, thence North 87 degrees 26 minutes 42 seconds West a distance of
2632.53 feet to the Point of Beginning. Containing 2404292674.00 square feet or
55194.9650 acres more or less.

Acres Within City Limits = 28936.32 (as of 4-4-2000)
Acres in Planning Area = 26258.65

Note: All bearings are based on the 1994 City of Fayetteville Monumentation and
GPS Survey
Report and are tied to the State Plane Coordinate System NAD 83, North Zone.
These bearings
may not necessarily match previously described boundaries or legal descriptions
of the
Fayetteville Planning Area.

Note 2: Planning Area description does not account for all Encroachments of
areas annexed by
Adjoining cities. These areas will require legal descriptions provided by the
cities in question.

PLANNING AREA MAP
EXHIBIT A



8000 0 8000 Feet

N
W E
S

City Limits 45.08 Sq. Miles

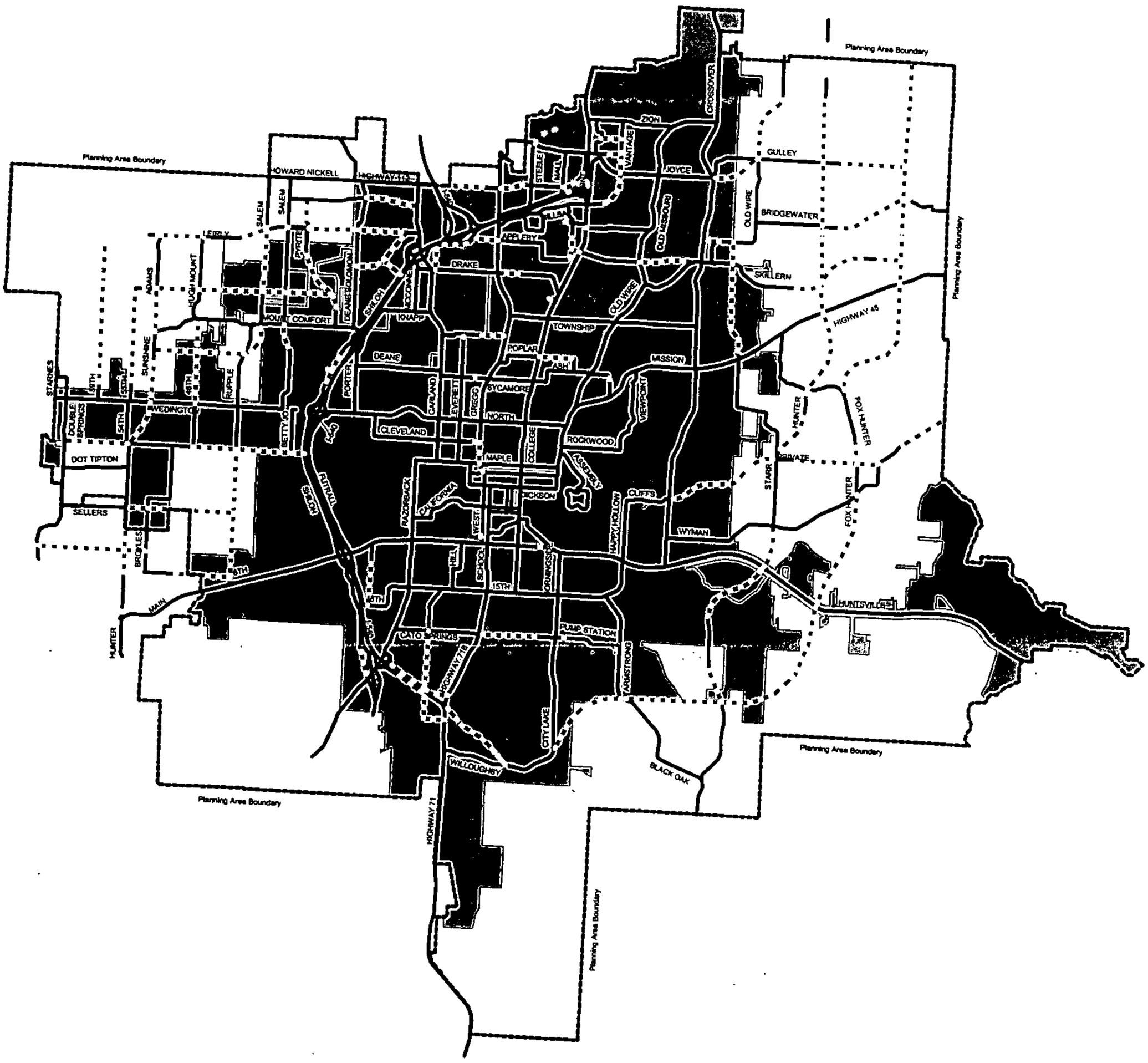
Planning Area 41.08 Sq. Miles

MSP Street

Proposed MSP Street

Planning Area Boundary

PLANNING AREA MAP
EXHIBIT A



8000 0 8000 Feet

N
W E
S

City Limits 45.08 Sq. Miles

Planning Area 41.08 Sq. Miles

MSP Street

Proposed MSP Street

Planning Area Boundary

RE
MAY 12 2000
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

STAFF REVIEW FORM

_X_ **Agenda Request**
____ **Contract Review**
____ **Grant Review**

For the Fayetteville City Council meeting of June 6, 2000.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 00-15.00 submitted by Bill Helmer on behalf of Clifford and Mary Clevenger and Mary Silvis for property loctated at 831 N. 54th Avenue. The property is zoned A-1, Agricultural and contains approximately 2.97 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 — 5-11-00 Date — Internal Auditor — Date

Purchasing Officer — Date

STAFF RECOMMENDATION: Staff recommended approval of the R-1 request, the applicant changed the request which was originally for R-1.5, Moderate Density Residential. Planning Commission voted 7-0-0 to recommend that the property be rezoned R-1, Low Density Residential and to forward the rezoning to the City Council.

Division Head	5-10-00 Date	**Cross Reference**
Department Director	5-12-00 Date	New Item: **Yes** **No**
Administrative Services Director	5-12-00 Date	Prev Ord/Res#:_____
Mayor	5/15/00 Date	Orig Contract Date: _____

ORDINANCE NO.____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ00-15 FOR A PARCEL CONTAINING APPROXIMATELY 2.97 ACRES LOCATED AT 831 N. 54TH AVENUE REQUESTED BY BILL HELMER ON BEHALF OF CLIFFORD AND MARY CLEVENGER AND MARY SILVIS.

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 District to R-1, Low Density Residential District for the real property 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"

LEGAL DESCRIPTION FOR RZ00-15

A part of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section 11, Township 16 North, Range 31 West, Washington County, Arkansas, being more particularly described as follows: Beginning at a point 165.0 feet West and 1689.6 feet North of the Southeast corner of said SW ¼, and running thence N 89°41' W, 825.83 feet; thence N 0°13'15" E, 20.6 feet; thence N 69°19'55" E, 550.24 feet to a fence corner, thence along a fence N 89°42' E, 310.75 feet; thence S 0°02'20" E, 221.00 feet to the Point of Beginning containing 2.97 acres, more or less. Subject to a 20 foot wide street right-of-way over the East side, and a 15 foot wide utility easement, for sewer purposes, over the West portion of the above described tract.

WARRANTY DEED

With Relinquishment of Dower and Curtesy

FILED FOR RECORD
'99 NOV 8 PM 2 58
WASHINGTON CO AR
K. HARNESS

KNOW ALL MEN BY THESE PRESENTS:

That Clifford W. Clevenger and Mary I. Clevenger, husband and wife, hereinafter called GRANTOR s, for and in consideration of the sum of One ($1.00) and other good and valuable consideration DOLLARS in hand paid by Clifford W. Clevenger, Mary I. Clevenger, and Shelly Silvis, as joint tenants with* the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Clifford W. Clevenger, Mary I. Clevenger, and Shelly Silvis, as joint tenants with*, hereinafter called GRANTEES, and unto their heirs and assigns forever, the following lands lying in Washington County, Arkansas, to wit.

A part of the East Half (E1/2) of the Southwest Quarter (SW1/4) of Section 11, Tonwhsip 16 North, Range 31 West, Washington County, Arkansas, being more particularly described as follows: Beginning at a point 165.0 feet West and 1689.6 feet North of the Southeast corner of said SW1/4, and running thence N 89°41' W, 825.83 feet; thence N 0°13'15" E, 20.6 feet; thence N 69°19'55" E, 550.24 feet to a fence corner, thence along a fence N 89°42' E, 310.75 feet; thence S 0°02'20" E, 221.00 feet to the Point of Beginning, containing 2.97 acres, more or less. Subject to a 20 foot wide street right-of-way over the East side, and a 15 foot wide utility easement, for sewer purposes, over the West portion of the above described tract.

Subject to Protective Covenants and easements, if any.

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Grantees Cynthia Burnett - Agent

Address 3942 Elm Springs Road Springdale AR 72762

WHEN SP

*right of survivorship

To have and to hold the same unto the said GRANTEE s, and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

And we hereby covenant with said GRANTEE s that we will forever warrant and defend the title to the said lands against all claims whatever.

And we, Clifford W. Clevenger, husband and Mary I. Clevenger wife, for and in consideration of the sum of money, do hereby release and relinquish unto the said GRANTEE s all our rights of curtesy, dower and homestead in and to the said lands.

Witness my hand and seal as such this 5th day of November, 1999

Clifford W. Clevenger (L.S.)

Mary I. Clevenger (L.S.)

(L.S.)

(L.S.)

(L.S.)

ACKNOWLEDGMENT

STATE OF Arkansas } ss.
COUNTY OF Washington }

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Clifford W. Clevenger and Mary I. Clevenger, to me well known as the Grantors in the foregoing Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

OFFICIAL SEAL
CYNTHIA BURNETT
NOTARY PUBLIC - ARKANSAS
WASHINGTON COUNTY
EXPIRES 08/16/2006

Witness my hand and seal as such this 5th day November, 1999

My Commission expires: 8-16-2006

Cynthia Burnett
NotaryPublic

Prepared by

Return To 4116 - Springdale

99100869

RZ 00-15.00: Rezoning (Clevenger/Silvis, pp 437)

Item submitted by Bill Helmer on behalf of Clifford and Mary Clevenger and Mary Silvis for property located at 831 N. 54th Avenue. The property is zoned A-1, Agricultural and contains approximately 2.97 acres. The request is to rezone to R-1.5, Moderate Density Residential.

Odom: The next item on tonight's agenda is RZ 00-15 submitted by Bill Helmer on behalf of Clifford and Mary Clevenger for property located at 831 North 54th Avenue. The property is zoned A-1, Agricultural and contains approximately 2.97 acres. The request is to rezone to R-1. Staff's recommendation is approval of the requested rezoning to R-1. Previously there had been a request to rezone this to R-1.5. However, in discussions with Staff, it is my understanding that the request is now to R-1 and Staff is in support of that.

Conklin: That is correct. This property currently is developed with one duplex on it. The applicant did request some type of zoning that would allow them to build an additional single family home. At the time they applied, we looked at R-1.5. There were some concerns in the general neighborhood regarding rezoning to R-1.5. Staff has met with the applicant and looked at how to allow an additional single family home on this 2.97 acres. We are recommending and the applicant is in agreement with R-1 zoning. It will require a conditional use for the existing duplex. That is on your next agenda. The R-1 zoning will allow an additional single family home to be built and theoretically they could build two single family homes. Staff is recommending approval.

Odom: I would ask the applicant to come forward at this time. Do you have any presentation that you would like to make?

Helmer: Not really. Basically Tim has made the presentation. We had applied for the R-1.5 so that the duplex would be in compliance but the Planning Staff gracefully pointed out to us that we could do the R-1 and do a variance on the duplex and that it would work better for everybody concerned. It allows them to build a single family house which is all they are wanting to do.

PUBLIC COMMENT:

Odom: Thank you Mr. Helmer. Any member of the audience like to address us on this issue?

Longing: My name is Mark Longing. I have a question. What restrictions are there on the

R-1 zoning as far as additional homes? You said earlier you could add two additional single family homes, correct?

Conklin: Yes. The R-1, Low Density Residential District, allows single family homes by right. It requires a conditional use for a duplex. Therefore, with the recommendation for R-1 and if the City Council rezones it to R-1 the duplex would be considered non-conforming so they need to apply for a conditional use for the duplex. I guess your question is could they build more duplexes on this property? That would take Planning Commission approval as a conditional use.

Odom: Not as a use by right?

Conklin: Not as a use by right.

Odom: It would be a use by right on R-1.5. Is that correct?

Conklin: That is correct.

Odom: And that is the reason you recommended R-1.

Longing: The conditional use permit they are requesting for later is for the duplex that currently exists and would not apply to any other structure on the property.

Conklin: That is my understanding. That is correct.

Longing: Okay.

Odom: And if they wanted to build another one, they would have to come back with a separate application for another duplex. They would not if they just came back and asked for a single family home.

Longing: Okay. Thank you.

Odom: Also, just a quick reminder that this is nothing more than a recommendation to the City Council. It's the City Council that makes the determination on the rezoning request. Anybody else that would like to address us on this issue? I'll close the floor to public discussion and bring it back to the Planning Commission for questions, comments or motions.

COMMISSION DISCUSSION and MOTION:

Hoffman: I'll make a motion to approve RZ 00-15 with the stipulation that R-1 zoning be the recommendation.

Shackelford: I'll second.

Odom: We have a motion and a second to approve RZ 00-15 from A-1 to R-1. Is there any further discussion? Call the roll.

ROLL CALL:

Upon roll call the motion carries on a vote of 7-0-0. Thank you.

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: May 8, 2000

RZ 00-15.00: Rezoning (Clevenger/Silvis, pp 437) was submitted by Bill Helmer on behalf of Clifford and Mary Clevenger and Mary Silvis for property loctated at 831 N. 54th Avenue. The property is zoned A-1, Agricultural and contains approximately 2.97 acres. The request is to rezone to R-1.5, Moderate Density Residential.

RECOMMENDATION: Staff recommends denial of the requested rezoning to R-1.5, Medium Density Residential.

Staff recommends that the Planning Commission approve a rezoning to R-1, Low Density Residential based on the findings included as part of this report. The applicant is in agreement with the R-1 recommendation which will allow one single family home to be built.

PLANNING COMMISSION ACTION: Required YES
○ Approved ○ Denied

Date: May 8, 2000

CITY COUNCIL ACTION: Required YES
○ Approved ○ Denied

Date: June 6, 2000

Comments: _____

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BACKGROUND:

This property is located south of Wedington Drive (Hwy 16W) on 54th Ave. There is currently one duplex on the site. The applicant wishes to rezone the property in order to construct one single family home.

In order to accommodate the desired density without having to request a conditional use permit for the existing duplex, the applicant has requested R-1.5, Moderate Density Residential zoning. In reviewing this request and visiting the site and surrounding properties, staff felt that it would be more appropriate to look at a rezoning to R-1 and a conditional use to accommodate the existing duplex on site. This will still permit the applicant to build a new single family home on the property while ensuring that the density will be more in keeping with the majority of surrounding lots.

Surrounding properties have developed as a mix of single family homes and duplexes, with most of the duplexes located on one private drive across 54th Street from this site. Several nearby properties have been rezoned to residential districts (R-1) however there are many which are still zoned A-1, Agricultural.

SURROUNDING LAND USE AND ZONING

North:	Single family home, A-1
South:	Vacant, R-1
East:	Single family home, A-1 & R-1
West:	Single family homes, A-1

INFRASTRUCTURE:

Streets: Access for this property is provided by way of 54th Ave. located on the east boundary of the 2.97 acres. This street is classified as a collector on the City's Master Street Plan requiring a total of 70' of right of way at full build out.

Water: 8" line along 54th Ave.

Sewer: 6" line along 54th Ave.

LAND USE PLAN: General Plan 2020 designates this site Residential. Rezoning this property to R-1, Low Density Residential, is consistent with the land use plan and compatible with surrounding land uses in the area.

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FINDINGS OF THE STAFF

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

Finding: **The proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans. The adopted General Plan 2020 designates this area as residential for future land use. This Plan also encourages the use of mixed densities within residential areas in order to maximize infrastructure and provide more diverse neighborhoods.**

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. This area is no longer used for agricultural purposes and has developed with single and two-family residences.**

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 or congestion. 54th Ave. is designated on the Master Street Plan to be improved to collector street standards which will accommodate a greater volume of traffic in the future. At this time, the street adequately serves this area.**

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 may increase the population density slightly, however this 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**

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§ 161.04 DISTRICT R-1: LOW DENSITY RESIDENTIAL.

A. Purpose. The Low Density Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 26	Single-Family Dwelling

2. UsesPermissible 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 8	Single-Family and Two-Family Dwellings

C. Density.

SINGLE-FAMILY DWELLINGS	TWO FAMILY DWELLINGS
4 or Less Families Per Acre	7 or Less Families Per Acre

D. Bulk and Area Regulations.

	Single-Family	Two-Family
Lot Minimum Width	70 ft.	80 ft.
Lot Area Minimum	8,000 sq. ft.	12,000 sq.ft.
Land Area Per Dwelling Unit	8,000 sq. ft.	6,000 sq. ft.

E. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
25	8	20

F. Building Area. On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031)

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§161.05 DISTRICT R-1.5 MODERATE DENSITY RESIDENTIAL.

A. Purpose. The Moderate Density Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

B. Uses.

1. Permitted Uses..

Unit 1	City-Wide Uses by Right
Unit 2	Single-Family and Two-Family Dwellings
Unit 26	Single-Family Dwellings
Unit 29	Single-Family, Two-Family and Three-Family Dwellings

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. Density.

Families Per Acre	12 or Less

D. Bulk and Area Regulations.

	One-Family	Two-Family	Three-Family
Lot Minimum Width:	60 ft.	70 ft.	90 ft.
Lot Area Minimum:	6,000 sq. ft.	7,260 sq. ft.	10,890 sq. ft.
Land Area Per Dwelling Unit:	6,000 sq. ft.	3,630 sq. ft.	3,630 sq. ft.

E. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
25	8	20

Cross Reference: Variance, Chapter 156.

F. Building Area. The area occupied by all buildings shall not exceed 50% of the total lot area.

G. Height Regulations. No building shall exceed a height of 30 feet.

(Code 1991, §160.032; Code 1965, App. A, Art. 5(IIA); Ord. No. 3128, 10-1-85)

April 10, 2000

To whom it may concern,

Please consider the attached re-zoning request for our property on 54th Avenue in Fayetteville.

The property is currently owned by me, Shelly Silvis, secondly by my grandparents, Clifford and Mary Clevenger. We own the property jointly with right of survivorship. There is no proposed or pending sale for any of the property, nor do we desire to sale any of it.

This property is currently zoned A-1 and has an existing duplex as you can see from the plat. My parents and grandparents live across the street and I currently reside in one side of the duplex with my family, so that I can be nearby and help look after the needs of my parents and grandparents. As my family is growing, we are experiencing the need for a larger home. By receiving R-1.5 zoning not only would the existing duplex be in compliance but, also I can build a larger third dwelling for myself and my family. I am aware that this unit cannot be mortgaged separately and have already made my financial arrangements with my bank.

The surrounding properties are a mix of existing duplexes and single family homes. As my proposed structure would in effect be a new single family dwelling, it will enhance the overall appearance of the area and certainly will be compatible with neighboring properties. There will be negligible change in traffic and no signs will be needed.

According to city engineering maps there is an eight-inch water line and a six-inch sewer line located on the east right of way of 54th Avenue.

I have spoken with several of my neighbors and they support this zoning request. I will be delivering their statements of support for your review.

I will not be able to attend this hearing and my grandparent's health prevent them from sitting for extended periods of time, therefore we are being represented by a long time family friend, Bill Helmer who is a local Real Estate Broker. Bill is very familiar with our situation and is authorized to answer any questions you may have regarding this application.

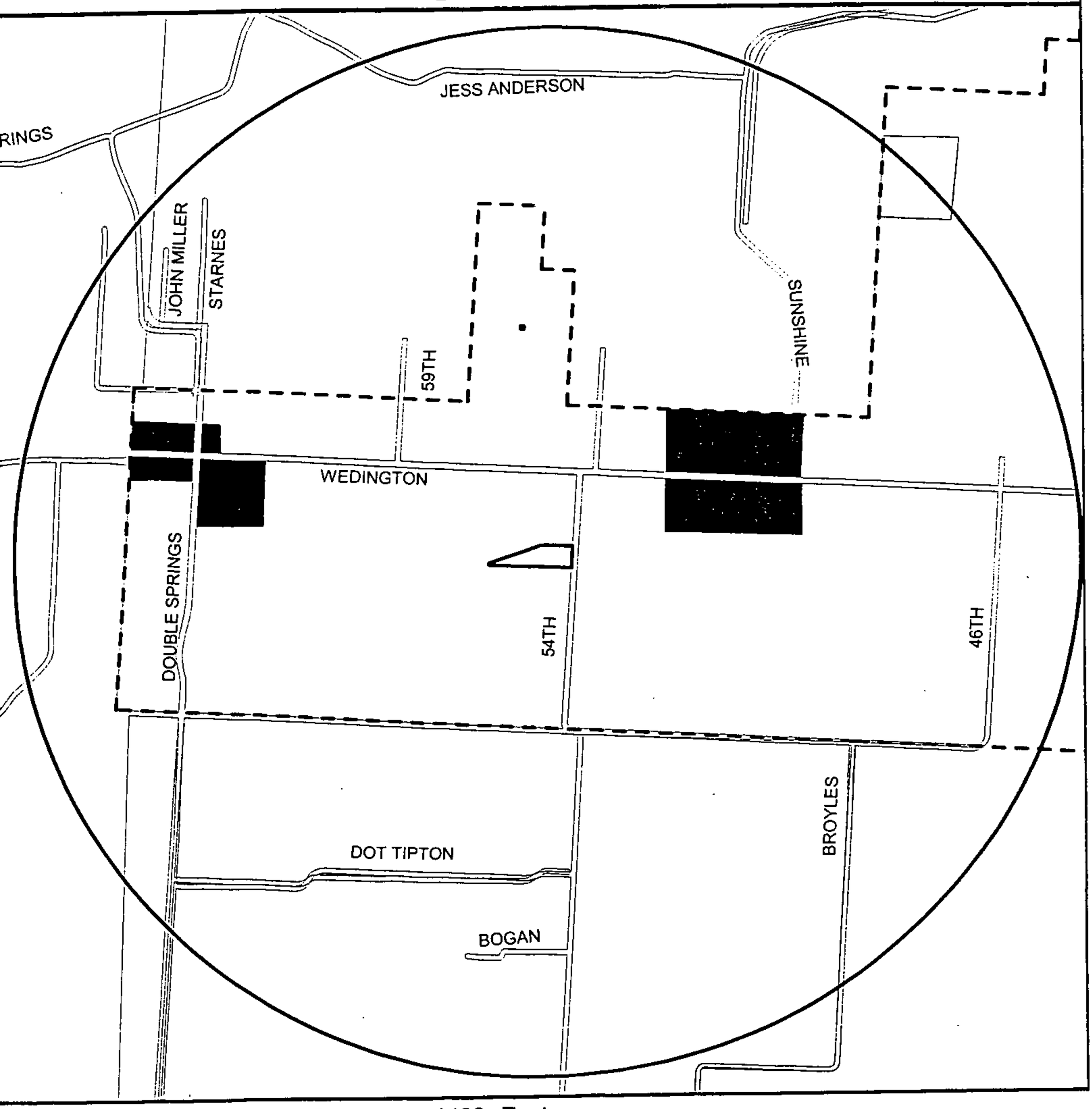
Thank you for your consideration and I trust that you will see the merit in granting this re-zoning request.

Sincerely,

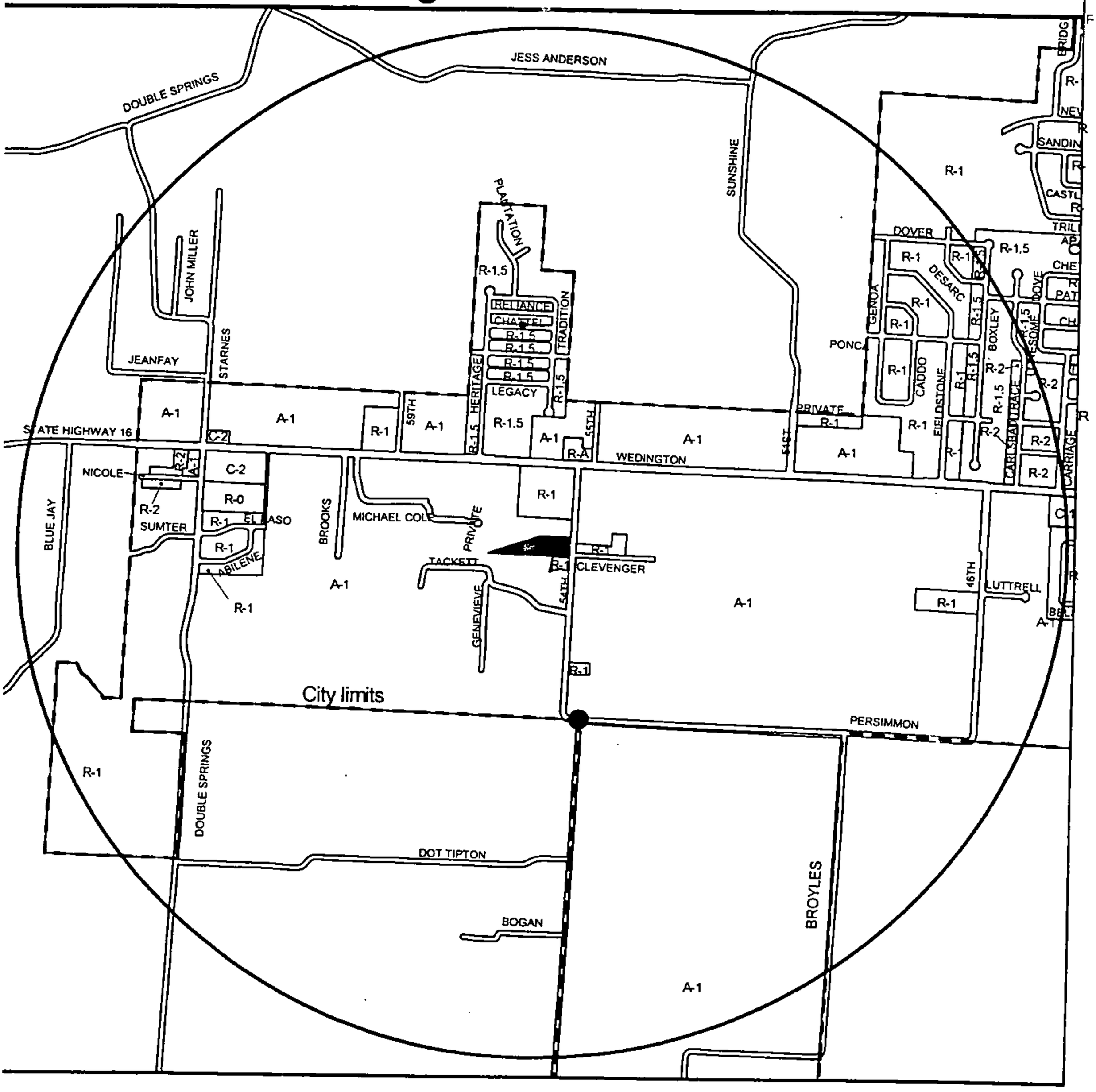
Shelly Silvis

Shelly Silvis

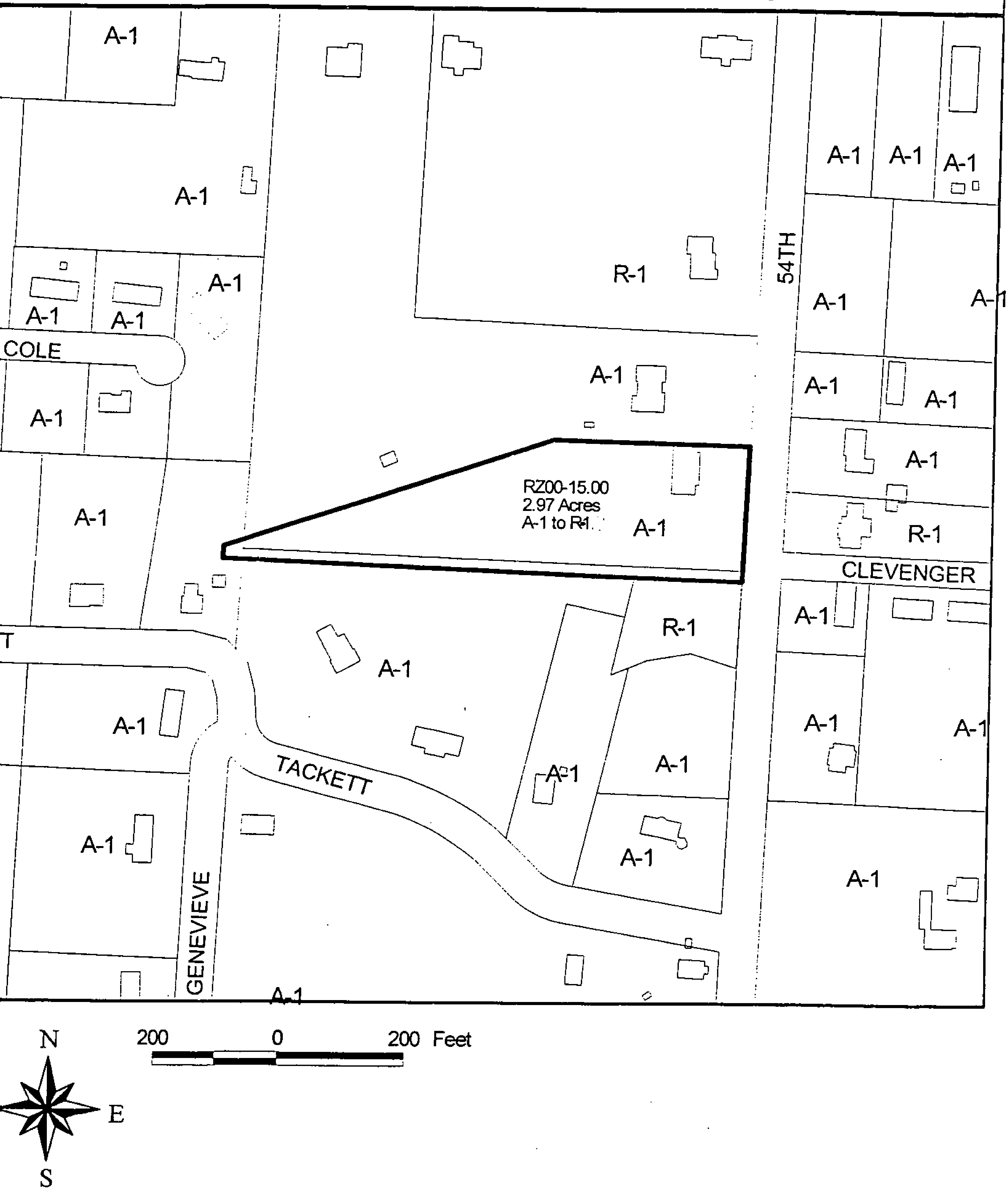
RZ00-15.00 - Clevenger/Silvis - 2020 Plan



RZ00-15.00 Clevenger/Silvis



RZ00-15.00 - Clevenger/Silvis - Close Up



STAFF REVIEW FORM

_X_ AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW
For the Fayetteville City Council meeting of N/A

Airport Minimum Standards

FROM:

Dale Frederick	Airport	General Gvmt.
Name	Division	Department

ACTION REQUIRED: Request approval and a Resolution adopting the updated "Minimum Standards for Operations and Commercial Activities" for the Fayetteville Municipal Airport-Drake Field replacing the current document and its revision. It was originally adopted by City Resolution #25-81, and amended by Res. #50-93. The Min. Standards require updating as the airport's use circumstances change. The relocation of airline service and the associated businesses, and plans for additional development on the field necessitated revisions to be made.

COST TO CITY:

$ N/A	$ N/A	N/A
Cost of this Request	Category/Project Budget	Category/Project Name
N/A	$ N/A	N/A
Account Number	Funds used to date	Program Name
N/A	$ N/A	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ___ Budgeted Item ___ Budget Adjustment

Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn D. Cramer — 5-19-00
Accounting Manager — Date

5-19-00
City Attorney — Date

Purchasing Officer — 5-22-00 Date

GRANTING AGENCY: _____

ADA Coordinator — Date

Yolanda Fields — 5-22-00
Internal Auditor — Date

STAFF RECOMMENDATION: **The Airport Manager, as well as the Airport Board (approved at their meeting on May 4th) request approval of the revised document as a replacement of the current "Min. Standards".**

5-5-00
Division Head — Date

Department Director — Date

5-23-00
Administrative Services Director — Date

5/22/00
Mayor — Date

Cross Reference

New Item: Yes # No
Prev. Ord/Res# Res. #25-81 and Res. #50-93
Orig Cont. Date:
Contract #:

which are to be replaced by new Resolution

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: CITY COUNCIL

THRU: FRED HANNA, MAYOR

FROM: DALE FREDERICK, AIRPORT MANAGER

DATE: MAY 5, 2000

SUBJECT: "MINIMUM STANDARDS FOR OPERATIONS AND COMMERCIAL ACTIVITIES" AT FAYETTEVILLE MUNICIPAL AIRPORT-DRAKE FIELD

The Federal Aviation Administration requires operating airports to have in place a set of "Minimum Standards". The current document was adopted by City Resolution #25-81 (in 1981), and was amended by Resolution #50-93 (in 1993).

Th Minimum Standards requiring updating as the airport's use circumstances change. The relocation of airlines service and associated businesses, and plans for additional commercial development on the field necessitated updating to be made as per Section 10 of the Minimum Standards:

> *"SECTION 10: AMENDMENTS TO STANDARDS AND NOTICES*
> *The Airport Manager shall review the Standards for Operations and a Commercial activities from time to time and shall recommend such revisions or amendments as shall be deemed necessary under the use circumstances surrounding the Airport to properly protect the health, safety and interest of the City and the public..."*

spectfully request these updated Minimum Standards be adopted by the City replacing the current Minimum Standards and its amendments.

DF/lp

Attachments: Revised Minimum Standards
Current Minimum Standards

FAYETTEVILLE MUNICIPAL AIRPORT - DRAKE FIELD
4500 S. SCHOOL AVENUE
FAYETTEVILLE, ARKANSAS

MINIMUM STANDARDS
FOR OPERATIONS
AND COMMERCIAL ACTIVITIES

FAYETTEVILLE
MUNICIPAL AIRPORT

Drake Field

ORIGINALLY ADOPTED: February 16, 1981 Resolution 25-81
AMENDED: May,18, 1993 Resolution 50-93
UPDATED AND REPLACED BY: June 6, 2000 Resolution

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MINIMUM STANDARDS FOR OPERATION AND COMMERCIAL ACTIVITIES AT FAYETTEVILLE MUNICIPAL AIRPORT FAYETTEVILLE, ARKANSAS

It being necessary to protect the public health, safety and interest at Fayetteville Municipal Airport, the following procedures and minimum standards are hereby promulgated and adopted for the use of any land or facility at said Airport.

SECTION 1: DEFINITIONS

As used herein, the following terms shall have the meaning listed:

AIR OPERATIONS AREA: -(AOA) That portion of the Airport designated for use by aircraft and including all runways, taxiways, ramps, aprons and any other areas so delineated for use by aircraft, inside the perimeter fence.

AERONAUTICAL ACTIVITY: - Shall mean any activity which involves, makes possible, or is required for the operation of aircraft or which contributes to, or is required for, the safety of such operations and shall include, but not by way of limitation, all activities commonly conducted on airports, such as charter operations, pilot training, aircraft rental, sight seeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, whether or not conducted in conjunction with other included activities, repair and maintenance of aircraft, sale of aircraft parts, sale of maintenance of aircraft accessories, radio, communication and navigation equipment and any other activity which, because of its direct relationship to the operation of aircraft, can appropriately be regarded as an "aeronautical activity".

AIRCRAFT: - Any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air.

AIRPORT: - Shall mean Fayetteville Municipal Airport, Fayetteville, Arkansas owned and operated by the City of Fayetteville as a Department.

AIRPORT BOARD: - Shall mean the five member Board, appointed by the Mayor to provide guidance for Airport Development.

