

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL JULY 2, 2002

A meeting of the Fayetteville City Council will be held on July 2, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

NOMINATING COMMITTEE REPORT

A. CONSENT

1. **APPROVAL OF THE MINUTES**
2. **GARVER ENGINEERS:** A resolution awarding an engineering contract to Garver Engineers in the not-to-exceed amount of \$275,000 to provide engineering services for the accelerated waterline replacement project.
3. **USINFRASTRUCTURE:** A resolution awarding the engineering contract to the firm of USInfrastructure for engineering studies and recommendations for (1) the upper Hamestring Creek Basin and (2) the Shenandoah Trailer Park area. The contract price is not-to-exceed \$93,424; and approval of an engineering contract contingency in the amount of \$10,000.
4. **AATC LEASE:** A resolution approving a lease with Northwest Arkansas Aviation Technologies Center for an executive hangar located at 4248 South School.

B. OLD BUSINESS

1. **VA 02-1.00:** An ordinance approving vacation request VA 02-1.00 as submitted by Ken and Kathie Marvin for property located in Rochier Heights Subdivision. The request is to vacate the alley between Lots 8, 9, 10 and 11 of Block 5. The ordinance was left on the 1st reading at the June 18, 2002 meeting.

C. NEW BUSINESS

1. **RZN 02-15.00:** An ordinance approving rezoning request RZN 02-15.00 as submitted by Dave Jorgensen of behalf of Larry Garriott for property located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential; and to accept the attached Bill of Assurance.
2. **VA 02-4.00:** An ordinance approving vacation request VA 02-4.00 as submitted by Henry Renegar for property located at 925 Rockwood Trail. The request is to vacate a 10' wide utility easement.
3. **RJN GROUP:** A resolution approving an engineering contract with RJN Group for sanitary sewer rehabilitation design for Illinois River Basins 1-5, 18 and 19 and White River minisystem 27 (Industrial Park), in the amount of \$548,653, and approval of a 5% contingency of \$27,433.
4. **OUTDOOR MUSIC ESTABLISHMENT:** An ordinance adding a definition of "Outdoor Music Establishment" to Chapter 151 Definitions of the Unified Development Ordinance and adding Section 163.30 to the Unified Development Ordinance to make an Outdoor Music Establishment a Conditional Use in specified zoning districts.

City Council July 2, 2002

	<u>Roll</u>				
Thiel	✓				
Young	✓				
Marr	✓				
Bechard	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Coody	✓				

<u>Nominations Committee</u>	<u>KS</u> BT. ^{not} P.C.	<u>P.C.</u> glu ⁱⁿ <u>minutes</u>			
Thiel	✓				
Young	✓				
Marr	✓				
Bechard	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Coody					

City Council July 2, 2002

<i>Consent</i> →	<i>BD KS.</i>				
Thiel	✓				
Young	✓				
Marr	✓				
Bechard	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Coody					

<i>VR 02-100</i>	<i>BD RR.</i>				
Thiel	✓	*			
Young	✓				
Marr	✓				
Bechard	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Coody					

City Council July 2, 2002

22N 02-15.00					
Thiel		*			
Young					
Marr					
Bechard					
Davis					
Santos					
Jordan					
Reynolds					
Coody					

VA 02-4.00	BD RR	BD RR	Pass		
Thiel	✓	✓	✓		
Young	✓	✓	✓		
Marr	✓	✓	✓		
Bechard	✓	✓	✓		
Davis	✓	✓	✓		
Santos	✓	✓	✓		
Jordan	✓	✓	✓		
Reynolds	✓	✓	✓		
Coody					

City Council July 2, 2002

<i>2nd group</i>	<i>1st group</i>				
Thiel	✓				
Young	✓				
Marr	✓				
Bechard	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Coody					

<i>outdoor music</i>					
Thiel					
Young	<i>left on 1st meeting</i>				
Marr					
Bechard					
Davis	<i>Sent to outdoor music</i>				
Santos					
Jordan					
Reynolds					
Coody					

adj 9:40.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

NOMINATING COMMITTEE REPORT CITY COUNCIL MEETING JULY 2, 2002

AUDIT COMMITTEE

Jackson White/One one-year Certified Public Accountant term ending 12/31/02

BOARD OF ADJUSTMENTS AND BOARD OF SIGN APPEALS

Sheree M. Alt/One five-year Public-at-Large term ending 03/31/07

CIVIL SERVICE COMMISSION

Stanley E. Adelman/One three-year term ending 03/31/05

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

Jerry Bailey/One one-year Alternate term ending 03/31/03

ENVIRONMENTAL CONCERNS COMMITTEE

Jeremy Webb/One three-year Local Industry term ending 06/30/05

Marti Benedict/One three-year Science Discipline term ending 06/30/05

Steven R. Jackson/One three-year Citizen-at-Large term ending 06/30/05

Stacey Wingate/One three-year Citizen-at-Large term ending 06/30/05

Cheri Lynn Colcy/One three-year Citizen-at-Large term ending 06/30/05

Linda Rupe/One three-year Citizen-at-Large term ending 06/30/05

PLANNING COMMISSION

Troy Wilson, Jr./One unexpired term ending 03/31/05

TELECOMMUNICATIONS BOARD

Jon C. Lofton/One two-year term ending 06/30/04

Kenneth Myers/One two-year term ending 06/30/04

Gary Ault/One unexpired term ending 06/30/03

TREE AND LANDSCAPE ADVISORY COMMITTEE

John Clark Rupe/One unexpired University Representative term ending 12/31/03

WALTON ARTS CENTER COUNCIL, INC.

Linda A. Gaddy/One three-year term ending 06/30/05

YOUTH ADVOCACY COMMITTEE

Barbara A. Lofton/One two-year Teacher term ending 05/31/04

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NOMINATING COMMITTEE REPORT

A. CONSENT

1. APPROVAL OF THE MINUTES

2. GARVER ENGINEERS: A resolution awarding an engineering contract to Garver Engineers in the not-to-exceed amount of \$275,000 to provide engineering services for the accelerated waterline replacement project.

3. USINFRASTRUCTURE: A resolution awarding the engineering contract to the firm of USInfrastructure for engineering studies and recommendations for (1) the upper Hamestring Creek Basin and (2) the Shenandoah Trailer Park area. The contract price is not-to-exceed \$93,424; and approval of an engineering contract contingency in the amount of \$10,000.

4. AATC LEASE: A resolution approving a lease with Northwest Arkansas Aviation Technologies Center for an executive hangar located at 4248 South School.

B. OLD BUSINESS

1. VA 02-1.00: An ordinance approving vacation request VA 02-1.00 as submitted by Ken and Kathie Marvin for property located in Rochier Heights Subdivision. The request is to vacate the alley between Lots 8, 9, 10 and 11 of Block 5. The ordinance was left on the 1st reading at the June 18, 2002 meeting.

C. NEW BUSINESS

1. ✓ RZN 02-15.00: An ordinance approving rezoning request RZN 02-15.00 as submitted by Dave Jorgensen of behalf of Larry Garriott for property located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential; and to accept the attached Bill of Assurance. *Need maps additional info. see*

(Notification problem)

High

left on 1st

2. ✓ VA 02-4.00: An ordinance approving vacation request VA 02-4.00 as submitted by Henry Renegar for property located at 925 Rockwood Trail. The request is to vacate a 10' wide utility easement.

press

3. RJN GROUP: A resolution approving an engineering contract with RJN Group for sanitary sewer rehabilitation design for Illinois River Basins 1-5, 18 and 19 and White River minisystem 27 (Industrial Park), in the amount of \$548,653, and approval of a 5% contingency of \$27,433.

(Revised Contract)

press

4. ✓ OUTDOOR MUSIC ESTABLISHMENT: An ordinance adding a definition of "Outdoor Music Establishment" to Chapter 151 Definitions of the Unified Development Ordinance and adding Section 163.30 to the Unified Development Ordinance to make an Outdoor Music Establishment a Conditional Use in specified zoning districts.

(additional info)

left on 1st. Sent to Admin & Finance committee.

mg adj. 9:40

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NOMINATING COMMITTEE REPORT *Approved P.C.*

A. CONSENT

1. APPROVAL OF THE MINUTES

PASS
RES. 101-02 2. **GARVER ENGINEERS:** A resolution awarding an engineering contract to Garver Engineers in the not-to-exceed amount of \$275,000 to provide engineering services for the accelerated waterline replacement project.

RES. 102-02 3. **USINFRASTRUCTURE:** A resolution awarding the engineering contract to the firm of USInfrastructure for engineering studies and recommendations for (1) the upper Hamestring Creek Basin and (2) the Shenandoah Trailer Park area. The contract price is not-to-exceed \$93,424; and approval of an engineering contract contingency in the amount of \$10,000.

RES. 103-02 4. **AATC LEASE:** A resolution approving a lease with Northwest Arkansas Aviation Technologies Center for an executive hangar located at 4248 South School.