AIRPORT MANAGER: - Shall mean the Manager of the Airport as designated by the City of Fayetteville or his/her designated alternate.

AIRPORT TRAFFIC AREA: - Shall be as defined in the current Federal Aviation Regulations, Part 1, and as such may be amended from time to time.

CITY COUNCIL: - Shall mean the City of Fayetteville, Arkansas, Council as duly constituted at any time.

DRIVER: - Any person who is in actual physical control of a vehicle.

MASTER PLAN: - means the scaled dimensional layout of the entire airport, indication of current and proposed usage for each identifiable segment as approved by the City of Fayetteville Council and the Federal Aviation Administration.

MINIMUM STANDARDS: - The qualifications established herein, as amended from time to time by the City Council upon recommendation of the Airport Manager, setting forth the minimum requirements to be met as a condition for the right to conduct any commercial activity on the Airport.

MOTOR VEHICLE: - any ground vehicle that is self-propelled.

MOVEMENT AREA: - the area which is under the direct control of the tower, it includes 500 feet perpendicular to and either side of the runway centerline, 200 feet outward from each threshold and a 118 foot area which encompasses each taxiway.

PERSON: - Any individual, firm, partnership, corporation, company or association; and including any trustee, receiver or similar representative thereof.

PILOT: - Any person who is responsible for control of an aircraft.

SECTION 2: USE OF AIRPORT RESTRICTED

No person, firm, association, corporation or entity, incorporated or otherwise, shall use the Airport for any commercial activity, unless approved by a written permit, lease agreement or Letter of Agreement from the City of Fayetteville/Airport Manager.

SECTION 3: GENERAL RULES AND REGULATIONS

The following rules and regulations shall be observed in the use, operation and conduct of or on the Airport:

FEDERAL AIR TRAFFIC RULES. The rules of the Federal Aviation Administration for aircraft operated anywhere in the United States, and presently or hereafter effective, are hereby

referred to, adopted and made a part hereof as though fully set forth and incorporated herein.

SAFEGUARD OF PERSONS AND PROPERTY. The Airport Manager or his/her designated representative shall at all times have authority to take necessary and legal actions to safeguard any person, aircraft, equipment or property at the Airport.

LEASE OF AIRPORT PROPERTY. The City of Fayetteville may lease property within the building area or other portions of the Airport for the construction of hangars, buildings, aprons, taxiways and auto parking lots in accordance with the approved Airport Master Plan and Airport Layout Plan.

Leased land from which any building, hangar, or structure is removed after due notice will be cleaned and put back in its original condition by the Lessee.

All lease requests for property on the Airport must be submitted through the Airport Manager's office. Only AFTER approval has been given by the Airport Manager may any property be subleased or assigned.

No structures may be erected beyond the building restriction line or in conflict with the approved Airport Layout Plan, unless revision are made to the Plan and approved by the FAA.

Fuel flowage fees are applicable for all fuel dispensing activities, whether commercial or private, based on the established City Ordinance, Title IX (9), chapter 91.16 currently approved and placed in effect by the City Council.

Lien for charges will be used to enforce the payment of any charge made for repairs, routine invoicing, improvements, storage or care of any personal property, made or furnished by the City or its agents, in connection with the operation of the Airport. The City shall have a lien upon such personal property, which shall be enforceable as provided by law.

Lien possessory right will be used to enforce the payment of any such charge. The Airport Manager may retain possession of such personal property until all reasonable, customary and usual compensation shall have been paid in full.

Unauthorized signs. No signs or non-aeronautical equipment or portable buildings/house trailers may be erected, moved in or installed on the Airport property except as may be specifically authorized by the Airport Manager with the concurrence of all City, State, and Federal regulations and codes.

Surreptitious activities. Any person observing suspicious, unauthorized or criminal activities should report such activities immediately to the Airport Manager/staff or Police.

Wrecked/damaged/disabled aircraft. Every owner and pilot of any aircraft damaged as a result of an accident, and each of them, shall be responsible for the prompt removal of the aircraft following release by the FAA or the National Transportation Safety Board. No aircraft in a non-airworthy condition so disabled as to give the appearance of a wrecked plane, or otherwise so damaged as to be unsightly, shall at any time be parked or tied down out of doors in public view. Such damage or disabled aircraft held for inspection or for determination of whether to be repaired, shall at all times be stored inside a hangar until such determination shall be made. Within 30 days from any determination that such disabled aircraft is to be held for salvage, it shall be permanently stored from public view in a hangar or approved enclosure. No such aircraft shall be stored on the Airport except as herein provided. Aircraft awaiting component parts such as a rudder, aileron, horizontal stabilizer or other movable surface, shall not be considered disabled or unsightly provided such waiting period does not exceed 30 days. An extension of time shall be granted by the Airport Manager if such conditions are justified. Said extension shall not be unduly withheld.

Repairs to aircraft. No aircraft shall be repaired on any part of the landing or take-off area, and all outside repairs shall be made at the places designated by the Airport Manager for such purpose.

Agricultural spraying operations shall not be conducted from the Airport since no facilities are available for this purpose as established by the Environmental Protection Agency.

Damage to Airport. Any person, corporate or individual, and the owner of any aircraft or vehicle causing damage of any kind to said Airport, whether through violation of any of these rules or through vandalism or any act of negligence, shall be liable therefore in and to the Airport.

Injury to person. Persons entering upon Airport grounds do so at their own risk and with no liability incurring to the Airport for any injury or damage to person or property. Further, any person desiring to use the Airport shall observe and obey all valid laws, resolutions, orders, rules and regulations promulgated and enforced by the Airport or by any authority having jurisdiction over the conduct and operation of the Airport including the FAA. It shall be incumbent upon the user/tenant to be familiar with these regulations.

Licensed pilots. Only properly registered Aircraft and persons holding current airman and medical certificates issued by the FAA shall be authorized to operate aircraft upon the Airport except as provided in this Resolution. This limitation shall not apply to students in training under licensed instructors nor to public aircraft of the Federal Government or of a State, territory or political subdivision thereof, or to aircraft licensed by a foreign government with

which the United States has a reciprocal agreement covering the operation of such licensed aircraft.

NOTE: Use of the Airport by ultralight vehicles/motorless aircraft, shall be subject to prior approval by the Airport Manager and shall be in accordance with FAR PART 103 and any other rules set by the Airport.

Intoxicants and narcotics prohibited. No person under the influence of an intoxicant or narcotic shall operate or fly in any aircraft upon or over the Airport; provided however, such prohibition shall not apply to a passenger when accompanied by a nurse or caretaker in an aircraft apart from the pilot.

Foreign object. No foreign objects, including bottles, cans, scrap or any object that may cause damage to an aircraft shall be left upon the floor of any building or upon any part of the surface area of the Airport.

Authorized persons - Air Operations Area; responsibilities.
Any person who has authority to enter the AOA and who permits an unauthorized person to accompany him or her shall be responsible for ensuring that such unauthorized person remains accompanied by an authorized person at all times while in the AOA.

Any person entering the AOA shall ensure that any gate through which entry is gained is properly closed after they enter and is to notify the Airport Manager promptly if such gate does not close properly. If vehicle access is used to enter, the vehicle operator, after proceeding through the open gate will stop, and wait until the gate is closed before proceeding to his or her destination. Gate closure cycle time will be approximately 15 seconds.

Vehicular traffic operations - Air Operations Area - No person shall operate any vehicle in the AOA (Air Operations Area) unless such person is licensed to operate such vehicle on the public highways of this State, or unless such vehicle is licensed for operation on such highways or is specially authorized for operation on Airport property only.

No person shall operate any vehicle on any part of the Movement Area without first obtaining permission from the Control Tower, or after its closure, advising of position and intentions by use of the Common Traffic Advisory Frequency.

Every person operating a vehicle in the AOA shall obey the lawful order, signal or direction, by voice, hand or otherwise, of the Control Tower or of any Airport staff member, Airport Rescue and Fire Fighting staff member or law enforcement officer.

No person shall operate any vehicle in the AOA unless authorized to do so by the Airport Manager or his/her designated representative. Every person operating a vehicle in the AOA

shall do so in accordance with the rules and regulations promulgated by the Airport Manager.

No person shall operate any vehicle on any part of the AOA, in a negligent manner or while the operator is under the influence of intoxicating beverages, narcotics or any substance which could adversely affect the full and rational exercise of a driver's mental or physical faculties, or when the vehicle is in an unsafe condition or equipped or loaded so as to endanger persons or property or in a manner unsafe for weather or ground surface conditions.

All persons on the Movement Area shall obey the following Airport Control Tower light signals:

RED----------STOP
FLASHING RED----------CLEAR RUNWAY IMMEDIATELY
GREEN OR FLASHING GREEN----- PROCEED
ALTERNATING RED & GREEN------USE EXTRA CAUTION
FLASHING WHITE----------RETURN TO POINT OF ORIGIN

No person shall operate any vehicle on the landing or ramp areas unless such vehicle is equipped with a two-way radio in operational condition.

All aircraft, motor vehicles and ground equipment while inside the AOA must be adequately lighted or marked with suitable reflectors during the hours of darkness or periods of reduced visibility during the daylight hours, reduced visibility is defined as any ground visibility less than 500 feet.

All ground self-propelled vehicles except emergency equipment responding to an alarm shall yield the right-of-way to any aircraft in motion. All aircraft shall hold their positions during an emergency unless otherwise directed by the Control Tower.

Pedestrians and aircraft shall at all times have right-of way over vehicular traffic. All vehicles shall pass to the rear of taxiing or parked aircraft.

No person shall operate, park or stop any vehicle in any aircraft parking area, landing areas, ramp or taxiway except as authorized by the Airport Manager.

No person who has not been authorized previously by Airport Management to do so, shall park any vehicle or aircraft in a space adjacent to his or her leased hangar area, except the occupying tenant.

No person shall operate or park any ground vehicle in any area that is not designated by the Airport Manager or other signs or markings. The operator shall comply with any

directions, instructions, signs or limitations as they might apply to vehicle operations or parking of said vehicles.

No person shall operate any vehicle at speeds greater than fifteen (15) miles per hour upon any area of the AOA with the exception of the Movement Area, in which vehicles shall not operate at speeds greater than thirty five (35) miles per hour.

Emergency vehicles while on emergency runs/training and official Airport vehicles being used in the performance of official duties are excluded from this section when necessary to accomplish an emergency or official mission; however, such vehicles shall at all times be in conjunction with Control Tower instructions.

Fueling of Aircraft. Aircraft shall not be fueled while the engine is running or while in a hangar or other enclosed place.

All aircraft being fueled shall be clear of all hangars and structures.

All fuel trucks will be equipped, operated and maintained in accordance with the National Fire Protection Association, Incorporated, NFPA Manual 407 "Aircraft Fuel Servicing."

Persons or aviation businesses wishing to supply and dispense aviation fuel for their private use must first apply for a permit and comply with the "Minimum Standards for Self Fuelers" before initiating their self fueling program.

Public sale of automobile gas for use in aircraft will not be permitted on the Airport.

Aviation or auto fuels will not be stored within a hangar and all fuel which is supplied to the Airport for aeronautical use will pay the applicable flowage fees as specified by City Ordinance.

Tiedown of aircraft. All aircraft not hangared shall be tied down or secured at night and during inclement weather. Aircraft owners or their agents are responsible for the tiedown or security of their aircraft, (this includes supplying their own ropes) at all times and particularly during inclement weather.

Running aircraft engines. On aircraft not equipped with adequate brakes, the engine shall not be started until and unless the wheels have been set with blocks attached to ropes or other suitable means for removing them.

No airplane will be propped, started or left running without qualified personnel at the controls.

No engine shall be started or run inside any building.

No engine shall be started, run or warmed up until, and unless the aircraft is in such position that the propeller stream or jet blast will clear all buildings and groups of people in the observation areas.

Damage to runway lights. Any person damaging any field light or fixture by operation of an aircraft or otherwise shall immediately report such damage to the Airport Manager. Persons causing damage to runway and taxiway lights, as a result of negligent operation of an aircraft or willful acts will be liable for replacement cost of the light(s) and/or fixtures.

Taxiing aircraft. No person shall taxi an aircraft until he/she has ascertained there will be no danger of collision with any person or object in the immediate area.

Aircraft will be taxied at a safe and prudent speed, and in such manner as to be at all times under the control of the pilot.

Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant is at a wing of the aircraft to assist the pilot.

There shall be no taxiing of aircraft by engine power into or out of hangars.

Parking aircraft. Unoccupied aircraft shall not be parked or tied down on or within five hundred (500) feet of the centerline of the runway. All unhoused aircraft shall be parked in the areas designated by the Airport Manager for that purpose.

Aircraft will not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the Airport Manager as an emergency measure or in an unusual situation.

It is the responsibility of the pilot when leaving a parked aircraft unattended to see that the brakes are set or that the plane is properly chocked and/or tied down.

Loading/unloading of aircraft. Pilots are prohibited from loading or unloading aircraft with the engine(s) running with the exception of medical emergencies.

Authority to suspend operations. The Airport Manager may suspend or restrict any or all operations whenever such action is deemed necessary in the interest of safety.

Take-offs on apron, etc. No take-offs or landings shall be made on the apron, parking ramp or taxiway except by special permission of the Airport Manager.

Common courtesy. Aircraft entering the traffic pattern shall exercise caution and practice courtesy so as not to cause aircraft already in the pattern to deviate from their course.

Altitude and noise of engines. No aircraft shall be operated over the City of Fayetteville at an altitude of less than one thousand (1,000) feet above the ground. Aircraft engines shall not be accelerated nor decelerated while over said city in such manner as to distract, excite or disturb persons on the ground, regardless of altitude.

Parachute jumping prohibited - Parachute jumping is prohibited except when special arrangements have been made which are authorized by the Airport Manager and coordinated with the Control Tower.

Dropping or pulling of objects or banners from aircraft prohibited. No person in any airborne aircraft shall cause or permit to be thrown out, towed, discharged or dropped within the City, any object or thing, except loose water or loose sand ballast when absolutely essential to the safety of the aircraft occupants.

Special procedures. The Airport Manager may, in the interest of safety or for special events, designate special traffic procedures for certain operations, such as air shows, lighter than air operations, banner towing, ultralights, etc... Prior approval from the Airport Manager is required. This allows time for safety coordination with the controlling agency for such events.

Fire regulations. Every person going upon or using the Airport or its facilities in any manner, shall exercise the greatest care and caution to avoid and prevent fire.

Smoking or open flame within fifty (50) feet of any aircraft or fuel truck is prohibited.

Compressed flammable gas shall not be kept or stored upon the Airport, except at such place as may be designated by the Airport Manager.

No flammable substance shall be used in cleaning motors or other parts of an aircraft inside a hangar or other building.

No one shall smoke, ignite a match or lighter in any building, except in offices, waiting rooms or buildings where it is specifically permitted by the Airport Manager.

Hangar entrances shall be kept clear at all times.

The floors in all buildings shall be kept clean and free from oil. Volatile, flammable substances shall not be used for cleaning floors.

No boxes, crates, cans, bottles, paper, tall grass/weeds or other litter shall be permitted to accumulate in or about a hangar.

At least two 20B portable fire extinguishers will be available within 50 feet of the fuel pumps or truck where the open hose discharge capacity of the fuel pump is not more than 200

gallons per minute; at least one wheeled 80B fire extinguisher where the open hose discharge capacity is more than 200 gallons per minute, but not more than 350 gallons per minute; at least two wheeled 80B fire extinguishers where the open hose discharge capacity is greater than 350 gallons per minute.

All aviation fuel nozzles will have "dead man" controls which will shut off the fuel flow when the nozzle hand control is released. No "lock open" type nozzle shall be permitted for fueling aircraft.

Only when the pilot or crew member is on board the aircraft will a fueling operation take place while passengers are aboard. The aircraft will be unoccupied during fueling operations unless the pilot or crew member is aboard.

In all matters related to aircraft fueling safety the provisions of NFPA Manual 407 "Aircraft Fuel Servicing" published and available from the National Fire Protection Association, Incorporated, 470 Atlantic Avenue, Boston, Massachusetts 02210, shall prevail (as updated or amended from time to time).

Any fuel which becomes spilled through the fueling procedure, fuel farm loading and unloading procedure or fuel which is spilled from any portion of any aircraft is the responsibility of the owner of the aircraft or fueling agency involved. It is their responsibility to clean up the spill. The clean up procedure will conform to those set forth by the Department of Pollution Control and Ecology and all other City, State and Federal guidelines. Under no circumstances is fuel to be "washed down", but instead it shall be absorbed with an approved material and disposed of in the manner specified by City, State and Federal guidelines. All costs of such clean ups shall be borne by the owner/company/tenant involved.

NOTE: The Airport Manager is authorized to exclude from the Airport, permanently or for a limited time, any vehicle violating any of these regulations. In addition, the exclusion can be extended to any other vehicle belonging to the same owner or operated by the same operator.

Aircraft painting: Aircraft painting is prohibited in all buildings except those approved as paint shops. All such facilities will abide by all local, City, State and Federal regulations in place and as amended from time to time by the governing bodies. Any violations and subsequent fines/fees which may be levied shall be borne by the party involved in the violation.

Knowledge of rules implied. By publication of this Resolution as required by law, all persons will be deemed to have knowledge of its contents. However, the Airport Manager is directed to have copies of the Resolution printed and available to all persons requesting such a copy.

Copies will be available at all times in the Manager's office, and copies will be furnished to owners and operators of aircraft based on the Airport.

Conflict in rules. If and where there is conflict in these and the Federal Aviation Rules (FARs) the latter shall prevail.

SECTION 4: PENALTIES

Penalty for violation. Any person operating or handling an aircraft in violation of any of these rules or refusing to comply herewith, may, at once, be ejected from the Airport, or may for any period of time, not exceeding fifteen (15) days, be denied use of the Airport by the Airport Manager. When extreme circumstances or conditions exist, said violator may be deprived of the further use of the Airport and its facilities for such period of time as may appear necessary for the protection of life and property.

Any violation of these Standards, as adopted by Resolution, shall be subject to all applicable laws of the City of Fayetteville Police and Fire Departments and punishable by fine. This section is cumulative of all other penalties for violation of Federal, State and Local laws, rules, regulations and ordinances.

Prosecution for an offense under this Resolution does not prevent the use of other enforcement remedies or procedures, including administrative measures applicable to the person charged with the conduct involved in the offense.

If any provision of this Resolution is held insufficient as the basis of criminal prosecution as provided herein, the same shall nevertheless be a ground for revocation or suspension of any license, permit or privilege issued under this Resolution.

For any violation hereof, a law enforcement officer or other appropriate enforcement official may require the person cited to sign a written or printed notice to appear in court. If the person cited signs such notice, the officer or other appropriate official may permit the person to proceed without further detaining him/her at that time. Signing the notice shall not be an admission of guilt.

Refusal of the person cited to sign the notice, or failure after signing the notice to appear in court as required, shall be grounds for suspending a license/permit or other privileges at the Airport.

Nothing in this article shall prevent the issuance of a warrant of arrest on the same charge, and trial and conviction thereon as in other cases.

The Manager may request any person committing a violation to cease said activity or leave the Airport, and may eject any person who fails to comply with such request.

In any case in which the Federal Aviation Administration, the Department of Pollution Control and Ecology or the Environmental Protection Agency or any other governing agency assesses a civil penalty against the Airport for any Federal/State/Local Regulation violation, the City of Fayetteville shall be reimbursed by the person whose act, or failure to act, caused the violation resulting in the civil penalty or by the person whose employee, agent, servant or independent contractor caused the violation resulting in the civil penalty. This shall be the analogues with concern to any other penalty caused by the person whose act or failure to act causes a violation.

Termination of permits/leases/contracts: Any person, who continues to violate the regulations as established in this Resolution shall forfeit his or her rights to the use of the facilities. Issuance of multiple citations or warnings for violations in a 12 month period will be deemed as a basis for conducting a review of the operator/tenant/contractor by the City of Fayetteville. Judgments made based on this review shall be considered binding and cause for termination for their permit/lease/contract.

Saving clause. Should any part of this Resolution be invalid or unconstitutional, no other part shall necessarily be affected thereby.

SECTION 5: APPLICATIONS

Any person, firm or corporation desiring to enter into any form of commercial activity of any nature upon the premises of the Fayetteville Municipal Airport shall first obtain permission from the Airport Manager. Each application shall be made in writing and filed with the Airport Manager, setting forth in detail the following information.

a. The name and address of the applicant, to include all owners of the company.

b. The proposed services/business the applicant will offer/operate.

c. The names and qualifications of the persons to be involved in conducting such activity.

d. The amount of land/facility or proposed building to be involved in the activity.

e. The tools, equipment, services and inventory, if any, proposed to be furnished in connection with such activity.

f. The number of persons to be employed.

g. The hours of proposed operation.

h. The number of aircraft, if any, applicant will provide.

i. The requested or proposed date for commencement of the activity and the term of conducting the same;

j. The estimated cost of any structure or facility to be furnished, or proposed rental of an existing facility, the proposed specifications for same, and the means or method of financing such construction or acquisition of facilities.

k. The specific types and amounts of insurance coverage applicant will provide and maintain.

SECTION 6: NOTICE

Upon the filing of such an application with the Airport Manager, and provided it meets the requirements set forth in Section 5, it shall be referred to the Mayor and the Airport Board with any recommendations that Airport Staff deem necessary.

Any like business, already in operation shall be notified by first class mail of any application which would incorporate a duplication of a business currently in operation/existence.

SECTION 7: LEASE/CONTRACT/PERMIT

Upon approval of any such application as submitted or modified, the Airport Manager shall cause to be prepared a suitable lease/contract/permit setting forth the terms and conditions of the land/facility to be utilized or built, which lease/contract/permit shall in every instance be conditioned upon:

a. Original and continued compliance with the Standards required for each particular commercial activity approved; shall refer and incorporate these Standards by reference;

b. That any structure or facility to be constructed or placed upon said Airport shall be constructed in a manner to conform to all safety regulations of the state of Arkansas, the City of Fayetteville, the FAA and any other governmental entity having regulatory authority in connection therewith, and shall be in compliance with the requirements of current building codes and fire regulations of the City of Fayetteville; and that any construction once commenced will be diligently prosecuted to completion.

c. Shall reserve the right in the City Council to modify or add to the Standards for operation at the Airport.

SECTION 8: STANDARD REQUIREMENTS FOR ALL COMMERCIAL ACTIVITIES

Each applicant for permission to conduct commercial activities at the Airport shall satisfy the Airport Manager of the following:

a. That such applicant has a history of management and personnel ability in conducting the same or similar, or comparable type of service or activity in a good and workmanlike manner;

b. That such applicant have the financial responsibility and ability to provide facilities and services proposed;

c. That the applicant has or can reasonably secure necessary certificates from the FAA or other authority where the same are required for the activity proposed;

d. That the applicant has or can furnish suitable indemnity insurance or bond to protect and hold the City harmless from any liability in connection with the conduct of the activity proposed.

e. That such applicant can and will at all times meet standards of all Local, State and Federal bodies having regulatory authority over the Airport and the applicant;

f. That such applicant will maintain his exclusively leased area in an adequate manner at all times, subject to the approval of the Airport

Manager and where applicable, such maintenance shall include landscape maintenance and assurance of safe operation conditions;

g. That the applicant shall have in his employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner. In addition, these employees will wear appropriate garments;

h. The applicant shall operate in a moral and ethical manner at all times. This shall constitute behavior which does not infringe on the rights or property of others and conducting all aspects of business in a fashion which shows due trust to the public. The business shall operate and conduct itself in a manner reflecting the moral principles acceptable to society as a whole;

i. Each commercial operator shall agree to indemnify and hold harmless the City of Fayetteville of and from any claims of liability for personal injury, death, or property damage resulting from its operation at the Airport;

j. No person shall engage in any commercial activity for furnishing services to the public at the Airport unless:

(1) Said service is furnished on a fair, equal and nondiscriminatory basis to all users thereof, and

(2) Fair, reasonable and non - discriminatory prices are charged for each unit of sale or service, provided that reasonable and non - discriminatory discounts, rebates or other similar types of price reduction may be made to volume purchasers.

k. At all times, the operator will comply with all Local, State, Federal, FAA and EPA regulations and requirements. Any associated fees levied to the Airport as owner in connection with a profit oriented operation shall be passed along and borne by the operator/tenant deriving benefit from the use of the Airport's property/assets.

In considering every application for establishing commercial activities, the Airport Manager shall give due consideration to each applicant without regard to race, sex, national origin or any unjust discrimination.

SECTION 9: STANDARDS FOR SPECIFIC ACTIVITIES

Item A. Fuel and Oil Sales

Item B. Multiple Aeronautical Service Providers/Combination Activities (Full Service FBO's)

Item C. Aircraft Charter and Taxi Service

Item D. Aircraft Engine, Airframe and Accessory Sales and Maintenance

Item E. Aircraft Rental and Sales

Item F. Flight Training

Item G. Crop Dusting and Spraying

Item H. Avionics Sales and Maintenance

Item I. Non-Public Fueling

Item J. Specialized Services

Item K. Hangar Construction and Rental

Item L. Basic Lease Terms and Conditions

Item M. Construction of Corporate Hangars by Others than the Fixed Based Operator

NOTE: An FBO may be defined loosely as any person, firm, or corporation performing any function or activity which involves, or makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. The City may wish to advertise for a multiple service FBO and accept proposals from only those willing to furnish certain specified services, but the City may not refuse to negotiate with others who wish to provide a lesser number of services so long as land/space is available to conduct such activities.

SECTION 9, Item A: FUEL AND OIL SALES

In addition to meeting all requirements of this Standard, every person conducting the following specific activities shall meet the additional requirements as hereinafter set out:

Persons conducting aviation fuel and oil sales on the Airport shall be required to provide:

1) Electric pumps and storage tanks having a capacity equal to the minimum tank truck load deliverable for each grade of fuel which has been approved by the Airport Manager. Mobile and fixed pumping equipment must have reliable metering devices, be certified by the State Bureau of Standards at least once a year and must comply with all City, State and Federal regulations and guidelines.

2) Shall provide properly trained, and uniformed line personnel on duty at least eight hours of every calendar day, or as required by the activity level projected seven days a week, (upon approval of the Airport Manager) and on call by readily accessible means at other hours during the day or night.

3) The ability to perform minor repairs coupled with the requirement of proper tools, jacks, towing equipment and tire repair equipment necessary to service the types of aircraft expected to utilize the Airport on a regular basis; proper equipment for changing engine oil, towing, washing aircraft and aircraft windows and windshields, for recharging or energizing discharged aircraft batteries and starters.

4) Shall provide conveniently located heated and air conditioned lounge or waiting rooms for passengers, and airplane crews of itinerant aircraft together with sanitary rest rooms and public telephones.

5) Shall provide adequate towing equipment and parking and tiedown area to safely and efficiently move aircraft and store them in all reasonable expected weather conditions.

6) Shall maintain adequate inventory of at least two brands of generally accepted grades of aviation engine oil and lubricants.

7) In conducting refueling operations, every operator shall install and use adequate grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved in refueling and servicing aircraft. The operator shall be required to have fueling personnel participate

in fire, rescue or other emergency training when provided by the Fayetteville Fire Department or the Airport Staff and as required by FAR 139.

8) Shall provide for the adequate and sanitary handling and disposal, in accordance with State and Federal standards, away from the Airport, of all trash, waste, and other materials, including but not limited to used oils, solvents and other waste materials. The piling or storage of crates, boxes, barrels, and other containers will not be permitted within the leased premises.

9) The operator must provide all security items required by Part 107 of the Federal Air Regulations and the Airport Security Plan.

SECTION 9, Item B: MULTIPLE SERVICE PROVIDERS/COMBINATION ACTIVITIES

At least one fixed base operator at Fayetteville Municipal Airport shall perform the services and meet the requirements prescribed by the following sections:

ITEM A. Fuel and oil sales;

ITEM C. Aircraft charter and taxi service;

ITEM D. Aircraft engine, airframe and accessory sales and maintenance;

ITEM E. Aircraft rental and sales; and

ITEM F. Flight training.

This is not to be construed as an exclusive right. No person shall be prohibited from the service and maintenance of his or her own aircraft and equipment, as long as this service or maintenance complies with all regulations set forth in this document and the applicable State, Local and Federal regulations.

Said Fixed Base Operator shall abide by all rules, regulations and operating practices set forth by these Standards, and all City, State and Federal regulations incorporated by reference herein and all specific terms as provided in their Lease agreement.

Insurance minimums for a Fixed Base Operation shall be set at $2,000,000 Hangar Keepers Liability and Public Liability Insurance, with the City of Fayetteville listed as an additional insured. This can be adjusted from time to time commensurate with activity levels and Airport usage, (coverage may increase dependent on type and number of aircraft serviced at any one time).

SECTION 9, Item C: AIRCRAFT CHARTER AND TAXI SERVICE

Persons operating aircraft charter and taxi service shall provide:

1) Passenger lounge, rest room and telephone facilities.

2) Adequate table, desk or counter for checking in passengers, handling ticketing or fare collection, and the proper handling of luggage.

3) Shall have available properly certificated suitable aircraft with properly certificated and qualified operating crew, one of said crew shall be located at the Airport and on an "on call" basis as may be necessary for on demand charter.

4) Insurance coverage shall be required in the following amounts or in amounts as may be considered reasonable based on a case by case review of proposed activity:

AIRCRAFT LIABILITY:

Bodily injury	$500,000 each person
	$1,000,000 each accident
Property damage	$500,000 each accident
Passenger liability	$500,000 each passenger

COMPREHENSIVE PUBLIC LIABILITY AND PROPERTY DAMAGE

Bodily injury	$500,000 each person
	$1,000,000 each accident
Property damage	$500,000 each accident

5) **Such insurance shall be kept current at all times by the operator until such time as the operator's permit is relinquished or canceled.**

6) **All current licenses and certificates issued by the F.A.A. for use in this particular operation shall be kept current at all times by the operator until such time as the operators permit is relinquished or canceled.**

SECTION 9, Item D: AIRCRAFT RENTAL AND SALES

Persons conducting aircraft rental and sales activity shall provide:

1) Suitable space for consummating sales and/or rentals and the keeping of the proper records in connection therewith.

2) Hangar storage space for at least one aircraft to be used for sales or rental.

3) For rental, at least one airworthy aircraft suitably maintained and certificated.

4) For sales activity of a new aircraft, a sales or distributorship franchise from a recognized aircraft manufacturer of new aircraft and at least one demonstrator model of such aircraft.

5) Adequate facilities for servicing and repairing the aircraft or satisfactory arrangements with other operations licensed by the Airport/Mayor on the Airport for such service and repair.

6) There shall be available, at least during eight hours of the working day, a properly certificated pilot capable of demonstrating new aircraft for sale. Current medical and airman's certificate checks are required prior to the rental of any aircraft.

7) The minimum stock of readily expendable spare parts, or adequate arrangements for securing spare parts, within a reasonable time, required for the type of aircraft and models sold.

8) Current up-to-date specifications and price lists for types and models of new aircraft sold.

9) Proper check lists and operating manuals on all aircraft rented and adequate parts catalogue and service manual on new aircraft sold.

10) **All current licenses and certificates issued by the F.A.A. for use in this particular operation shall be kept current at all times by the operator until such time as the operator's permit is relinquished or canceled.**

11) Insurance coverage shall be required in the following amounts or in amounts as may be considered reasonable based on a case by case review of proposed activity:

AIRCRAFT LIABILITY:

Bodily injury	$500,000 each person $1,000,000 each accident
Property damage	$500,000 each accident
Passenger Liability	$500,000 each passenger

COMPREHENSIVE PUBLIC LIABILITY AND PROPERTY DAMAGE

Bodily injury	$500,000 each person $1,000,000 each accident
Property damage	$500,000 each accident

12) **Such insurance shall be kept current at all times by the operator until such time as the operator's permit is relinquished or canceled.**

SECTION 9, Item E: AIRCRAFT ENGINE, AIRFRAME, ACCESSORY SALES AND MAINTENANCE

All persons operating aircraft engine, airframe and accessory maintenance facilities to the public for hire shall provide:

1) In case of airframe or engine repairs, sufficient hangar space to house any aircraft upon which such service is being performed.

2) Suitable inside and outside storage space for aircraft awaiting repair or maintenance or delivery after repair and maintenance have been completed.

3) Adequate shop space to house the equipment and machine tools, jacks, lifts and testing equipment to perform top overhauls as required for FAA certification and repair of parts not needing replacement on all single engine land and light multi-engine land general aviation aircraft.

4) At least one FAA certified air frame and power plant mechanic available during eight hours of the day, five days per week and on an "on call" basis as needed.

5) Facilities for washing, cleaning, and waxing aircraft if operator engages in said business.

6) Suitable equipment (i.e. tractors, tow bars, jacks, dollies, and other equipment as might be needed to remove the largest type of aircraft that normally could be expected) to promptly remove from the landing area any disabled aircraft as soon as permitted.

7) **All current licenses and certificates issued by the F.A.A. for use in this particular operation shall be kept current at all times by the operator until such time as the operator's permit is relinquished or canceled.**

8) Insurance coverage be established on a case by case basis, contingent on the size of each operation. In no instance shall the minimum insurance be less than the following amounts:

COMPREHENSIVE PUBLIC LIABILITY AND PROPERTY DAMAGE

Bodily injury	$500,000 each person $1,000,000 each accident
Property damage	$500,000 each accident
Hangar Keepers	$1,000,000 each accident

(coverage depends on type and number of aircraft serviced at any one time)

Such insurance shall be kept current at all times by the operator until such time as the operator's permit is relinquished or canceled.

SECTION 9, Item F: FLIGHT TRAINING

All persons conducting flight training activities shall provide:

1) All required F.A.A. certifications and licenses as appropriate for the training which is proposed, i.e. single-engine, multi-engine, instrument rating, private license or commercial license.

All current licenses and certificates issued by the F.A.A. for use in this particular operation shall be kept current at all times by the operator until such time as the operator's permit is relinquished or canceled.

2) A listing of the types of aircraft as may be required to give flight instruction.

3) Adequate office and classroom space for at least five students and proper rest room facilities.

4) Adequate mock-ups, pictures, slides, film strips or other visual aids necessary to provide proper ground school instruction, (instruction which will allow for passing the written portion of airman training).

5) Insurance coverage shall be required in the following amounts or in amounts as may be considered reasonable based on a case by case review of the proposed activity:

AIRCRAFT LIABILITY:

Bodily injury	$500,000 each person
	$1,000,000 each accident
Property damage	$500,000 each accident
Passenger Liability	$500,000 each passenger

STUDENT AND RENTER PILOT COVERAGE
COMPREHENSIVE PUBLIC LIABILITY AND PROPERTY DAMAGE

Bodily injury	$500,000 each person
	$1,000,000 each accident
Property damage	$500,000 each accident

6) **Such insurance shall be kept current at all times by the operator until such time as the operator's permit is relinquished or canceled.**

SECTION 9, Item G: CROP DUSTING AND SPRAYING

Persons seeking to conduct crop dusting or spraying of agricultural chemicals shall be permitted to refuel planes at Fayetteville Municipal Airport, however, storage or transfer of agricultural chemicals at the Airport is prohibited due to lack of adequate facilities which meet EPA standards.

SECTION 9, Item H: AVIONICS SALES AND MAINTENANCE

All persons conducting maintenance and sales of avionics equipment shall provide:

1) Suitable office space for operating and conducting sales and/or maintenance and the keeping of proper records in connection therewith.

2) Adequate facilities for servicing, repairing and sales of avionics equipment or satisfactory arrangements with other operators licensed by the Airport/Mayor on the Airport for such service, sales and repairs.

3) There shall be available, at least during eight hours of the working day, a properly certificated service person capable of demonstrating equipment for sale to the public and for repairing or servicing of avionics equipment.

4) The minimum stock of readily expendable spare parts, or adequate arrangements for securing spare parts within a reasonable time, required for the types of avionics supplied and sold.

5) Current up-to-date specifications and price lists for types and models of avionics supplied, sold, or repaired.

6) Proper check lists and operating manuals on all radio/navigational equipment sold or repaired and adequate parts catalogued and stocked.

7) Any signs to be placed on Airport property shall be in compliance with all City of Fayetteville codes and ordinances and then be approved by Airport Management.

8) Insurance coverage shall be established on a case by case basis, contingent on the size of each operation. The minimum base coverage follows:

INSURANCE COVERAGE:

Hangar Keepers Liability	$1,000,000 each accident
Products Liability	$1,000,000 each accident

NOTE: Insurance coverage limits shall reflect appropriate amount based on risk exposure.

COMPREHENSIVE PUBLIC LIABILITY AND PROPERTY DAMAGE

Bodily injury	$500,000 each person
	$1,000,000 each accident
Property damage	$500,000 each accident

Such insurance shall be kept current at all times by the operator until such time as the operators permit is relinquished or canceled.

9) **All current licenses and certificates issued by the F.A.A. for use in this particular operation shall be kept current at all times by the operator until such time as the operator's permit is relinquished or canceled.**

SECTION 9, Item I: NON-PUBLIC FUELING

Any non-public fueling of aircraft shall be in compliance with the Minimum Standards for Non-Public Self-Fuelers requirements approved by the FAA for Fayetteville Municipal Airport. A copy of these standards and a permit may be obtained from the Airport Manager.

SECTION 9, Item J: SPECIALIZED SERVICES

A specialized aircraft repair service operator is a person engaged in a business capable of providing one or a combination of Federal Aviation Agency-approved shops for the repair of aircraft radios or propellers or instruments and accessories for general aviation aircraft up to and including executive-type jet and helicopter. This category shall include the sale of new and/or used aircraft radios or propellers or instruments and accessories, but shall not be an exclusive right.

1) Facilities shall be approved by the Airport Manager or the City Council upon review of the proponent's application and financial capability in accordance with the Standards set forth in the Resolution.

2) The lease terms and conditions shall permit the applicant to engage only in those specific commercial aeronautical activities as he/she so states in the application. Changes in the nature of his commercial pursuits, which necessitate additional facilities or the enlargement of the original facilities, will require formal application to the Airport Manager and appropriate concurrence with the Minimum Standards.

3) All applications for facilities for special operations or combinations thereof shall be subject to all other applicable provisions of the Minimum Standards for Operations and Commercial Activities.

4) Insurance shall be required based on size and type of activity.

SECTION 9, Item K: HANGAR CONSTRUCTION AND RENTAL

Persons seeking to construct or lease structures or facilities for storing aircraft shall be required to satisfy the City Council/Mayor that:

1) The premises leased shall be kept clear of weeds and accumulation of other noxious growth of vegetation.

2) The leased premises shall be used solely for the purpose of storing aircraft and such other duly authorized activities.

3) The premises and improvements shall be maintained in good condition and appearance.

4) No signs will be placed on the structure or premises without prior approval of the Airport Manager.

5) All paving and other construction shall be permanent and fire resistant and shall be kept compatible with the design, material and landscaping of the basic structures of the Airport.

6) Detailed plans and specifications of all construction and architectural design shall require the written approval of the Airport Manager before any construction takes place.

7) Any proposed building or structure will first file for an airspacing study and be shown on an Airport Layout Plan for the approval of the FAA prior to initiation of said construction.

SECTION 9, Item L: BASIC LEASE TERMS AND CONDITIONS

It is the intention of the Airport Manager to write a lease requiring the Fixed Base Operators to provide certain services. It is also the intention of the Airport Manager that all leases be "net" leases. That is, that total costs for amortizing the investment and maintenance and administrative costs be borne by the operator. Facilities may be constructed by operators provided they meet the minimum requirements established by the City of Fayetteville and title is to be vested in the City upon completion, subject to the rights of the mortgagor.

For the purpose of maintaining and operating the Airport and providing the public facilities thereon, certain charges are made. The following lease terms and conditions outline this policy:

1) The rates or charges for aircraft parking, tie down and storage made by operators shall be determined by the operators, subject to the approval of the Airport Manager, and subject further, to the requirement that all such rates or charges shall be reasonable and be equally and fairly applied to all users of the service. All other rates and charges shall be filed with the Airport Manager.

2) All utilities are to be paid directly by the operator.

3) All building maintenance on Airport owned facilities is borne by the operator except structural repairs or repairs which are enumerated in individual lease agreements. Building maintenance on individually owned facilities shall be borne by the owner or operator.

4) Any improvements made to the leased premises, must first be approved by the Airport Manager and become the property of the Airport, unless otherwise specified, upon completion but must be maintained by the Operator.

5) Maintenance of the leased area shall be that of the operator. A certain amount of adjoining land is required to be leased as per plat drawings to be provided.

6) Maintenance of pavements constructed by the Airport will be maintained by the Airport. All others will be maintained by the operator.

7) All sublease agreements or assignments must receive prior written approval of the City Council.

8) **Lessee and Sublessee shall each be required to carry public liability insurance as well as Hangar Keeper liability (or general liability if applicable) insurance, and provide certificates of such insurance to the City. Such certificates shall reflect the City as additional insured. Such public liability insurance shall be in amounts not less than $100,000 per person bodily injury and $300,000 per accident property damage. Such Hangar Keeper or general liability insurance shall be of sufficient amount to cover the largest aircraft expected to be serviced.**

9) Operators, in their operation and use of the Airport, will not, on grounds of race, sex, color, or national origin, discriminate, or permit discrimination against any person or group of persons in any manner prohibited by the Federal Aviation Regulations or any other law.

10) Landscaping of facilities is required. Each operator will be required to provide a plan for landscaping his area to be approved by the Airport Manager and maintained by the operator in a neat, clean and aesthetically pleasing manner.

SECTION 9, Item M: CONSTRUCTION OF CORPORATE HANGARS BY OTHERS THAN THE FBO OR PRIVATE NON-CORPORATE TENANTS

The City Council recognizes the need for individual corporation hangars that would be constructed by persons other than the Fixed Base Operators. Corporations will be encouraged to obtain facilities from the Fixed Base Operators. If unable, such buildings will be permitted in specific areas, provided the following conditions are met:

1) Ground rent will be charged for the area to be leased. The entire area leased shall be developed either by paving, structures, auto parking, or landscaping.

2) Taxiway improvements to the site will be borne by the Lessee unless the area under consideration is to be developed by the Airport as a part of a government grant.

SECTION 10: AMENDMENTS TO STANDARDS AND NOTICES

The Airport Manager shall review the Standards for Operations and Commercial activities from time to time and shall recommend such revisions or amendments as shall be deemed necessary under the use circumstances surrounding the Airport to properly protect the health, safety and interest of the City and the public. Upon approval of any such amendments, the operators of commercial activities secured hereunder shall be required to conform to such amended standards.

The institution of any new or revised Local, State, Federal, FAA or EPA regulations and associated fees levied to the Airport as owner in connection with a profit oriented operation shall be passed along and borne by the operator/tenant deriving benefit from the use of the Airport's property/assets. Said new or revised regulations shall be considered necessary for the protection of the public health and welfare and not require amendment of these .

Amendments shall be included as part of the Minimum Standards and in effect immediately.

NOTICES

Notice of intent to amend the Standards as established herein shall be published in a newspaper of at least local circulation and be considered sufficient notice when printed for the public as a general notice to all citizens.

25-81

RESOLUTION NO. 25 81

A RESOLUTION ADOPTING MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES AT DRAKE FIELD.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FAYETTEVILLE, ARKANSAS:

That the Board of Directors hereby adopts the minimum standards for commercial aeronautical activities at Drake Field set out in Exhibit "A" attached hereto and made a part hereof.

CURRENT MINIMUM STANDARDS

PASSED AND APPROVED this 16th day of February, 1981.

PASSED:

John Todd
MAYOR

ATTEST:

Joan Kettel
CITY CLERK

Post-it® Fax Note 7671	Date 4-26-00	# of pages ▶ 1
To Lee	From JOAN	
Co./Dept. AIRPORT	Co. City Clerk's Office	
Phone # X-642	Phone #	
Fax # 718-7646	Fax #	

I, Joan Kettel, City Clerk and Ex-Officio Recorder for the City of Fayetteville, Arkansas, do hereby certify that the foregoing is a true and correct copy of the original record in my office and that the same appears of record in Ordinance & Resolution book No. 25, page 214. Witness my hand and seal this 11th day of March, 19 81

Joan Kettel
City Clerk and Ex-Officio Recorder

X1 214

TOTAL P.01

MINIMUM STANDARDS FOR OPERATION AND COMMERCIAL AERONAUTICAL ACTIVITIES AT FAYETTEVILLE MUNICIPAL AIRPORT FAYETTEVILLE, ARKANSAS

It being necessary to protect the public health, safety and interest at Fayetteville Municipal Airport, the following procedures and minimum standards are hereby promulgated and adopted for the use of any land or facility at said Airport.

SECTION 1: DEFINITIONS

As used herein, the following terms shall have the meaning listed:

AIR OPERATIONS AREA: -(AOA) That portion of the Airport designated for use by aircraft and including all runways, taxiways, ramps, aprons and any other areas so delineated for use by aircraft, inside the perimeter fence.

AERONAUTICAL ACTIVITY: - Shall mean any activity which involves, makes possible, or is required for the operation of aircraft or which contributes to, or is required for, the safety of such operations and shall include, but not by way of limitation, all activities commonly conducted on airports, such as charter operations, pilot training, aircraft rental, sight seeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, whether or not conducted in conjunction with other included activities, repair and maintenance of aircraft, sale of aircraft parts, sale of maintenance of aircraft accessories, radio, communication and navigation equipment and any other activity which, because of its direct relationship to the operation of aircraft, can appropriately be regarded as an "aeronautical activity".

AIRCRAFT: - Any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air.

AIRPORT: - Shall mean Fayetteville Municipal Airport, Fayetteville, Arkansas owned and operated by the City of Fayetteville as a Department.

AIRPORT BOARD: - Shall mean the five member Board, appointed by the Mayor to provide guidance for Airport Development.

AIRPORT MANAGER: - Shall mean the Manager of the Airport as designated by the City of Fayetteville or his/her designated alternate.

AIRPORT TRAFFIC AREA: - Shall be as defined in the current Federal Aviation Regulations, Part 1, and as such may be amended from time to time.

CITY COUNCIL: - Shall mean the City of Fayetteville, Arkansas, Council as duly constituted at any time.

DRIVER: - Any person who is in actual physical control of a vehicle.

MASTER PLAN: - means the scaled dimensional layout of the entire airport, indication of current and proposed usage for each identifiable segment as approved by the City of Fayetteville Council and the Federal Aviation Administration.

MINIMUM STANDARDS: - The qualifications established herein, as amended from time to time by the City Council upon recommendation of the Airport Manager, setting forth the minimum requirements to be met as a condition for the right to conduct any aeronautical activity of the Airport.

MOTOR VEHICLE: - any ground vehicle that is self-propelled.

MOVEMENT AREA: - the area which is under the direct control of the tower, it includes 500 feet perpendicular to and either side of the runway centerline, 200 feet outward from each threshold and a 118 foot area which encompasses each taxiway.

PERSON: - Any individual, firm, partnership, corporation, company or association; and including any trustee, receiver ~~of~~ OR similar representative thereof.

PILOT: - Any person who is responsible for control of an aircraft.

SECTION 2: USE OF AIRPORT RESTRICTED

No person, firm, association, corporation or entity, incorporated or otherwise, shall use the Airport for any commercial activity, unless approved by a written permit, lease agreement or Letter of Agreement from the City of Fayetteville/Airport Manager.

SECTION 3: GENERAL RULES AND REGULATIONS

The following rules and regulations shall be observed in the use, operation and conduct of or on the Airport:

FEDERAL AIR TRAFFIC RULES. The rules of the Federal Aviation Administration for aircraft operated anywhere in the United States, and presently or hereafter effective, are hereby referred to, adopted and made a part hereof as though fully set forth and incorporated herein.

SAFEGUARD OF PERSONS AND PROPERTY. The Airport Manager or his/her designated representative shall at all times have authority to take necessary and legal actions to safeguard any person, aircraft, equipment or property at the Airport.

LEASE OF AIRPORT PROPERTY. The City of Fayetteville may lease property within the building area or other portions of the Airport for the construction of hangars, buildings, aprons, taxiways and auto parking lots in accordance with the approved Airport Master Plan and Airport Layout Plan.

~~All leased property and all buildings or structures erected on the leased property will be utilized for aviation related activity only. No leases will be written for a primary period in excess of twenty (20) years.~~

Leased land from which any building, hangar, or structure is removed after due notice will be cleaned and put back in its original condition by the Lessee.

All lease requests for property on the Airport must be submitted through the Airport Manager's office. Only AFTER approval has been given by the Airport Manager may any property be subleased or assigned.

No structures may be erected beyond the building restriction line or in conflict with the approved Airport Layout Plan, unless revision are made to the Plan and approved by the FAA.

Fuel flowage fees are applicable for all fuel dispensing activities, whether commercial or private, based on the established City Ordinance, Title IX (9), chapter 91.16 currently approved and placed in effect by the City Council.

Lien for charges to enforce the payment of any charge made for repairs, routine invoicing, improvements, storage or care of any personal property, made or furnished by the City or its agents, in connection with the operation of the Airport, the City shall have a lien upon such personal property, which shall be enforceable as provided by law.

Lien possessory right will be used to enforce the payment of any such charge, the Airport Manager may retain possession of such personal property until all reasonable, customary and usual compensation shall have been paid in full.

Unauthorized signs. No signs or non-aeronautical equipment or portable buildings/house trailers may be erected, moved in or installed on the Airport property except as may be specifically authorized by the Airport Manager with the concurrence of all City, State, and Federal regulations and codes.

Airport Rescue & Fire Fighters have no longer been on the airport.

Surreptitious activities. Any person observing suspicious, unauthorized or criminal activities should report such activities immediately to the Airport Manager/staff or Police. ~~or the Airport Rescue and Fire Fighters Station.~~

Wrecked/damaged/disabled aircraft. Every owner and pilot of any aircraft damaged as a result of an accident, and each of them, shall be responsible for the prompt removal of the aircraft following release by the FAA or the National Transportation Safety Board. No aircraft in a non-airworthy condition so disabled as to give the appearance of a wrecked plane, or otherwise so damaged as to be unsightly, shall at any time be parked or tied down out of doors in public view. Such damage or disabled aircraft held for inspection or for determination of whether to be repaired, shall at all times be stored inside a hangar until such determination shall be made. Within 30 days from any determination that such disabled aircraft is to be held for salvage, it shall be permanently stored from public view in a hangar or approved enclosure. No such aircraft shall be stored on the Airport except as herein provided. Aircraft awaiting component parts such as a rudder, aileron, horizontal stabilizer or other movable surface, shall not be considered disabled or unsightly provided such waiting period does not exceed 30 days. An extension of time shall be granted by the Airport Manager if such conditions are justified. Said extension shall not be unduly withheld.

Repairs to aircraft. No aircraft~~, general aviation or commercial~~, shall be repaired on any part of the landing or take-off area, and all outside repairs shall be made at the places designated by the Airport Manager for such purpose.

Agricultural spraying operations shall not be conducted from the Airport since no facilities are available for this purpose as established by the Environmental Protection Agency.

Damage to Airport. Any person, corporate or individual, and the owner of any aircraft or vehicle causing damage of any kind to said Airport, whether through violation of any of these rules or through vandalism or any act of negligence, shall be liable therefore in and to the Airport.

Injury to person. Persons entering upon Airport grounds do so at their own risk and with no liability incurring to the Airport for any injury or damage to person or property. Further, any person desiring to use the Airport shall observe and obey all valid laws, resolutions, orders, rules and regulations promulgated and enforced by the Airport or by any authority having jurisdiction over the conduct and operation of the Airport including the FAA. It shall be incumbent upon the user/tenant to be familiar with these regulations.

Licensed pilots. Only properly registered Aircraft and persons holding current airman and medical certificates issued by the FAA shall be authorized to operate aircraft upon the Airport except as provided in this ~~Ordinance~~ Resolution. This limitation shall not apply to students in training under licensed instructors nor to public aircraft of the Federal Government or of a State, territory or political subdivision thereof, or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft.

NOTE: Use of the Airport by ultralight vehicles/motorless aircraft, shall be subject to prior approval by the Airport Manager and shall be in accordance with FAR PART 103 and any other rules set by the Airport.

Intoxicants and narcotics prohibited. No person under the influence of an intoxicant or narcotic shall operate or fly in any aircraft upon or over the Airport; provided however, such prohibition shall not apply to a passenger when accompanied by a nurse or caretaker in an aircraft apart from the pilot.

Foreign object. No foreign objects, including bottles, cans, scrap or any object that may cause damage to an aircraft shall be left upon the floor of any building or upon any part of the surface area of the Airport.

Authorized persons - Air Operations Area; responsibilities. Any person who has authority to enter the AOA and who permits an unauthorized person to accompany him or her shall be responsible for ensuring that such unauthorized person remains accompanied by an authorized person at all times while in the AOA.

Any person entering the AOA shall ensure that any gate through which entry is gained is properly closed after they enter and is to notify the Airport Manager promptly if such gate does not close properly. If vehicle access is used to enter, the vehicle operator, after proceeding through the open gate will stop, and wait until the gate is closed before proceeding to ~~their~~ his/her destination. Gate closure cycle time will be approximately 15 seconds.

Vehicular traffic operations - Air Operations Area - No person shall operate any vehicle in the AOA (Air Operations Area) unless such person is licensed to operate such vehicle on the public highways of this State, or unless such vehicle is licensed for operation on such highways or is specially authorized for operation ~~of~~ on Airport property only.

No person shall operate any vehicle on any part of the Movement Area without first obtaining permission from the Control Tower, or after its closure, advising of position and intentions by use of the Common Traffic Advisory Frequency.

Every person operating a vehicle in the AOA shall obey the lawful order, signal or direction, by voice, hand or otherwise, of the Control Tower or of any Airport staff member, Airport Rescue and Fire Fighting staff member or law enforcement officer.

No person shall operate any vehicle in the AOA unless authorized to do so by the Airport Manager or his/her designated representative. Every person operating a vehicle in the AOA shall do so in accordance with the rules and regulations promulgated by the Airport Manager.

or

No person shall operate any vehicle on any part of the AOA, in a negligent manner or while the operator is under the influence of intoxicating beverages, narcotics or any substance which could adversely affect the full and rational exercise of a driver's mental ~~and~~ physical faculties, or when the vehicle is in an unsafe condition or equipped or loaded so as to endanger persons or property or in a manner unsafe for weather or ground surface conditions.

All persons on the Movement Area shall obey the following Airport Control Tower light signals:

RED----------STOP
FLASHING RED----------CLEAR RUNWAY IMMEDIATELY
GREEN OR FLASHING GREEN----------PROCEED
ALTERNATING RED & GREEN----------USE EXTRA CAUTION
FLASHING WHITE----------RETURN TO POINT OF ORIGIN

No person shall operate any vehicle on the landing or ramp areas unless such vehicle is equipped with a two-way radio in operational condition.

All aircraft, motor vehicles and ground equipment while inside the AOA must be adequately lighted or marked with suitable reflectors during the hours of darkness or periods of reduced visibility during the daylight hours, reduced visibility is defined as any ground visibility less than 500 feet.

deleted

~~All vehicles and ground equipment making runway crossings or inside the Movement Area controlled by the Tower shall be lighted with a rotating or flashing amber beacon, the exception to this requirement would be the use of red rotating or flashing beacons on emergency response equipment.~~

All ground self-propelled vehicles except emergency equipment responding to an alarm shall yield the right-of-way to any aircraft in motion. All aircraft shall hold their positions during an emergency unless otherwise directed by the Control Tower.

Pedestrians and aircraft shall at all times have right-of way over vehicular traffic. All vehicles shall pass to the rear of taxiing

deleted → ~~At no time are vehicles allowed to drive between the Terminal Building and parked commercial aircraft.~~

or parked aircraft.

No person shall operate, park or stop any vehicle in any aircraft parking area, landing areas, ramp or taxiway except as authorized by the Airport Manager.

No person ~~that~~ WHO has not been ~~previously~~ authorized PREVIOUSLY by Airport Management to do so, shall park any vehicle or aircraft in a space adjacent to ~~their~~ HIS OR HER leased hangar area, except the occupying tenant.

No person shall operate or park any ground vehicle in any area that is not designated by the Airport Manager or other signs or markings. The operator shall comply with any directions, instructions, signs or limitations as they might apply to vehicle operations or parking of said vehicles.

No person shall operate any vehicle at speeds greater than fifteen (15) miles per hour upon any area of the AOA with the exception of the Movement Area, in which vehicles shall not operate at speeds greater than thirty five (35) miles per hour.

Emergency vehicles while on emergency runs/training and official Airport vehicles being used in the performance of official duties are excluded from this section when necessary to accomplish an emergency or official mission; however, such vehicles shall at all times be in conjunction with Control Tower instructions.

Fueling of Aircraft. Aircraft shall not be fueled while the engine is running or while in a hangar or other enclosed place.

deleted → ~~All air carrier aircraft will be positively grounded when being serviced with fuel. These aircraft being serviced by a fuel truck will be bonded to each other only after the fuel truck has been positively grounded. G A aircraft should follow this procedure if grounding rods are available.~~

All aircraft being fueled shall be clear of all hangars and structures.

All fuel trucks will be equipped, operated and maintained in accordance with the National Fire Protection Association, Incorporated, NFPA Manual 407 "Aircraft Fuel Servicing, ~~1985.~~"

Persons or aviation businesses wishing to supply and dispense aviation fuel for their private use must first apply for a permit and comply with the "Minimum Standards for Self Fuelers" before initiating their self fueling program.

Public sale of automobile gas for use in aircraft will not be permitted on the Airport.

Aviation or auto fuels will not be stored within a hangar and all fuel which is supplied to the Airport for aeronautical use will pay the applicable flowage fees as specified by City Ordinance.

Tiedown of aircraft. All aircraft not hangared shall be tied down or secured at night and during inclement weather. Aircraft owners or their agents are responsible for the tiedown or security of their aircraft, (this includes supplying their own ropes) at all times and particularly during inclement weather.

Running aircraft engines. On aircraft not equipped with adequate brakes, the engine shall not be started until and unless the wheels have been set with blocks attached to ropes or other suitable means for removing them.

No airplane will be propped, started or left running without qualified personnel at the controls.

No engine shall be started or run inside any building.

No engine shall be started, run or warmed up until, and unless the aircraft is in such position that the propeller stream or jet blast will clear all buildings and groups of people in the observation areas.

Damage to runway lights. Any person damaging any field light or fixture by operation of an aircraft or otherwise shall immediately report such damage to the Airport Manager. Persons causing damage to runway and taxiway lights, as a result of negligent operation of an aircraft or willful acts will be liable for replacement cost of the light(s) and/or fixtures.

Taxiing aircraft. No person shall taxi an aircraft until he/she has ascertained there will be no danger of collision with any person or object in the immediate area.

Aircraft will be taxied at a safe and prudent speed, and in such manner as to be at all times under the control of the pilot.

Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant is at a wing of the aircraft to assist the pilot.

There shall be no taxiing of aircraft by engine power into or out of hangars.

Parking aircraft. Unoccupied aircraft shall not be parked or tied down on or within five hundred (500) feet of the centerline of the runway. All unhoused aircraft shall be parked in the areas designated by the Airport Manager for that purpose.

Deleted

~~Aircraft will not be parked within 50 ft. of an aircraft fuel pump.~~ Aircraft will not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the Airport Manager as an emergency measure or in an unusual situation.

It is the responsibility of the pilot when leaving a parked aircraft unattended to see that the brakes are set or that the plane is properly chocked and/or tied down.

Loading/unloading of aircraft. Pilots are prohibited from loading or unloading aircraft with the engine(s) running with the exception of medical emergencies.

Authority to suspend operations. The Airport Manager may suspend or restrict any or all operations whenever such action is deemed necessary in the interest of safety.

Take-offs on apron, etc. No take-offs or landings shall be made on the apron, parking ramp or taxiway except by special permission of the Airport Manager.

Common courtesy. Aircraft entering the traffic pattern shall exercise caution and practice courtesy so as not to cause aircraft already in the pattern to deviate from their course.

Altitude and noise of engines. No aircraft shall be operated over the City of Fayetteville at an altitude of less than one thousand (1,000) feet above the ground. Aircraft engines shall not be accelerated nor decelerated while over said city in such manner as to distract, excite or disturb persons on the ground, regardless of altitude.

Parachute jumping prohibited - Parachute jumping is prohibited except when special arrangements have been made which are authorized by the Airport Manager and coordinated with the Control Tower.

Dropping or pulling of objects or banners from aircraft prohibited. No person in any airborne aircraft shall cause or permit to be thrown out, towed, discharged or dropped within the City, any object or thing, except loose water or loose sand ballast when absolutely essential to the safety of the aircraft occupants.

Special procedures. The Airport Manager may, in the interest of safety or for special events, designate special traffic procedures for certain operations, such as air shows, lighter than air operations, banner towing, ultralights, etc... Prior approval from the Airport Manager is required. This allows time for safety coordination with the controlling agency for such events.

Fire regulations. Every person going upon or using the Airport or its facilities in any manner, shall exercise the greatest care and caution to avoid and prevent fire.

Smoking or open flame within fifty (50) feet of any aircraft or fuel truck is prohibited.

Compressed flammable gas shall not be kept or stored upon the Airport, except at such place as may be designated by the Airport Manager.

No flammable substance shall be used in cleaning motors or other parts of an aircraft inside a hangar or other building.

No one shall smoke, ignite a match or lighter in any building, except in offices, waiting rooms or buildings where it is specifically permitted by the Airport Manager.

Hangar entrances shall be kept clear at all times.

The floors in all buildings shall be kept clean and free from oil. Volatile, flammable substances shall not be used for cleaning floors.

No boxes, crates, cans, bottles, paper, tall grass/weeds or other litter shall be permitted to accumulate in or about a hangar.

delete ~~Prior to being fueled, all air carrier aircraft will be positively grounded by a grounding cable which is connected to a copper, copper clad, galvanized or other approved ground rod 5/8" or greater in diameter buried to a sufficient depth to reach permanent subsoil moisture. The resistance of the ground rod should not exceed 10,000 ohms. The bonding/grounding cable shall be of flexible durable material. The grounding clip on the end of the grounding cable should be connected to bare, unpainted metal on the aircraft, however, the grounding clip should not be attached to the aircraft's propeller, landing gear or radio antennas. G-A aircraft should follow the same procedures if grounding rods are available.~~

delete ~~Where air carrier aircraft fueling is performed by a fuel truck, an adequate number of suitable grounding connections shall be provided on the aircraft apron or servicing ramp.~~

At least two 20B portable fire extinguishers will be available within 50 feet of the fuel pumps or truck where the open hose discharge capacity of the fuel pump is not more than 200 gallons per minute; at least one wheeled 80B fire extinguisher where the open hose discharge capacity is more than 200 gallons per minute, but not more than 350 gallons per minute; at least two wheeled 80B fire extinguishers where the open hose discharge capacity is greater than 350 gallons per minute.

All aviation fuel nozzles will have "dead man" controls which will shut off the fuel flow when the nozzle hand control is released. No "lock open" type nozzle shall be permitted for fueling aircraft.

Only when the pilot or crew member is on board the aircraft will a fueling operation take place while passengers are aboard. The aircraft will be unoccupied during fueling operations unless the pilot or crew member is aboard.

In all matters related to aircraft fueling safety the provisions of NFPA Manual 407 "Aircraft Fuel Servicing, 1985" published and available from the National Fire Protection Association, Incorporated, 470 Atlantic Avenue, Boston, Massachusetts 02210, shall prevail (as updated or amended from time to time).

Any fuel which becomes spilled through the fueling procedure, fuel farm loading and unloading procedure or fuel which is spilled from any portion of any aircraft is the responsibility of the owner of the aircraft or fueling agency involved. It is their responsibility to clean up the spill. The clean up procedure will conform to those set forth by the Department of Pollution Control and Ecology and all other City, State and Federal guidelines. Under no circumstances is fuel to be "washed down", but instead it shall be absorbed with an approved material and disposed of in the manner specified by City, State and Federal guidelines. All costs of such clean ups shall be borne by the owner/company/tenant involved.

NOTE: The Airport Manager is authorized to exclude from the Airport, permanently or for a limited time, any vehicle violating any of these regulations. In addition, the exclusion can be extended to any other vehicle belonging to the same owner or operated by the same operator.

~~De-ice materials storage: Prior to the winter season each year, any air carrier or aircraft operator who intends to utilize any type of de-icing chemical shall advise the Airport Manager in writing in regard to the type and amount ordered, (the amount should be kept to operational minimums). The Airport Manager shall designate the site where said material shall be stored in concurrence with the Fire Department. Certain types of chemicals are disallowed from use at this facility. All material delivered shall be marked in large painted letters which designate the owner of the chemical and type. Under no circumstances shall Airport Staff be involved with the loading, unloading or repositioning of said material. All empty barrels are the property of the carrier/operator and shall be promptly removed from the premises.~~

Delete

Aircraft painting: Aircraft painting is prohibited in all buildings except those approved as paint shops. All such facilities will

abide by all local, City, State and Federal regulations in place and as amended from time to time by the governing bodies. Any violations and subsequent fines/fees which may be levied shall be borne by the party involved in the violation.

Resolution

Knowledge of rules implied. By publication of this ~~Ordinance~~ as required by law, all persons will be deemed to have knowledge of its contents. However, the Airport Manager is directed to have copies of the ~~Ordinance~~ printed and available to all persons requesting such a copy. Copies will be available at all times in the Manager's office, and copies will be furnished to owners and operators of aircraft based on the Airport.

Resolution

Conflict in rules. If and where there is conflict in these and the Federal Aviation Rules (FARs) the latter shall prevail.

Resolution

SECTION 4: PENALTIES

Penalty for violation. Any person operating or handling an aircraft in violation of any of these rules or refusing to comply herewith, may, at once, be ejected from the Airport, or may for any period of time, not exceeding fifteen (15) days, be denied use of the Airport by the Airport Manager. When extreme circumstances or conditions exist, said violator may be deprived of the further use of the Airport and its facilities for such period of time as may appear necessary for the protection of life and property.

Any violation of these Standards, as adopted by ordinance, shall be subject to all applicable laws of the City of Fayetteville Police and Fire Departments and punishable by fine. This section is cumulative of all other penalties for violation of Federal, State and Local laws, rules, regulations and ordinances.

Prosecution for an offense under this ordinance does not prevent the use of other enforcement remedies or procedures, including administrative measures applicable to the person charged with the conduct involved in the offense.

If any provision of this ordinance is held insufficient as the basis of criminal prosecution as provided herein, the same shall nevertheless be a ground for revocation or suspension of any license, permit or privilege issued under this ordinance.

For any violation hereof, a law enforcement officer or other appropriate enforcement official may require the person cited to sign a written or printed notice to appear in court. If the person cited signs such notice, the officer or other appropriate official

may permit the person to proceed without further detaining him/her at that time. Signing the notice shall not be an admission of guilt.

Refusal of the person cited to sign the notice, or failure after signing the notice to appear in court as required, shall be grounds for suspending a license/permit or other privileges at the Airport.

Nothing in this article shall prevent the issuance of a warrant of arrest on the same charge, and trial and conviction thereon as in other cases.

The Manager may request any person committing a violation to cease said activity or leave the Airport, and may eject any person who fails to comply with such request.

In any case in which the Federal Aviation Administration, the Department of Pollution Control and Ecology or the Environmental Protection Agency or any other governing agency assesses a civil penalty against the Airport for any Federal/State/Local Regulation violation, the City of Fayetteville shall be reimbursed by the person whose act, or failure to act, caused the violation resulting in the civil penalty or by the person whose employee, agent, servant or independent contractor caused the violation resulting in the civil penalty. This shall be the analogues with concern to any other penalty caused by the person whose act or failure to act causes a violation.

Resolution

Termination of permits/leases/contracts: Any person, who continues to violate the regulations as established in this ~~Ordinance~~ shall forfeit ~~their~~ His or Her rights to the use of the facilities. Issuance of multiple citations or warnings for violations in a 12 month period will be deemed as a basis for conducting a review of the operator/tenant/contractor by the City of Fayetteville. Judgments made based on this review shall be considered binding and cause for termination for their permit/lease/contract.

Resolution

Saving clause. Should any part of this ~~Ordinance~~ be invalid or unconstitutional, no other part shall necessarily be affected thereby.

SECTION 5: APPLICATIONS

Any person, firm or corporation desiring to enter into any form of commercial ~~aeronautical~~ activity of any nature upon the premises of the Fayetteville Municipal Airport shall first obtain permission from the Airport Manager. Each application shall be made in writing and filed with the Airport Manager, setting forth in detail the following information.

a. The name and address of the applicant, to include all owners of the company.

b. The proposed services/business the applicant will offer/operate.

c. The names and qualifications of the persons to be involved in conducting such activity.

d. The amount of land/facility or proposed building to be involved in the activity.

e. The tools, equipment, services and inventory, if any, proposed to be furnished in connection with such activity.

f. The number of persons to be employed.

g. The hours of proposed operation.

h. The number of aircraft, if any, applicant will provide.

i. The requested or proposed date for commencement of the activity and the term of conducting the same;

j. The estimated cost of any structure or facility to be furnished, or proposed rental of an existing facility, the proposed specifications for same, and the means or method of financing such construction or acquisition of facilities.

k. The specific types and amounts of insurance coverage applicant will provide and maintain.

SECTION 6: NOTICE

Upon the filing of such an application with the Airport Manager, and provided it meets the requirements set forth in Section 5, it shall be referred to the Mayor and the Airport Board with any recommendations that Airport Staff deem necessary.

Any like business, already in operation shall be notified by first class mail of any application which would incorporate a duplication of a business currently in operation/existence.

SECTION 7: LEASE/CONTRACT/PERMIT

Upon approval of any such application as submitted or modified, the Airport Manager shall cause to be prepared a suitable lease/contract/permit setting forth the terms and conditions of the land/facility to be utilized or built, which lease/contract/permit shall in every instance be conditioned upon:

(a) Original and continued compliance with the Standards required for each particular aeronautical activity approved; shall refer and incorporate these Standards by reference;

(b) That any structure or facility to be constructed or placed upon said Airport shall be constructed in a manner to conform to all safety regulations of the state of Arkansas, the City of Fayetteville, the FAA and any other governmental entity having regulatory authority in connection therewith, and shall be in compliance with the requirements of current building codes and fire regulations of the City of Fayetteville; and that any construction once commenced will be diligently prosecuted to completion.

(c) Shall reserve the right in the City Council to modify or add to the Standards for operation ~~of aeronautical activities~~ at the Airport.

~~SECTION 8: PERMITS FOR AERONAUTICAL ACTIVITIES~~

~~Due to increased aviation activity at Fayetteville Municipal Airport, it is felt a more accurate accounting of airport based (leasing space under individual hangar lease-not as a commercial operator) independent businesses operating without direct commercial leases is necessary to protect the public safety and interest.~~

~~1) An application shall be filed with the Airport Manager and if acceptable, forwarded to the Mayor and Airport Board for approval.~~

~~2) The applicant shall comply with all City, State, and Federal regulations in regard to the activity they have requested to pursue. This includes keeping all applicable Certificates, Licenses and insurance required by the section of the Standard that references their activity current at all times while such operations occurring at the Airport.~~

~~3) Such insurance shall be kept current at all times by the operator until such time as the operators permit is relinquished or canceled.~~

Delete whole section

~~4) The applicant may not enter into or perform any activity other than that which was proposed by their application.~~

~~5) The permit, if approved, shall be in full force and effect until it is relinquished or canceled.~~

~~6) If for any reason the applicant should cease operation, the permit issued is not to be assigned or transferred nor is any portion of the fee refundable.~~

~~7) A $50.00 per year permit fee will be payable upon approval of a permit application in accordance with number 5 of this section. This fee will be placed in the Airport Fund to offset the cost of permit administration and Airport operations.~~

~~8) Failure to comply or pay assessed fees shall be considered a violation of this ordinance and shall be considered just cause for the cessation of the applicant's right to conduct the activity initiated at the Airport.~~

SECTION 9: STANDARD REQUIREMENTS FOR ALL ~~AERONAUTICAL~~ COMMERCIAL ACTIVITIES

Each applicant for permission to conduct commercial ~~aeronautical~~ activities at the Airport shall satisfy the Airport Manager of the following:

(a) That such applicant has a history of management and personnel ability ~~on~~ in conducting the same or similar, or comparable type of service or activity in a good and workmanlike manner;

(b) That such applicant have the financial responsibility and ability to provide facilities and services proposed;

(c) That the applicant has or can reasonably secure necessary certificates from the FAA or other authority where the same are required for the activity proposed;

(d) That the applicant has or can furnish suitable indemnity insurance or bond to protect and hold the City harmless from any liability in connection with the conduct of the activity proposed.