B. OLD BUSINESS

*Tabled
no date* 1. **VA 02-1.00:** An ordinance approving vacation request VA 02-1.00 as submitted by Ken and Kathie Marvin for property located in Rochier Heights Subdivision. The request is to vacate the alley between Lots 8, 9, 10 and 11 of Block 5. The ordinance was left on the 1st reading at the June 18, 2002 meeting.

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(Notification problem)

2. ✓

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(additional info.)

left m. 1st

ORD. 4405

RES. 104-02

PAID

left m. 1st

Sent to ordinance review committee.

mg. adj. 9:40

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NOMINATING COMMITTEE REPORT —

*take list of P.C.
applicants*

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*called
and asked
to be filled.*

C. NEW BUSINESS

*Notification
problem*

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*Revised
Contract*

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*additional
info*

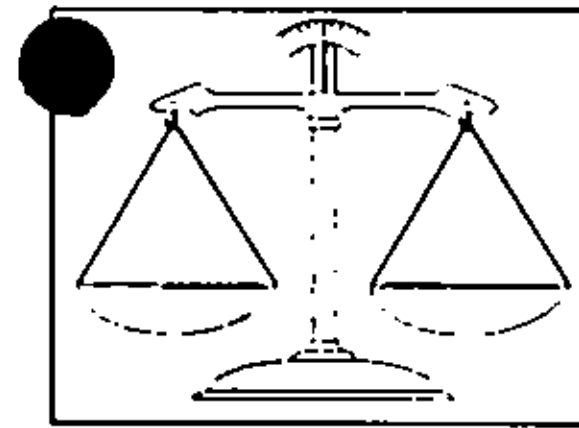
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FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: Dan Coody, Mayor

THRU: Heather Woodruff, City Clerk

FROM: Kit Williams, City Attorney

A handwritten signature in black ink, appearing to read 'Kit Williams', written over a horizontal line.

DATE: July 3, 2002

RE: Passed Ordinances and Resolutions from City Council
meeting of July 2, 2002

The following Ordinances and Resolutions were passed at the last City Council meeting and are ready for the mayor's signature.

Enclosed are:

RES. 101-021. Garver Engineers: A Resolution awarding a contract to Garver Engineers in the not-to-exceed amount of \$275,000 to provide engineering services for the accelerated waterline replacement project.

RES. 102-022. UsInfrastructure: A Resolution awarding contract to UsInfrastructure for studies and recommendations for (1) upper Hamestring Creek Basin and (2) Shenandoah Trailer Park area. Contract price is not to exceed \$93,424; and approval of contingency in amount of \$10,000.00.

RES. 103-023. **AATC Lease:** Resolution approving lease with Northwest Arkansas Aviation Technologies Center for executive hangar located at 4248 S. School.

ORD. 4405 4. **VA 02-4.00:** Ordinance approving vacation request as submitted by Henry Renegar for property located at 925 Rockwood Trail. Request is to vacate a 10-foot wide utility easement.

RES. 104-02 5. **RJN Group:** Resolution Approving contract with RJN Group for sanitary sewer rehabilitation design for Illinois River basins 1-5, 18 and 19 and White River minisystem 27 (Industrial Park), in amount of \$548,653.00, and approval of 5% contingency of \$27,433.00.

4. ✓ **HUNT CLUB SUBDIVISION:** A resolution authorizing the City Attorney to seek an injunction if necessary against the developer of the Hunt Club Subdivision to compel the installation of street lighting as required under §166.03 of the Unified Development Ordinance (UDO).

5. ✓ **RZ 93-50:** An ordinance approving the nullifying and revoking rezoning Ordinance 3750 for property described in zoning petition RZ 93-50 for a parcel containing 0.97 acres located at 2220 E Huntsville Road from R-1, Low Density Residential District to I-2, General Industrial District.

6. *See* **RZN 02-14:** An ordinance approving the nullifying, revoking, and replacing Ordinance 4403 for property described in zoning petition RZN 02-14 for a parcel containing .280 acres located at the northeast corner of Crossover and East Zion Road from A-1, Agricultural to R-o, Residential Office. The intent is to modify the legal description of the requested rezoning.

7. *Consent* **LIBRARY:** A resolution to approve amendments 11, 12 and 13 to the contract with Meyer, Scherer & Rockcastle LTD for items associated with the off-site improvement for the new library. Total cost is \$22,670.00.

8. **SOLID WASTE:** An ordinance establishing rate structure and program parameters for the automated cart based residential trash collection and disposal program. *Change*

9. *Consent* **HANGAR REHAB:** A resolution approving the construction contract with 24,500 for hangar rehabilitation. - *See Ray*
\$120,000. - *50% grant w/ State*

10. *Consent* **WRMC:** A resolution appealing the Planning Commission Decision regarding the required off-site road improvement. - *40 acre lot*
- get info packet from P.C.

HEATHER CHECK THIS ONE ON WRMC NOT SURE OF WORDING

D. **INFORMATIONAL ITEMS**

1. **COUNCIL TOUR**

*JAMES at
airport -
said they
won't be able
to have stuff
in until Monday - Bid due in Monday*

*7 applicants.
5:00 p.m. start.*

Ward 3 meeting - Tuesday.

APPLICANT INTERVIEWS

<u>TIME</u>	<u>APPLICANT</u>	<u>BOARD/COMMITTEE/COMMISSION</u>
4:00 p.m.	Jerry Bailey	Board of Adjustments & Board of Sign Appeals Planning Commission Tree & Landscape Advisory Committee
4:05 p.m.	Jeff Hagers	Board of Adjustments & Board of Sign Appeals Civil Service Commission Planning Commission
4:10 p.m.	Steven R. Jackson	Board of Adjustments & Board of Sign Appeals Environmental Concerns Committee
4:15 p.m.	Stanley E. Adelman	Civil Service Commission
4:20 p.m.	Dan Epperly	Civil Service Commission
4:25 p.m.	Jon C. Lofton	Civil Service Commission Telecommunications Board
4:30 p.m.	Martin W. Schoppmeyer, Jr.	Civil Service Commission Planning Commission
4:35 p.m.	Carin A. Schoppmeyer	Telecommunications Board Walton Arts Center Council, Inc.
4:40 p.m.	Sheree M. Alt	Board of Adjustments & Board of Sign Appeals Planning Commission
4:45 p.m.	Marti Benedict	Environmental Concerns Committee
4:50 p.m.	John Clark Rupe	Environmental Concerns Committee Tree & Landscape Advisory Committee
4:55 p.m.	Linda Rupe	Walton Arts Center Council, Inc.
5:00 p.m.	Jeremy Webb	Environmental Concerns Committee
5:05 p.m.	Stacey Wingate	Environmental Concerns Committee
5:10 p.m.	Kay N. DuVal	Planning Commission

TIME**APPLICANT****BOARD/COMMITTEE/COMMISSION**

5:15 p.m.

Steve Frankenberger

Planning Commission

5:20 p.m.

Jim Watson

Civil Service Commission

5:25 p.m.

Marcus L. Gibbs

Planning Commission

5:30 p.m.

Valerie H. Hunt

Planning Commission

5:35 p.m.

Alan M. Ostner

Planning Commission

5:40 p.m.

Jonathan Story

Planning Commission

5:45 p.m.

Robert C. Welch

Planning Commission

5:50 p.m.

Cheri Lynn Coley

Environmental Concerns Committee
Telecommunications Board

5:55 p.m.

Troy Wilson, Jr.

Planning Commission

6:00 p.m.

R. Christian Vaught

Board of Adjustments & Board of Sign Appeals
Planning Commission

6:05 p.m.

Kenneth Myers

Telecommunications Board

6:10 p.m.

Kim Autry

Telecommunications Board

6:15 p.m.

Frank Finger

Tree & Landscape Advisory Board

6:20 p.m.

Donna King

Tree & Landscape Advisory Board

6:30 p.m.

Sykes Harvey

Walton Arts Center Council, Inc.

6:35 p.m.

Billye Annette Hawkins

Walton Arts Center Council, Inc.

6:40 p.m.

Linda A. Gaddy

Walton Arts Center Council, Inc.

Out-of-Town

Gary Ault

Telecommunications Board

Only One Applicant for the Following Committees

Jackson White

Audit Committee

Barbara A. Lofton

Youth Advocacy Committee (teacher)

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

NOMINATING COMMITTEE REPORT CITY COUNCIL MEETING JULY 2, 2002

AUDIT COMMITTEE

Jackson White/One three-year Certified Public Accountant term ending 12/31/04

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Troy Wilson, Jr./One unexpired term ending 03/31/05

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Kenneth Myers/One two-year term ending 06/30/04

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WALTON ARTS CENTER COUNCIL, INC.

Linda A. Gaddy/One three-year term ending 06/30/05

YOUTH ADVOCACY COMMITTEE

Barbara A. Lofton/One two-year Teacher term ending 05/31/04

- Display ADS 2 week.
- post. CANDIDATES 1 week. (Sunday)
- meeting. - interviews
executive committee.
- no vote until. council meeting.

ORDINANCE NO. _____

AN ORDINANCE APPROVING VA02-1.00 TO VACATE AND ABANDON A 20' WIDE ALLEY LOCATED BEHIND LOTS 8-9 AND 10-11 IN BLOCK 5 OF ROCHIER HEIGHTS SUBDIVISION, CITY OF FAYETTEVILLE, ARKANSAS AS SHOWN ON THE ATTACHED MAP.