(e) That such applicant can and will at all times meet standards of all Local, State and Federal bodies having regulatory authority over the Airport and the applicant;

(f) That such applicant will maintain his exclusively leased area in an adequate manner at all times, subject to the approval of the Airport Manager and where applicable, such

maintenance shall include landscape maintenance and assurance of safe operation conditions;

(g) That the applicant shall have in his employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner. In addition, these employees will wear appropriate garments;

(h) The applicant shall operate in a moral and ethical manner at all times. This shall constitute behavior which does not infringe on the rights or property of others and conducting all aspects of business in a fashion which shows due trust to the public. The business shall operate and conduct itself in a manner reflecting the moral principles acceptable to society as a whole;

(i) Each commercial operator shall agree to indemnify and hold harmless the City of Fayetteville of and from any claims of liability for personal injury, death, or property damage resulting from ~~it's~~ its operation at the Airport;

(j) No person shall engage in any ~~aeronautical~~ COMMERCIAL activity for furnishing services to the public at the Airport unless:

1. Said service is furnished on a fair, equal and nondiscriminatory basis to all users thereof, and

2. Fair, reasonable and non - discriminatory prices are charged for each unit of sale or service, provided that reasonable and non - discriminatory discounts, rebates or other similar types of price reduction may be made to volume purchasers.

(k) At all times, the operator will comply with all Local, State, Federal, FAA and EPA regulations and requirements. Any associated fees levied to the Airport as owner in connection with a profit oriented operation shall be passed along and borne by the operator/tenant deriving benefit from the use of the Airport's property/assets.

In considering every application for establishing commercial ~~aeronautical~~ activities, the Airport Manager shall give due consideration to each applicant without regard to race, sex, national origin or any unjust discrimination.

SECTION 10: STANDARDS FOR SPECIFIC ACTIVITIES

A. Fuel and Oil Sales

B. Multiple Aeronautical Service Providers/ Combination Activities (Full Service FBO's)

C. Aircraft Charter and Taxi Service

D. Aircraft Engine, Airframe and Accessory Sales and Maintenance

E. Aircraft Rental and Sales

F. Flight Training

G. Crop Dusting and Spraying

H. Avionics Sales and Maintenance

Deleted

~~I. Baggage and Freight Handlers~~

~~J. Ground Transportation Policy~~

I. Non-Public Fueling

J. Specialized Services

K. Hangar Construction and Rental

L. Basic Lease Terms and Conditions

M. Construction of Corporate Hangars by Others than the Fixed Base Operator

NOTE: An FBO may be defined loosely as any person, firm, or corporation performing any function or activity which involves, or makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. The City may wish to advertise for a multiple service FBO and accept proposals from only those willing to furnish certain specified services, but the City may not refuse to negotiate with others who wish to provide a lesser number of services so long as land/space is available to conduct such activities.

A: FUEL AND OIL SALES

In addition to meeting all requirements of this Standard, every person conducting the following specific activities shall meet the additional requirements as hereinafter set out:

Persons conducting aviation fuel and oil sales on the Airport shall be required to provide:

1) Electric pumps and storage tanks having a capacity equal to the minimum tank truck load deliverable for each grade of fuel which has been approved by the Airport Manager. Mobile and fixed pumping equipment must have reliable metering devices, be certified by the State Bureau of Standards at least once a year and must comply with all City, State and Federal regulations and guidelines.

2) Shall provide properly trained, and uniformed line personnel on duty at least eight hours of every calendar day, or as required by the activity level projected seven days a week, (upon approval of the Airport Manager) and on call by readily accessible means at other hours during the day or night.

3) The ability to perform minor repairs coupled with the requirement of proper tools, jacks, towing equipment and tire repair equipment necessary to service the types of aircraft expected to utilize the Airport on a regular basis; proper equipment for changing engine oil, towing, washing aircraft and aircraft windows and windshields, for recharging or energizing discharged aircraft batteries and starters.

4) Shall provide conveniently located heated and air conditioned lounge or waiting rooms for passengers, and airplane crews of itinerant aircraft together with sanitary rest rooms and public telephones.

5) Shall provide adequate towing equipment and parking and tiedown area to safely and efficiently move aircraft and store them in all reasonable expected weather conditions.

6) Shall maintain adequate inventory of at least two brands of generally accepted grades of aviation engine oil and lubricants.

7) In conducting refueling operations, every operator shall install and use adequate grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved in refueling and servicing aircraft. The operator shall be required to have fueling personnel participate in fire, rescue or other

emergency training when provided by the Fayetteville Fire Department or the Airport Staff and as required by FAR 139.

8) Shall provide for the adequate and sanitary handling and disposal, in accordance with State and Federal standards, away from the Airport, of all trash, waste, and other materials, including but not limited to used oils, solvents and other waste materials. The piling or storage of crates, boxes, barrels, and other containers will not be permitted within the leased premises.

9) The operator must provide all security items required by Part 107 of the Federal Air Regulations and the Airport Security Plan.

B. MULTIPLE SERVICE PROVIDERS/COMBINATION ACTIVITIES

At least one fixed base operator at Fayetteville Municipal Airport shall perform the services and meet the requirements prescribed by the following sections:

A. Fuel and oil sales;

B. Aircraft charter and taxi service;

C. Aircraft engine, airframe and accessory sales and maintenance;

D. Aircraft rental and sales; and

E. Flight training.

This is not to be construed as an exclusive right. No person shall be prohibited from the service and maintenance of ~~their~~ His or her own aircraft and equipment, as long as this service or maintenance complies with all regulations set forth in this document and the applicable State, Local and Federal regulations.

Said Fixed Base Operator shall abide by all rules, regulations and operating practices set forth by these Standards, and all City, State and Federal regulations incorporated by reference herein and all specific terms as provided in their Lease agreement.

Insurance minimums for a Fixed Base Operation shall be set at $2,000,000 Hangar Keepers Liability and Public Liability Insurance with the City of Fayetteville listed as an additional insured. This can be adjusted from time to time commensurate with activity levels and Airport usage, (coverage may increase dependent on type and number of aircraft serviced at any one time).

C. AIRCRAFT CHARTER AND TAXI SERVICE

Persons operating aircraft charter and taxi service shall provide:

1) Passenger lounge, rest room and telephone facilities.

2) Adequate table, desk or counter for checking in passengers, handling ticketing or fare collection, and the proper handling of luggage.

3) Shall have available properly certificated suitable aircraft with properly certificated and qualified operating crew, one of which shall be located at the Airport and on an "on call" basis as may be necessary for on demand charter.

4) Insurance coverage shall be required in the following amounts or in amounts as may be considered reasonable based on a case by case review of proposed activity:

AIRCRAFT LIABILITY:

Bodily injury	$500,000 each person $1,000,000 each accident
Property damage	$500,000 each accident
Passenger Liability	$500,000 each passenger

COMPREHENSIVE PUBLIC LIABILITY AND PROPERTY DAMAGE

Bodily injury	$500,000 each person $1,000,000 each accident
Property damage	$500,000 each accident

5) Such insurance shall be kept current at all times by the operator until such time as the operators permit is relinquished or canceled.

6) All current licenses and certificates issued by the F.A.A. for use in this particular operation shall be kept current at all times by the operator until such time as the operators permit is relinquished or canceled.

D. AIRCRAFT RENTAL AND SALES

Persons conducting aircraft rental and sales activity shall provide:

1) Suitable space for consummating sales and/or rentals and the keeping of the proper records in connection therewith.

2) Hangar storage space for at least one aircraft to be used for sales or rental.

3) For rental, at least one airworthy aircraft suitably maintained and certificated.

4) For sales activity of a new aircraft, a sales or distributorship franchise from a recognized aircraft manufacturer of new aircraft and at least one demonstrator model of such aircraft.

5) Adequate facilities for servicing and repairing the aircraft or satisfactory arrangements with other operations licensed by the Airport/Mayor on the Airport for such service and repair.

6) There shall be available, at least during eight hours of the working day, a properly certificated pilot capable of demonstrating new aircraft for sale. Current medical and airmans certificate checks are required prior to the rental of any aircraft.

7) The minimum stock of readily expendable spare parts, or adequate arrangements for securing spare parts, within a reasonable time, required for the type of aircraft and models sold.

8) Current up-to-date specifications and price lists for types and models of new aircraft sold.

9) Proper check lists and operating manuals on all aircraft rented and adequate parts catalogue and service manual on new aircraft sold.

10) All current licenses and certificates issued by the F.A.A. for use in this particular operation shall be kept current at all times by the operator until such time as the operators permit is relinquished or canceled.

11) Insurance coverage shall be required in the following amounts or in amounts as may be considered reasonable based on a case by case review of proposed activity:

AIRCRAFT LIABILITY:

Bodily injury	$500,000 each person $1,000,000 each accident
Property damage	$500,000 each accident
Passenger Liability	$500,000 each passenger

COMPREHENSIVE PUBLIC LIABILITY AND PROPERTY DAMAGE

Bodily injury	$500,000 each person $1,000,000 each accident
Property damage	$500,000 each accident

12) Such insurance shall be kept current at all times by the operator until such time as the operators permit is relinquished or canceled.

E. AIRCRAFT ENGINE, AIRFRAME, ACCESSORY SALES AND MAINTENANCE

All persons operating aircraft engine, airframe and accessory maintenance facilities to the public for hire shall provide:

1) In case of airframe or engine repairs, sufficient hangar space to house any aircraft upon which such service is being performed.

2) Suitable inside and outside storage space for aircraft awaiting repair or maintenance or delivery after repair and maintenance have been completed.

3) Adequate shop space to house the equipment and machine tools, jacks, lifts and testing equipment to perform top overhauls as required for FAA certification and repair of parts not needing replacement on all single engine land and light multi-engine land general aviation aircraft.

4) At least one FAA certified air frame and power plant mechanic available during eight hours of the day, five days per week and on an "on call" basis as needed.

5) Facilities for washing, cleaning, and waxing aircraft if operator engages in said business.

6) Suitable equipment (i.e. tractors, tow bars, jacks, dollies, and other equipment as might be needed to remove the largest type of aircraft that normally could be expected) to promptly remove from the landing area any disabled aircraft as soon as permitted.

7) All current licenses and certificates issued by the F.A.A. for use in this particular operation shall be kept current at all times by the operator until such time as the operators permit is relinquished or canceled.

8) Insurance requirements shall be established on a case by case basis, contingent on the size of each operation. In no instance shall the minimum insurance be less than the following amounts:

COMPREHENSIVE PUBLIC LIABILITY AND PROPERTY DAMAGE

Bodily injury	$500,000 each person $1,000,000 each accident
Property damage	$500,000 each accident
Hangar Keepers (coverage depends on type and number of aircraft serviced at any one time)	$1,000,000 each accident

Such insurance shall be kept current at all times by the operator until such time as the operators permit is relinquished or canceled.

F. FLIGHT TRAINING

All persons conducting flight training activities shall provide:

1) All required F.A.A. certifications and licenses as appropriate for the training which is proposed, i.e. single-engine, multi-engine, instrument rating, private license or commercial license.

All current licenses and certificates issued by the F.A.A. for use in this particular operation shall be kept current at all times by the operator until such time as the operators permit is relinquished or canceled.

2) A listing of the types of aircraft as may be required to give flight instruction.

3) Adequate office and classroom space for at least five students ~~with~~ AND proper rest room facilities.

4) Adequate mock-ups, pictures, slides, film strips or other visual aids necessary to provide proper ground school instruction, (instruction which will allow for passing the written portion of airman training).

5) Insurance coverage shall be required in the following amounts or in amounts as may be considered reasonable based on a case by case review of the proposed activity:

AIRCRAFT LIABILITY:

Bodily injury	$500,000 each person $1,000,000 each accident
Property damage	$500,000 each accident
Passenger Liability	$500,000 each passenger

STUDENT AND RENTER PILOT COVERAGE
COMPREHENSIVE PUBLIC LIABILITY AND PROPERTY DAMAGE

Bodily injury	$500,000 each person $1,000,000 each accident
Property damage	$500,000 each accident

6) Such insurance shall be kept current at all times by the operator until such time as the operators permit is relinquished or canceled.

G. CROP DUSTING AND SPRAYING

Persons seeking to conduct crop dusting or spraying of agricultural chemicals shall be permitted to refuel planes at Fayetteville Municipal Airport, however, storage or transfer of agricultural chemicals at the Airport is prohibited due to lack of adequate facilities which meet EPA standards.

H. AVIONICS SALES AND MAINTENANCE

All persons conducting maintenance and sales of avionics equipment shall provide:

1) Suitable office space for operating and conducting sales and/or maintenance and the keeping of proper records in connection therewith.

2) Adequate facilities for servicing, repairing and sales of avionics equipment or satisfactory arrangements with other operators licensed by the Mayor on the Airport for such service, sales and repairs.

3) There shall be available, at least during eight hours of the working day, a properly certificated service person capable of demonstrating equipment for sale to the public and for repairing or servicing of avionics equipment.

4) The minimum stock of readily expendable spare parts, or adequate arrangements for securing spare parts within a reasonable time, required for the types of avionics supplied and sold.

5) Current up-to-date specifications and price lists for types and models of avionics supplied, sold, or repaired.

6) Proper check lists and operating manuals on all radio/navigational equipment sold or repaired and adequate parts catalogued and stocked.

7) Any signs to be placed on Airport property shall be in compliance with all City of Fayetteville codes and ordinances and then be approved by Airport Management.

8) Insurance requirements shall be established on a case by case basis, contingent on the size of each operation. The minimum base coverage follows:

INSURANCE COVERAGE:

Hangar Keepers Liability	$1,000,000 each accident
Products Liability	$1,000,000 each accident

NOTE: Insurance coverage limits shall reflect appropriate amount based on risk exposure.

COMPREHENSIVE PUBLIC LIABILITY AND PROPERTY DAMAGE

Bodily injury	$500,000 each person
	$1,000,000 each accident
Property damage	$500,000 each accident

Such insurance shall be kept current at all times by the operator until such time as the operators permit is relinquished or canceled.

9) All current licenses and certificates issued by the F.A.A. for use in this particular operation shall be kept current at all times by the operator until such time as the operators permit is relinquished or canceled.

~~I. BAGGAGE AND FREIGHT HANDLERS~~

~~All persons conducting baggage/freight handling services shall provide:~~

~~1) Adequate counter space for customer pick-up and baggage handling (unless just a delivery service is operated).~~

~~2) Properly licensed drivers for delivery services and support operations, one of which shall be located at the Airport (unless just a delivery service is operated), and available during at least eight hours a day, and on standby at other times, available within two hours notice.~~

~~3) Suitable inside storage space to accommodate baggage and freight until pick-up or delivery can be made.~~

~~4) Properly licensed and operated delivery vehicles carrying insurance minimums of $25,000 for personal injury or death of any person in any one accident, the minimum sum of $50,000 for~~

~~personal injury or death of two or more persons in any one accident, and a minimum of $15,000 covering property damage.~~

~~5) Any signs to be placed on Airport property shall be in compliance with all City of Fayetteville codes and ordinances and then be approved by Airport Management.~~

~~6) Minimums of insurance shall be maintained in force at all times to cover contents, if applicable, and public liability coverage. This shall be a combined single limit, bodily injury and property damage coverage, in the amount of $100,000.~~

~~Such insurance shall be kept current at all times by the operator until such time as the operators permit is relinquished or canceled.~~

~~7) All vehicle parking will conform to the area designated by the Airport Manager, which shall conform to the existing City ordinances.~~

~~8) Access to the Airport Operations Area is restricted unless prior approval of personnel and vehicles has been requested and granted by Airport Management.~~

~~J. GROUND TRANSPORTATION POLICY~~

~~All persons conducting any business which shall require routine use of Airport roadways and parking areas shall apply for a ground transportation permit or execute a Letter of Agreement prior to the initiation of these activities.~~

~~1) Persons who have in place an existing lease agreement or business operators permit are exempted from this policy.~~

~~2) This policy does not supersede any City ordinance that currently exists for the usage of roadways and parking areas at the Airport.~~

~~3) The use of the roadway and parking areas shall be incidental to the business being operated, i.e., passenger pick-up and delivery service to hotels, etc...~~

~~4) The Letter of Agreement once executed shall not be canceled until such time as the business discontinues operation or the Standards are further modified regarding this section.~~

~~5) Executing a Letter of Agreement or issuance of the permit does not allow parking for longer than the posted time allowable by City ordinance, or in areas other than those intended for that purpose.~~

~~6) Executing the Letter of Agreement or issuance of the permit does not include the parking of courtesy vehicles to meet flights on a scheduled basis. The courtesy vehicle is permitted only to pick-up on call, or a pre-arranged basis.~~

~~7) Persons operating vehicles on Airport roadways and parking areas shall hold the proper licenses for the operation of the vehicle they are operating, and said vehicle shall be properly insured and maintained in good and safe operating condition.~~

~~8) There shall a $25 annual charge for a Letter of Agreement. The fee for a permit shall be $25.00 and is to be issued on a pro-rata annualized basis. All permits shall be renewed in December for the following year.~~

~~9) Businesses utilizing the Airport roadways and parking for their primary business purpose, i.e. car rental to the public, who do not have a direct lease and do not operate out of the Commercial Terminal Building shall be required to apply for a business operators permit. In the case of car rental agencies, limousines and shuttle services, a 10% of gross revenues user fee shall be required to be remitted on a monthly basis for all Airport related revenue generated through operation on said business. The City of Fayetteville Council may establish other business rates at the recommendation of the Airport Board.~~

~~Gross receipts shall be verified by an independent annual audit and verified through additional comparisons of State and Federal tax reporting documents as required by the Airport Manager.~~

I. NON-PUBLIC FUELING

Any non-public fueling of aircraft shall be in compliance with the Minimum Standards for Non-Public Self-Fuelers requirements approved by the FAA for Fayetteville Municipal Airport. A copy of these standards and a permit may be obtained from the Airport Manager.

J. SPECIALIZED SERVICES

A specialized aircraft repair service operator is a person engaged in a business capable of providing one or a combination of Federal Aviation Agency-approved shops for the repair of aircraft radios or propellers or instruments and accessories for general aviation aircraft up to and including executive-type jet and helicopter. This category shall include the sale of new and/or used aircraft radios or propellers or instruments and accessories, but shall not be an exclusive right.

~~1) Specialty shops such as engine overhaul, accessory overhaul, prop shops, instrument shops, etc., are encouraged to be tenants of a Fixed Base Operator. However, special requirements for shop or hangar facilities will be studied by the Airport Manager on an individual basis. Such facilities shall meet the general Standard requirements.~~

delete

~~2) The City of Fayetteville recognizes the need for hangar, shop and/or office facilities at general aviation airports only for individuals wishing to conduct specific aeronautical activities or combinations of speeific aetivities such as flight training schools, aircraft charter and taxi service, aircraft engine and airframe maintenance, aircraft sales, aerial photography and other similar activities. The City further recognizes that these individuals do not wish to offer a full line of services most usually offered by the full service Fixed Base Operator. These individuals will be encouraged to obtain facilities from the Fixed Base Operators. If suitable facilities cannot be obtained in that manner, hangar, shop and/or office facilities may be permitted in specific areas designated by the Airport Manager provided the following conditions are met:~~

delete

(1) Facilities shall be approved by the Airport Manager or the City Council upon review of the proponents application and financial capability in accordance with the Standards set forth in the ~~ordinance.~~ Resolution

(2) The lease terms and conditions shall permit the applicant to engage only in those specific commercial aeronautical activities as he/she so states in the application. Changes in the nature of his commercial pursuits, which necessitate additional facilities or the enlargement of the original facilities, will require formal application to the Airport Manager and appropriate concurrence with the Minimum Standards.

(3) All applications for facilities for special operations or combinations thereof shall be subject to all other applicable provisions of the Minimum Standards for Operations and Commercial ~~Aeronautical~~ Activities.

(4) Insurance shall be required based on size and type of activity.

K. HANGAR CONSTRUCTION AND RENTAL

Persons seeking to construct or lease structures or facilities for storing aircraft shall be required to satisfy the City Council/Mayor that:

1) The premises leased shall be kept clear of weeds and accumulation of other noxious growth of vegetation.

2) The leased premises shall be used solely for the purpose of storing aircraft and such other duly authorized activities.

3) The premises and improvements shall be maintained in good condition and appearance.

4) No signs will be placed on the structure or premises without prior approval of the Airport Manager.

5) All paving and other construction shall be permanent and fire resistant and shall be kept compatible with the design, material and landscaping of the basic structures of the Airport.

6) Detailed plans and specifications of all construction and architectural design shall require the written approval of the Airport Manager before any construction takes place.

7) Any proposed building or structure will first file for an airspacing study and be shown on an Airport Layout Plan for the approval of the FAA prior to initiation of said construction.

BASIC LEASE TERMS AND CONDITIONS

It is the intention of the Airport Manager to write a lease requiring the Fixed Base Operators to provide certain services. It is also the intention of the Airport Manager that all leases be "net" leases. That is, that total costs for amortizing the investment and maintenance and administrative costs be borne by the operator. ~~Hangars~~ may be constructed by operators provided they meet the minimum requirements established by the City of Fayetteville and title is to be vested in the City upon completion, subject to the rights of the mortgagor.

facilities

For the purpose of maintaining and operating the Airport and providing the public facilities thereon, certain charges are made. The following lease terms and conditions outline this policy:

1) The rates or charges for aircraft parking, tie down and storage made by operators shall be determined by the operators, subject to the approval of the Airport Manager, and subject further, to the requirement that all such rates or charges shall be reasonable and be equally and fairly applied to all users of the service. All other rates and charges shall be filed with the Airport Manager.

2) All utilities are to be paid directly by the operator.

3) All building maintenance on Airport owned facilities is borne by the operator except structural repairs or repairs which are enumerated in individual lease agreements. Building maintenance on individually owned facilities shall be borne by the owner or operator.

4) Any improvements made to the leased premises, must first be approved by the Airport Manager and become the property of the Airport, unless otherwise specified, upon completion but must be maintained by the Operator.

5) Maintenance of the leased area shall be that of the operator. A certain amount of adjoining land is required to be leased as per plat drawings to be provided.

6) Maintenance of pavements constructed by the Airport will be maintained by the Airport. All others will be maintained by the operator.

7) All sublease agreements or assignments must receive prior written approval of the City Council.

8) Lessee and Sublessee shall each be required to carry public liability insurance as well as Hangar Keeper liability (or general liability if applicable), insurance and provide certificates of such insurance to the City. Such certificates shall reflect the City as additional insured. Such public liability insurance shall be in amounts not less than $100,000 per person bodily injury and $300,000 per accident property damage. Such Hangar Keeper or general liability insurance shall be of sufficient amount to cover the largest aircraft expected to be serviced.

9) Operators, in their operation and use of the Airport, will not, on grounds of race, sex, color, or national origin, discriminate, or permit discrimination against any person or group of persons in any manner prohibited by the Federal Aviation Regulations or any other law.

10) Landscaping of facilities is required. Each operator will be required to provide a plan for landscaping his area to be approved by the Airport Manager and maintained by the operator in a neat, clean and aesthetically pleasing manner.

M. CONSTRUCTION OF CORPORATE HANGARS BY OTHERS THAN THE FBO OR PRIVATE NON - CORPORATE TENANTS

The City Council recognizes the need for individual corporation hangars that would be constructed by persons other than the Fixed

Base Operators. Corporations will be encouraged to obtain facilities from the Fixed Base Operators. If unable, such buildings will be permitted in specific areas, provided ~~no commercial activities are conducted on the premises and~~ the following conditions are met:

1) Ground rent will be charged for the area to be leased. The entire area leased shall be developed either by paving, structures, auto parking, or landscaping.

2) Taxiway improvements to the site will be borne by the ~~proponent~~ lessee unless the area under consideration is to be developed by the Airport as a part of a government grant.

~~SECTION 11: PRINTED MATERIALS DISTRIBUTION POLICY~~

deleted

~~It is the intent of the Airport to serve the public in the most cost effective, equitable, efficient, and safest manner possible. In order to be fair to persons who pay for advertising space in the terminal, and since sufficient space is available for rental to the public, it has been deemed appropriate to authorize advertising only in this space. This policy insures fairness to all advertisers by assessing fees for the space available, does away with the required maintenance by staff of picking up discarded and blown materials left on site, and best utilizes the very limited space needed for seating of airport users.~~

~~Persons who wish to distribute material of a religious nature must be afforded that opportunity in accordance with the First Amendment. The following one page application and guidelines are to be utilized by persons who wish to distribute printed material on site. This material will only be distribute by the person so indicated in the applications and only in approved areas, at times so approved by the Airport Manager.~~

~~The application for permission to distribute printed material is on the following page.~~

~~Should you have any questions regarding the policy, contact the Airport Manager's Office.~~

will be removed by the adoption of the new Minimum Standards

RECEIVED JUN 2 1993

RESOLUTION NO. 50-93

A RESOLUTION ACCEPTING AN AMENDMENT TO THE MINIMUM STANDARDS FOR OPERATION AND COMMERCIAL AERONAUTICAL ACTIVITIES DELETING SECTION 11 ON PAGES 32 AND 33, THE PRINTED MATERIALS DISTRIBUTION POLICY.

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

Section 1. That acceptance of an amendment to the Minimum Standards For Operation and Commercial Aeronautical Activities deleting Section 11 on pages 32 and 33 the Printed Materials Distribution Policy used for operation of the Fayetteville Municipal Airport. A copy of the amended policy is attached hereto marked Exhibit "A" and made a part hereof.

PASSED AND APPROVED this 18th day of May, 1993.

APPROVED:

By: Fred Hanna
Fred Hanna, Mayor

ATTEST:

By: Sherry L. Thomas
Sherry L. Thomas, City Clerk

KUTAK ROCK LLP

SUITE 1100
425 WEST CAPITOL AVENUE
LITTLE ROCK, ARKANSAS 72201-3409

501-975-3000
FACSIMILE 501-975-3001

www.kutakrock.com

ATLANTA
DENVER
KANSAS CITY
LINCOLN
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OMAHA
PASADENA
RICHMOND
SCOTTSDALE
WASHINGTON

June 5, 2000

Honorable Fred Hanna
City of Fayetteville, Arkansas
113 W. Mountain
Fayetteville, AR 72701

Re: City of Fayetteville, Arkansas – Wastewater Treatment Improvement Financing

Dear Mayor Hanna:

The purpose of this engagement letter is to set forth certain matters concerning the services we expect to perform as counsel to the City of Fayetteville, Arkansas (the "City") in connection with the proposed financing by the City of various wastewater treatment improvements, including the construction of a new wastewater treatment facility (the "Project"). We understand that the Project may be financed utilizing various structures and revenue sources. You have informed us that portions of the Project may be financed using (i) the proceeds of tax-exempt bonds issued by the City and secured by water and sewer revenues and/or sales and use tax revenues, (ii) loans to the City from the Arkansas Department of Environmental Quality secured by water and sewer revenues and/or sales and use tax revenues, and (iii) the proceeds of a special sales and use tax of limited duration to be adopted by the voters of the City. We further understand that it is the City's present intent to finance the Project in stages during the years 2001-2004.

SCOPE OF ENGAGEMENT

(a) Where the issuance of the City's bonds (the "Bonds") occurs in connection with this engagement, we would serve as bond counsel ("Bond Counsel") to the City and would expect to perform the following duties for each such issuance:

(1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and Arkansas income tax purposes;

(2) Prepare and review resolutions, ordinances, documents and certificates necessary or appropriate to the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such resolutions, ordinances, documents and certificates, and review enabling legislation;

(3) Assist the City and any underwriter of the Bonds in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds;

(4) Review legal issues relating to the structure of the Bond issue;

(5) Review certified proceedings;

(6) Undertake such additional duties as are necessary to render our Bond Opinion;

(7) Assist the City in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds; and

(8) Draft the continuing disclosure undertaking of the City.

In addition to the customary duties of Bond Counsel set forth above, we understand that we may additionally be asked to (i) draft the Bond Purchase Agreement between the City and the underwriter(s) with respect to the Bonds and (ii) assist the City in preparing the official statement (the "Official Statement") with respect to the Bonds, and, subject to the satisfactory completion of our review, provide to the City written advice that, in the course of our participation, no information has come to our attention which leads us to believe that the Official Statement, as of its date (except for the financial statements, other statistical data, feasibility reports and statements of trends and forecasts, and information concerning any credit enhancer and The Depository Trust Company, contained in the Official Statement and its appendices, as to which we will express no belief), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were, not misleading. Although it is permissible for Bond Counsel to undertake the activities described in this paragraph, they are typically performed by counsel to the underwriter.

Each Bond Opinion will be addressed to the City and will be delivered by us on the date that an issue of Bonds is exchanged for the purchase price thereof (the "Closing").

Each Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the City to provide us with complete and timely information on all developments pertaining to any aspect of each issue of Bonds and their security.

(b) Where the Project is financed through one or more loans ("Loans") to the City from the Arkansas Department of Environmental Quality ("ADEQ"), we would serve as Bond Counsel to the City in connection with each such Loan and would expect to perform the same or similar duties as those set forth above in connection with the issuance of Bonds, modified as necessary to meet the requirements of the ADEQ revolving loan program; and

(c) Where the Project is to be financed with the proceeds of any sales and use tax, whether or not in connection with the issuance of Bonds, we would serve as special counsel to the City with respect to election matters, and would expect to prepare or assist in the preparation of all resolutions, ordinances, ballots and other materials for such election and, upon request, to attend all public meetings relating to such election.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties will not include:

(I) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission;

(II) Drafting state constitutional or legislative amendments;

(III) Pursuing test cases or other litigation;

(IV) Making any investigation or expressing any view as to the creditworthiness of the City or the Bonds:

(V) Representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations; or

(VI) Excepts as set forth in (c) above, addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We assume that all other parties in connection with the issuance of any Bonds or the making of any Loans will understand that in those transactions we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as counsel to the City are limited to those contracted for herein, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render objective Bond Opinions where required in connection with this engagement.

CONFLICTS

During the course of any Bond financings referenced above, our firm will likely be representing the underwriter(s) of the Bonds in separate unrelated matters. We do not believe such representations, if they occur, will adversely affect our ability to represent you as provided in this letter because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you. Execution of this letter will signify the City's consent to our representation of said underwriter(s) consistent with the circumstances described in this paragraph.

FEES

(a) In connection with each issue of Bonds as described above, we propose Bond Counsel fees as set forth in the following table:

Principal Amount	Bond Counsel Fee
Up to $5,000,000	$25,000
$5,000,001 – $10,000,000	$30,000
$10,000,001 - $15,000,000	$35,000
$15,000,001 - $20,000,000	$37,500
$20,000,001 - $30,000,000	$40,000
$30,000,001 - $50,000,000	$45,000

In the event we are asked to undertake additional duties traditionally performed by underwriter's counsel (including the preparation of the Bond Purchase Agreement and Official Statement), we propose an additional fee of $5,000 in connection with each such issue under $10,000,000 in principal amount and $7,500 in connection with each such issue over $10,000,000 in principal amount.

(b) In connection with each Loan as described above, we propose Bond Counsel fees as set forth in the following table:

Principal Amount	Bond Counsel Fee
Up to $5,000,000	$12,500
$5,000,001 – $10,000,000	$15,000
$10,000,001 - $15,000,000	$17,500
$15,000,001 - $20,000,000	$20,000
$20,000,001 - $30,000,000	$25,000
$30,000,001 - $50,000,000	$30,000

KUTAK ROCK LLP

(c) For serving the City as special counsel with respect to election matters as described above, we propose a fee based upon a flat hourly rate of $200 per hour for all attorneys of the firm who perform legal services in connection with such engagement.

In addition, with respect to each representation of the City described above, we will expect to be reimbursed for all client charges made or incurred on your behalf, such as travel costs, photocopying, deliveries, long distance telephone charges, fax charges, filing fees, computer-assisted research and other out-of-pocket expenses.

We understand and agree that our fees with respect to Bonds and Loans will be paid at the time of Closing of each such financing. If the financing is not consummated, we understand that we will not be paid for time expended on your behalf but will be reimbursed for client charges made or incurred on your behalf.

Our fees with respect to election matters will be billed on a monthly basis and are payable irrespective of the submission of questions to the voters or the ultimate approval of questions submitted.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter signed by an appropriate officer, retaining the original for your files. We look forward to working with you.

KUTAK ROCK LLP

By _____
Gordon M. Wilbourn

Accepted and Approved:
CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Title:
Dated: _____

10-17194.01

Will Bowen
501-975-3101 (975-3001 FAX)
3000

CITY OF FAYETTEVILLE, ARKANSAS
REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR BOND COUNSEL SERVICES ON
MUNICIPAL BOND ISSUES

RFQ 00-4
January, 2000

Community Overview

The City of Fayetteville, Arkansas, County Seat of Washington County, is located in the northwest corner of Arkansas. It is a city of the first class in the State of Arkansas with an approximate population of 53,000 citizens and a regional population base of over 250,000. Fayetteville is home to the principal campus of the University of Arkansas system, which has contributed to higher education in the area for over 100 years.

Capital Financial Planning

The northwest Arkansas region has witnessed explosive growth and development throughout the 1990's. This growth has heavily taxed the infrastructure capacity of Fayetteville and its neighboring communities. In an effort to facilitate the expansion and replacement of its infrastructure, the City prepares a Five-Year Capital Improvements Program (C.I.P.). Since 1988, the C.I.P. has been updated on an annual basis to reflect the changing needs of the community and changes in available monies for financing capital projects. The City's philosophy concerning the use of the C.I.P is that it should be considered as a financial planning tool that lists the City's capital improvement projects, places the projects in a priority order, and schedules the projects for funding and implementation. The C.I.P. is considered a major policy tool for the Mayor and City Council.

Current Engagement

The City currently has water and sewer revenue bonds outstanding that were originally issued in 1994 and 1999.

Issuance Frequency

During the 1990s, the City of Fayetteville has had six bond issues, three of which involved refundings. The City's philosophy concerning long-term debt is that it will be recommended only when a project cannot be financed with current revenues. During the next two years, the City's future expected frequency of issuance will primarily involve a review of the cost/benefit of refunding outstanding issues and the possibility of issuing bonds to support the financing of a wastewater treatment facility (addition/expansion).

SELECTION

All submitted Statements of Qualifications (SOQ's) received will be maintained on file through December 31, 2001. Each time during the remainder of 2000 and 2001 a determination is made that Bond Counsel services are required, a professional selection committee will convene and pick the most qualified firm from the submitted SOQ's for the particular bond issuance before the City.

The City will utilize the Professional Selection Policy & Procedure of the City (PUR-12) to choose the selected firm(s). A copy of the professional selection policy and procedure is attached for informational purposes. The selected bond counsel firm would be expected to have extensive experience in municipal debt issuance and be familiar with applicable federal laws and Arkansas state laws governing the issuance of municipal debt. A professional selection committee will select the most qualified firm for the job by grading the firms based on the following point structure:

1) Specialized Experience & Technical Competence 35
2) Capacity and Capability of the Firm 20
3) Past Record of Performance 20
4) Proximity and Familiarity 25

The Statements of Qualifications (SOQs) will be reviewed by a committee consisting of representatives of the Mayor, City Council, and City staff.

Scope of Work

In serving as bond counsel to the City, the selected firm will be expected to perform the following services:

1) Communicate with members of City staff as necessary to assist in planning the financing and structuring of the designated bond issuance.

2) Opine that the issuer is duly created and validly existing as a body of the State of Arkansas with authority to adopt legislation relating to the issuance of bonds and has the legal authority to issue bonds.

3) Review documents prepared by other counsels that may be involved in the financing team and express an opinion on said documents as requested.

4) Prepare trust indentures, bond ordinances/resolutions, arbitrage certificate., notices of sale, tax certificates, and other related legal documents.

5) Assist in various aspects of preparing the preliminary and final Official Statements or any other related disclosure documents to be distributed in connection with the sale of bonds.

6) Issue interim and final approving opinions, as required, concerning matters of legality and

tax exemption, and any supplemental opinion requested as to exemption under federal and state securities laws.

7) Advise and assist in planning the procedures and documentation necessary for utilizing the bond proceeds for the proposed project(s).

8) Advise and assist in planning for the sale of bonds.