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes, and

WHEREAS, the City Council has determined that the following described right-of-way is not required for corporate purposes.

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

Section 1. That the City of Fayetteville, Arkansas hereby vacates and abandons all of its rights together with the rights of the public generally, in and to the following described right-of-way:

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

Section 2. That a copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3. Approval of the requested alley vacation shall be subject to any additional development on lots 10 and 11 Block 5 and lots 8 through 12 Block 4 of Rochier Heights Subdivision which are adjacent to undeveloped right-of-way being approved through the large scale development process.

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

DRAFT

By _____
Dan Coody, Mayor

ATTEST:

DRAFT

By _____
Heather Woodruff, City Clerk

EXHIBIT "A"

THE PLATTED ALLEYWAY BETWEEN LOTS 8-9 AND 10-11 IN BLOCK 5 OF PREVIOUS
PLATTED ROCHIER HEIGHTS IN THE NE $\frac{1}{4}$, NE $\frac{1}{4}$ OF SECTION 20, T-16-N, R-30-W, IN
WASHINGTON COUNTY, ARKANSAS.

ORDINANCE NO. _____

AN ORDINANCE ADDING A DEFINITION OF "OUTDOOR MUSIC ESTABLISHMENT" TO CHAPTER 151 DEFINITIONS OF THE UNIFIED DEVELOPMENT ORDINANCE AND ADDING §163.30 TO THE UNIFIED DEVELOPMENT ORDINANCE TO MAKE AN OUTDOOR MUSIC ESTABLISHMENT A CONDITIONAL USE IN SPECIFIED ZONING DISTRICTS

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby adds the following definition of Outdoor Music Establishment to the **Definitions** Chapter (155) of the Unified Development Ordinance:

"Outdoor Music Establishment. Any business or establishment that has a garden, patio, rooftop or premises not wholly enclosed by solid walls and fully roofed in which amplified or loud music is played that could be audible at nearby residences or businesses."

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby adds §163.30 to the Unified Development Ordinance making Outdoor Music Establishments a Conditional Use where allowed:

"§163.30 Outdoor Music Establishments.

Outdoor Music Establishments not in operation prior to July 1, 2002, shall not be allowed in any zoning district except C-2, C-3 and C-4, where they may be allowed as conditional uses subject to the following additional conditions:

A. Site Plan. A site plan showing the proposed location and size of the outdoor music area; location and direction of speakers; noise absorbing walls, structures or devices; proposed days and hours of operation of the outdoor music area; and measures proposed to lessen or eliminate any adverse affects upon nearby residences and businesses.

B. Planning Commission Review. In addition to all normal considerations for a conditional use, the Planning Commission may require noise

C. Bond. The Planning Commission may require the owner or operator of the outdoor music establishment to post a bond or letter of credit up to \$1,000.00 which would be forfeited or paid if the establishment or any band or person operating at such establishment is convicted of violating the Fayetteville Noise Ordinance (~~\$96.04~~ of the Code of Fayetteville) within eighteen (18) months of the issuance of the bond or letter or credit. Violation of the Fayetteville Noise Ordinance may also constitute grounds for revocation of this Conditional Use to operate an Outdoor Music Establishment."

APPROVED:

By:

DAN COODY, Mayor

By:

Heather Woodruff, City Clerk

ORDINANCE NO. _____

AN ORDINANCE ADDING A DEFINITION OF "OUTDOOR MUSIC ESTABLISHMENT" TO CHAPTER 151 DEFINITIONS OF THE UNIFIED DEVELOPMENT ORDINANCE AND ADDING §163.29 TO THE UNIFIED DEVELOPMENT ORDINANCE TO MAKE AN OUTDOOR MUSIC ESTABLISHMENT A CONDITIONAL USE IN SPECIFIED ZONING DISTRICTS

*Replaces
C-4 Ordinance
Revised
see new
one
AS of
6-26-02*

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Section 1. That the City Council of the City of Fayetteville, Arkansas hereby adds the following definition of Outdoor Music Establishment to the **Definitions** Chapter (155) of the Unified Development Ordinance:

"Outdoor Music Establishment. Any business or establishment that has a garden, patio, rooftop or premises not wholly enclosed by solid walls and fully roofed in which amplified or loud music is played that could be audible at nearby residences or businesses."

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby adds §163.29 to the Unified Development Ordinance making Outdoor Music Establishments a Conditional Use where allowed:

"§163.29 Outdoor Music Establishments.

Outdoor Music Establishments not in operation prior to July 1, 2002, shall not be allowed in any zoning district except C-2, C-3 and C-4, where they may be allowed as conditional uses subject to the following additional conditions:

A. Site Plan. A site plan showing the proposed location and size of the outdoor music area; location and direction of speakers; noise absorbing walls, structures or devices; proposed days and hours of operation of the outdoor music area; and measures proposed to lessen or eliminate any adverse affects upon nearby residences and businesses.

B. Planning Commission Review. In addition to all normal considerations for a conditional use, the Planning Commission may require noise

**TENTATIVE AGENDA
CITY COUNCIL
JULY 2, 2002**

A meeting of the Fayetteville City Council will be held on July 2, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

NOMINATING COMMITTEE REPORT

A. CONSENT

1. **APPROVAL OF THE MINUTES**
2. **GARVER ENGINEERS:** A resolution awarding an engineering contract to Garver Engineers in the not-to-exceed amount of \$275,000 to provide engineering services for the accelerated waterline replacement project.
3. **USINFRASTRUCTURE:** A resolution awarding the engineering contract to the firm of USInfrastructure for engineering studies and recommendations for (1) the upper Hamestring Creek Basin and (2) the Shenandoah Trailer Park area. The contract price is not-to-exceed \$93,424; and approval of an engineering contract contingency in the amount of \$10,000.
4. **AATC LEASE:** A resolution approving a lease with Northwest Arkansas Aviation Technologies Center for an executive hangar located at 4248 South School. *\$41500 to \$3700 reduced*

B. OLD BUSINESS

Remove
RAZE AND REMOVAL: A resolution approving a raze and removal of house at 1200 S. Roberts as per Ordinance 3948. The item was tabled at the May 7, 2002 meeting. Item was tabled at the June 18, 2002 Council Meeting.

- 1st in Aug*
2. **VA 02-1.00:** An ordinance approving vacation request VA 02-1.00 as submitted by Ken and Kathie Marvin for property located in Rochier Heights Subdivision. The request is to vacate the alley between Lots 8, 9, 10 and 11 of Block 5. *Left on 1st reading*

521-1566 at June 18th meeting

OFFER AND ACCEPTANCE: A resolution approving the offer and acceptance contract between the City and Darrell and Ethel Meredith for the purchase of 0.4 acres, including 3,400 square foot building at the corner of Nonamaker Street and School Avenue for a sum of \$120,000 plus closing costs, and an additional \$9,000 to cover environmental soil testing and building modifications for use as city storage. *tabled at June 18th meeting*

will need to bring it back

Remove
Indefinite
Ed Connolly
Called Friday 6-21-02
MR. Montano
table item 3:50pm

C. NEW BUSINESS

1. **RZN 02-15.00:** An ordinance approving rezoning request RZN 02-15.00 as submitted by Dave Jorgensen of behalf of Larry Garriott for property located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential; and to accept the attached Bill of Assurance.
2. **VA 02-4.00:** An ordinance approving vacation request VA 02-4.00 as submitted by Henry Renegar for property located at 925 Rockwood Trail. The request is to vacate a 10' wide utility easement.
3. **RJN GROUP:** A resolution approving an engineering contract with RJN Group for sanitary sewer rehabilitation design for Illinois River Basins 1-5, 18 and 19 and White River minisystem 27 (Industrial Park), in the amount of \$548,653, and approval of a 5% contingency of \$27,433.
4. **OUTDOOR MUSIC ESTABLISHMENT:** An ordinance adding a definition of "Outdoor Music Establishment" to Chapter 151 Definitions of the Unified Development Ordinance and adding Section 163.29 to the Unified Development Ordinance to make an Outdoor Music Establishment a Conditional Use in specified zoning districts.

D. INFORMATIONAL ITEMS

1. **HAY PLAN:** Presentation of the Hay Plan. *power point presentation*
2. **COUNCIL TOUR-** *NO.*

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CITY COUNCIL
JULY 2, 2002**

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D. INFORMATIONAL ITEMS

1. **HAY PLAN:** Presentation of the Hay Plan.
2. **COUNCIL TOUR**

RZN 02-15 (Gariott) – Persimmon & 46th Street

Development on West side of I-540 / Wedington Drive area

Silverthorne Subdivision – West side of Double Springs Road

- Annexed in fall 1999
- Zoned R-1
- 47.98 acres / 59 lots (1.22 units per acre)
- Final plat approved 4/9/01
- Being built out currently

Bridgeport Subdivision (Phases 4, 5 & 6) – South of Mt. Comfort; North of Fieldstone Subdivision

- Rezoned in mid-1999 from A-1 to R-1
- 36.24 acres / 99 lots (2.73 units per acre)
- Each phase has been finished and is being built out currently

Fairfield Subdivision – Immediately west of Bridgeport

- Annexed in summer 2001 (August) – annexation of 14.47 acres
- Zoned R-1
- 49.37 acres / 155 lots (3.14 units per acre)
- Preliminary plats approved 8/2001 (phases 1&2), 11/2001 (phase 3)
- Project in construction phase – will still need to process a final plat once infrastructure is complete

Sage Meadows – East of 51st Street, North of Wedington (South of Fairfield)

- Annexed in fall 2001
- Zoned R-1
- 30.99 acres / 89 lots (2.87 units per acre)
- Project in construction phase – will still need to process a final plat once infrastructure is complete

Legacy Pointe – East of Double Springs Road and Silverthorne, South of Owl Creek

- Annexed 13.61 acres of total in January 2002
- Rezoned portion to R-1 and portion to RMF-6
- 41.90 acres R-1 with 108 single family lots (2.58 units per acre)
- 8.74 acres RMF-6 with 24 duplex lots (5.49 units per acre)
- Project in construction phase – will still need to process a final plat once infrastructure is complete

Shiloh West Apartments – West of I-540, south of Wedington

- Rezoned from C-2 to R-2
- 18.25 acres / 240 units (13.16 units per acre)
- Dedicated 65' r/w for Persimmon
- Built Persimmon to collector standards along southern property line – proposed by the applicant

BACKGROUND INFORMATION

Garriott rezoning 46th and Persimmon

- ✓ Weddington avenue is classified as a Principal Arterial and is rated to carry 20,600 cars per day
- ✓ 2001 traffic counts in area per the Arkansas Highway Dept.
Weddington at 46th 13,000
- ✓ The proposed subdivision will have 158 houses at build out with a planning figure for traffic calculation of 158×10 (trips/day)=1580 Of this number, approximately 70% or 1100 trips will flow to Weddington.
- ✓ Traffic count in Weddington from this development will increase to 14,000+
- ✓ It is probable that Persimmon street will be completed in the next several years. It is rated as a collector which carries a volume of 4-6,000 vehicles per day.
- ✓ Our master street plan also shows 46th as a collector.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

NOMINATING COMMITTEE REPORT CITY COUNCIL MEETING JULY 2, 2002

AUDIT COMMITTEE

Jackson White/One three-year Certified Public Accountant term ending 12/31/04

BOARD OF ADJUSTMENTS AND BOARD OF SIGN APPEALS

Sheree M. Alt/One five-year Public-at-Large term ending 03/31/07

CIVIL SERVICE COMMISSION

Stanley E. Adelman/One three-year term ending 03/31/05

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

Jerry Bailey/One one-year Alternate term ending 03/31/03

ENVIRONMENTAL CONCERNS COMMITTEE

Jeremy Webb/One three-year Local Industry term ending 06/30/05

Marti Benedict/One three-year Science Discipline term ending 06/30/05

Steven R. Jackson/One three-year Citizen-at-Large term ending 06/30/05

Stacey Wingate/One three-year Citizen-at-Large term ending 06/30/05

Cheri Lynn Coley/One three-year Citizen-at-Large term ending 06/30/05

Linda Rupe/One three-year Citizen-at-Large term ending 06/30/05

PLANNING COMMISSION

Troy Wilson, Jr./One unexpired term ending 03/31/05

TELECOMMUNICATIONS BOARD

Jon C. Lofton/One two-year term ending 06/30/04

Kenneth Myers/One two-year term ending 06/30/04

Gary Ault/One unexpired term ending 06/30/03

TREE AND LANDSCAPE ADVISORY COMMITTEE

John Clark Rupe/One unexpired University Representative term ending 12/31/03

WALTON ARTS CENTER COUNCIL, INC.

Linda A. Gaddy/One three-year term ending 06/30/05

YOUTH ADVOCACY COMMITTEE

Barbara A. Lofton/One two-year Teacher term ending 05/31/04

APPLICANT INTERVIEWS

<u>TIME</u>	<u>APPLICANT</u>	<u>BOARD/COMMITTEE/COMMISSION</u>
4:00 p.m.	Jerry Bailey	Board of Adjustments & Board of Sign Appeals Planning Commission Tree & Landscape Advisory Committee
4:05 p.m.	Jeff Hagers	Board of Adjustments & Board of Sign Appeals Civil Service Commission Planning Commission
4:10 p.m.	Steven R. Jackson	Board of Adjustments & Board of Sign Appeals Environmental Concerns Committee
4:15 p.m.	Stanley E. Adelman	Civil Service Commission
4:20 p.m.	Dan Epperly	Civil Service Commission
4:25 p.m.	Jon C. Lofton	Civil Service Commission Telecommunications Board
4:30 p.m.	Martin W. Schoppmeyer, Jr.	Civil Service Commission Planning Commission
4:35 p.m.	Carin A. Schoppmeyer	Telecommunications Board Walton Arts Center Council, Inc.
4:40 p.m.	Sheree M. Alt	Board of Adjustments & Board of Sign Appeals Planning Commission
4:45 p.m.	Marti Benedict	Environmental Concerns Committee
4:50 p.m.	John Clark Rupe	Environmental Concerns Committee Tree & Landscape Advisory Committee
4:55 p.m.	Linda Rupe	Walton Arts Center Council, Inc.
5:00 p.m.	Jeremy Webb	Environmental Concerns Committee
5:05 p.m.	Stacey Wingate	Environmental Concerns Committee
5:10 p.m.	Kay N. DuVal	Planning Commission

<u>TIME</u>	<u>APPLICANT</u>	<u>BOARD/COMMITTEE/COMMISSION</u>
5:15 p.m.	Steve Frankenberger	Planning Commission
5:20 p.m.	Jim Watson	Civil Service Commission
5:25 p.m.	Marcus L. Gibbs	Planning Commission
5:30 p.m.	Valerie H. Hunt	Planning Commission
5:35 p.m.	Alan M. Ostner	Planning Commission
5:40 p.m.	Jonathan Story	Planning Commission
5:45 p.m.	Robert C. Welch	Planning Commission
5:50 p.m.	Cheri Lynn Coley	Environmental Concerns Committee Telecommunications Board
5:55 p.m.	Troy Wilson, Jr.	Planning Commission
6:00 p.m.	R. Christian Vaught	Board of Adjustments & Board of Sign Appeals Planning Commission
6:05 p.m.	Kenneth Myers	Telecommunications Board
6:10 p.m.	Kim Autry	Telecommunications Board
6:15 p.m.	Frank Finger	Tree & Landscape Advisory Board
6:20 p.m.	Donna King	Tree & Landscape Advisory Board
6:30 p.m.	Sykes Harvey	Walton Arts Center Council, Inc.
6:35 p.m.	Billye Annette Hawkins	Walton Arts Center Council, Inc.
6:40 p.m.	Linda A. Gaddy	Walton Arts Center Council, Inc.

Out-of-Town

Gary Ault	Telecommunications Board
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Only One Applicant for the Following Committees

Jackson White	Audit Committee
Barbara A. Lofton	Youth Advocacy Committee (teacher)

EXHIBIT "B"**§161.14 DISTRICT C-2 THOROUGHFARE COMMERCIAL.**

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

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

Unit 1	City-Wide Uses by Right
Unit 4	Cultural and Recreational Facilities
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 14	Hotel, Motel and Amusement Facilities
Unit 15	Neighborhood Shopping Goods
Unit 16	Shopping Goods
Unit 17	Trades and Services
Unit 18	Gasoline Service Stations and Drive-In Restaurants
Unit 19	Commercial Recreation
Unit 20	Commercial Recreation, Large Sites
Unit 24	Outdoor Advertising
Unit 33	Adult Live Entertainment Club or Bar
Unit 34	Liquor Store