9) Attend City Council meetings to provide presentations and updates on matters of concern to the legislative body.

10) Supervise the printing and delivery of the bonds.

11) Prepare any required legal research, correspondence, and preparation of memoranda or other documents related to the issuance of the bonds or the planning and construction of the project as required.

Other Work If Needed

1) Prepare documentation necessary to allow for local interim financing pending issuance of the definitive bonds, if required due to market conditions.

2) Assist with and prepare for rating agency hearings including attendance at meetings and follow-up on any detailed information requested.

Submissions

All statement of qualification submissions should include the following information:

1) Resumes of all persons from the firm who are expected to be involved in the scope of work as outlined above. The resumes should discuss:

- Experience with different municipal debt structure types and amounts of debt;
- Knowledge of federal and state tax and disclosure laws and regulations as they pertain to municipal debt; and
- Experience in drafting legal documents relating to municipal debt issuance.

2) A client reference list for which similar work has been performed within the past five years.

3) Include any other information you think might be helpful to assist the City in understanding your firm's unique qualifications to perform bond counsel services for the City of Fayetteville.

Technical Requirements

1. Statements of qualifications are due no later than 5:00 P.M. on February 4, 2000.

2. Statements of qualifications should be sent to: Peggy Vice, Purchasing Manager, 113 West Mountain, Fayetteville, AR 72701.

3. Eight (8) copies of the statement of qualifications should be provided in the submission.

4. The statement of qualification submissions should be clearly labeled **RFQ 00-4** on the outside of the envelope.

5. Should you have any questions concerning the contents of the RFQ, please address them in writing to Peggy Vice, Purchasing Manager for the City of Fayetteville. Written questions can be sent to 113 West Mountain, Fayetteville, AR 72701. Responses to questions will be mailed to all known firms seeking to submit statements of qualifications at the respective addresses furnished for such purposes. Such communications will be considered as supplemental information concerning this RFQ.

Attachments

A. City of Fayetteville Professional Selection Policy (PUR-12).

B. City of Fayetteville: Schedule of current bonded indebtedness.

City of Fayetteville, Arkansas
Bonds Outstanding
December 31, 1999

Description	Bond Issue	Due Dates	Interest Rates	Outstanding Amount
General Obligation Bonds				
Sales Tax Capital Improvements - WAC	1997	1998-2005	4.15-4.65%	$ 2,015,000
Revenue Bonds				
Water & Sewer System	1994	1997-2008	4.90-6.00%	3,935,000
Hotel & Restaurant Gross Receipts Tax Refunding	1995	1996-2004	4.75-5.25%	1,630,000
Hotel & Restaurant Gross Receipts	1998	1999-2015	3.50-4.80%	6,835,000
Water & Sewer System Refunding	1999	1999-2012	3.60-4.45%	8,265,000
				20,665,000
				$ 22,680,000

2000 Debt Service Payment Schedule

Description	Bond Issue	Principal	Interest	Total
General Obligation Bonds				
Sales Tax Capital Improvements - WAC	1997	$ 315,000	$ 90,705	$ 405,705
Revenue Bonds				
Water & Sewer System	1994	350,000	223,625	573,625
Hotel & Restaurant Gross Receipts Tax Refunding	1995	295,000	83,878	378,878
Hotel & Restaurant Gross Receipts	1998	70,000	301,648	371,648
Water & Sewer System Refunding	1999	450,000	336,883	786,883
		1,165,000	946,034	2,111,034
Total Debt Service Payments		$ 1,480,000	$ 1,036,739	$ 2,516,739

ADMINISTRATIVE POLICIES & PROCEDURES MANUAL		Professional Services Selection Policy: Architectural, Legal Engineering, and Land Surveying	
NUMBER PUR-12	REVISIONS 1	EFFECTIVE DATE: June 27, 1990	PAGE 1 of 5
SUPERSEDES January 30,1990	APPROVED BY:		

PUR-12.01 PURPOSE

The purpose of this directive is to establish a formal Competitive Selection of Professional Services Policy for legal, architectural, engineering, and land surveying services and the responsibilities for its execution.

PUR-12.02 DEFINITION

A. The City and all its boards, commissions and authorities shall competitively select based on qualifications and performance evaluation criteria all professional services done for or on behalf of the City. Fees for legal, architectural, engineering and land surveying will not be considered for selection of the three (3) highest qualified firms. Fees shall be considered as one of the selection criteria for other professional services required.

B. It is the policy of the City to publicly announce requirements for the competitive selection for professional services as referenced above, and to negotiate contracts for such services on the basis of demonstrated competence and qualifications for the type of professional services required provided that the services are rendered at fair and reasonable prices.

PUR-12.03 RESPONSIBILITY

C. All municipal boards, commissions, and authorities established pursuant to state statute or other legislative authority other than that provided for in A.C.A. tit.14, ch. 47 A.C.A. sec. 14-47-101 et seq., shall be responsible for the implementation of such policies and procedures as are hereinafter delegated to the City Manager and the Board of Directors.

PUR-12.04 PROCEDURES

A. The competitive selection for such services shall be conducted by a review committee which shall include one Board Member appointed by the Mayor to serve and represent the Board, the City Manager (or

representative), the Chief Financial Officer (or representative), the involved Department Heads, appropriate city personnel and may include professionals, and/or individuals with expertise in the community. The review committee for each proposed contract, shall establish the qualifications and evaluation criteria necessary for the specific services to be provided. This committee shall be established prior to the issuance of any RFP or RFQ so that it may establish the point ranges for the four selection criteria and review the proposed RFP or RFQ.

B. The RFP or RFQ shall outline the structure of the selection committee and shall state the point ranges which will be used to select the firm. It shall also state an expected cost range for the services, although it will not ask for cost estimates.

C. The City Manager will cause to be advertised in a newspaper of general circulation a notice that the city has a need to contract for a particular professional service and shall invite all interested parties to submit, to the extent permitted by the ethical standards of that profession, a statement of their qualifications and other relevant information based on the evaluation criteria specifically developed for the proposed services to be provided.

D. Competitive selection of professional services may be from annual statements of qualifications and performance data. The City may advertise annually for legal, architectural, engineering or land surveying services to submit annual statements of qualifications and performance data. The City shall evaluate current statements of qualifications and performance data of firms on file whenever a project requiring professional services of legal, architectural, engineering or land surveying is proposed.

PUR-12.05 SELECTION PROCESS

A. In evaluating the qualifications of each firm, the review committee shall consider the following (assigning point ranges for each element from 20% to 45%, so that the total for the four elements combined equals 100%):

(1) The specialized experience and technical competence of the firm with respect to the type of professional services required;

(2) The capacity and capability of the firm to perform the work in question, including

specialized services, within the time limitations fixed for the completion of the project;

(3) The past record of performance of the firm with respect to such factors as control of costs, quality of work and ability to meet schedules and deadlines; and

(4) The firm's proximity to and familiarity with the area in which the project is located.

B. The review committee shall evaluate all statements of qualifications and other submittals and may conduct interviews with up to five (5) firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services and then shall select therefrom, in order of preference, based on criteria established and published by the review committee, no less than three (3) of the firms deemed to be the most highly qualified to provide the services required. The method of selection shall be for each committee member to rate the firms based on the points established in the RFP or RFQ so that each member selects 3 firms, rated 1,2, and 3. The firm receiving the highest number of 1st place votes shall be selected (if a tie occurs, the firm receiving the highest number of 1st and 2nd place votes shall be selected. If a tie still occurs, the Committee hold further discussions, followed by a re-vote.)

C. The review committee or its designee shall then negotiate a contract with the highest qualified firm for the services to be rendered, at compensation which the review committee, or its designee, determines is fair and reasonable to the city, subject to the approval of the governing board, commission or authority as referred to in Section 1 paragraph (C) of this policy. In making such determination, the review committee or its designee, shall take into account the scope, complexity, and professional nature of the services to be rendered.

D. Should the review committee, or its designee, be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price determined to be fair and reasonable to the City, negotiations with that firm shall be formally terminated. The review committee, or its designee, shall then undertake negotiations with the second most qualified firm. Should the review committee, or its designee, be unable to negotiate a satisfactory contract with any of the selected firms, then the

review committee shall reevaluate the necessary legal, architectural, engineering or land surveying services, including the scope and reasonable fee requirements.

PUR-12.06 CONTRACT REVIEW/RECOMMENDATION

A. The selection committee will recommend, after negotiations and review by the City Attorney, Internal Auditor, Accounting Supervisor, and Purchasing Manager, the most advantageous contract to the Board for awarding.

PUR-12.07 CONTRACTS UNDER $10,000

A. The requirement for a review committee may be waived and the review of qualifications as hereinabove stated shall be delegated to the responsible depart ment head for recommendation of the City Manager who shall review and approve or disapprove all profes-sional services contracts in an amount of ten thousand dollars ($10,000.00) or less. If no annual statements of qualifications are on record the department head shall solicit qualification state-ments from appropriate legal, architectural, engineering or land surveying firms for recommenda-tion to the City Manager who shall review and approve and disapprove all professional services contracts in an amount of ten thousand dollars (10,000.00) or less.

PUR-12.08 PROFESSIONAL PROJECT EVALUATION

A. Upon completion or termination of a contract, the division head responsible for the project will submit a summary evaluation of the professional firm's handling of the project to include the following data:

(a) name of professional firm;
(b) date of contract and date of completion;
(c) cost as stated in initial contract, amount paid, and reason for any difference;
(d) special strengths exhibited by professional firm;
(e) problems or weaknesses in professional firm's handling of the project;
(f) adherence to time schedule by the professional firm; and
(g) names of key personnel working on the project and comments on their performance.

EDWARD L. WRIGHT
(1902-1977)
ROBERT C. LINDSEY
(1913-1991)
ISAAC A. SCOTT, JR.
JOHN G. LILE
GORDON S. RATHER, JR.
TERRY L. MATHEWS
DAVID M. POWELL
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CHARLES L. SCHLUMBERGER
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PHYLLIS M. McKENZIE
ELISA MASTERSON WHITE
JANE M. WEISENFELD
ROBERT W. GEORGE
J. ANDREW VINES
JUSTIN T. ALLEN

[Date]

Honorable Fred Hanna, Mayor
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Honorable Louis Gottsponer
President, Fayetteville Library Board
Fayetteville Public Library
272 East Dickson Street
Fayetteville, Arkansas 72701

RE: Proposed City of Fayetteville, Arkansas Library Financial Proposals

Gentlemen:

On behalf of Wright, Lindsey & Jennings LLP, we want to express our appreciation to you for previously selecting our firm to serve the City of Fayetteville ("City") as bond counsel in connection with its proposed Library Construction and Improvement Bonds. It is our understanding from conversations with Mr. Rose, City Attorney, that an alternative method of finance is now under consideration by the City and, accordingly, we are submitting this proposed letter of engagement in modification of our existing letter of engagement dated March 6, 2000. We understand that the City may choose to finance the Library Improvements through the levy of a local sales and use tax of limited duration (the "Sales Tax"), if approved by the electors of the City. We look forward to the opportunity to work with you and your staff and other members of the City administration in formulating a sound financing plan for the proposed capital improvements.

We view our role to be that of counselor and advisor to you in connection with the documentation, issuance and delivery of the Bonds, or, the completion of the alternative method of finance. We will prepare all ordinances, indentures, resolutions and other documents necessary to the authorization and approval of the bond issue, or the temporary Sales Tax, including election documents. Upon request, a representative of our firm will be in attendance at all public meetings at which matters pertinent to your consideration of the Bonds or the Sales Tax are discussed.

You have requested that we enter into a definitive fee arrangement with the City in connection with the proposed special counsel engagement. We are prepared to enter into such an agreement and would suggest that the fee arrangements be structured as follows:

1. Our proposed fee for serving as bond counsel in connection with the issuance of the Bonds, based on the anticipated size of approximately $20 million, would be $35,000.00. In the event the actual amount of bonds issued exceeds or is less than the estimated size for the bond issue by more than $3,000,000, we would negotiate a mutually acceptable adjustment to the proposed fee. Similarly, if the Bonds are issued in more than one series, we would request an appropriate adjustment to the fee based upon the additional fixed costs incurred through the issuance of bonds in multiple series. You should incur no obligation to pay our fees unless and until the Bonds are sold and delivered to the Purchaser.

2. In the event the underwriter you have selected requests that we also prepare the disclosure documentation (the Preliminary and Final Official Statements), sale document (Bond Purchase Agreement), and Continuing Disclosure Statement, we would add an additional $5,000.00 to the fee quoted above.

3. In the alternative, our proposed fees for serving as special counsel to the City in the authorization and levy of the Sales Tax would be based upon a flat hourly rate of $200 per hour for all attorneys who perform legal services for the City in connection with the completion of the engagement. Our fees would be payable irrespective of whether the question of the levy of the Sales Tax is ever actually submitted to the electors at a special or general election, or whether the Sales Tax is ultimately approved by the voters. We would submit monthly statements, payable monthly, as the engagement progresses toward completion.

4. If, for any reason, the City becomes involved in litigation challenging the validity of the Bonds, the proceedings necessary to the issuance of the Bonds, or the election of the Sales Tax, or any other matter which would impact our ability to deliver our unqualified approving opinion in connection with the sale and delivery of the Bonds, or the election of the Sales Tax, and the City requests that we act as counsel in such litigation, we would negotiate an appropriate charge for our services in that action.

5. Finally, we would expect to be reimbursed on a dollar-for-dollar basis for our out-of-pocket expenses for such things as photocopying, express mail, long distance telephone service, facsimile transmissions, travel outside the City of Little Rock, the binding of transcripts, and any and all litigation expenses. With respect to the Bond Issue, we agree that our charges for these expenses will not, in any event, exceed $3,500.00 per series of bonds. We would expect to be reimbursed for these expenses whether or not the Bonds are actually issued.

We are prepared to discuss and negotiate a reasonable alternative fee structure or modification to the proposals outlined in this letter. If the foregoing proposals are acceptable, we ask only that you approve a copy of this letter in the space provided below and return the same to us. If further modification of these proposals is desired, we ask that you contact us after reviewing the proposed fee structure to discuss any requested changes or modifications.

Once again, it is a privilege and an honor to be selected to serve as bond counsel to the City of Fayetteville in connection with the proposed Bonds and as special counsel in connection with the Sales Tax proposal. We look forward to serving you in this capacity.

Sincerely yours,

WRIGHT, LINDSEY & JENNINGS LLP

John William Spivey III

JWS/jlh

ACCEPTED this ___ day of June, 2000.

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Mayor

FAYETTEVILLE PUBLIC LIBRARY BOARD

By:_____
President

cc: Ms. Louise Shaper
Mr. Brian Swain

CITY OF FAYETTEVILLE, ARKANSAS
REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR BOND COUNSEL SERVICES ON
MUNICIPAL BOND ISSUES

RFQ 98-10
October, 1998

Community Overview

The City of Fayetteville, Arkansas, County Seat of Washington County, is located in the northwest corner of Arkansas. It is a city of the first class in the State of Arkansas with an approximate population of 53,000 citizens and a regional population base of over 250,000. Fayetteville is home to the principal campus of the University of Arkansas system, which has contributed to higher education in the area for over 100 years.

Capital Financial Planning

The northwest Arkansas region has witnessed explosive growth and development throughout the 1990's. This growth has heavily taxed the infrastructure capacity of Fayetteville and its neighboring communities. In an effort to facilitate the expansion and replacement of its infrastructure, the City prepares a Five-Year Capital Improvements Program (C.I.P.). Since 1988, the C.I.P. has been updated on an annual basis to reflect the changing needs of the community and changes in available monies for financing capital projects. The City's philosophy concerning the use of the C.I.P is that it should be considered as a financial planning tool that lists the City's capital improvement projects, places the projects in a priority order, and schedules the projects for funding and implementation. The C.I.P. is considered a major policy tool for the Mayor and City Council.

Current Engagement

The City currently has water and sewer revenue bonds outstanding that were originally issued in 1992 and 1994. Based on recent rates in the market, one or both would seem to be potential candidates for refunding. If the market conditions remain favorable, it is likely that the City will pursue a water and sewer revenue bond refunding in early 1999.

Issuance Frequency

During the 1990s, the City of Fayetteville has had five bond issues, two of which involved refundings. A sixth issue is pending at this time. The City's philosophy concerning long-term debt is that it will be recommended only when a project cannot be financed with current revenues. During the next two years, the City's future expected frequency of issuance will primarily involve a review of the cost/benefit of refunding outstanding issues and the possibility of issuing bonds to support the financing of a wastewater treatment facility (addition/expansion).

SELECTION

All submitted Statements of Qualifications (SOQ's) received will be maintained on file through December 31, 2000. Each time during the remainder of 1999 and 2000 a determination is made that underwriting services are required, a professional selection committee will convene and pick the most qualified firm from the submitted SOQ's for the particular bond issuance before the City.

The City will utilize the Professional Selection Policy & Procedure of the City (PUR-13) to choose the selected firm(s). A copy of the professional selection policy and procedure is attached for informational purposes. The selected bond counsel firm would be expected to have extensive experience in municipal debt issuance and be familiar with applicable federal laws and Arkansas state laws governing the issuance of municipal debt. A professional selection committee will select the most qualified firm for the job by grading the firms based on the following point structure:

1) Specialized Experience & Technical Competence 35
2) Capacity and Capability of the Firm 20
3) Past Record of Performance 20
4) Proximity and Familiarity 25

The Statements of Qualifications (SOQs) will be reviewed by a committee consisting of representatives of the Mayor, City Council, and City staff.

Scope of Work

In serving as bond counsel to the City, the selected firm will be expected to perform the following services:

1) Communicate with members of City staff as necessary to assist in planning the financing and structuring of the designated bond issuance.

2) Opine that the issuer is duly created and validly existing as a body of the State of Arkansas with authority to adopt legislation relating to the issuance of bonds and has the legal authority to issue bonds.

3) Review documents prepared by other counsels that may be involved in the financing team and express an opinion on said bonds as requested.

4) Prepare trust indentures, bond ordinances/resolutions, **arbitrage certificate (added after original RFQ)**, notices of sale, tax certificates, and other related legal documents.

5) Assist in various aspects of preparing the preliminary and final Official Statements or any other related disclosure documents to be distributed in connection with the sale of bonds.

6) Issue interim and final approving opinions, as required, concerning matters of legality and tax exemption, and any supplemental opinion requested as to exemption under federal and state securities laws.

7) Advise and assist in planning the procedures and documentation necessary for utilizing the bond proceeds for the proposed project(s).

8) Advise and assist in planning for the sale of bonds.

9) Attend City Council meetings to provide presentations and updates on matters of concern to the legislative body.

10) Supervise the printing and delivery of the bonds.

11) Prepare any required legal research, correspondence, and preparation of memoranda or other documents related to the issuance of the bonds or the planning and construction of the project as required.

Other Work If Needed

1) Prepare documentation necessary to allow for local interim financing pending issuance of the definitive bonds, if required due to market conditions.

2) Assist with and prepare for rating agency hearings including attendance at meetings and follow-up on any detailed information requested.

Submissions

All statement of qualification submissions should include the following information:

1) Resumes of all persons from the firm who are expected to be involved in the scope of work as outlined above. The resumes should discuss:

- Experience with different municipal debt structure types and amounts of debt;
- Knowledge of federal and state tax and disclosure laws and regulations as they pertain to municipal debt; and
- Experience in drafting legal documents relating to municipal debt issuance.

2) A client reference list for which similar work has been performed within the past five years.

3) Include any other information you think might be helpful to assist the City in understanding your firm's unique qualifications to perform bond counsel services for the City of Fayetteville.

Technical Requirements

1. Statements of qualifications are due no later than 5:00 P.M. on November 13, 1998.

2. Statements of qualifications should be sent to: Peggy Vice, Purchasing Manager, 113 West Mountain, Fayetteville, AR 72701.

3. Eight (8) copies of the statement of qualifications should be provided in the submission.

4. The statement of qualification submissions should be clearly labeled **RFQ 98-10** on the outside of the envelope.

5. Should you have any questions concerning the contents of the RFQ, please address them in writing to Peggy Vice, Purchasing Manager for the City of Fayetteville. Written questions can be sent to 113 West Mountain, Fayetteville, AR 72701. Responses to questions will be mailed to all known firms seeking to submit statements of qualifications at the respective addresses furnished for such purposes. Such communications will be considered as supplemental information concerning this RFQ.

Attachments

A. City of Fayetteville Professional Selection Policy: Other Services (PUR-13).

B. City of Fayetteville: Schedule of current bonded indebtedness.

City of Fayetteville, Arkansas
Bonds Outstanding
December 31, 1997

Description	Bond Issue	Due Dates	Outstanding Amount
General Obligation Bonds			
Sales Tax Capital Improvements - WAC	1997	1998-2005	$ 2,610,000
Revenue Bonds			
Water & Sewer System Refunding and Improvement	1992	1998-2012	8,500,000
Water & Sewer System	1994	1998-2008	4,590,000
Hotel & Restaurant Gross Receipts Tax Refunding	1995	1998-2004	2,175,000
			$ 15,265,000
			$ 17,875,000

POLICIES & PROCEDURES MANUAL		Professional Services Selection Policy: Architectural, Legal Engineering, and Land Surveying
NUMBER PUR-12	REVISIONS	EFFECTIVE DATE: January 30, 1990 / PAGE 1 of 5
SUPERSEDES	APPROVED BY: Scott C. Jumper	

PUR-12.01 **PURPOSE**

The purpose of this directive is to establish a formal Competitive Selection of Professional Services Policy for legal, architectural, engineering, and land surveying services and the responsibilities for its execution.

PUR-12.02 **DEFINITION**

A. The City and all its boards, commissions and authorities shall competitively select based on qualifications and performance evaluation criteria all professional services done for or on behalf of the City. Fees for legal, architectural, engineering and land surveying will not be considered for selection of the three (3) highest qualified firms. Fees shall be considered as one of the selection criteria for other professional services required.

B. It is the policy of the City to publicly announce requirements for the competitive selection for professional services as referenced above, and to negotiate contracts for such services on the basis of demonstrated competence and qualifications for the type of professional services required provided that the services are rendered at fair and reasonable prices.

PUR-12.03 **RESPONSIBILITY**

C. All municipal boards, commissions, and authorities established pursuant to state statute or other legislative authority other than that provided for in A.C.A. tit. 14, ch. 47 A.C.A. Sec. 14-47-101 et seq. , shall be responsible for the implementation of such policies and procedures as are hereinafter delegated to the City Manager and the Board of Directors.

PUR-12.04 **PROCEDURES**

A. The competitive selection for such services shall be conducted by a review committee which shall include any Board Member wishing to serve, the City Manager (or

representative), the Chief Financial Officer (or representative), the involved Department Heads, appropriate city personnel and may include professionals, and/or individuals with expertise in the community. The review committee for each proposed contract, shall establish the qualifications and evaluation criteria necessary for the specific services to be provided. This committee shall be established prior to the issuance of any RFP or RFQ so that it may establish the point ranges for the four selection criteria and review the proposed RFP or RFQ.

B. The RFP or RFQ shall outline the structure of the selection committee and shall state the point ranges which will be used to select the firm. It shall also state an expected cost range for the services, although it will not ask for cost estimates.

C. The City Manager will cause to be advertised in a newspaper of general circulation a notice that the city has a need to contract for a particular professional service and shall invite all interested parties to submit, to the extent permitted by the ethical standards of that profession, a statement of their qualifications and other relevant information based on the evaluation criteria specifically developed for the proposed services to be provided.

D. Competitive selection of professional services may be from annual statements of qualifications and performance data. The City may advertise annually for legal, architectural, engineering or land surveying services to submit annual statements of qualifications and performance data. The City shall evaluate current statements of qualifications and performance data of firms on file whenever a project requiring professional services of legal, architectural, engineering or land surveying is propose

PUR-12.05 SELECTION PROCESS

A. In evaluating the qualifications of each firm, the review committee shall consider the following (assigning point ranges for each element from 20% to 45%, so that the total for the four elements combined equals 100%):

(1) The specialized experience and technical competence of the firm with respect to the type of professional services required;

(2) The capacity and capability of the firm to perform the work in question, including

specialized services, within the time limitations fixed for the completion of the project;

(3) The past record of performance of the firm with respect to such factors as control of costs, quality of work and ability to meet schedules and deadlines; and

(4) The firm's proximity to and familiarity with the area in which the project is located.

B. The review committee shall evaluate all statements of qualifications and other submittals and may conduct interviews with up to five (5) firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services and then shall select therefrom, in order of preference, based on criteria established and published by the review committee, no less than three (3) of the firms deemed to be the most highly qualified to provide the services required. The method of selection shall be for each committee member to rate the firms based on the points established in the RFP or RFQ so that each member selects 3 firms, rated 1,2, and 3. The firm receiving the highest number of 1st place votes shall be selected (if a tie occurs, the firm receiving the highest number of 1st and 2nd place votes shall be selected. If a tie still occurs, the Committee hold further discussions, followed by a re-vote.)

C. The review committee or its designee shall then negotiate a contract with the highest qualified firm for the services to be rendered, at compensation which the review committee, or its designee, determines is fair and reasonable to the city, subject to the approval of the governing board, commission or authority as referred to in Section 1 paragraph (C) of this policy. In making such determination, the review committee or its designee, shall take into account the scope, complexity, and professional nature of the services to be rendered.

D. Should the review committee, or its designee, be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price determined to be fair and reasonable to the City, negotiations with that firm shall be formally terminated. The review committee, or its designee, shall then undertake negotiations with the second most qualified firm. Should the review committee, or its designee, be unable to negotiate a satisfactory contract with any of the selected firms, then the

review committee shall reevaluate the necessary legal, architectural, engineering or land surveying services, including the scope and reasonable fee requirements.

PUR-12.06 CONTRACT REVIEW/RECOMMENDATION

A. The selection committee will recommend, after negotiations and review by the City Attorney, Internal Auditor, Accounting Supervisor, and Purchasing Officer, the most advantageous contract to the Board for awarding.

PUR-12.07 CONTRACTS UNDER $10,000

A. The requirement for a review committee shall be waived and the review of qualifications as hereinabove stated shall be delegated to the responsible department head for recommendation of the City Manager who shall review and approve or disapprove all professional services contracts in an amount of ten thousand dollars ($10,000.00) or less. If no annual statements of qualifications are on record the department head shall solicit qualification statements from appropriate legal, architectural, engineering or land surveying firms for recommendation to the City Manager who shall review and approve or disapprove all professional services contracts in an amount of ten thousand dollars (10,000.00) or less.

PUR-12.08 PROFESSIONAL PROJECT EVALUATION

A. Upon completion or termination of a contract, the division head responsible for the project will submit a summary evaluation of the professional firm's handling of the project to include the following data:

(a) name of professional firm;
(b) date of contract and date of completion;
(c) cost as stated in initial contract, amount paid, and reason for any difference;
(d) special strengths exhibited by professional firm;
(e) problems or weaknesses in professional firm's handling of the project;
(f) adherence to time schedule by the professional firm; and
(g) names of key personnel working on the project and comments on their performance.

B. The summary evaluation will be submitted to the Purchasing Officer through the department director and will be filed in the Purchasing Officer's records. A copy will be sent to the professional firm. Written comments received from the professional firm regarding

RMPE PROPOSED CHANGES TO THE CODE OF FAYETTEVILLE:

ADDITIONS TO CURRENT CODE INDICATED BY CAPS
DELETIONS (WITHIN BRACKETS)

114.03 (A)
Establishment, location, and parking restrictions. A farmer's market is hereby established in the city. This marketplace shall be located on the interior parking spaces (those parking spaces adjoining the Old Post Office) of the downtown square, and on the sidewalks adjoining these parking spaces. IN ADDITION, ON SATURDAYS ONLY, PARKING SPACES ON THE EAST SIDE OF EAST STREET SHALL BE AVAILABLE FOR VENDORS BY CLOSING THE STREET TO THROUGH TRAFFIC. Vendors shall be permitted to park their vehicles at right angles to street curbs (DELETE "with the backs of the vehicles facing the curbs") provided, no vehicle shall be permitted to extend into the street in such a manner as to obstruct the free flow of traffic; and no vehicle shall be parked within 15 feet of any fire plug. No vendor shall obstruct pedestrian traffic on the public sidewalks of the marketplace.

114.03 (C)
Articles permitted to be sold. The following articles, (DELETE "and no others") may be sold at the marketplace established hereby; vegetables, honey, raw juices, molasses, fruit, and other produce grown by the vendor thereof, plants, art work, (DELETE "and") craft work AND OTHER PROCESSED FARM PRODUCTS produced by the vendor thereof. (DELETE "and locally produced cheeses.") All products sold at the marketplace must be produced in compliance with all applicable regulations of the state department of health.

NOTE: See the following two pages comparing the Fayetteville City Code, Sections (A) and (C), as currently written, with the proposed RMPE revision immediately following.

May 15, 2000

Mr. Jerry Rose
Fayetteville City Attorney
City Administration Building
113 W. Mountain
Fayetteville, AR 72701

Dear Mr. Rose,

With this letter the Board of Directors of the Rural Mountain Producers Exchange, Inc. (RMPE) respectfully requests that proposed changes be made to Section 114.03 (A) and (C) of the Code of Fayetteville pertaining to the Farmers' Market.
The first request for change would secure the currently approved parking spaces (for Saturday use only) on the far east side of the square, and the second request pertains to the specific products that may be sold at the Fayetteville Farmers' Market.

The background for these requested changes began in 1997 when the Fayetteville City Council voted to change Section 114.03 (C) of the Code of Fayetteville to include the sale of "locally produced cheeses." The members of the Fayetteville Farmers' Market and its customers have been pleased with the addition of this new product. As a result, the RMPE has received subsequent requests to add other processed farm products.

Consequently, a "New Products Committee" was appointed by RMPE to look into the possibility of adding additional processed farm products to our market. After two years of extensive research into other markets as well as in-depth meetings with the Arkansas Department of Health, the Food Science Department at the University of Arkansas, Janie Hipp of the National Agricultural Law Research Center, McCartney-Faucette Insurance Company on product liability matters , and others, the New Products Committee recommended in the Spring of 1999 that, in keeping with progressive markets across the country , the Board approve additional processed food products for sale at the Fayetteville Farmers' Market.

In the fall of 1999 the Board of Directors of the RMPE approved the concept of allowing additional processed products on the Market. In February 2000, the concept was then approved by a majority vote of the general membership.

We now wish to bring this request for changes before the Fayetteville City Council. . With implementation of these changes the RMPE is poised to establish a "Jurying Committee." This broad- based committee would include a food technologist and would have the responsibility to set standards for the introduction of any additional processed food products to the Farmers' Market. New processed products vendors would be required to have the approval of the Jurying Committee, adequate product liability insurance, and all applicable state or federal health permits on file with the RMPE before their processed farm products could be sold at the Market.

The Rural Mountain Producers Exchange welcomes the opportunity to monitor the addition of new products and would appreciate the permanent addition of the far east side parking spaces on Saturdays for our increasing membership.

Please find the following enclosed herein:

(1) A copy of Ordinance No. 4045.
(2) The Current Code Of Fayetteville
(3) RMPE 's Proposed changes to the Code : Section 114.03 (A) and (C)
(4) A copy of the RMPE 's Market Messenger

Thank you for your attention to this matter. Members of the New Products Committee and I will look forward to meeting with you to discuss how we might best go about implementing these changes. We will telephone your office to set up an appointment time convenient to your schedule.

Sincerely,

Mark Cain
President
On behalf of the New Products Committee
R.M.P.E, Inc.

Market Messenger

a newsletter by and for members of the Rural Mountain Producers Exchange, Inc.

February 12, 2000

Volume 3, Special Edition

SPECIAL ISSUE ON BRINGING NEW PROCESSED FOODS TO THE FAYETTEVILLE FARMERS' MARKET

NOTE FROM THE BOARD:

Adding more member-grown processed products to our Market is an innovation that the Board, after much study and deliberation, has determined to be important for us to make. RMPE members will be asked to vote on this issue at the Annual Meeting on February 19th.

The Board of Directors wishes to thank all the members of the New Products Committee for their valuable research and analysis that provided the information contained in this newsletter.

EDITOR'S NOTE:

This special edition of the *Market Messenger* is devoted to information about allowing and encouraging new products – specifically food products made from produce that we grow – to be sold at our Market. This newsletter, and a presentation to be made at our annual meeting next weekend, are intended to give you the information you need about this proposed change.

BACKGROUND INFORMATION

In keeping with progressive markets across the country, there is definitely a place for value-added food products at our Fayetteville Farmers' Market. In fact, a handful of processed products that require certified kitchens, i.e. cider, sorghum syrup, and goat cheese are already a reality at the Market. Regulating additional prospective processors so that they can be integrated into our Market safely, equitably, and for the betterment of the Market overall is going to require thoughtful work. Goat cheese and apple cider have been well received by our customers and we should encourage and support the development of additional value-added products that bring more dollars home to our area farmers. In so doing we can create added value to our existing regional farm produce, attract more customers, and create a longer and fuller marketing strategy for the Rural Mountain Producers Exchange.

The New Products Committee was established in 1998 by then president Herman Jones and was instructed to look into the processed food issue in all its complexities and then as a committee to make its recommendations in a report back to the Board of Directors. The original committee was comprised of members Carolyn Ames, Janet Bachmann, Donna Doel, Louise McCoy, Anne Murphy, Bev Nelson, Mike Rush, and Betty Sessions. Carolyn and Mike are no longer serving. Janie Hipp, former Interim Director of the National Agricultural Law Research Center and now Vice President, Kerr Center for Sustainable Agriculture, has lent counsel over the past year; and Lisa Dale Weaver has joined the committee.

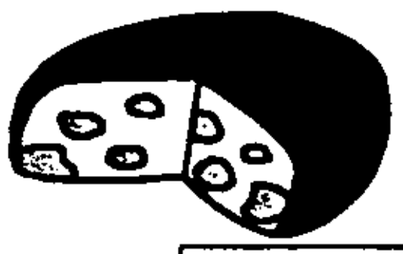
Based on research of other markets and several lengthy meetings throughout the fall and winter, the committee recommended in the spring of 1999 that the Board approve processed foods for sale at the Fayetteville Farmers' Market. After much discussion during Board meetings, and additional research by committee members, the Board voted in favor of the concept of allowing additional value-added farm products at the Fayetteville Farmers' Market at a special meeting in October 1999.

WHAT WOULD IMPLEMENTATION LOOK LIKE?

At its January 2000 meeting, the Board approved the following recommendations from the New Products Committee:

(NOTE: See additional articles below for more information on each item.)

- Core identifying raw materials for processed food products must be grown by the member on the member's own farm.
- The allowable product list includes preserves, pickles, relishes, jams, jellies, vinegar, and frozen meats. No low-acid canned foods such as green beans, corn, peas, carrots, etc. may be sold. In addition, no canned tomato products may be sold.
- A standing committee, similar to the craft committee, will have authority to set standards and "jury" products.
- Processed foods must meet state health and safety requirements. Vendors must provide a copy of their Arkansas Health Department Permits and/or License for market files, and also display a copy at the market.
- Products must be made by the member in a certified kitchen either owned by the member or rented by the member. (Allowing members to use co-packers and meat processors is being considered.)
- Members selling processed foods must file proof of product liability insurance with the R.M.P.E.



RAW MATERIALS, ALLOWED PRODUCTS

Core identifying raw materials are one or more major ingredients of a product that give it its character. For example, in blueberry jam, blueberries are a "core identifying raw material", and would need to be grown by the Market member, while sugar and pectin would not have to come from the member's own farm. The requirement that core identifying raw materials be grown by the member on the member's own farm is in keeping with our concept of the Market as a producer-only market.

Allowable products listed here are considered to be low-risk from a food safety aspect. Additional products may be added to this list in the future as we gain experience.

COMMITTEE TO JURY PROCESSED PRODUCTS

The current RMPE Processed Products committee suggests the following adaptation of the structure in place at the Santa Fe farmers' market.

JURYING COMMITTEE: A standing Processed Foods Committee will have authority and responsibility to set standards for and judge processed foods.

The Processed Foods Committee will consist of 5-7 members, appointed by the president of the RMPE board of directors, with approval of the board. The Committee will include 1-2 RMPE board members, 2 additional RMPE members, 1 food technologist, and 1-2 additional non-RMPE members.

The Committee shall meet 3 times per year, or as often as necessary to process applications for products. Members serving on the Committee shall serve for 1-year terms, and may be reappointed.