2. Uses Permissible on Appeal to the Planning Commission.

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

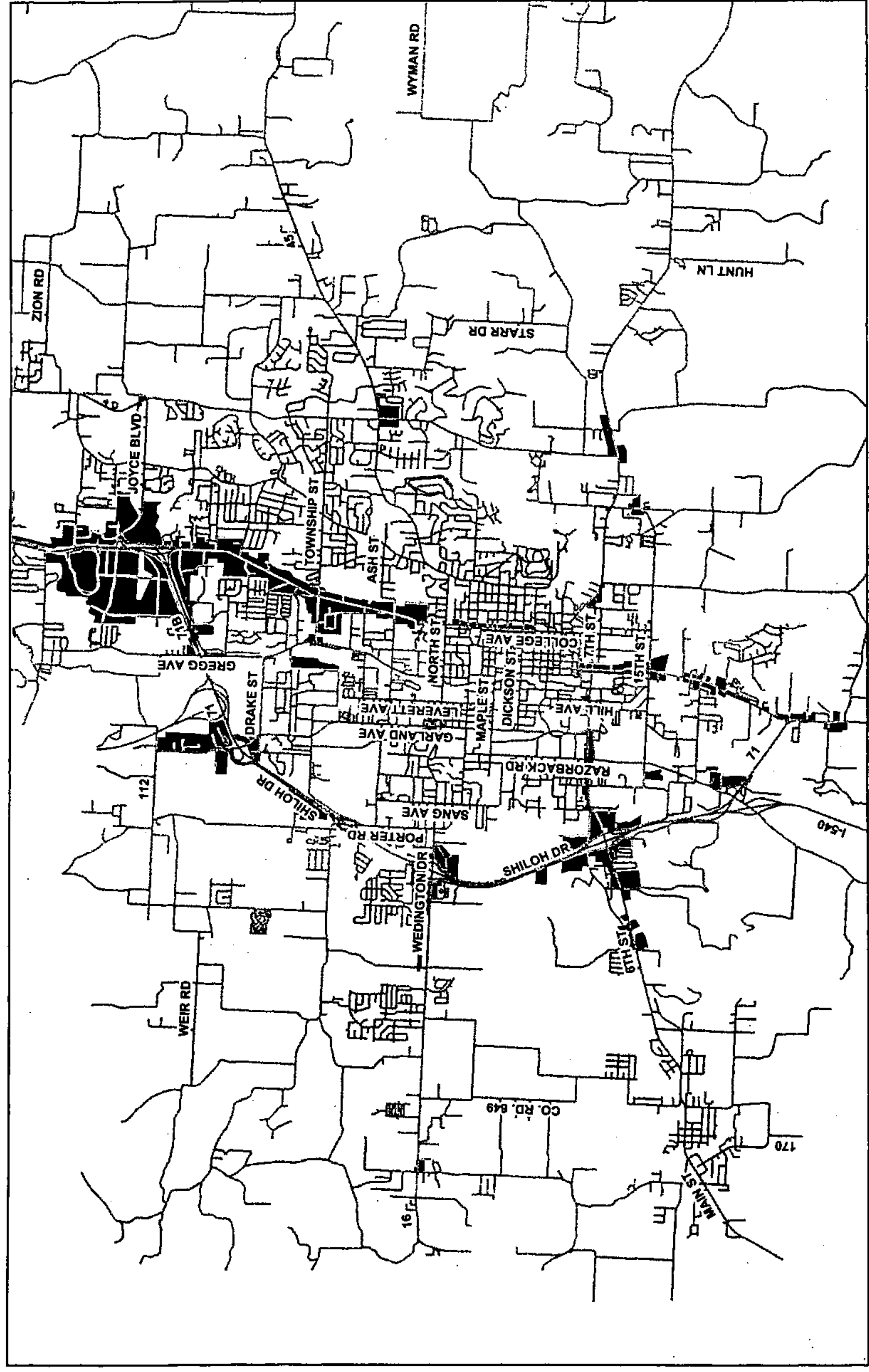
C. Bulk and Area Regulations. Setback lines shall meet the following minimum requirements:

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

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

E. Height Regulations. In District C-2 any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet. No building shall exceed six stories or 75 feet in height.

C-2 ZONING



§161.15 DISTRICT C-3 CENTRAL COMMERCIAL.

A. Purpose. The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district or regional shopping centers which provide a wide range of retail and personal service uses.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 4	Cultural and Recreational Facilities
Unit 5	Government Facilities
Unit 9	Multifamily Dwelling – Low Density
Unit 10	Multifamily – High Density
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 14	Hotel, Motel and Amusement Facilities
Unit 15	Neighborhood Shopping Goods
Unit 16	Shopping Goods
Unit 18	Gas Service Stations and Drive-in Restaurants
Unit 19	Commercial Recreation
Unit 34	Liquor Store

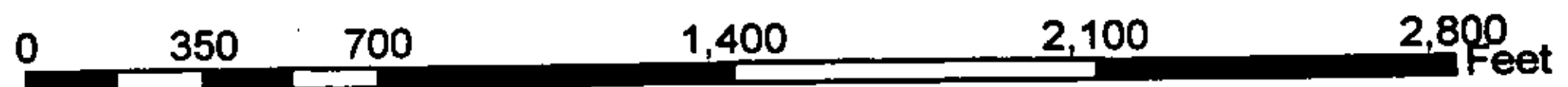
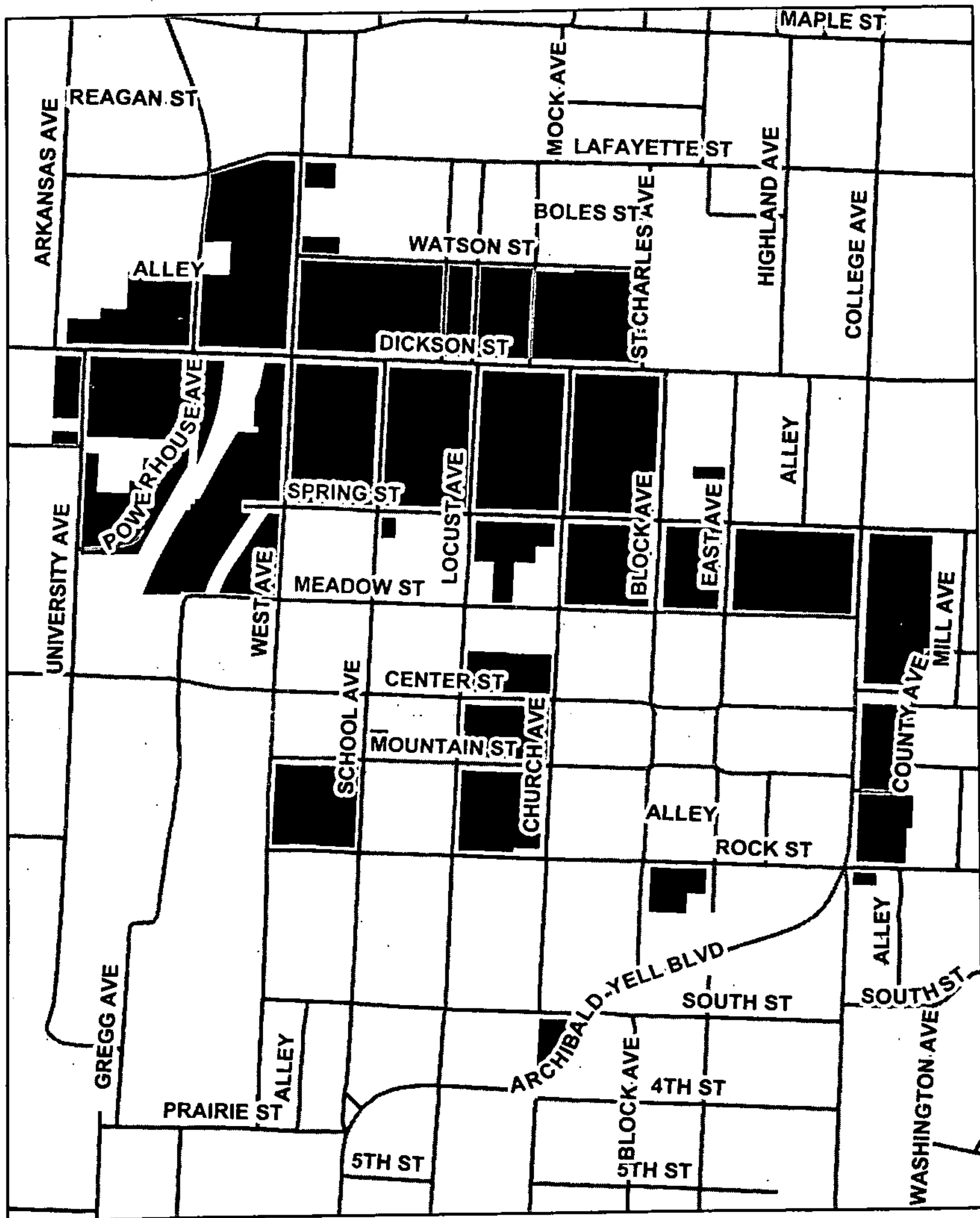
2. Uses Permissible on Appeal to Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public protection and Utility Facility
Unit 19	Trades and Services
Unit 28	Center for Collecting Recyclable Materials

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

	Central Business District	Shopping Center
From Street ROW	5 ft.	25 ft.
From Street ROW if Parking is Allowed Between the ROW and the Building	50 ft.	50 ft.
From Side Property Line	None	None
From Side Property Line When Contiguous to a Residential District	10 ft.	25 ft.
From Back Property Line Without Easement or Alley	15 ft.	25 ft.
From Centerline Line of a Public Alley	10 ft.	10 ft.

1



§161.16 DISTRICT C-4 DOWNTOWN.

A. Purpose. The Downtown District is designed to accommodate the commercial, office, governmental and related uses commonly found in the central downtown area which provide a wide range of retail, financial, professional office, and governmental office uses.

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

Unit 1	City-Wide Uses by Right
Unit 4	Cultural and Recreational Facilities
Unit 5	Government Facilities
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 14	Hotel, Motel and Amusement Facilities
Unit 15	Neighborhood Shopping Goods
Unit 16	Shopping Goods
Unit 19	Commercial Recreation
Unit 25	Professional Offices
Unit 34	Liquor Store

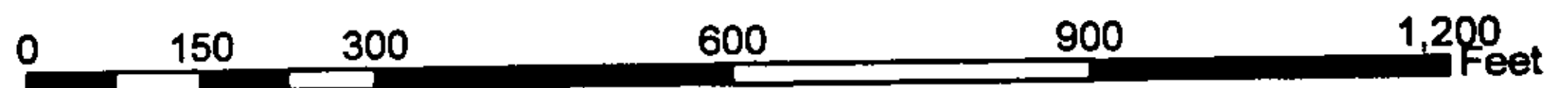
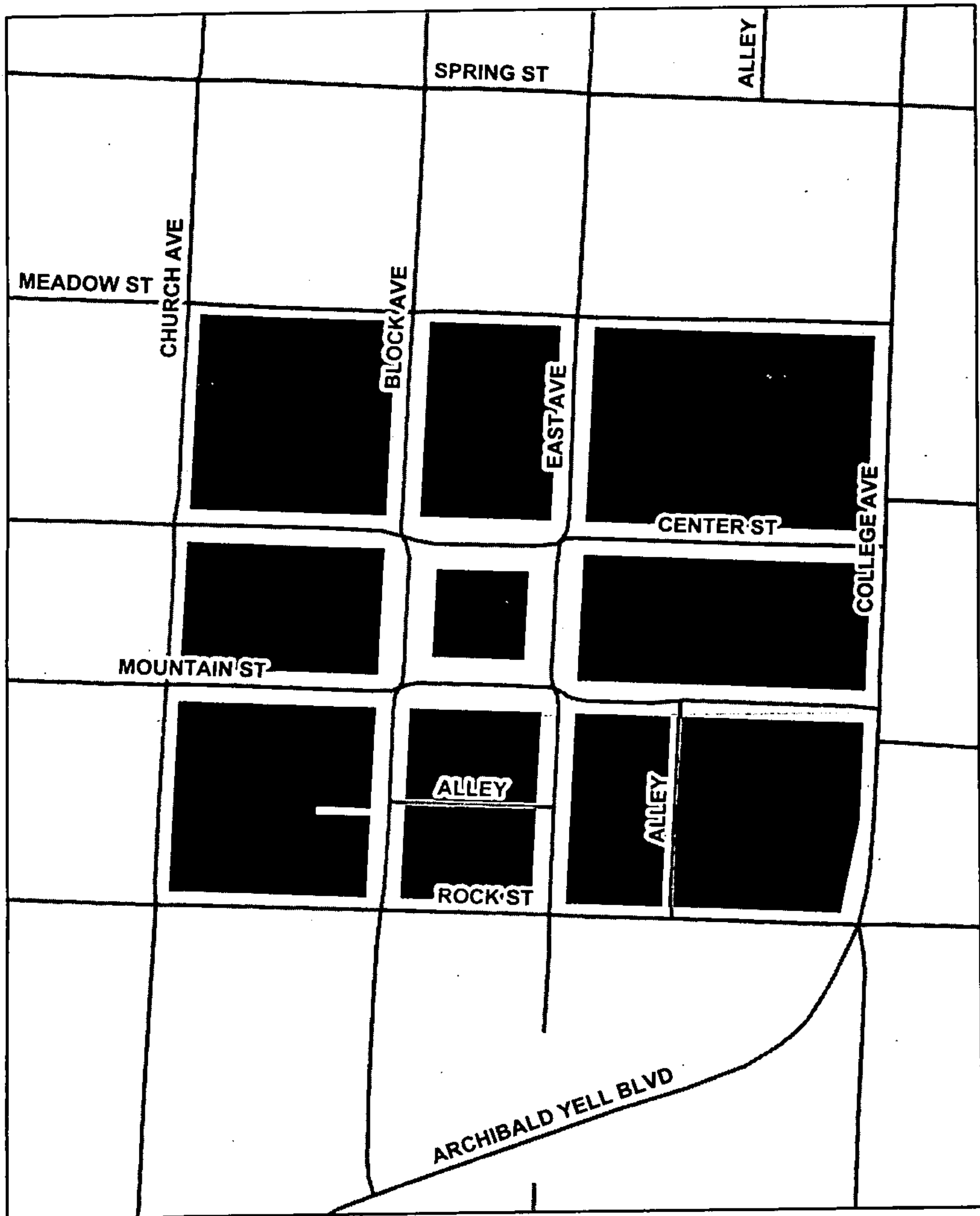
2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 10	Multifamily Dwelling- High Density
Unit 17	Trades and Services
Unit 18	Gas Service Station and Drive-In Restaurants
Unit 28	Center for Collecting Recyclable Materials

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

From Street ROW	5 ft.
From Street ROW if a Sidewalk in Existence or to be Provided	None
From Side Property Line	None
From Side Property Line When Contiguous to a Residential District	10 ft.
From Back Property Line Without Easement or Alley	None
From Center Line of an Easement or Alley	8 ft.

C-4 ZONING



AGREEMENT

CITY OF FAYETTEVILLE, ARKANSAS

AND

RJN GROUP, INC.

THIS AGREEMENT made this _____ day of _____, 2002 by and between the City of Fayetteville, hereinafter called OWNER and RJN GROUP, INC., hereinafter called ENGINEER.

WHEREAS, the ENGINEER has conducted a Sewer System Evaluation Survey for the White River and Illinois River Watersheds in Basins I1, I2, I3, I4, I5, I11, I18, I19, and W27.

NOW, therefore, the OWNER hereby engages the ENGINEER to provide the following professional services as set forth in this agreement. Services will be performed by the ENGINEER with McClelland Consulting Engineers, Inc. of Fayetteville, Arkansas as a subconsultant.

Section I - Basic Services of ENGINEER

The ENGINEER agrees to furnish and perform various professional engineering services related to improvements to the Sewer System in the White River and Illinois River Watersheds.

Services include engineering design and resident engineering for sewer improvements to W27 in the White River Watershed and Basins I1, I2, I3, I4, I5, I11, I18, I19 in the Illinois River Watershed. Extent of improvements are described in Exhibit A of this Agreement.

The services for this Agreement are further described in Exhibit A attached and hereto made part of this Agreement.

AGREEMENT (Cont.)

Section II - OWNER's Responsibility

Mr. Dave Jurgens, P.E., or other designee of the City of Fayetteville shall be the OWNER's Representative, and is authorized to act with authority on behalf of the OWNER with respect to all work tasks of the Project for which services are to be rendered by the ENGINEER.

As responsible agent and beneficiary of the Project, the OWNER's responsibilities shall include the following:

1. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including maps, records, and any other data relative to the ENGINEER's services.
2. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, except to the extent provided by the ENGINEER's Basic Services, data prepared by or services of others, including without limitations any previous plans for the sewer system, maps, and other special data or consultations not covered in ENGINEER's Basic Services; all of which ENGINEER may rely upon in performing his services.
3. Arrange for access to and make all provisions for ENGINEER to enter upon public property, public easements, private property as possible, as required for ENGINEER to perform his services.
4. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of any attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

AGREEMENT (Cont.)

5. Provide such accounting, independent cost estimating, and insurance counseling services as may be necessary for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.
6. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
7. Bear all costs of advertising the construction bid request.
8. Perform all negotiations related to obtaining easements, permits, and licensing agreements for the project.
9. Provide copies of all available as-built records for sewer lines in project area.
10. Bear all costs incident to compliance with the requirements of this Section III.

Section III - Schedule of Service

The schedule of services is described in Exhibit B attached hereto.

The work described shall be carried out as expeditiously as weather and other physical conditions permit. The ENGINEER shall not be liable to the OWNER, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the ENGINEER, and not caused by his own fault or negligence including acts of God, or the public enemy, inclement weather conditions, acts, regulations, or decisions of the Government or regulatory authorities after the effective date of this Agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

AGREEMENT (Cont.)

Section IV - Fees and Payments

Compensation to the ENGINEER by the OWNER for work set forth in this Agreement will not exceed \$548,652.95 without prior written approval of the OWNER. Compensation to the ENGINEER shall be as detailed in Exhibit C.

Payments to the ENGINEER shall be made monthly upon receipt of the combined status report and invoice to be submitted to the OWNER by the ENGINEER. Invoices shall be due and payable to the ENGINEER within thirty (30) days of each billing.

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 and the City Council in advance of the change in scope, cost or fees.

Section V - General Considerations

Standards of Performance

The ENGINEER shall perform all services under this Agreement in accordance with the standards of the engineering profession.

Estimate of Probable Cost

Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of preliminary or probable construction cost or total project cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgement as an experienced and qualified professional engineer. However, the ENGINEER cannot and does not guarantee that actual project cost will not vary from opinions of cost by him.

AGREEMENT (Cont.)

Reuse of Documents

All data and documents including drawings, forms, computer programs, and specifications furnished by the ENGINEER pursuant to this Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the OWNER or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Verification or adaptation by the ENGINEER may entitle ENGINEER to further compensation at a rate agreed upon by the OWNER and the ENGINEER.