The Committee will report, in writing to the RMPE board of directors, all decisions made.

JURY PROCESS FOR PROCESSED FOOD PRODUCTS:

All processed food products must be approved by the jury before being sold at the Fayetteville Farmers' Market.

For each product presented to the Committee, a producer shall list all ingredients in the product, and shall indicate the source of each ingredient.

A producer must provide the Committee with a copy of all applicable permits and/or licenses for their product.

A producer must also provide the Committee with proof of product liability insurance.

CANNING AND PROCESSING FACILITIES

Processed foods to be sold at the Market must be processed in an approved facility. Safety is a big issue when you are selling to the public. The rules regarding the kitchen you use are available from your county sanitarian at the Health Department. If you want to build a facility, get in touch with your county Health Department. You cannot use your home kitchen; the processing kitchen must be separate from general cooking for your family. In order to can commercially (for resale), your facility must have process authority. Process authority means that your plan for the facility and the method used to process the food has been approved by the Health Department or the proper Federal Government agency. Certain safety tests must be performed on each batch and specific labeling rules must be followed. This is a simplified overview. For more detailed information, contact one of the County Health Department offices listed below.

Benton Co. Health Dept.
501-271-1055
Carroll Co. Health Dept.
870-423-2923
Madison Co. Health Dept.
501-738-2612
Washington Co. Health Dept.
501-521-8181

Dr. Jerry O'Bryan is the Food Program Specialist for our area. His number is 501-444-7700. He can identify facilities in the area that are can be used for food processing. If you are *self-processing* at your own or a rented facility, the burden of testing falls on you.

Co-packers take your recipe and produce, and they do the actual canning. The burden for testing belongs to them. There are two co-packers in Northwest Arkansas. The use of co-packing is being considered.

PRODUCT LIABILITY INSURANCE

Such insurance is necessary to protect the producer from claims arising from the sale of processed products. When a vendor has product liability insurance, the market in turn has an additional layer of protection.

The Fayetteville Farmers' Market already has its own insurance with McCartney Faucette agency. This is a products and premises liability policy with $1 million per occurrence or year. We also purchase a separate "directors and their judgements" professional policy to cover board actions. By requiring product liability from processed products vendors we complete the circle, and will have a strong defensive posture against potential lawsuits.

The amount of product liability insurance appropriate for a given product will depend on several factors. How potentially hazardous is the product? How much distribution does the product get? Is it sold only at the market, or to grocery stores or other places? What is the sales volume? Because of these variables, the Board is not recommending a specific level of product insurance. This is a question that can be looked at in the committee that juries and admits new products.

How does a vendor obtain liability insurance? You shop for it – and a good place to start is with the agency that insures other aspects of your life. Often rates are lower when combined with other insurance policies. Find out if a general farm liability policy covers off-farm sales (the Market) or any products. Most likely it does not, but perhaps product coverage can be attached to a general liability policy. Here are figures from an inquiry made by a Market member. A "fruit and vegetable dealer" policy ($300,000 coverage, for sales volume up to $15,000/year) would add $220/year to a general farm liability policy. Without this, the member would not be covered while selling fruits and vegetables at the Market. Adding "meat, fish, and poultry" coverage (for sales up to $5,000) would cost $34/year additional.

Different insurance agencies will have different plans. You must tell them exactly what you do to be assured of adequate coverage, because direct marketing is a relatively new insurance need. Even traditional farm insurers may have a problem understanding the concept, so be specific, and shop around.

Two outfits with experience in insuring direct market farmers were named in *Growing for Market*, November 1999. One is Goodville Mutual Casualty Company in New Holland, PA. You can call the company at 800-448-4622 to find an agent who sells their policies. Also, the North American Direct Marketing Association can provide coverage for direct marketing activities (although perhaps not for specific products.) They provide $1 million coverage. Based on gross receipts, their rates start at $375, which includes $75 to join the organization. Call 888-884-9270 for information.

VIEWPOINT: SO YOU WANT TO ADD $VALUES TO YOUR PRODUCT?

By Donna Doel, Doeling Dairy

When I step back and think about what drove me to become a cheese-maker and dairy farmer, I will have to say it was not the profit margin. But from where I stand now, I will have to admit that profitability IS the first question anyone contemplating such a venture must consider. How is this evaluated? Well, lots and lots of number crunching: From ingredients, packaging, marketing, labor, facilities over-head, taxes, regulatory costs. Then there is the question of will the consumer buy my product and how much will I need to sell to cover my expenses let alone make a profit? Finally, you have all the numbers! And guess what? There's no guarantee you will succeed. Yes, RISK is perhaps the biggest factor you must be willing to accept in your value-added product adventure. Entrepreneurs are often defined as those able to take greater risks than the average, sane human being.

I believe to produce a quality product and to maintain the stamina required for all the challenges presented by the endeavor, the producer must have a very deep well of desire to create the product. Your desire – passion, if you will – is what sells the product, not simply your motivation for a higher profit margin. So you must ask yourself honestly if your desire to produce this new product is founded in something stronger than profit margin alone – because chances are, you won't make that profit margin right away and you'll have to have "staying power." In addition to sustaining the financial challenge that can result over the years it can take to introduce your product, you will have to have a concrete faith in your product and be willing to adapt and improve, and draw upon creativity and problem solving – oh, and yes, you will have to listen to the CONSUMER.

I think we as a group of farmers are generally in agreement that building a rural economy, i.e., making a living, is challenging. One of the purposes of the Farmer's Market is to provide access to a marketing venue otherwise difficult to participate in for farmers. There are already enough checks and balances in place (those I just noted above as well as in the market place and in our own organization) that will trip up anyone with a bad product or ill-intentions. I think it is our responsibility to encourage and support any farmer desiring to create one more product that is unique, wholesome, and high quality.

VIEWPOINT

By Al Kennett, Doeling Dairy

Whenever a change comes into our lives, even a change for the better, we naturally feel some apprehension. We are facing a change at the Fayetteville Farmers' Market: the addition of more value-added products, and naturally new concerns arise. One of those concerns is the fear that because many value-added products are higher priced than produce, they have an automatic advantage over produce and will rapidly drive all produce vendors from the market. The fear is that "nickel and dime" sales of garlic and tomatoes cannot possibly compete with $5.00 jars of jelly.

My impression is that value-added products do not have an automatic advantage over anybody and I will relate two case histories to illustrate. First: We already have many value-added products in the form of crafts. Our craft vendors sell their wares for a wide range of prices, many of which are a good deal higher than the average pint of produce, and yet there was not one craft vendor in the top 10 of over-all sales last year. Evidently the theory that higher prices mean higher sales is not doing them much good. Second: Consider the example of Doeling Dairy. Last year we had the "Best Salesman" at the market, we tied for the "Most Markets Attended." Additionally, Doeling Dairy received substantial free newspaper publicity (goats make for fun news items), and our products won a blue ribbon in a national competition. Pile all these advantages on top of the fact that our value-added products start out with an "automatic advantage," since they are priced higher than produce, and you'll assume that we must have finished in 1st place last year. Not quite. 2nd place, then? Not exactly. 3rd place? Nope. The automatic advantage of our value-added produce combined with all our other achievements (and free press) resulted in only a ranking of 8th place, behind all the top produce vendors who didn't attend as many markets as we did. .

I think it's safe to say higher prices do not mean higher sales, value-added products do not have an automatic advantage over produce. If you want an advantage, my suggestion is: Grow peaches.

packet presented by Colleen Gaston C.C. 6/6/2000

ORDINANCE NO._____

AN ORDINANCE REPEALING §156.04, §169.03(B)(6), AND §170.03(A) OF THE CODE OF FAYETTEVILLE, UNIFIED DEVELOPMENT ORDINANCE, AND AMEND THOSE SECTIONS TO PROHIBIT NON-FINAL, PARTIAL AND OR PHASED GRADING AND/OR STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL PERMITS.

WHEREAS, the City Council desires to clarify certain sections of the Unified Development Ordinance by requiring only complete and final permits rather than any non-final, partial and/or phased permits.

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

Section 1. Chapter 156, Variances, §156.04, Stormwater, Drainage and Erosion Control is hereby repealed and the following inserted in its stead:

§156.04 STORMWATER, DRAINAGE AND EROSION CONTROL. Certain variances of the Stormwater Management, Drainage and Erosion Control regulations except for the prohibitions contained therein against issuing non-final, non-partial and/or phased permits may be applied for as follows:

Section 2. Chapter 169, Physical Alteration of Land, §169.03, Permits Required/Exceptions, (B) Exceptions, (6) Grading Plan Approval is hereby repealed and the following inserted in its stead:

§169.03 Permits Required/Exceptions.

B. Exceptions.

(6) Grading Plan Approval. No grading permit shall be issued until the grading plan, endorsed by the registered architect, landscape architect, or engineer, is approved by the City Engineer. A separate permit shall be required for each site; it may cover both excavations and fills. Any application for a grading permit required under this chapter shall be combined with a drainage permit application under Chapter 170, Stormwater Management, Drainage and Erosion Control, if such drainage permit is required. Coordination with Chapter 167, Tree Protection and Preservation, is required. Grading permits and/or Stormwater Management, Drainage and Erosion Control permits may be issued only for an entire subdivision or large scale development and no non-final, partial and/or phased permits may be issued.

Section 3. Chapter 170, Stormwater Management, Drainage and Erosion Control, §170.03, A. Applicability is hereby repealed and the following placed its stead:

§170.03 PERMITS REQUIRED.

A. Applicability. This chapter shall apply to all land within the corporate limits of the City of Fayetteville and the Fayetteville planning area, no person may subdivide and develop, change to a more intensive land use, construct or reconstruct a structure, or change the size of a structure, except as hereinafter exempted, without first obtaining a stormwater management, drainage and erosion control permit from the City. Stormwater management, drainage and erosion control permits may be issued only for an entire subdivision or large scale development and no non-final, partial and/or phased permits may be issued. The City issues two types of stormwater management, drainage, and erosion control permits as identified in the following subsection:

1. Construction Permit. Construction permit applications for stormwater management, drainage and erosion control shall be required prior to initiating any construction, development, or alteration activities, and shall be approved by the City Engineer.

2. Grading Permit. Grading permit applications shall be submitted in accordance with Physical Alteration of Land, Chapter 169. The grading permit requirements may be combined into the stormwater management, drainage and erosion control permit when determined appropriate by the City Engineer.

PASSED AND APPROVED this ___ day of _____, 2000.

APPROVED:

By:_____
Fred Hanna, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

FAYETTEVILLE

LEGAL DEPARTMENT
CITY ATTORNEY DIVISION

JERRY E. ROSE, CITY ATTORNEY
LAGAYLE D.MCCARTY, ASST. CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor
Fayetteville City Council

From: Jerry E. Rose, City Attorney

Date: April 24, 2000

Re: **Ordinance Requirements for Stormwater Management, Drainage, and Erosion Control Permits and Grading Permits.**

At the request of Alderman Cyrus Young I have prepared this report on the stormwater management drainage, and erosion control permits (SMD and EC permits) and grading permits. Specifically, Alderman Young asked this office to determine what permits, if any, were issued to the CMN Business Park and whether or not any permits issued were in conformity with current city ordinances. The report has been prepared in a question and answer format.

1. What ordinances apply? Chapters 169 and 170 of the Uniform Development Ordinance (Titled Physical Alteration of Land and Stormwater Management, Drainage and Erosion Control, respectively) are the main permitting ordinances.

2. What permits are required? Section 169.03 states that no grading, filling, excavation or land alteration of any kind shall take place without a grading permit. Section 170.03 states that no person may subdivide and develop, change to a more intensive land use, construct or reconstruct a structure, or change the size of a structure, except as hereinafter exempted, without first obtaining a stormwater management, drainage and erosion control permit from the City.

3. May the grading permit and the SMD and EC permit be combined? Yes, §169.03 states that any application for a grading permit required under this chapter shall be combined with a drainage permit application under the Stormwater Management, Drainage and Erosion Control Ordinance. Section 170.03 states that grading permit requirements may be combined into the SMD and EC permit when determined appropriate by the city engineer. (note that §169 is mandatory and §170 is discretionary).

4. Is a drainage permit the same thing as an SMD and EC permit? I think so but its hard to say with certainty. The only time "drainage permit" is used is in §169.03 above. Section 170.03 states that there are two types of SMD and EC permits: (1) construction permits and (2) grading permits. There is no mention of a "drainage permit" in Chapter 170.

5. Why does CMN Business Park need permits? CMN Business Park applied for and received subdivision large scale development approval from the Planning Commission. Phase I and Phase II of that project provide for a commercial subdivision to be laid out to include lots, streets and water and sewer. Individual developments over 1 acre within the subdivision would each have their own large scale development application and approval before the planning commission. Every large scale development requires SMD and EC permitting and grading permitting.

6. What permits were issued to CMN Business Park? No final SMD and EC or grading permit has been issued. Four approval letters which the city engineering staff considers to be a partial/phased permit have been issued. I am attaching those four partial/phased permits to this memo.

7. Are these partial/phased permits issued prior to final review and approval of the Stormwater Management, Drainage and Erosion Control Plan and the final review and approval of the grading plan? Yes.

8. What about the argument that until the final plans are completed one cannot know whether or not a partial/phased permit should be issued? Not a bad question but I'm not sure my law degree is much use in answering it. I am assured by city staff that all of the work being done under the authority of the partial/phased permits meets the engineering requirements of the ordinances. Certainly a review of the text of the partial/phased permits show on their face a compliance with city standards and are approved subject to specific instructions. The developer proceeds at his own risk. If the final permit or plan is not approved it must be revised to conform with the requirements of the ordinance or work cannot be completed.

9. Does the issuance of a partial/phased permit allow the developer to circumvent or avoid any of the requirements of a final permit or plan? No. All requirements as to the particular work being done appear to be followed even including review by the landscape administrator when required.

10. Can you show me where in the ordinances that a partial/phased permit is specifically allowed? No. There is no specific authorization for such a permit. There is also no

specific prohibition of such a system.

11. Is it possible to interpret the SMD and EC ordinance and the Physical and Alteration of Land Ordinance in such a way as to prevent any developer from doing virually any work until a final grading and/or SMD and EC plan or permit is approved? Probably.

12. Is it possible to interpret these ordinances so as to allow for a partial/pahsed permit? Yes. Not only are they not specifically prohibited but §156.04 allows variances to the SMD and EC ordinance.

13. Who interprets these ordinances? Section 152 of the UDO states that the city engineer administers, interprets and enforces these ordinances. Appeals from the city engineer's interpretations are to the Planning Commission.

14. Are the developers dictating how these ordinances are being interpreted? I found no evidence of this. I can tell you from my own experience that I get far more complaints from developers about stringent or excessive enforcement than from citizens regarding lax enforcement.

15. Is there any reason to believe that city engineering staff is deliberately not following these ordinances? No. My conversations with city engineering staff indicate a genuine desire and commitment to follow to the letter all city ordinances. Where such ordinances allow for interpretations and discretion it appears to have been applied fairly and with common sense.

I have attempted to answer the questions that seem to arise from the inquiry Alderman Young requested. Let me remind you again that I am not an engineer and accordingly my area of expertise is limited. If I can answer any other questions, I will be pleased to try. I am sure the city engineering staff will also make themselves available for further inquiry.

/cbp
Attachment

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mr. CharlesVenable, Public Works Director

THRU: Mr. Jim Beavers, City Engineer

FROM: Ron Petrie, Staff Engineer RSP

DATE: April 24, 2000

RE: CMN Business Park, Phases I & II
Engineering Approvals

Attached are copies of the approval letters that were sent to Milholland Company for the CMN Business Park project engineering approvals.

A summary of these approvals are listed below by date:

July 20, 1999 - Grading Plan/Street Subgrade Approval
September 2, 1999 - Revised Grading Plan Approval
January 11, 2000 - Box Culverts Approval
April 5, 2000 - Water & Sewer Approval

Please let me know if you need additional information.

July 20, 1999

COPY

Milholland Company
Melvin L. Milholland
205 West Center Street
Fayetteville, Arkansas 72701

Re: CMN Business Park II, Phases I & II
Grading Plan/Street Subgrades

Dear Sir:

The revised grading plan that was resubmitted June 3, 1999 along with the proposed street subgrades have been reviewed for general compliance with City standards and are approved with the following conditions:

1. A plan for the grading associated with the wetlands mitigation to be submitted prior to beginning that construction.

2. Prior to placing fill within the floodway, floodplain, or wetlands, the COE approved permit must be provided to the Engineering Department.

3. Provide a copy of the executed contract documents with the required Performance & Payment Bond, Insurance, etc....

4. Provide a copy of the approved State NOI or site specific NPDES.

5. Any and all damage to all City streets, due to this construction or contractor for CMN, shall be repaired to the City satisfaction with no expense to the City.

6. As stated previously, the proposal to use boulders in lieu of a fence or rail on the rock cuts is not approved. The permanent safety railing must meet the SBBC requirements. Also, a temporary safety system must be in place during construction when rock cuts exceed 3 feet.

7. The grading on Lot 7 extends beyond the tree preservation fencing. Please clarify.

8. The street subgrade undercut, removal of unstable in-situ material, and fill to meet the recommendations as contained in the March 1999 geotechnical report.

9. Grubbs, Hoskyn, Barton & Wyatt to provide "full-time" inspection on the street subgrade construction. The handwritten daily test results will be available at the job site.

10. The contractor to provide a one (1) week notice to the City prior to the installation of the proposed traffic control devices. Also, the contractor to provide safety personnel and flagmen when the street has to be closed. The City must be notified when the street will be closed for any extended period of time.

11. As previously stated, the blasting contractor must meet the blasting ordinance and Fire Code requirements. If Joyce Street must be closed for blasting, the closure must have a short duration and be preplanned for specific times with a minimum of 24 hours notice given to the City.

12. As previously stated, some intermediate grading of the lots to use the excavated materials is acceptable, but the final grading cannot be approved without a drainage plan.

13. Because of the limited amount of existing cover over the 36" waterline on Mall Avenue, three (3) feet of hillside or SB-2 material should be placed over the existing ground surface prior to driving heavy equipment over the waterline.

14. A preconstruction conference is required prior to beginning construction. A separate preconstruction conference concerning the sanitary sewer replacement and encasement.

15. This review was for general compliance and does not relieve the owner from any items discovered during construction which are deemed necessary to comply with City criteria.

Just for clarification, the following items that are shown on these plans are **not** approved at this time. A separate review will be made and separate review letters will be sent concerning these items:

1. As discussed at today's meeting, a separate letter concerning the acceptable street sections that can be utilized for this project will be sent.

2. The intersection of Shiloh and Steele along with the proposed islands are still under review and are not approved at this time.

3. The two (2) Mud Creek bridges will not be reviewed by the City. The City will rely completely on Garver Engineers for the design of these two bridges.

4. The permanent drainage improvements including the proposed swale and 54" SRMP as shown on Lot 6 cannot be approved in advance of the submittal of the drainage calculations.

If you have any questions, please feel free to call and discuss.

Sincerely,

Ronald S. Petrie, P.E.
Staff Engineer

COPY

September 2, 1999

Milholland Company
Melvin L. Milholland
205 West Center Street
Fayetteville, Arkansas 72701

Re: CMN Business Park II, Phases I & II
Revised Grading Plan

Dear Sir:

The revised grading plan that was resubmitted September 1, 1999 which included the lot fills have been reviewed for general compliance with City standards and is approved with the following conditions:

1. A plan for the grading associated with the wetlands mitigation to be submitted prior to beginning that construction.

2. Prior to placing fill within the floodway, floodplain, or wetlands, the COE approved permit must be provided to the Engineering Department.

3. Provide the Engineering Department a copy of the approved Floodplain Development Permit prior to placing any fill within the floodplain.

4. As previously stated, some intermediate grading of the lots to use the excavated materials is acceptable, but the final grading cannot be approved without a drainage plan.

5. All comments and conditions from the previous approval letters.

6. This review was for general compliance and does not relieve the owner from any items discovered during construction which are deemed necessary to comply with City criteria.

If you have any questions, please feel free to call and discuss.

Sincerely,

Ronald S. Petrie, P.E.
Staff Engineer

January 11, 2000

Milholland Company
Guy Washburn, P.E.
205 West Center Street
Fayetteville, Arkansas 72701

COPY

Re: CMN Business Park II, Phases I & II
Proposed Box Culverts

Dear Sir:

The revised plans and drainage report for these box culverts that were resubmitted for this project have been reviewed for general compliance with city standards and are approved subject to the following comments or requested revisions:

1. The letter of transmittal states that a copy of the *Bar Shop drawing for 90 degree wingwall* is attached. This plan sheet was not found with the submitted materials.

2. The storm pipe sizes that are shown to connect to the wingwalls have not been reviewed and are subject to change.

3. A copy of a previously approved handrail detail with vertical supports is attached. Please revise the detail in these construction drawings.

4. On Sheet P29, the drop inlet detail that is shown does not contain dimensions that match the plan & profile sheets. Will this detail be utilized or will the standard AHTD detail as shown on standard drawing FPC-9 be utilized for construction?

5. A preconstruction conference is required prior to beginning this construction and after the above items have been addressed in sufficient detail. Please contact Sid Norbash to schedule and provide two revised sets of plans at this meeting.

6. Milholland Company to provide construction inspection.

7. This review was for general compliance and does not warrant your design and does not relieve the owners from any items discovered during construction which are deemed necessary in order to comply with City criteria.

If you have any questions, please feel free to call.

Sincerely,

Ronald S. Petrie, P.E.
Staff Engineer

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

April 5, 2000

Milholland Company
Melvin L. Milholland, P.E.
205 West Center Street
Fayetteville, Arkansas 72701

RE: CMN Business Park II
Water & Sewer Approval

Dear Sir:

The revised water & sewer construction plans for this project have been reviewed for general compliance with applicable requirements and are approved subject to the following items:

1. If at all possible, provide signed easement documents and construction plans for the waterline connection near the mall.

2. Provide the signed easement documents for the proposed waterline on Lot 1, Centerbrook Subdivision or install the waterline a minimum distance of 10' from the existing right-of-way.

3. The existing mud creek sanitary sewer piers may have to be completely replaced rather than reinforced depending upon the site conditions.

4. Approval from the Arkansas Department of Health. This has been provided, although a copy of the revised plans from the City Reviews was requested by the Health Department.

5. Because of the proposed location of the waterline at several locations, the road embankment will have to be in place and properly compacted prior to placing the waterline within the fill section.

6. A preconstruction conference is required prior to beginning construction and after the above items have been addressed.

7. Milholland Company to provide construction inspection.

8. The review by the City was for general compliance and does not warrant your design and does not relieve the Owner from any items discovered during construction which are deemed necessary to comply with City criteria.

A separate review letter will be sent as soon as possible for the remainder of the project which includes street and drainage. Please do not hesitate to call if you have any questions.

Sincerely,

Ronald S. Petrie, P.E.
Staff Engineer

Milholland Company
Engineering & Surveying
Melvin L. Milholland, PE, PLS

REGISTRATIONS:
PE: AR, OK, MO
PLS: AR, OK

May 4, 2000

Mr. Ronald S. Petrie, P.E.
City of Fayetteville
113 W. Mountain
Fayetteville, Ar 72701

Re: CMN Business Park II
Lot 1 Revised Grading Plan

Dear Ron:

As discussed in a previous meeting the slope on lot 1 has been revised from 2.5% to 1% to provide additional fill capacity for the shot rock generated from lot 10. The limits of disturbed area are virtually the same as previously submitted. In our last meeting verbal approval was obtained from the Engineering Department to proceed.

We respectfully request written confirmation from the Engineering Department that our revised grading plan for lot 1 April 11, 2000 is approved as submitted.

Please contact our office if there are any questions.

Sincerely,

Guy A. Washburn, P,.E.

cc: file, CMN, Micki H. Jim I.

205 West Center Street, Fayetteville, Arkansas 72701; Phone: (501) 443-4724; Fax: (501) 443-4707; E-mail: EngrMCO@aol.com

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

May 8, 2000

Milholland Company
Melvin L. Milholland, P.E.
205 West Center Street
Fayetteville, Arkansas 72701

Re: CMN Business Park II, Phases I & II
Revised Grading Plan for Lot 1

Dear Sir:

In regards to your letter dated May 4, 2000, the revised grading plan for Lot 1 of the CMN Business Park was previously approved verbally. The revisions were considered minor and the limits of grading did not change. Of course, all conditions of all previous approvals remain valid.

If you have any questions, please feel free to call and discuss.

Sincerely,

Ronald S. Petrie, P.E.
Staff Engineer

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

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

June 1, 2000

Mr. Mel Milholland
Milholland Engineering Company
205 West Center
Fayetteville, Arkansas 72701

Re: Grading Plan for Steele Crossing.

Dear Sir,

The grading plan submitted May 24 and revisions submitted May 26 have been reviewed by Engineering for general compliance and the plan is approved subject to the following specific conditions:

1. The City's review was for general compliance and does not warrant or guarantee the design.

2. The review by Engineering was specifically for grading and erosion control.

a. Tree protection requires separate approval from the Landscape Administrator. Comments and conditional approval from the Landscape Administrator are attached.

b. The drainage calculations will be reviewed independently. This is based upon:

I. Engineering policy allows phased and partial project approvals based upon the drainage effects to adjacent properties.

ii. Erosion control shall be installed prior to any work.

iii. The overall drainage design and calculations for CMN have been reviewed and are in the process of approval. Your drainage design for this LSD must conform to your overall CMN drainage plan. Further, your design must protect the wetlands and other mitigated features. This final protection and drainage design should be confirmed through your sub-consultant EGIS and the information furnished to the City. It is my understanding that the USACOE will require monitoring of the wetlands for 5 years.

iv. The developer proceeds entirely at his own risk and shall make any and all grading/drainage changes or improvements necessary after the final drainage review.

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

3. Approval of engineering items including grading is not a warranty or guarantee of approval of any subsequent phase or the overall project by, or for, Engineering or any other City office. If the developer proceeds with the grading he does so entirely at his own risk pending all other approvals.

4. The developer, contractor and private engineer are responsible to comply with all City requirements even if such requirements are discovered subsequent to this approval.

5. Further discussion of the non-plan items required by the Grading Ordinance (Physical Alteration of Land) at the preconstruction conference. These items include the source of fill, disposal site for export, time schedule for restoration, quantities of cut and fill ... refer to the ordinance for specifics.

6. Inspection of all tree protection fencing, the Landscape Administrator's requirements, erosion control, grading, drainage and other civil engineering items by Milholland Company.

7. This letter shall serve as the "permit" and as required by the Grading Ordinance (Physical Alteration of Land) a copy shall be posted on site.

8. Approval of the plan and compliance with requirements of the Landscape Administrator.

a. The Landscape Administrator was present at the May 24 and May 26 meetings and further met with Mr. Milolland, Mr. Venable and myself onsite May 25, 2000.

b. A copy of the Landscape Administrator's comments and conditional approval is attached.

9. No grading may start prior to a preconstruction meeting at the City of Fayetteville. In addition to the City and Milholland, representatives of the contractor must attend this meeting. You may begin the installation of tree protection fencing and erosion control prior to the preconstruction meeting. After these two items are installed the City and the private engineer shall inspect the installations.

10. All parties are aware of the Chancery/Circuit Court cases (Serafini et al vs. City of Fayetteville, Argus Properties and Fayetteville Exchange, Circuit Case no. 2000-536, Chancery Case no. 2000-997) involving this development.

In addition the City is aware of the Federal Court Case (Byron vs. Argus Properties et al; USDC no. 00-CIV-5108) involving trees on or near the development.

Obviously, any tree removal must be in compliance with all applicable orders and directive of any Court effecting this development.

Further, no tree removal, prior to grading or associated with grading, may begin until:

a. you have complied with all requirements of the City's Landscape Administrator,

b. you and all applicable contractors (including loggers) attend a preconstruction meeting with the City's Landscape Administrator and Engineering Division where the conditions of approval may be further explained,

c. you have installed the tree protection fencing and erosion control in the effected area and such tree protection fencing and erosion control is inspected and approved by you, the City's Landscape Administrator and Engineering Division.

11. Construction compliance with comments from the City's sidewalk and trails coordinator and the sidewalk ordinance. The sidewalk coordinator has reviewed the plan with Engineering and offers the following conditions:

a. Strict adherence to the Sidewalk Ordinance.

b. Concrete approaches.

c. Milholland shall contact the sidewalk coordinator prior to fine grading for the drives and sidewalks.

d. Inspection by Milholland and the Sidewalk Coordinator of the grading and forms prior to any approach, driveway or sidewalk concrete placement.

12. Where applicable, compliance with all State and/or Federal requirements which may include (a) formulation of a SWPPP, filing the NOI and (b) concerns for wildlife (the nesting hawk). I recommend that you speak with Mark Bradley at ADEQ (501-682-0628) to see if the individual LSD grading plan is covered under the overall CMN SWPPP or if a separate SWPPP is required. Please furnish this information at the preconstruction meeting.

13. A Floodplain permit has been issued by the Floodplain Administrator for the grading and fill in the Floodplain areas of this lot.

14. If any of the conditions of approval are not satisfied the total approval is void.

Sincerely,

Jim Beavers

Jim Beavers, P.E.
City Engineer

enclosure:
1. Original letter from Kim Hesse dated May 30, 2000

cc:
Jerry Rose, City Attorney
Mr. Venable, Public Works Director
Kim Hesse, Landscape Administrator
Chuck Rutherford, Sidewalk and Trails Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

RECEIVED
MAY 3 0 2000
Hand del. by Kim Hesse to Engr.
1:58 pm.

TREE AND LANDSCAPE DEPARTMENT

TO: Mr. Melvin Milholland, P. E.

FROM: Kim J. Hesse, Landscape Administrator

DATE: May 30, 2000

SUBJECT: Steele Crossing, CMN Business Park II

The grading plan revised per Fayetteville's Engineering Department comments and submitted May 26th, have been reviewed for general compliance and is approved subject to the following conditions:

1. All tree protection fencing as shown on the plans shall be installed per the detail on the grading plan with fence posts placed no less than 8' apart. Protective fencing must be in place around all trees indicated for protection prior to any tree removal or grading activity. The Landscape Administrator must inspect said protective fencing prior to any disturbance on the site. Tree removal is defined as site disturbance for the purposes of this letter.

2. Additional protection shall be required for trees directly impacted by construction. Trees adjacent to proposed building construction and grading activities, where a portion of the dripline will be impacted, are to have 4 inches of mulch placed within the limits of the disturbed dripline to reduce soil compaction.

3. Root pruning will be required as necessary. The Landscape Administrator is to be called for inspection during root pruning activity. During tree removal and site construction, any tree indicated for preservation whose roots become exposed, shall be pruned flush with the soil, covered with 4" of mulch and watered throughout the duration of construction. If roots of protected trees are likely to be disturbed due to removal of adjacent trees, roots shall be pruned prior to any disturbance. Prune roots with a rock saw, trencher, by hand excavation with direct pruning of the roots with sharpened pruning loppers, or other approved methods. Roots are to be pruned as far from the protected trees trunk as possible

4. All trees adjacent to construction shall be watered on a weekly basis. Tree crowns shall be sprayed with water periodically to reduce dust accumulation on the leaves.

5. Pruning to provide clearance for construction equipment and proposed structures shall take place prior to tree removal adjacent to protected areas. All pruning of limbs must be done according to recognized approved standards such as the International Society of Arboriculture pruning standards.

6. Any utilities required within the limits of a protected tree's critical root zone shall be bored or installed with a soil auger to reduce impact to the critical root zone.

7. Trees numbered as T53 and T68 on the grading plan dated 5-25-00, are not to be removed at this time. The project engineer shall investigate alternative paving methods for the drive and parking area located east and north of the four shops to the west of the tree protection area. It is the responsibility of the engineer to justify the use of a standard curb, gutter and paving section which will be detrimental to the health of these trees. Tree T53 is marked in the field with a metal tag as #559, T68 is marked as #658.

Thank you for your cooperation.

Kim J. Hesse

Kim J. Hesse, RLA

[DIVIDER 6: PHYSICAL ALTERATION OF LAND]

CHAPTER 169: Physical Alteration of Land

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CHAPTER 169:
PHYSICAL ALTERATION OF LAND

§169.01 INTENT.

A. It is the City's intent to safeguard the health, welfare and safety of Fayetteville citizens by implementing standards and procedure for the physical alteration of land. It is not the City's intent to supersede Federal or State regulations such as, but not limited to, the Occupational Health & Safety Act.

repealed & replaced Ord. No. 4113, p. 1

B. The purpose of this chapter is to control excessive grading, clearing, filling, and cutting (or similar activities) which or in combination cause landslides, flooding, excessive run-off, degradation of water quality, erosion and sedimentation in storm sewer systems and water storage basins.

(Code 1991, §161.01; Ord. No. 3551, 6-4-91)

§169.02 GENERAL REQUIREMENTS.

A. Protection. Persons engaged in land alteration activities regulated by this chapter shall take measures to protect public and private properties from damage by such activities.

repealed & replaced Ord. No. 4113, p. 2

B. Site Conditions. Development shall conform to the natural contours of the land, natural drainage ways, and other existing site conditions.

C. Adjacent Properties. All developments shall be constructed and maintained so that adjacent properties are not unreasonably burdened with surface waters as a result of such development. More specifically, new development may not unreasonably impede water runoff from higher properties nor may it unreasonably channel water onto lower properties.

D. Restoration. Land shall be revegetated and restored as close as practically possible to its original condition so far as runoff and erosion are concerned.

(Code 1991, §161.02; Ord. No. 3551, 6-4-91)

§169.03 PERMITS REQUIRED/ EXCEPTIONS.

A. Permit Required. No grading, filling, excavation or land alteration of any kind shall take place without a grading permit.

B. Exceptions. Exceptions to this rule are as follows:

1. Excavation Below Finish Grade. Excavations below finished grade for basements, footings, swimming pools, hot tubs, septic systems, retaining walls, and like structures authorized by a valid building permit.

2. Cemetery Graves. Cemetery graves.

3. Refuse Disposal. Refuse disposal sites controlled by other regulations.

~~4.~~ **Single Family/Duplex.** Construction of one single family residence or duplex.

~~5.~~ **Previous Platted Subdivision.** Previously platted single-family subdivisions for which preliminary plat approval was given prior to June 4, 1991.

repealed & replaced w/ B.4 through B.6 Ord. 4113 p. 2

169.03.B.

6. One-Half Acre Sites. Sites of up to one-half acre shall be exempt UNLESS:

a. Slope. The cut or fill is greater than five feet in depth and results in a slope greater than five horizontal to one vertical; or

b. Cut/Fill. More than 100 cubic yards of material are cut or filled.

7. Building Additions. Building additions of less than 1,000 square feet where associated land alteration activities are not beyond the scope of what is necessary to construct said addition.

8. Floodplain/20% Slope. The following shall require a grading permit without exception: developmental activities within a 100 year floodplain or on a 20% or greater slope and any excavation site from which fill will be exported or imported.

9. Grading Plan Approval. No grading permit shall be issued until the grading plan, endorsed by a registered architect, landscape architect, or engineer, is approved by the City Engineer. A separate permit shall be required for each site; it may cover both excavations and fills.

repealed & replaced w/ B. 4-B. 6 4113 Ord. 2 p.

(Code 1991; §161.03; Ord. No. 3551, 6-4-91)

169.03 C. Added Ord. 4113, p. 2

§169.04 MINIMAL EROSION CONTROL REQUIREMENTS. If exempt under §169.03, a grading permit is not required. However, exempt as well as nonexempt activities shall be subject to the following minimal erosion and sedimentation control measures:

A. Natural Vegetation. The potential for soil loss shall be minimized by retaining natural vegetation wherever possible.

~~**B. Stabilization.** All graded and~~ otherwise disturbed areas shall be stabilized within 15 days after each stage of final grade is established. Stabilization methods such as baled straw, filter fabric, ditch checks, diversion ditches, brush barriers, sediment basins, matting, mulches, grasses and ground cover shall be used.

repealed & replaced Ord 4113, p. 2

C. Intermittent/Perennial Streams. No intermittent or perennial stream, including a 25 foot perimeter strip measured from the top of the bank, shall be graded, developed, channeled or physically altered UNLESS adequate guarantees are made for erosion and sedimentation control. Likewise, cuts or fills shall be set back sufficiently from intermittent and perennial streams and other storm water drainage systems to guarantee that there will be no damage from erosion or sedimentation.

D. Excavation Material. Excavation material shall not be deposited in or so near streams and other storm water drainage systems that it may be washed downstream by high water or runoff.

E. Fording Streams. Fording of streams with construction equipment or other activities which destabilize stream banks shall not be permitted.

F. Removal of Mud/Dirt From Public Street. Any debris, soil or mud from development sites reaching a public street shall be immediately removed.

(Code 1991, §161.04; Ord. No. 3551, 6-4-91; Ord. No. 3947, §1, 2-6-96)

§169.05 ONE-TIME APPROVALS.

A. Utilities. Public and private utility organizations may obtain a one-time approval from the City Engineer for all routine underground electric, water, sewer, natural

169.05

gas, telephone or cable facilities. The approval will include a utility organization and its contractors, agents, or assigns and will be permanent in nature as long as the original approved procedures are followed.

B. Stockpiling Materials. One-time approval may be obtained by public or private entities for the stockpiling of fill material, rock, sand, gravel, aggregate or clay at particular locations, subject to Zoning, Chapters 160-165.

(Code 1991, §161.05; Ord. No. 3551, 6-4-91)

§169.06 LAND ALTERATION GUIDELINES.

Repealed & Replaced Ord 4113, pp. 2-8

A. Excavation and Grading Manual. Grading plans shall follow the Excavation and Grading Manual and shall be evaluated by the City Engineer on the basis of the minimal erosion control requirements of §169.04, considerations in C., D., E. and F. below; and approval criteria set forth in §169.10.

B. City Engineer. On-site soil types plus existing and planned slopes and existing and planned vegetation shall influence the degree to which more lenient or more stringent guidelines are required by the City Engineer.

C. Cut or Fill Slopes.

1. Finish Grade. Cut or fill slopes shall have a finish grade no steeper than 33% (3.00 horizontal to 1 vertical), UNLESS thoroughly stabilized by retaining walls, cribbing, terraces, vegetation or other means approved by the City Engineer.

2. ~~Existing~~ Topography. Cut or fill slopes shall be constructed to eliminate sharp angles of intersection with the existing terrain and shall be rounded and contoured to blend with the existing topography.

3. Setback Guidelines. The following setback guidelines shall be reviewed by the City Engineer for purposes of assessing safety, stability, and drainage problems:

a. Top or Toe of Cut. Buildings shall be set back from the top or toe of a cut or fill in accordance with Zoning, Chapter 160-165, Building Regulations, Chapter 173, or the approved grading plan, whichever is greatest.

b. Property Boundaries. Cut or fill slopes shall be set back from property boundaries as described by the minimum guidelines.

c. Public Rights-of-Way. Cuts adjacent to public rights-of-way shall be set back a minimum of 25 feet, excluding driveways or access roads.

D. Cuts.

1. Vertical Height. Cuts shall be limited to 15 feet in vertical height, UNLESS information demonstrating slope stability, erosion control and drainage control is provided together with a revegetation plan. Terraces shall be required for cut and fill slopes greater than 15 feet in height. It is recommended that terracing be at a maximum ratio of one foot of horizontal terrace for every foot of vertical surface.

2. Fill Material. In no case shall a cut be allowed primarily for the purpose of obtaining fill material to a different site, UNLESS the exporting site is located within an extraction district.

repealed + replaced Ord 4113, pp. 2-8

169.06 **E. Fills.**

1. Rocks/Fill. All imported fill shall be free of rocks greater than 12 inches in diameter and any detrimental organic material or refuse debris.

2. Compaction. Fill shall be placed and compacted as to minimize sliding or erosion of soil. Fill compaction shall equal the compaction of undisturbed, adjacent soil, except fills covered by Building Regulations, Chapter 173, or other structural fills. The City Engineer may require soil tests during compaction work or upon its completion at the expense of the permittee.

repealed + replaced Ord 4113 p. 6

3. Grade. Fill shall not be placed on existing slope with a grade steeper than 20% (5 horizontal to 1 vertical) UNLESS keyed into steps in the existing grade and then thoroughly stabilized by mechanical compaction.

F. Erosion and Sedimentation Control.

1. PermanentImprovements. Permanent improvements such as streets, storm sewers, curb and gutters and other features for control of runoff shall be scheduled coincidental to removing vegetative cover from the area so that large areas are not left exposed beyond the capacity of temporary control measures.

2. Top Soil. Top soil shall be stockpiled and protected for later use on areas requiring landscaping. If top soil or other soil is to be stockpiled for more than 30 days, a temporary cover of annual rye or other suitable grass shall be planted.

3. Existing Vegetation. Every means shall be taken to conserve and protect existing vegetation.

repealed + replaced Ord 4113 p. 7

4. Revegetation. Revegetation shall be required to meet the following performance standards:

a. 0 to 10% existing grade: Revegetation shall be a minimum of seeding and mulching. Said seeding shall provide complete and uniform coverage that minimizes erosion and run-off in no more than two growing seasons.

b. 10% to 25% existing grade: Revegetation shall be a minimum of hydroseeding with mulch and fertilizer, staked sod and/or ground cover. Said plantings shall provide complete and uniform coverage in no more than two growing seasons.

c. 25% to 33% finish grade: The slope shall be covered with landscape fabric and planted with ground cover (as per the performance standards in b. above) or covered with rip-rap. If rip-rap is used, the slope's stability and erodibility must be equivalent to or better than its predevelopment state.

d. More than 33% finish grade: Any finish grade over 33% requires landscape fabric and stabilization as described in §169.06 C.1.

F. **5. Plant/Water.** Plant materials shall be watered or irrigated and tended. Where irrigation or regular watering is not available, only native or acclimated plant species shall be used. If the soil cannot properly sustain vegetation, it must be appropriately amended. If revegetation is not firmly established and healthy after one year, the Landscape Administrator shall require that it be redone in part or total.

F. **6. Plant/Terrace Bench.** Plant materials shall be planted along terrace benches, (See: §169.01). Said plantings shall be spaced as necessary to thoroughly stabilize the terrace bench. The remainder of the terraced slope shall be revegetated and stabilized according to F.4. above.

169.06 F. 7. **Permanent Erosion Control.** The developer shall incorporate permanent erosion control features at the earliest practical time. Temporary erosion control measures will be used to correct conditions that develop during construction that were unforeseen during the design stage, that are needed prior to installation of permanent erosion control features, or that are needed temporarily to control erosion that develops during normal construction projects, but are not associated with permanent control features on the project.

F. 8. **Allowable Soil Loss.** Allowable soil loss shall not exceed the "T" factor, which is a component of the universal soil loss equation.

(Code 1991, §161.07; Ord. No. 3551, 6-4-91)

§169.07 GRADING PLAN SPECIFICATIONS.

A. Grading Plan. The applicant shall prepare a grading plan as follows:

1. Site Plan. Site plan at a scale no smaller than one inch equals 50 feet, showing property lines; vicinity map; name of owner, developer and adjacent property owners.

2. Existing Grades. Existing grades shall be shown with dashed line contours and proposed grades with solid line contours. Contour intervals shall be a maximum of two feet. Spot elevations shall be indicated.

~~3. **Designation of Grade.** Areas with 0 to 15%, 15% to 25%, 25% to 33%, and 33%+ grade shall each be identified in a distinguishing manner.~~

repealed & replaced Ord. No. 4113 p. 8

repealed & replaced Ord 4113 p. 8

~~4. **Identify Land to be Disturbed.** Land areas to be disturbed (graded, cut, filled or cleared) shall be clearly identified.~~

5. Engineer/Architect. Seal of a registered engineer, architect, or landscape architect certifying that the plan complies with this chapter.

6. Cuts and Fills. All cuts and fills, including height and slope, shall be clearly shown on the plan.

7. Streets and Rights-of-Way. Location and names of all existing or platted streets or rights-of-way within or adjacent to tract and location of all utilities and easements within or adjacent to the property shall all be indicated.

8. Lot/Building, Etc. Identification. The proposed location of lots, buildings, streets, parking lots and parks, playgrounds or greenspace shall be indicated. Also to be indicated is any existing or proposed building within 100 feet of the site.

9. Soil Type. Soil types shall be identified according to the unified soil classification system.

10. Natural Features. Location of natural features such as drainage ways, ponds, rock outcroppings, and tree cover. Indication of 100 year floodplains as defined by FEMA.

11. Streets and Drainage Ways. Profiles and cross sections for proposed streets and drainage ways.

12. Acreage/Zoning. Total acreage and zoning classification.

169.07 A. **13. Surface Water.** Provisions for collecting and discharging surface water.

repealed & replaced Ord 4113 p. 8

14. Underground Utilities. Profiles and cross sections of streets; drainage systems; and underground utilities, water and sewer.

15. Treatment of Slopes and Benches. The method of treatment for all slopes and benches shall be indicated.

169.07 **B. Preliminary Grade Plan.** The preliminary grading plan shall include all the above items except 5., 7., 11., 13. and 14. above.

The following additional required information may be reported in text rather than shown on the grading plan:

1. Time Schedule. A time schedule indicating the anticipated starting and completion dates of the development sequence and time of exposure of each area prior to stabilization measures.

2. Description/Fill Material/Compaction. Description of quantity (in cubic yards), source, and composition of imported fill material and compaction specifications. Also, note the quantity (in cubic yards) and destination of excavation materials to be removed from the site.

3. Natural Vegetation Preservation. Proposals for preserving natural vegetation and description of revegetation or other permanent erosion control strategy.

4. Runoff/Sedimentation. Specification of measures to control runoff and sedimentation during construction indicating what will be used such as straw bales, silt dams, brush check dams, lateral hillside ditches, catch basins, and the like.

5. Dust. Where excessive dust may become a problem, a plan for spraying water on heavily traveled dirt areas shall be addressed.

6. Soils Engineering Study. The City Engineer may require a soils engineering study or soil loss calculations if site conditions so warrant.

(Code 1991, §161.08; Ord. No. 3551, 6-4-91)

§169.08 GRADING PLAN SUBMITTAL.

A. Preliminary Grading Plan. A preliminary grading plan shall be submitted at the time of preliminary plat submission for subdivisions or plat submission for large scale development, whichever is applicable.

B. Final Grading Plan. No subdivision may be finalized nor large scale development plat approved before a final grading plan has been submitted to the City Engineer and approved.

C. In cases where neither subdivision plat nor LSD plat is applicable, proof of notification of adjacent property owners and grading plan must be submitted simultaneously with the application for a grading permit.

Cross Reference: Notification and Public Hearings, Chapter 157.

(Code 1991, §161.09; Ord. No. 3551, 6-4-91)

§169.09 MINOR MODIFICATIONS.

Finish grades shall be allowed no more than a 0.1 foot tolerance from the grading plan.

repealed & replaced Ord. 4113 p. 8

However, the City Engineer may authorize in writing minor modifications so long as they do not alter the direction of run-off and otherwise comply with the intent of this chapter. When applicable, major modifications must be brought before the Subdivision Committee for their approval.

(Code 1991, §161.12; Ord. No. 3551, 6-4-91)

repealed & replaced Ord. 4113 p. 8

§169.10 APPROVAL. In evaluating a grading plan for approval or denial, the City Engineer must determine that the following questions have been affirmatively resolved.

A. Has the developer followed the land alteration guidelines as set out in this chapter?

B. Where there are deviations from these guidelines has the developer offered alternative solutions which adequately resolve potential problems of erosion, flooding, sedimentation, and safety?

C. Has the developer complied with the intent of this chapter?

D. Is the developer making sufficient guarantees that the land will be developed in accordance to the grading plan?

When a proposed development is questionable in terms of any of the above, the City Engineer shall either deny the plan or make approval contingent upon further assurances and guarantees. Final decision of the City Engineer shall be made within 15 days of submittal of a grading plan. All applications for which Planning Commission approval is required shall be scheduled for the next available meeting after the 15 day review period.

(Code 1991, §161.10; Ord. No. 3551, 6-4-91)

§169.11 DISCOVERY OF HISTORIC RESOURCES. Whenever, during the conduct of grading any historical, pre-historical, or paleontological materials are discovered, grading shall cease and the City Engineer shall be notified.

(Code 1991, §161.21; Ord. No. 3551, 6-4-91)

repealed & replaced Ord 4113 p. 9

§169.12 CERTIFICATE OF OCCUPANCY. All revegetation and grading plan improvements shall be in place before a certificate of occupancy shall be issued. When a property owner has finished building construction but has yet to install plant material, said owner may apply for a temporary certificate of occupancy. In evaluating whether or not to grant a temporary certificate of occupancy, the City Planner shall consider weather conditions and temporary stabilization measures.

(Code 1991, §161.15; Ord. No. 3551, 6-4-91)

§169.13 OWNER RESPONSIBILITY. The property owner shall be responsible both for his or her employees and for all contractors and subcontractors from the onset of development until the property is fully stabilized. If property is transferred anytime between the onset of development and at the time it is fully stabilized, all responsibility and liability for meeting the terms of this chapter shall be likewise transferred to the new property owner.

(Code 1991, §161.16; Ord. No. 3551, 6-4-91)

§169.14 **APPENDIX.** Figure A. contains the specifications for setbacks in accordance with §169.06.

(Code 1991. §161.24; Ord. No. 3551. 6-4-91)

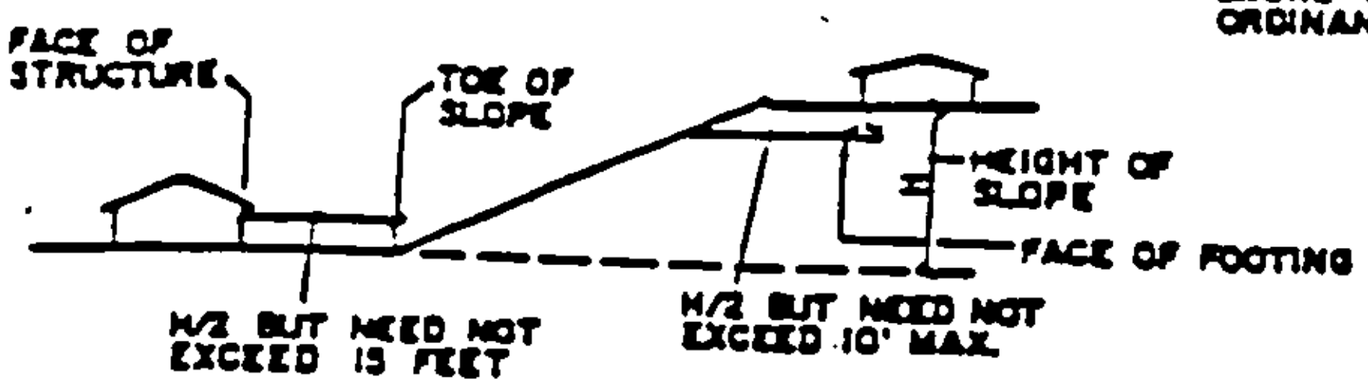
See: Figure A.

Cross Reference: Enforcement. Chapter 153; Notification and Public Hearings, Chapter 157; Bonds and Guarantees. Chapter 158; General Provisions. §150; Administration. Chapter 152; Appeals. Chapter 155; Fees. Chapter 159; Definitions. Chapter 151.

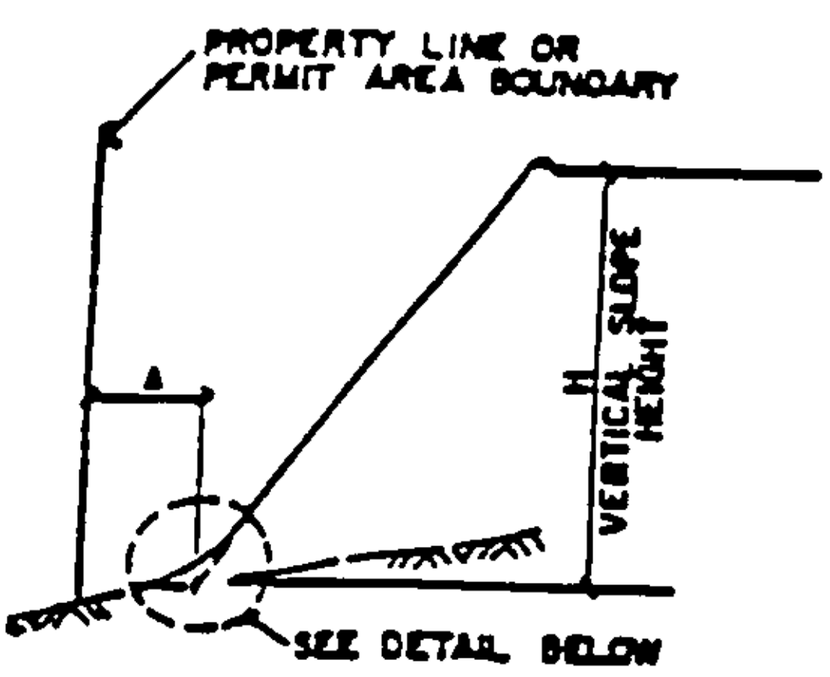
GRADING SETBACKS
FIGURE A

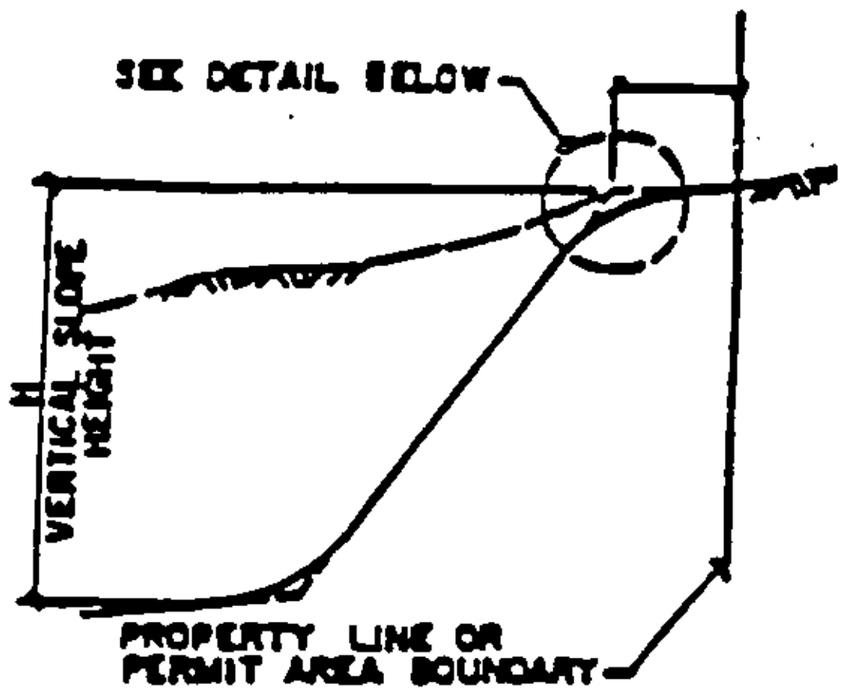
BUILDING SETBACKS:

NOTE: INCREASED BUILDING SETBACKS MAY BE REQ'D. BY ZONING ORDINANCE.



PROPERTY LINE OR PERMIT AREA SETBACKS:





"H" IN FT	A	B
0' TO 9'	1'	1'
9' TO 30'	H/3	H/9
OVER 30'	10'	9'

GRADING AMENDMENTS

ORDINANCE NO. 4113

MICROFILMED

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF FAYETTEVILLE, TO PROVIDE AMENDMENTS TO AND CLARIFICATION OF VARIOUS PROVISIONS CONCERNING THE PHYSICAL ALTERATION OF LAND.

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

Section 1. That Sections 153.07 A.; 159.01 B.4.; 169.01 B.; 169.02 B.; 169.03 B. 4. through B.9.; 169.04 B.; 169.06 A., B., C., D., E.3., and F.4; 169.07 A.3., A.4., and A.14; 169.07 B.; 169.09; 169.10; 169.12 and 169.14 of the Code of Fayetteville, are hereby repealed and the following shall be inserted in their stead:

§153.07A. Remedial Work.

1. A stop work order may be issued if remedial work is not being undertaken.

2. When the City has performed remedial work, a stop work order shall be issued and shall remain in effect until payment has been received for the work performed.

§159.01 B.4. Physical Alteration of Land. Permit Fee.

Less than ½ Acre	$ 75.00
½ to 1 Acre	100.00
Over 1 Acre	200.00
Appeals	100.00

§169.01 B. The purpose of this chapter is to control grading, clearing, filling, and cutting (or similar activities) which alone or in combination cause landslide, flooding, degradation of water quality, erosion and sedimentation in storm sewer systems and water storage basins. It is also the intent of this chapter that, through the implementation of the guidelines and regulations contained herein, the existing scenic character and quality of the neighborhood and city as a whole not be diminished.

§169.02 B. Site Conditions. Development shall generally conform to the natural contours of the land, natural drainage ways, and other existing site conditions.

§169.03 B. Exception. Exceptions to this rule are as follows:

4. Single Family/Duplex. Construction of one single family residence or duplex except where the average slope across the lot is 15 percent or greater or where any portion of the planned grading activities is contained within the 100 year floodplain.

5. Building Additions. Building additions of less than 1,000 square feet where associated land alteration activities are not beyond the scope of what is necessary to construct said addition.

6. Grading Plan Approval. No grading permit shall be issued until the grading plan, endorsed by a registered architect, landscape architect, or engineer, is approved by the City Engineer. A separate permit shall be required for each site; it may cover both excavations and fills. Any application for a grading permit required under this chapter shall be combined with a drainage permit application under Chapter 170 , Stormwater Management, Drainage and Erosion Control, if such drainage permit is required. Coordination with Chapter 167, Tree Protection and Preservation, is required.

§169.03 C. Permit Posted. A copy of the grading permit cover page shall be posted at or near the street right of way line and shall be clearly visible from the street.

§169.04 B. Stabilization. All graded and otherwise disturbed areas shall be stabilized within 15 days. Stabilization methods such as baled straw, filter fabric, ditch checks, diversion ditches, brush barriers, sediment basins, matting, mulches, grasses and ground cover shall be used.

§169.06 LAND ALTERATION REQUIREMENTS.

A. Grading Plan Evaluation. Grading plans shall be evaluated by the City Engineer for conformance with the minimal erosion control requirements of §169.04 and the following requirements.

169.06 **B. Requirements Varied.** Requirements may be varied by the City Engineer with the approval of the Planning Commission. The extent to which variations may be made will depend on the soil types encounter, planned slopes, planned vegetation, and investigative engineering reports. In no case shall the City Engineer waive or modify any of the minimum erosion control requirements as given in §169.04.

C. Cut or Fill Slopes.

1. Finish Grade. Cut or fill slopes shall have a finish grade no steeper than 33% (3.00 horizontal to 1 vertical), unless approved by the City Engineer.

2. Maximum Length. The maximum length of any cut or fill slope without a terrace (as described in D. below) shall be one hundred (100) feet as measured along the ground. The terrace shall be at least 6 feet wide.

3. Existing Topography. Cut or fill slopes shall be constructed to eliminate sharp angles of intersection with the existing terrain and shall be rounded and contoured to blend with the existing topography.

4. Setback Requirements. The following setback requirements shall be reviewed by the City Engineer for purposes of assessing safety, stability, and drainage problems: (See illustrations)

a. Setback from Top or Toe of Cut or Fill. Buildings shall be set back from the top or toe of a cut or fill in accordance with Zoning, Chapters 160-165, Building Regulations, Chapter 173, or the approved grading plan, whichever is greatest.

b. Setbacks from Property Lines. The required setback of retaining walls, cut slopes, and fill slopes from property lines shall be as given in the illustrations. Property lines may be filled over or cut if a grading plan for the cut or fill is submitted jointly by the owner of both properties and if no utility easements are involved. If utility easements are involved, approval is required as given in "c." below in addition to the joint submittal requirement.

c. Setbacks From the Edge of an Easement. The required setback of retaining wall, cut slopes, and fill slopes from the edge of easements shall be as given in the illustrations. Where no utilities are present in an easement, or where utilities are planned to be relocated, and where such action is approved by all utilities, then easements may fall within a cut or fill section.

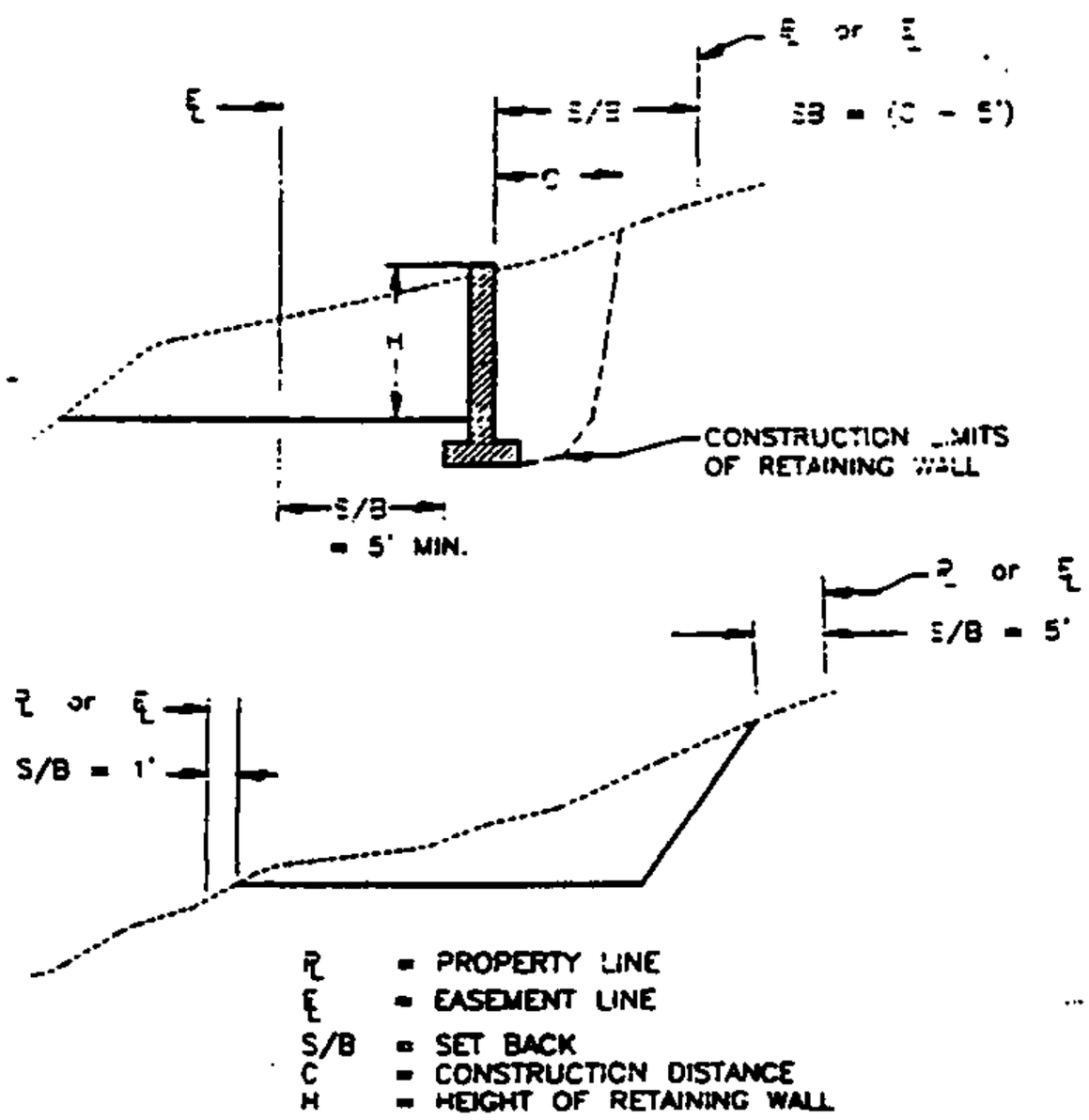
169.06 C. **d. Setbacks from Structures.** The required setback of retaining walls, cut slopes, and fill slopes from structures shall be as given in the illustrations. If a structure forms an integral part of the retaining wall, then the setbacks do not apply to that structure.

e. Public Rights-of-Way. Cuts adjacent to public rights-of-way shall be set back a minimum of 25 feet, excluding driveways or access roads.

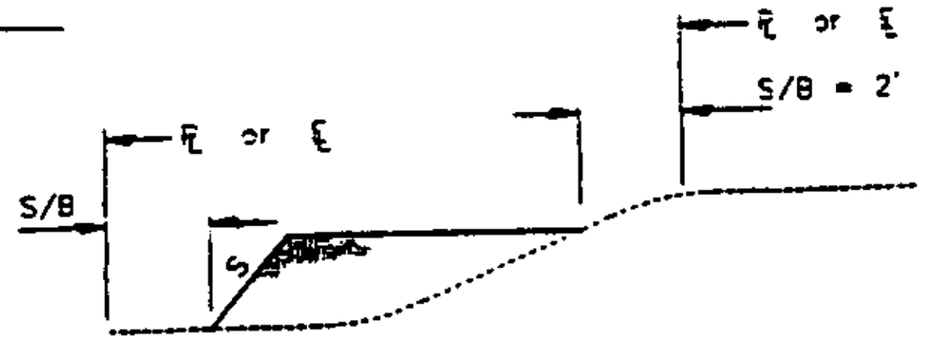
f. Calculating Setbacks. For the purpose of calculating setbacks, any cut or fill section which is on a slope of 1 to 1 or greater shall be considered a retaining wall.

g. Administrative Variance. Setbacks from easement lines and structures may be varied administratively by the City Engineer if geotechnical and/or structural information is provided that, in the opinion of the City Engineer, justifies the variance.

h. Additional Information Required. The City Engineer may require further geotechnical and/or structural information to show that setbacks greater than those given are not needed to protect property, utilities, or the integrity of property lines.

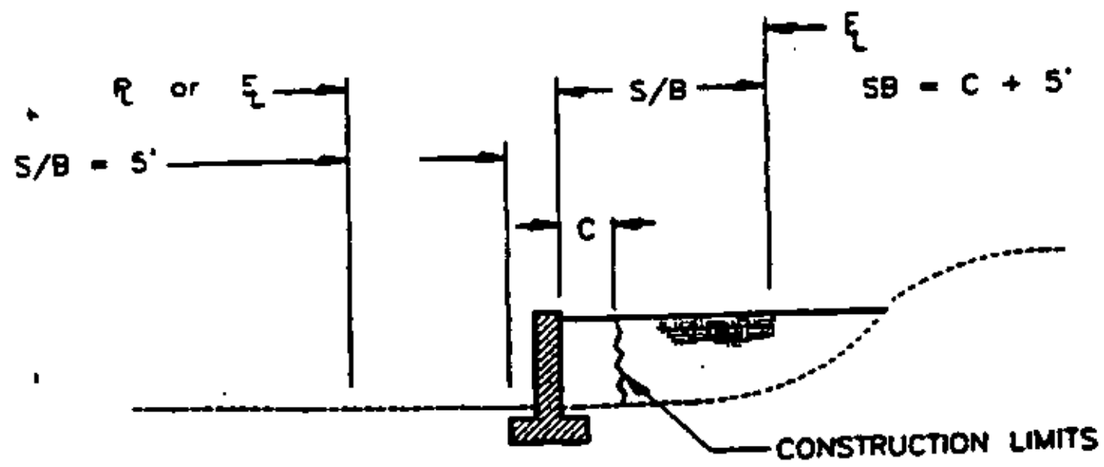


NOTE: SETBACKS MAY BE INCREASED WHEN ADJACENT TO EASEMENTS WITH DEEP SANITARY SEWER OR OTHER DEEP LINES.

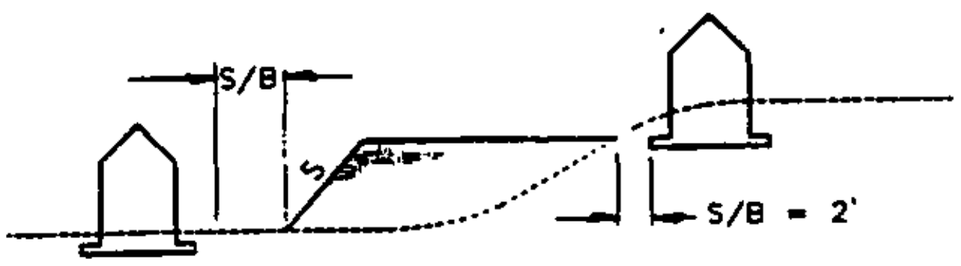


S = SLOPE

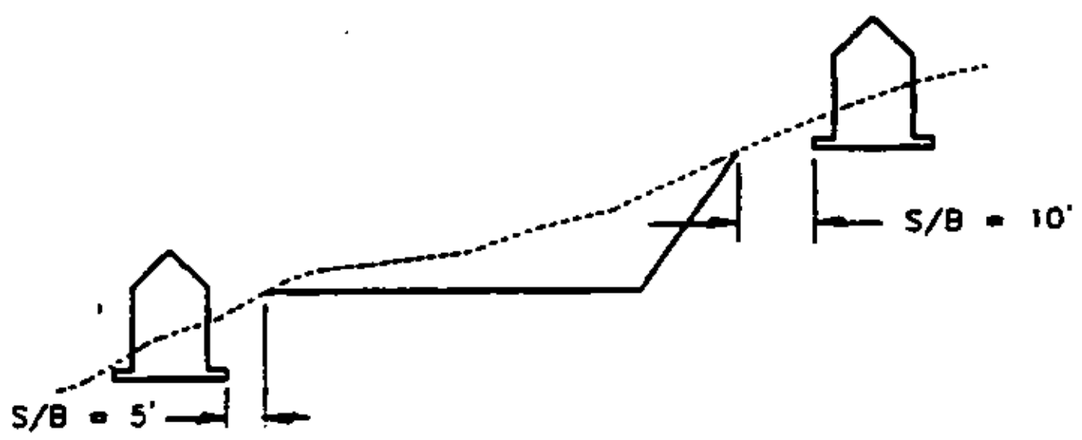
S	S/B
5:1 or LESS	2'
5:1 to 3:1	5'
3:1 to 1:1	8'
> 1:1	TREAT AS RETAINING WALL



PROPERTY & EASEMENT LINES

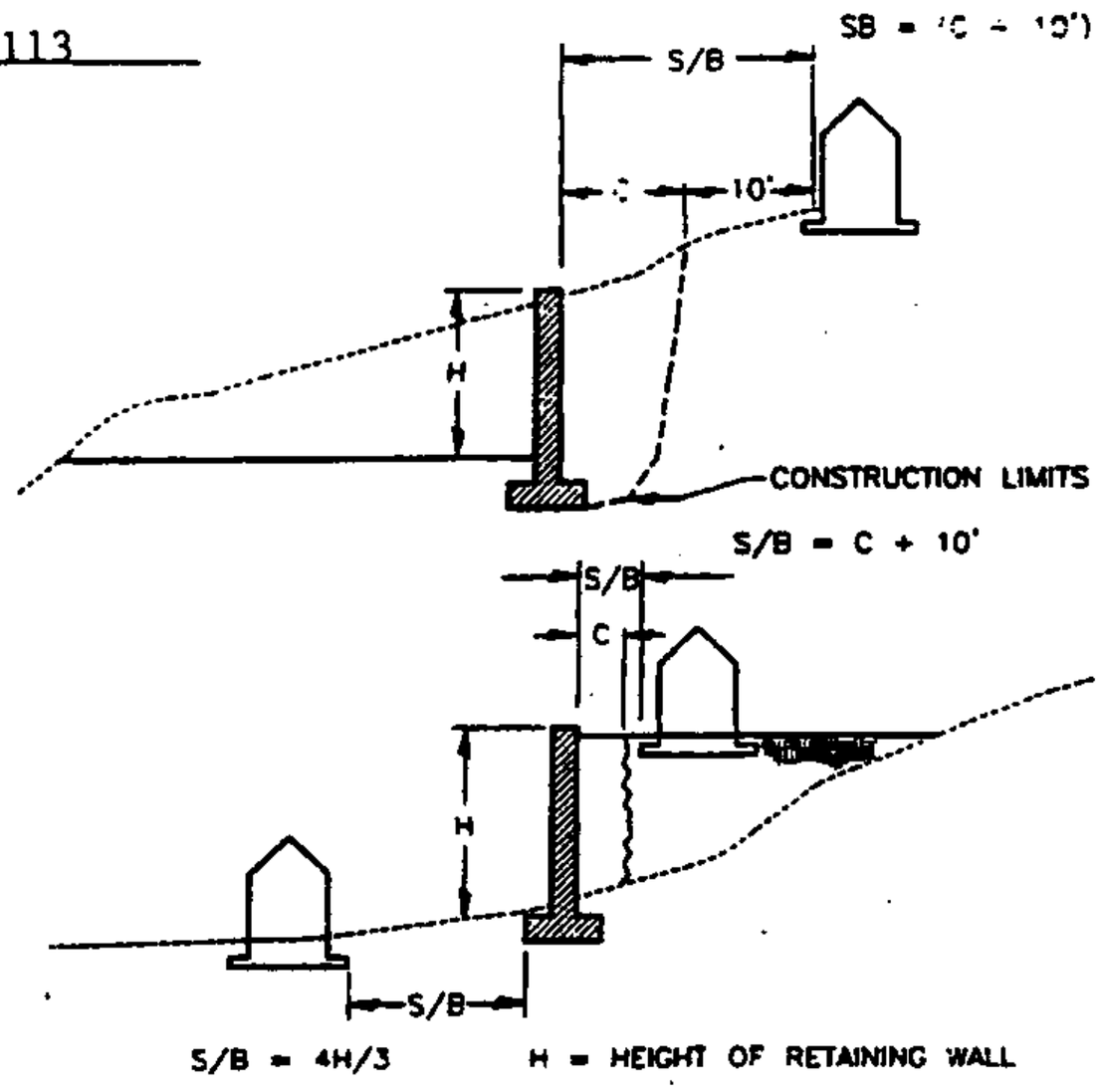


S	S/B
< 3:1	5'
3:1 to 1:1	10'
> 1:1	TREAT AS RETAINING WALL



NOTE: SETBACKS MAY BE INCREASED AS NECESSARY TO PROVIDE FOR SURCHARGES AND/OR TO PROTECT EXISTING STRUCTURES.