Termination of Services

This Agreement may be terminated by either party in the event of substantial failure. Termination may not be effected unless the other party is given not less than ten (10) days written notice (delivered by certified mail, return receipt requested) or intent to terminate and an opportunity for consultation with the terminating party.

Upon receipt of a termination action, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER (subject to "Reuse of Documents" provisions) all data, other information and materials accumulated by the ENGINEER in performing this Agreement, whether completed or in process. The OWNER shall compensate the ENGINEER for any termination settlement costs the ENGINEER incurs related to commitments which had become firm prior to the termination.

Controlling Law and Disputes

If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. This Agreement shall be governed by the laws of the State of Arkansas.

AGREEMENT (Cont.)

Successors and Assigns

The OWNER and the ENGINEER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

Insurance

ENGINEER shall procure and maintain insurance for protection from claims under Workers' Compensation Acts, claims for damages because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damage because of injury to or destruction of property including loss of use resulting therefrom. ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent error, omission or act for which the insured is legally liable; and certification indicating that such insurance is in effect will be submitted to the OWNER within three (3) days of agreement execution by both parties. The amount of coverage for general liability insurance and professional liability insurance shall be in the amount of \$1,000,000 each. Certificates shall provide for not less than 30 days prior notice to the ENGINEER of any cancellations or in the amount of coverage in the policies for the ENGINEER.

AGREEMENT (Cont.)

Section XVI - Miscellaneous Provisions

Arkansas Freedom of Information Act

The ENGINEER agrees that it will provide to the OWNER, at a cost to be agreed upon, all documents in its possession that are, under this Agreement, the property of the OWNER, and which the OWNER believes to be subject to an Arkansas Freedom of Information Act request made to it, or, in anticipation of such request, which it believes necessary for it to possess. The ENGINEER further agrees that it will request of all subconsultants, retained by the ENGINEER to perform services under this Agreement, to provide to the OWNER, at a cost to be agreed upon, all documents in the possession of such subconsultants that are, under this Agreement, the property of the OWNER and which the OWNER believes to be subject to an Arkansas Freedom of Information Act request made to the OWNER, or, in anticipation of such a request, which it believes necessary for the OWNER to possess. The ENGINEER will produce all documents or material in the format that are kept by the ENGINEER, or at the option of the ENGINEER, in some other format. If a specialized format is requested by the OWNER, the cost of conversion, if that additional responsibility is accepted by the ENGINEER, will be borne by the OWNER at the then prevailing rates for the parties actually performing the conversion. Production of requested items will be done with reasonable diligence, but cannot in some circumstances be within the time frame established by the Act.

AGREEMENT (Cont.)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and their seals to be hereto affixed, this ____ day of ____, 2002.

For the OWNER:

CITY OF FAYETTEVILLE

Name

Title

ATTEST:

For the ENGINEER:

RJN GROUP, INC.

Hugh M. Helms
Name

Regional Vice President
Title

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Work Schedule
- Exhibit C - Compensation Schedule

EXHIBIT A
SCOPE OF SERVICES

CITY OF FAYETTEVILLE
ILLINOIS RIVER AND WHITE RIVER WATERSHEDS
SEWER IMPROVEMENTS

Engineering Design, Bidding Assistance and Resident Engineering

Item I. Final Engineering Design/Bidding Assistance

A. Final Engineering Design

1. Project Administration and Management

- a. Perform Project Initiation Activities.
- b. Perform general administration and project management including meetings with City staff as necessary.
- c. Procure subcontractors for such work as legal surveying.

2. Manhole Rehabilitation Design

- a. Review selective computer output reports from the Manhole Inspection Program to determine I/I sources to be rehabilitated.
- b. Evaluate site specific manhole repair alternatives including cover type, grade adjustments, sealing techniques, manhole interior repairs, and/or manhole replacement.
- c. Using ENGINEER's basic specifications, prepare project specifications which shall include but not be limited to:
(1) bidding documents, (2) contractual documents, (3) conditions of the contract, (4) standard project forms, (5) technical specifications, (6) schedule of manhole rehabilitation, (7) location map and (8) general details.
- d. Prepare ENGINEER's Opinion of Probable Construction Cost.

EXHIBIT A (Cont.)

- e. Submit two (2) copies of the draft contract documents to the City for review.
- f. Perform final changes to contract documents based on City review.
- g. Submit two (2) copies of the final contract documents to the City.

3. Sewer Line Rehabilitation

The extent of sewer rehabilitation design is summarized in Table I, Table II, and Table III attached at the end of Exhibit A.

- a. Review selective computer output reports for infiltration and inflow sources to be rehabilitated, sewer line maintenance items, and sewer line replacement.
- b. Perform sewer profile leveling and site inspections for sewer replacement.
- c. Investigate public utility locations.
- d. Evaluate pipe repair alternatives including pipe replacement, pipe bursting, and lining options as necessary because of site conditions.
- e. Provide the City with the technical information for location of the easements, if any, required for construction of the project. Information to include width and general location of the easements, and distances from the property lines. Property line information shall be obtained from existing maps provided by the City to the ENGINEER.
- f. Prepare contract design drawings for I/I rehabilitation, sewer replacement and/or sewer lining. Drawings shall indicate permanent and temporary easements for construction based on information supplied by City. Drawings shall include but not be limited to: (1) title sheet/drawing index, (2) location maps, (3) schedule of manhole rehabilitation, (4) plan and profile of replacement segments, (5) plan of repair line segments, (6) special details, and (7) general details.

EXHIBIT A (Cont.)

- g. Using Engineer's basic specifications, prepare project specifications which shall include but not be limited to: (1) bidding documents, (2) contractual documents, (3) conditions of the contract, (4) standard project forms, and (5) technical specifications.
- h. Prepare Engineer's Opinion of Probable Construction Cost by major items.
- i. Submit two (2) copies of the draft plans and specifications to the City for review.
- j. Perform final changes to contract documents.
- k. Submit five (5) copies of the final project drawings and contract specifications to the City for review.
- l. Assist the City in obtaining permit approvals from regulatory authorities.

B. Additional Services

- 1. Conduct horizontal and vertical control survey necessary for design of the project.
- 2. Obtain typical soil boring data for replacement sewer locations, as required. Two (2) borings of 10 feet each are estimated.
- 3. After approval by the City, the ENGINEER will prepare, type, and issue legal description of easements. The City will secure easements as necessary. A total of 26 easement documents are estimated.
- 4. Assistance in obtaining permit from Highway Department, Health Department, and any other state permits, if necessary, for sewer construction.

EXHIBIT A (Cont.)

C. Optional Design Services

Optional design services include the development of plan and profile sheets for an additional 2,000 linear feet of sewer that may be identified during the course of the project. These services would not be initiated without the approval of the City.

D. Bidding Assistance

For the purpose of the cost proposal, it is anticipated that two (2) construction contracts will be bid. The first contract bid shall include manhole rehabilitation while the second contract bid shall include sewer line construction and repairs. The following bidding assistance services are included for the contracts.

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

Item II. Resident Engineering

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

EXHIBIT A (Cont.)

A. Resident Engineering

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

EXHIBIT A (Cont.)

10. Conduct an on-site review to determine if the projects are substantially complete and submit to the Contractor a list of observed items requiring completion or correction.
11. Conduct a final on-site review, in the company of the City and Contractor, to verify the projects are fully complete. Submit a recommendation for final acceptance of the projects to the City.
12. Provide the City with three (3) sets of black line prints of the record drawings.
13. Provide the City with a report that summarizes I/I sources that have been removed and listing of line segments and their attributes that have been added.
14. ENGINEER is not responsible for the means or sequences of the construction work or the implementation program for safety of the construction contractor and subcontractors and it will be stipulated as such in the contract documents.

EXHIBIT B

AUTHORIZATION PROGRESS AND COMPLETION

The City and ENGINEER agree that the project is planned to be completed according to the schedule below with anticipated Notice to Proceed in June 2002.

<u>Major Tasks</u>	<u>Completion Date</u>
Draft Manhole Rehabilitation Plans/Specifications	August 2002
Final Manhole Rehabilitation Plans/Specifications	September 2002
Draft Sewer Line Replacement/Repair Plans/Specifications	November 2002
Final Sewer Line Replacement/Repair Plans/Specifications	December 2002
Bidding and Award	
Manhole Rehabilitation	October 2002
Sewer Line Replacement/Repair	January 2003
Construction	
Manhole Rehabilitation	Spring 2003
Sewer Line Replacement/Repair	Summer 2003

The ENGINEER shall employ manpower and other resources and use professional skill and diligence to meet the schedule; however, he shall not be responsible for schedule delays resulting from conditions beyond his control. With mutual agreement, the City and the ENGINEER may modify the project schedule during the course of the project and if such modifications affect the ENGINEER's compensation, it shall be modified accordingly, subject to City Council approval.

For Special Services, the authorization by the City shall be in writing and shall include the definition of the services to be provided, the schedule for commencing and completing the services and the basis for compensation therefore, all as agreed upon by the City and ENGINEER in writing.

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 and the City Council in advance of the change in scope, cost or fees.