STRUCTURES



STRUCTURES

169.06 **D. Cuts.**

1. Vertical Height. Cuts shall be limited to 10 feet in vertical height, unless information demonstrating slope stability, erosion control and drainage control is provided together with a revegetation plan. For non-solid rock cuts, terraces shall be required for cut and fill slopes greater than 10 feet in height. It is recommended that terracing be at a maximum ratio of one foot of horizontal terrace for every foot of vertical surface.

2. Maximum Vertical Cut. In solid rock, as determined by geotechnical and engineering data approved by the City Engineer, the maximum vertical cut shall be 30 feet.

3. Fill Material. In no case shall a cut be allowed primarily for the purpose of obtaining fill material to a different site, unless the exporting site is located within an extraction district.

E. Fills

3. Grade. Fill shall not be placed on existing slope with a grade steeper than 15% (6.67 horizontal to 1 vertical) unless keyed into steps in the existing grade and thoroughly stabilized by mechanical compaction.

169.06 **F. Erosion and Sedimentation Control**

4. Revegetation. Revegetation shall be required to meet the following performance standards:

a. 0 to 10% grade: Revegetation shall be a minimum of seeding and mulching. Said seeding shall provide complete and uniform coverage that minimizes erosion and run-off in no more than two growing seasons.

b. 10% to 15% grade: Revegetation shall be a minimum of hydroseeding with mulch and fertilizer, staked sod and/or ground cover. Said planting shall provide complete and uniform coverage in no more than two growing seasons.

c. 15% to 20% grade: The slope shall be covered with landscape fabric and planted with ground cover as set forth in b. above.

d. More than 20% grade: Any finish grade over 20% shall be stabilized with retaining walls, cribbing, terraces, landscape fabric, vegetation, or riprap. If riprap is used the slope's stability and erodibility must be equivalent to or better than its predevelopment state.

G. Undisturbed Land Requirements. In the development of residential subdivisions, allowable grading of slopes shall be in accordance with this table.

AVERAGE GRADE	MINIMUM UNDISTURBED AREA
10 TO 15 PERCENT	40 PERCENT
15 TO 20 PERCENT	50 PERCENT
> 20 PERCENT	60 PERCENT

169.06 **H. Required Retaining Wall and Rock Cut Design.**

1. Design/Inspection. Any retaining wall more than 4 feet in height shall be designed by a registered professional engineer and shall be field inspected by the design engineer. The City Engineer may require retaining walls less than 4 feet in height to be designed by a professional engineer.

169.06 A. **2. Investigation/Report.** All proposed rock cuts and any cut 10 feet or greater will require a geotechnical investigation and a formal report submitted by a registered professional engineer qualified to make such investigations.

3. Safety Railings. Safety railings may be required on any retaining wall 2.5 feet or higher. The decision as to whether to require safety railing shall be based on potential pedestrian and public access to the retaining wall and applicable building codes. This requirement for safety rails shall also apply to vertical or near vertical rock cuts and to steep cut or fill slopes.

§169.07 A. The applicant shall prepare a grading plan as follows:

3. Designation of Grade. Areas with 0 to 10%, 10-15%, 15-20% and >20% grade shall each be identified in a distinguishing manner.

4. Identify Land to be Disturbed. Land areas to be disturbed shall be clearly identified.

14. Underground Utilities. Profiles and cross sections of streets; drainage systems; and underground utilities, if they are necessary to clarify the grading plan in terms of potential erosion or runoff, or if the grading on site has the potential of disturbing the utility line.

§169.07 B. Preliminary Grade Plan. The preliminary grading plan shall include all the above items except 5., 7., 11., 13., and 14., above. In addition to the above items, the City may require a cross section through the property showing existing and proposed grades as part of the preliminary submission.

§169.09 MINOR MODIFICATIONS. Finish grades shall be allowed no more than a 0.50 foot tolerance from the grading plan. However, the City Engineer may authorize in writing minor modifications so long as they do not alter the direction of run-off and otherwise comply with the intent of this chapter. When applicable, major modifications must be brought before the subdivision committee for their approval.

§169.10 APPROVAL. Approval of a grading plan is contingent on meeting all the requirements of this ordinance plus any set of varied requirements approved by the Planning Commission.

§169.12 CERTIFICATE OF OCCUPANCY. All revegetation and grading plan improvements shall be in place before a certificate of occupancy shall be issued. When a property owner has finished building construction but has yet to install plant material, said owner may apply for a temporary certificate of occupancy. In evaluating whether or not to grant a temporary certificate of occupancy, the Building Inspection Superintendent shall consider weather conditions and temporary stabilization measures.

Section 2. That Chapter 151: Definitions, of the Code of Fayetteville, is hereby amended to delete the definition of Retaining Wall and to add the following:

Retaining Wall. A structure erected between lands of different elevation to protect structures and/or prevent erosion from the upper slope.

Retaining Wall Height. The height of a retaining wall, for setback purposes, shall be defined as the vertical distance from the top of the wall to the ground surface of the low side.

PASSED AND APPROVED this 18th day of August, 1998.

APPROVED:

By: Fred Hanna
Fred Hanna, Mayor

ATTEST:

By: Heather Woodruff
Heather Woodruff, City Clerk

[DIVIDER 7: STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL]

CHAPTER 170: Stormwater Management, Drainage and Erosion Control

§170.01 Intent
§170.02 Adoption of Drainage Criteria Manual
§170.03 Permit Required
§170.04 Permit Conditions
§170.05 Permit Application
§170.06 Submission, Review, and Approval of Plans
§170.07 Performance Criteria
§170.08. Maintenance Responsibility
§170.09 Processing

CHAPTER 170:
STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL

§170.01 INTENT.

A. Intent. It is the intent of this chapter to protect, maintain, and enhance the health, safety, and general welfare of the citizens of the City of Fayetteville by:

1. Preventing increases in the magnitude and frequency of stormwater runoff to prevent increases in flood flows and associated hazards and costs.

2. Controlling soil erosion and sedimentation to minimize soil deposition in streams and other receiving water bodies and storm drainage systems.

3. Requiring surface and stormwater management practices that comply with the requirements of this chapter.

4. Promoting the development of stormwater facilities that are aesthetically desirable.

B. Findings of Fact. The City Council finds that uncontrolled stormwater runoff from developed land adversely affects the public health, safety, and welfare because:

1. Impervious Surfaces/ Runoff. Impervious surfaces increase the quantity and velocity of surface runoff, which reduces percolation of water through soil and increases erosion and flooding.

2. Collection and Conveyance of Stormwater. Improper stormwater collection and conveyance adversely affects property and increases the incidence and severity of flooding, which can endanger property and human life.

3. Erosion. Increased erosion leads to sedimentation in stormwater management systems, which decreases the systems' capacity.

4. Future Problems. Many future problems can be avoided if land is developed in accordance with sound stormwater runoff management practices.

(Code 1991, §163.01; Ord. No. 3895, §1, 6-20-95)

§170.02 ADOPTION OF DRAINAGE CRITERIA MANUAL.

The City Council hereby adopts by reference the Drainage Criteria Manual, prepared for the City of Fayetteville and adopted by Ordinance No. 3895 of the City of Fayetteville, and as may be amended from time to time. All technical procedures and design standards contained therein shall have the same force and effect as if printed word for word in this chapter.

(Code 1991; §163.03; Ord. No. 3895, §1, 6-20-95)

§170.03 PERMITS REQUIRED.

A. Applicability. This chapter shall apply to all land within the corporate limits of

the City of Fayetteville and the Fayetteville planning area, no person may subdivide and develop, change to a more intensive land use, construct or reconstruct a structure, or change the size of a structure, except as hereinafter exempted, without first obtaining a stormwater management, drainage and erosion control permit from the City. The City issues two types of stormwater management, drainage, and erosion control permits as identified in the following subsection:

1. Construction Permit. Construction permit applications for stormwater management, drainage and erosion control shall be required prior to initiating any construction, development, or alteration activities, and shall be approved by the City Engineer.

2. Grading Permit. Grading permit applications shall be submitted in accordance with Physical Alteration of Land, Chapter 169. The grading permit requirements may be combined into the stormwater management, drainage and erosion control permit when determined appropriate by the City Engineer.

B. Exemptions. All construction grading, clearing, filling, or remodeling activities shall have a stormwater management, drainage, and erosion control permit approved before a building permit is issued or subdivision is approved, except for the following:

1. Single-Family/Duplex. One single-family or duplex residence, with or without a second "granny residence" where allowed, built on one individual lot that is either a part of a larger subdivision that has been issued an approved stormwater management, drainage, and erosion control permit or an existing platted tract of land. This exemption shall not apply to any individual, family, firm, company or organization constructing more than one residence, with or without an additional "granny" house, in a specific approved subdivision or development or on a platted tract of land.

2. Commercial/Industrial. One commercial or industrial structure, or complex, built on an individual lot that is part of a larger subdivision that has been issued an approved stormwater, drainage, and erosion control permit. This exemption shall not apply to any individual, family, firm, company or organization constructing more than one building, or complex, on an individual lot within an approved subdivision.

3. Existing Commercial/ Industrial. Existing commercial or industrial structure where additional structural improvements are less than 500 square feet.

4. Maintenance. Maintenance activity that does not change or affect the quality, rate, volume, or location of stormwater flows on the site, or runoff from the site.

5. Agriculture. Bona fide agricultural pursuits for which a soil conservation plan has been approved by the local soil and water conservation district.

6. Emergency. Action taken under emergency conditions either to prevent imminent harm or danger to persons or to protect property from imminent danger of fire, violent storms, or other hazards.

C. Status of Previous Approvals. Projects with unexpired permits approved and all preliminary plats approved by the City Engineer prior to June 20, 1995, shall meet only the requirements in effect when the permit was approved.

(Code 1991, §163.04; Ord. No. 3895, §1, 6-20-95)

§170.04 PERMIT CONDITIONS. Each permit issued shall be subject to the following conditions.

A. Area. The development, including associated construction, shall be conducted only within the area specified in the approved permit.

B. Execution. Activities requiring a stormwater management, drainage, and erosion control permit shall not commence until the construction permit is approved. The approved construction permit shall be on file with the City and a copy on file with the contractor for review and inspection upon request.

C. Inspections. A schedule of inspections to be carried out during the construction phase of permitting shall be established as conditions to the permit.

D. Duration.

1. Unless revoked or otherwise modified, the duration of a construction permit issued pursuant to this chapter shall be one year.

2. If the permitted project discharge structure is not completed prior to expiration, the construction permit duration can be extended to cover the project duration, subject to approval of the City Engineer.

E. Maintenance. Maintenance activities, as specified in the approved maintenance plan, shall be executed routinely, with scheduled reporting to the City Engineer.

F. Modifications. If the activity authorized by the permit is not completed according to the approved schedule and permit conditions, the City Engineer shall be notified. For revisions resulting in a schedule extension of more than 30 days, or if deviations from the permit conditions are expected to occur, approval of a permit modification is required by the City Engineer.

G. Transfer. No transfer, assignment, or sale of the rights granted by virtue of an approved permit shall be made without prior written approval from the City Engineer.

H. Special. Any additional special conditions, as deemed appropriate by the City Engineer, shall be established to address specific project needs or circumstances.

(Code 1991, §163.05; Ord. No. 3895, §1, 6-20-95)

§170.05 PERMIT APPLICATION. A stormwater management, drainage, and erosion control permit application shall be submitted to the City Engineer using appropriate forms as provided by the City. A permit application shall contain sufficient information and plans to allow the City Engineer to determine whether the project complies with the requirements of this chapter. The specific items to be submitted for a permit application shall be in the form and follow the procedures as described in the Drainage Criteria Manual, Section I, Drainage Report Checklist. Submittal information and plans shall include, but not be limited to the following:

A. Applicant Identification. Applicant information, including the name, address, and telephone number of the owner and developer, and proof of ownership of the

property to be permitted. In addition, the legal description of the property shall be provided, and its location with reference to such landmarks as major waterbodies.

B. Plan. Stormwater management, drainage and erosion control plan, shall include but not be limited to the following:

1. Aerial Photograph. Aerial photograph, if available, of the project vicinity, covering the project area and the total lands that contribute runoff.

2. Topographic Map. Topographic map of the project area showing the location and elevation of benchmarks, including at least one benchmark for each control structure.

3. Land Use Map. Land use map showing both current and proposed conditions for the drainage area that contributes runoff.

4. Soils and Vegetation Map. Soils and vegetation map displaying the most recent U.S. Soil Conservation Service information and encompassing both the project area and the drainage area that contributes runoff.

5. Grading, Drainage, Paving, Building Drawings. Proposed grading, drainage, paving, and building drawing(s) showing details of proposed grading, drainage, paving, and buildings.

6. Erosion and Sediment Drawings. Erosion and sediment control drawing(s) and specifications identifying the type, location, and schedule for implementing erosion and sediment control measures, including appropriate provisions for maintenance and disposition of temporary measures.

7. Technical Report. Technical report, prepared by a registered professional engineer, describing the assumptions, calculations, and procedures used for determining compliance with the performance criteria established by this chapter.

8. Maintenance Report. Maintenance report (text and drawings), prepared by a registered professional engineer, describing the activities and schedule required to operate and maintain the permitted facilities until accepted by the City.

(Code 1991, §163.06; Ord. No. 3895, §1, 6-20-95)

§170.06 SUBMISSION, REVIEW, AND APPROVAL OF PLANS.

A. General. The stormwater management, drainage, and erosion control plans shall be prepared by the engineer of record, who is a licensed professional engineer of the State of Arkansas.

B. Pre-Preliminary Drainage Plan and Review. A pre-preliminary stormwater management, drainage, and erosion control plan review with the engineering staff is suggested before platting, replats, lot-splits, building permits, and/or development improvements begin for the purpose of overall general drainage concept review.

C. Preliminary Stormwater and Drainage Plan. Preliminary stormwater management, drainage, and erosion control plans and accompanying information as described in the Drainage Criteria Manual shall be submitted at the time of the preliminary plat, replat, lot-split, building permit and/or development improvements are

submitted. If needed, a review meeting will be scheduled by the City Engineer with representatives of the developer, including the engineer, to review the overall concepts included in the preliminary stormwater management, drainage, and erosion control plan. The purpose of this review shall be to jointly agree upon an overall stormwater management concept for the proposed development and to review criteria and design parameters that shall apply to final design of the project.

D. Final Stormwater Management, Drainage, and Erosion Control Plan. Following the preliminary stormwater management, drainage, and erosion control plan review, the final stormwater management, drainage, and erosion control plan shall be prepared for each phase of the proposed project as each phase is developed. The final plan shall constitute a refinement of the concepts approved in the preliminary stormwater, drainage, and erosion control plan, with preparation and submittal of detailed information as required in the drainage criteria manual. This plan shall be submitted at the time construction drawings are submitted for approval.

E. Review and Approval of Final Stormwater Management, Drainage, and Erosion Control Plans. Final stormwater management, drainage, and erosion control plans shall be reviewed by the City Engineer. If it is determined according to present engineering practice that the proposed development will provide control of stormwater runoff in accordance with the purposes, design criteria, and performance standards of these regulations and will not be detrimental to the public health, safety, and general welfare, the City Engineer shall approve the plan or conditionally approve the plan, setting forth the conditions thereof.

F. Offsite Improvements. If it is determined that offsite drainage improvements are required, and that such specific offsite drainage improvements are consistent with the City's current and established priorities, then cost sharing will be in accordance with "Required Off-Site Improvements". If the City is unable, or unwilling, to contribute its share of the offsite costs, the developer shall have the option of:

1. Developer's Expense. Building the offsite improvements at his own expense;

2. Detention. Providing detention so as to match downstream capacities; or

3. Delay Project. Delaying the project until the City is able, or willing, to share in the offsite costs.

(Code 1991, §163.07; Ord. No. 3895, § 1, 6-20-95)

§170.07 PERFORMANCE CRITERIA.

A. Stormwater Management, Drainage, and Erosion Control Plan. Stormwater management, drainage, and erosion control plans shall be prepared in accordance with performance standards that have been structured to achieve the purposes and objectives of this chapter as well as to ensure that the quality and quantity of runoff after development is not substantially altered from pre-development conditions.

B. Performance Criteria. Except as otherwise provided in this chapter, a development must be designed, constructed, operated, and maintained to comply with the following performance criteria:

1. Flood Damage Prevention Code. Provisions for floodplain management criteria shall be consistent with those contained in Chapter 168: The Flood Damage Prevention Code.

2. Peak Discharge. The post-development peak rate of surface discharge must not exceed the existing discharge for the 100-year, 24-hour storm, the 10-year, 24-hour storm, and the 2-year, 24-hour storm, unless other discharge limits are deemed applicable for a specific site by the City Engineer.

3. Erosion and Channel Stability. All stormwater management systems shall be evaluated based on their ability to prevent erosion and sedimentation of the receiving waters and adverse impacts on the site's natural systems. The design engineer shall consider the on-site and downstream effects of the peak discharges and shall design both the permanent and the construction phase of the stormwater management system in a manner that will not increase flooding, channel instability, or erosion downstream when considered in aggregate with other developed properties and downstream drainage capacities.

4. Drainage into Wetlands. Areas defined as "wetlands" by the appropriate federal agencies shall be protected from adverse changes in runoff quantity and quality from associated land development.

5. Drainage Criteria Manual. The technical procedures and design standards contained in the Drainage Criteria Manual, prepared for the City of Fayetteville and adopted by this chapter and as may be amended from time to time, shall be used for guidance to determine compliance with the performance criteria established by this chapter.

(Code 1991, §163.08; Ord. No. 3895, § 1, 6-20-95)

§170.08 MAINTENANCE RESPONSIBILITY.

A. Dedication. Those stormwater management systems approved in compliance with this chapter that will function as an integral part of the system maintained by the City shall be dedicated to the City. All areas and/or structures to be dedicated to the City must be dedicated by plat or separate instrument and accepted by formal letter from the City Engineer.

B. Approved Entities. All stormwater management systems accepted as dedications by the City shall be maintained by the City. Maintenance of all other stormwater management systems approved in compliance with this chapter shall be accomplished by the legal entity responsible for maintenance, which may include an approved entity as identified in the following; all systems not dedicated to the City shall have adequate easements to permit the City to inspect and, if necessary, to take corrective action should the responsible entity fail to properly maintain the system.

1. Local Government. A county, municipality, municipal service taxing unit, special district, or other appropriate governmental unit.

2. Special District. An active water control district, a drainage district, or a special assessment district.

3. State or Federal Agency. An appropriate State or Federal agency.

4. Public Utility. An officially franchised, licensed, or approved communication, water, sewer, electrical, stormwater, or other public utility.

5. Developer or Property Owner. A developer or property owner who provides a bond or other assurance of continued financial capability to operate and maintain stormwater management systems and who executes a legal maintenance agreement with the City.

6. Property Owner Association. Property owner associations able to comply with the following provisions:

a. The association provides a binding legal instrument through which it assumes full responsibility for stormwater management system operation and maintenance.

b. The association has sufficient powers to operate and maintain the system, establish rules, assess members, contract for services, exist perpetually, and, if dissolved, to provide alternative operation and maintenance services.

c. The association can provide a bond or other assurance of financial capability to operate and maintain the system.

C. Inspections. As part of the construction-permit approval process, a construction inspection schedule shall be established to address critical project milestones. Under the approved inspection schedule, no work shall proceed until the City Engineer inspects and authorizes work to proceed beyond each scheduled milestone. Any portion of the work that does not comply with the permit conditions shall be specified in writing by the City Engineer and promptly corrected by the responsible entity. For approved entities maintaining stormwater management systems not dedicated to the City, periodic inspections by the City to ensure continued maintenance of the stormwater management system after construction is complete will be established as conditions to the operation of the stormwater management system.

(Code 1991, §163.09; Ord. No. 3895, § 1, 6-20-95)

Cross Reference: Fees, Chapter 159; Bonds and Guarantees, Chapter 158; Appeals, Chapter 155; Enforcement, Chapter 153; Variances, Chapter 156.

§170.09 PROCESSING. Procedure for processing of permit applications shall be as follows:

A. Application. Stormwater management, drainage and erosion control permit applications shall be submitted to the City for review, processing and approval. Applicants may schedule a pre-application conference with the City to discuss a proposed project before submitting the application.

B. Fee. A nonrefundable permit application fee shall be paid when the application is submitted to help cover the cost of the plan review, administration and management of the permitting process and inspection of project implementation and operation.

C. Issuance. If the City Engineer determines that the permit application submittal is in compliance with all provisions of this chapter, a permit may be issued. If the City Engineer determines that the permit submittal does not conform with all provisions of this chapter, permit issuance shall be denied and a written statement as to the reasons for the denial shall be provided to the applicant.

(Code 1991, §163.10; Ord. No. 3895, §1, 6-20-95)

presented by Cyrus Young at agenda session.

ORDINANCE NO._____

AN ORDINANCE REPEALING §156.04, §169.03(B)(6), AND §170.03(A) OF THE CODE OF FAYETTEVILLE, UNIFIED DEVELOPMENT ORDINANCE, AND AMEND THOSE SECTIONS TO PROHIBIT NON-FINAL, PARTIAL AND OR PHASED GRADING AND/OR STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL PERMITS.

WHEREAS, the City Council desires to clarify certain sections of the Unified Development Ordinance by requiring only complete and final permits rather than any non-final, partial and/or phased permits.

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

Section 1. Chapter 156, Variances, §156.04, Stormwater, Drainage and Erosion Control is hereby repealed and the following inserted in its stead:

§156.04 STORMWATER, DRAINAGE AND EROSION CONTROL. Certain variances of the Stormwater Management, Drainage and Erosion Control regulations except for the prohibitions contained therein against issuing non-final, non-partial and/or phased permits may be applied for as follows:

Section 2. Chapter 169, Physical Alteration of Land, §169.03, Permits Required/Exceptions, (B) Exceptions, (6) Grading Plan Approval is hereby repealed and the following inserted in its stead:

§169.03 Permits Required/Exceptions.

B. Exceptions.

(6) Grading Plan Approval. No grading permit shall be issued until the grading plan, endorsed by the registered architect, landscape architect, or engineer, is approved by the City Engineer. A separate permit shall be required for each site; it may cover both excavations and fills. Any application for a grading permit required under this chapter shall be combined with a drainage permit application under Chapter 170, Stormwater Management, Drainage and Erosion Control, if such drainage permit is required. Coordination with Chapter 167, Tree Protection and Preservation, is required. Grading permits and/or Stormwater Management, Drainage and Erosion Control permits may be issued only for an entire subdivision or large scale development and no non-final, partial and/or phased permits may be issued.

Section 3. Chapter 170, Stormwater Management, Drainage and Erosion Control, §170.03, A. Applicability is hereby repealed and the following placed its stead:

§170.03 PERMITS REQUIRED.

A. Applicability. This chapter shall apply to all land within the corporate limits of the City of Fayetteville and the Fayetteville planning area, no person may subdivide and develop, change to a more intensive land use, construct or reconstruct a structure, or change the size of a structure, except as hereinafter exempted, without first obtaining a stormwater management, drainage and erosion control permit from the City. Stormwater management, drainage and erosion control permits may be issued only for an entire subdivision or large scale development and no non-final, partial and/or phased permits may be issued. The City issues two types of stormwater management, drainage, and erosion control permits as identified in the following subsection:

1. Construction Permit. Construction permit applications for stormwater management, drainage and erosion control shall be required prior to initiating any construction, development, or alteration activities, and shall be approved by the City Engineer.

2. Grading Permit. Grading permit applications shall be submitted in accordance with Physical Alteration of Land, Chapter 169. The grading permit requirements may be combined into the stormwater management, drainage and erosion control permit when determined appropriate by the City Engineer.

PASSED AND APPROVED this ___ day of _____, 2000.

APPROVED:

By:_____
Fred Hanna, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

presented by
Jim Beavers
C.C. 6/6/00

FAYETTEVILLE

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

FROM: Jim Beavers, City Engineer JB

DATE: May 30, 2000

RE: Grading plan approval.

The following represents Engineering's policy and procedure for grading plan approval:

A. All items required in the grading ordinance (Physical Alteration of Land).
Please refer to the grading ordinance.
Please refer to the attached checklist developed from the grading ordinance.

B. As we have done in the past, when Engineering determines, or agrees with the consultant, that it is acceptable to allow partial or phased permits/approvals, we will offer a partial or phased permit/approval while other design continues including the final drainage calculations. When the conditions are not acceptable, such as potential damage to adjacent properties, we require additional design prior to issuing any permit (partial or full).

C. The City has two ordinances governing grading, drainage and erosion control. These are:

Physical Alteration of Land (Grading)
Storm Water Management, Drainage and Erosion control (Drainage)

The permits can be combined into one when appropriate. Engineering has broken out (phased) the grading permit and further subdivided or phased the erosion control and grading plan/permit when appropriate and based upon:

Resolving any potential negative effects on adjacent or downstream property owners prior to any partial or phased approval.

A preconstruction meeting to go over the tree protection requirements, erosion control and grading prior to any work.

City and/or the private engineers to provide inspection for the projects, including erosion control and grading.

The final check of drainage calculations and design would relate to specific issues including channel size, inlet size, pipe size, channel lining .... which would not adversely effect the general grading, drainage system, construction detention or the erosion control.

In the cases where detention will be required the detention pond is designed in advance and the detention pond roughed in, if not to, final grades.

The final grading may change slightly to conform to final or revised street grades and street slopes for drainage and drainage channels may be refined.

D. The grading plan approval will include additional conditions including:

1. The City's review is/was for general compliance and does not warrant or guarantee the design.

2. Approval of engineering items, including grading and drainage is not a warranty or guarantee of approval of any subsequent phase or the overall project by, or for, Engineering or any other City office. If the developer proceeds with the grading and/or drainage, he does so entirely at his own risk pending all other approvals.

3. The developer and private engineer are responsible to comply with all City requirements even if such requirements are discovered subsequent to this approval.

4. Provide all items required by the Grading Ordinance (Physical Alteration of Land) prior to or at, the preconstruction conference. These items include the source of fill, disposal site for export, time schedule for restoration, quantities of cut and fill ... refer to the ordinance for specifics.

5. Inspection of all erosion control, grading, drainage and other civil engineering items by the private engineering company.

This is a requirement which we are stressing on projects large and small.

6. Provide a complete grading/drainage permit application and review fee with the submittal.

7. The grading plan shall show all actual trees to be preserved and methods of preservation including tree protection fencing.

8. Approval by the Landscape Administrator and compliance with all requirements of the Landscape Administrator.

9. Compliance with all requirements from the City's Sidewalk and trails coordinator and the sidewalk ordinance.

10. The approval letter with the conditions of approval shall serve as the formal "grading permit". As required by the grading ordinance a copy of this approval shall be posted at the construction site.

11. When applicable, compliance with all State (and/or Federal) requirements including formulation of a SWPPP and filing the NOI.

12. For most projects, grading may not start prior to a preconstruction meeting at the City of Fayetteville. For certain small projects, on a case-by-case basis, a preconstruction meeting may not be required.

13. The first item of work shall be the installation of tree protection fencing followed by erosion control. After these two items are installed the City and the private engineer shall inspect the installations

14. If any of the conditions of approval are not satisfied the total approval is void.

CITY OF FAYETTEVILLE GRADING PLAN CHECKLIST

PROJECT NAME:

DATE REVIEWED:

CHECKLIST ITEM	COMPLETE	INCOMPLETE	SEE NOTE #
APPLICATION FORM AND REVIEW FEE			
169.04. MINIMUM EROSION CONTROL REQUIREMENTS (ITEMS A.-F.)			
169.06.C. CUT OR FILL SLOPES: 1. FINISH GRADE			
2. MAXIMUM LENGTH			
3. EXISTING TOPOGRAPHY			
4. SETBACK REQUIREMENTS (ITEMS a.-h.)			
169.06.D. CUTS (ITEMS 1.-3.)			
169.06.E. FILLS (ITEMS 1.-3.)			
169.06.F. EROSION AND SEDIMENTATION CONTROL (ITEMS 1.-8.)			
169.06.G. UNDISTURBED LAND REQUIREMENTS FOR RESIDENTIAL SUBDIVISIONS			
169.06.H. REQUIRED RETAINING WALL AND ROCK CUT DESIGN (ITEMS 1.-3.)			
169.07 GRADING PLAN SPECIFICATIONS 1. Site Plan. Site plan at a scale no smaller than one inch equals 50 feet, showing property lines; vicinity map; name of owner, developer and adjacent property owners.			
2. Existing Grades. Existing grades shall be shown with dashed line contours and proposed grades with solid line contours. Contour intervals shall be a max. of two feet. Spot elev. shall be indicated.			
3. Designation of Grade. Areas with 0 to 10%, 10-15%, 15-20% and >20% grade shall each be identified in a distinguishing manner.			
4. Identify Land to be Disturbed. Land areas to be disturbed shall be clearly identified.			
*5. Engineer/Architect. Seal of a registered engineer, architect, or landscape architect certifying that the plan complies with this Chapter.			
6. Cuts and Fills. All cuts and fills, including height and slope, shall be clearly shown on plan.			
*7. Streets and Right of Way. Location and names of all existing or platted streets or right-of-way within or adjacent to tract and location of all utilities and easements within or adjacent to the property shall be indicated.			
8. Lot/Building, Etc. Identification. The proposed location of lots, buildings, streets, parking lots and parks, playgrounds or greenspace shall be indicated. Also to be indicated is any existing or proposed building within 100 feet of the site.			
9. Soil Type. Soil types shall be identified according to the Unified Soil Classification System.			
10. Natural Features. Location of natural features such as drainage ways, ponds, rock out-croppings, and tree cover. Indication of 100 year floodplains as defined by FEMA.			
*11. Streets and Drainage Ways. Profiles and cross sections for proposed streets and drainage ways.			
12. Acreage/Zoning. Total acreage and zoning classification.			
*13. Surface Water. Provisions for collecting and discharging surface water.			
*14. Underground Utilities. Profiles and cross sections of streets; drainage systems; and underground utilities, if they are necessary to clarify the grading plan in terms of potential erosion or runoff, or if the grading on site has the potential of disturbing the utility line.			
15. Treatment of Slopes and Benches. The method of treatment for all slopes and benches shown.			
169.07.B. ADDITIONAL INFORMATION 1. Time Schedule. A time schedule indicating the anticipated starting and completion dates of the development sequence and time of exposure of each area prior to stabilization measures.			
2. Description/Fill Material/Compaction. Description of quantity (in cubic yards), source, and composition of imported fill material and compaction specifications. Also, note the quantity (in cubic yards) and destination of excavation materials to be removed from the site.			

CITY OF FAYETTEVILLE GRADING PLAN CHECKLIST

CHECKLIST ITEM	COMPLETE	INCOMPLETE	SEE NOTE #
3. Natural Vegetation Preservation. Proposals for preserving natural vegetation and description of revegetation or other permanent erosion control strategy.			
4. Runoff/Sedimentation. Specification of measures to control runoff and sedimentation during construction indicating what will be used such as straw bales, silt dams, brush check dams, lateral hillside ditches, catch basins, and the like.			
5. Dust. Where excessive dust may become a problem, a plan for spraying water on heavily traveled dirt areas shall be addressed.			
6. Soils Engineering Study. The City Engineer may require a soils engineering study or soil loss calculations if site conditions so warrant.			
169.08.C. If applicable, proof of notification of adjacent property owners.			

NOTES:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
CITY COUNCIL MEETING
JUNE 6, 2000

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

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the May 18, 2000 City Council ~~minutes~~. MEETING.

2. **GARLAND STREET IMPROVEMENTS:** A resolution approving an engineering design contract in the amount of $28,253.37 with Hawkins-Weir Engineers, Inc. for the design of water and sanitary sewer relocations and system improvements on Garland Street from Maple Street to North Street in preparation for the State AHTD widening of Garland Street.

3. **COPS IN SCHOOLS FEDERAL GRANT:** A resolution accepting a Cops in Schools Federal Grant in the amount of $470,095.00 and approval of a budget adjustment in the amount of $46,530.00.

4. **OLD MISSOURI ROAD IMPROVEMENTS:** A resolution approving a contract for surveying services in the amount of $70,060.00 with Garver Engineers for the Old Missouri Road improvements; and approval of a budget adjustment in the amount of $70,060.00 to fund the surveying contract.

5. **BID 00-42:** A resolution awarding Bid 00-42 to Central States Fire Apparatus LLC for the purchase of a new Fire Department pumping engine at a cost of $209,096.00.

B. OLD BUSINESS

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

C. **NEW BUSINESS**

Consent

1. **AD 00-10.00:** A resolution approving AD 00-10.00 as submitted by the City Planning Division to adopt the planning area boundary.

2. **RZ 00-15.00:** An ordinance approving rezoning request RZ 00-15.00 submitted by Bill Helmer on behalf of Clifford and Mary Clevenger and Mary Silvis for property located at 831 N. 54th Avenue. The property is zoned A-1, Agricultural and contains approximately 2.97 acres. The request is to rezone to R-1, Low Density Residential.

3. **AIRPORT STANDARDS:** A resolution adopting the updated "Minimum Standards for Operations and Commercial Activities" for the Fayetteville Municipal Airport-Drake Field replacing the current document and its revision.

4. RFQ - BOND COUNCIL
   LIBRARY 00-4
5. & ~~2800~~ WASTE WATER. 98-10. (check date).

6. FARMER'S MARKET. BY LAWS. ORD.

7. ORD. PART. PERMIT. BAND. (CYRUS).
   GRADING ORD.

8. RICHARD SHOEMAKER. - DAMAGE CLAIM.

4:30 special meeting.
City Council

DRAFT TENTATIVE AGENDA
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2. **GARLAND STREET IMPROVEMENTS:** A resolution approving an engineering design contract in the amount of $28,253.37 with Hawkins-Weir Engineers, Inc. for the design of water and sanitary sewer relocations and system improvements on Garland from Maple to North Street in preparation for the State AHTD widening of Garland from Maple to North Street.

3. **COPS IN SCHOOLS FEDERAL GRANT:** A resolution accepting the $470,095.00 Cops in Schools Federal Grant and approval a budget adjustment in the amount of the 46,530.00 from Use of Fund Balance.

4. **OLD MISSOURI ROAD IMPROVEMENTS:** A resolution approving a contract for surveying services in the not-to-exceed amount of $70,060.00 with Garver Engineers for the Old Missouri Road improvements; and approval of a budget adjustment in the amount of $70,060.00 to fund the surveying contract.

OLD BUSINESS

NEW BUSINESS

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* FIRE TRUCK BID → Mickey