EXHIBIT C

SUMMARY OF COST

City of Fayetteville
Illinois River and White River Watersheds
(Basins I1, I2, I3, I4, I5, I11, I18, I19, and W27)
Sewer Improvements

Task Description	Unit Cost	Cost
Basic Engineering Design, Bidding and Resident Engineering Services		
I. Final Engineering Design		
A. Project Administration /Meetings	LS	\$ 20,836.00
B. Basic Design Services	LS	\$ 178,280.00
C. Bidding Assistance	LS	
1. Manhole Rehabilitation	LS	\$ 4,556.00
2. Sewer Line Rehabilitation	LS	\$ 9,112.00
II Resident Engineering		
A. Manhole Construction (800 hrs Resident Engineer assumed)	T&M	\$ 108,729.50
B. Sewer Line Construction / Repairs (860 hrs Resident Engineer assumed)	T&M	\$ 126,579.50
Total Basic Services		\$ 448,093.00
Special Services		
A. Survey	LS	\$ 61,969.95
B. Printing/Plotting/Computer Usage	LS	\$ 3,400.00
* C. Easements (\$315 per each, 26 assumed)	EA	\$ 8,190.00
D. Permits (\$330 per each, 20 assumed)	EA	\$ 6,600.00
Total Special Services		\$ 80,159.95
Optional Design Services		
A. Design of Additional Sewer Replacement (2,000 LF)	LS	\$ 20,400.00
Total Optional Services		\$ 20,400.00
Total Cost Not-to-Exceed		\$ 548,652.95

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 and the City Council in advance of the change in scope, cost or fees.

* Easement costs are based on preparation of six (6) permanent easements, ten (10) temporary construction easements, and ten (10) right-of-entry forms.

Table I

SUMMARY OF REPAIRS

Description	Quantity	Estimated Construction Cost (\$)
Sewer Rehabilitation/Replacement	14,741 LF	2,299,630
Sewer Manhole Rehabilitation	1,089 EA	1,032,910
Sewer Point Repairs	54 locations	<u>272,100</u>
Total		3,604,640

Table II

SUMMARY OF RECOMMENDED SEWER REHABILITATION

Line Segment		Length (lf)	Existing Diameter (in)	Replacement Diameter (in)	Estimated Construction Cost (\$)
Basin 01					
(01)0160	- (01)0159	295	6	8	41,300
(01)0161	- (01)0160	<u>290</u>	6	8	<u>40,600</u>
	Subtotal	585			81,900
Basin 02					
(02)0080	- (02)0078	301	12	12	48,160
(02)0146	- (02)0145	280	8	8	44,800
(02)0147	- (02)0146	208	6	8	33,280
(02)0149	- (02)0147	271	8	8	43,360
(02)0153	- (02)0146 ^{3/}	390	6	8	62,400
(02)0161	- (02)0160 ^{3/}	135	6	8	21,600
(02)0178	- (02)0172	342	6	8	54,720
(02)0179	- (02)0178	196	6	8	31,360
(02)0190	- (02)0189	292	6	8	46,720
(02)0213	- (02)0211	<u>300</u>	6	8	<u>48,000</u>
	Subtotal	2,715			434,400
Basin 03					
(03)0087	- (03)0077	135	6	8	21,600
(03)0098	- (03)0097	188	6	8	30,080
(03)0115A	- (03)0115	100	6	8	16,000
(03)0116	- (03)0115	318	6	8	50,880
(03)0123	- (03)0115A	60	6	8	9,600
(03)0124	- (03)0123	12	6	8	1,920
(03)0127	- (03)0124	130	6	8	20,800
(03)0128	- (03)0127	245	6	8	39,200

1/ Unable to dye flood defect due to lack of water source.

2/ From City TV tapes.

3/ Based on 1991 Study.

4/ Adjacent segment.

5/ Evaluate relocation during final design.

Table II (Cont.)

SUMMARY OF RECOMMENDED SEWER REHABILITATION

Line Segment	Length (lf)	Existing Diameter (in)	Replacement Diameter (in)	Estimated Construction Cost (\$)
Basin 03 (Cont.)				
(03)0140 - (03)0139	253	6	8	35,420
(03)0169 - (03)0072	95	10	10	15,200
(03)0170 - (03)0140	<u>35</u>	6	8	<u>3,150</u>
Subtotal	1,571			243,850
Basin 04				
(04)0004 - (04)0003	320	8	8	51,200
(04)0009 - (04)0008 ^{2/}	238	8	8	33,320
(04)0014 - (04)0013	307	8	8	42,980
(04)0017 - (04)0016 ^{2/}	186	6	6	26,040
(04)0018 - (04)0017 ^{2/}	254	6	6	35,560
(04)0019 - (04)0018	202	6	6	28,280
(04)0020 - (04)0019	54	6	8	7,560
(04)0021 - (04)0020	146	6	6	20,440
(04)0022 - (04)0021	90	6	8	12,600
(04)0024 - (04)0023	199	6	6	27,860
(04)0025 - (04)0024	62	6	8	9,920
(04)0029 - (04)0028	268	6	8	42,880
(04)0035A - (04)0035	22	6	8	3,520
(04)0052 - (04)0051	115	10	10	18,400
(04)0053 - (04)0052	55	10	10	8,800
(04)0082 - (04)0081	314	6	8	50,240
(04)0101 ^{2/} - (04)0100	154	6	8	24,640
(04)0102 ^{2/} - (04)0101	192	6	8	30,720
(04)0103 - (04)0102	18	6	8	2,880
(04)0104 - (04)0103	182	8	8	29,120
(04)0105 - (04)0104	<u>139</u>	6	8	<u>22,240</u>
Subtotal	3,517			529,200

Table II (Cont.)

SUMMARY OF RECOMMENDED SEWER REHABILITATION

Line Segment		Length (lf)	Existing Diameter (in)	Replacement Diameter (in)	Estimated Construction Cost (\$)
Basin 05					
(05)0107	- (05)0092 ^{4/}	55	6	8	8,800
(05)0118	- (05)0117	332	8	8	53,120
(05)0130	- (05)0129	345	6	8	55,200
(05)0146	- (05)0145	298	6	8	47,680
(05)0173	- (05)0174	306	6	8	48,960
(05)0183	- (05)0107	<u>314</u>	8	8	<u>50,240</u>
	Subtotal	1,650			264,000
Basin 11					
(11)0001	- (11)0173	65	10	12	10,400
(11)0002	- (11)0001	140	10	12	22,400
(11)0018A	- (11)0018	222	10	10	35,520
(11)0028	- (11)0027	310	10	10	43,400
(11)0048	- (11)0047	60	6	8	9,600
(11)0050	- (11)0049	220	6	8	35,200
(11)0054	- (11)0053	275	6	8	44,000
(11)0063	- (11)0062	297	8	8	47,520
(11)0070	- (11)0069	271	6	8	43,360
(11)0077	- (11)0076	355	8	8	56,800
(11)0090	- (11)0089	55	6	8	8,800
(11)0102	- (11)0101	300	6	8	48,000
(11)0120	- (11)0119	511	6	8	81,760
(11)0143	- (11)0142	291	6	8	46,560
(11)0156	- (11)0100	57	6	8	9,120
(11)0174	- (11)0010	<u>286</u>	6	8	<u>45,760</u>
	Subtotal	3,715			588,200
Basin 12					
(12)0158	- (12)0157	210	8	8	33,600
(12)0163	- (12)0153	<u>483</u>	8	8	<u>77,280</u>
	Subtotal	693			110,880

Table II (Cont.)

SUMMARY OF RECOMMENDED SEWER REHABILITATION

Line Segment	Length (lf)	Existing Diameter (in)	Replacement Diameter (in)	Estimated Construction Cost (\$)
<u>Mini System 27</u>				
(W27)0332A - (W27)0332	<u>295</u>	8	8	<u>47,200</u>
Subtotal	<u>295</u>			<u>47,200</u>
Total	14,741			2,299,630

1/ Unable to dye flood defect due to lack of water source.

2/ From City TV tapes.

3/ Based on 1991 Study.

4/ Adjacent segment.

5/ Evaluate relocation during final design.

May 5, 1998

meeting.

Alderman Schaper moved to take this off the table. Alderman Miller seconded. Upon roll call, the motion carried on a vote of 8 to 0.

City Attorney Rose read the ordinance for the third time.

Alett Little, Planning Director, stated the Planning Commission discussed this at two meetings. At the April 27 meeting, they took a vote which failed 5 to 1.

Alderman Young stated if they are making the findings, it should not be difficult to have a separate vote.

Rose did not know if a separate vote would make the City more secure or not, from a legal point of view. He could not think of any court cases relating to Planning Commission findings of facts or conclusions of law.

Alderman Schaper felt the language would unduly restrict the Planning Commission.

Alderman Trumbo would have given it more consideration if the vote had been stronger than 5 to 1 in the Planning Commission.

There were no comments from the public.

Mayor Hanna called for the vote.

Upon roll call, the ordinance failed on a vote of 3 to 5, with Aldermen Young, Zurcher, and Miller voting in favor of it.

REZONING APPEAL/RZ98-7.00/MARQUESS/DYKEMA

Mayor Hanna introduced an appeal of rezoning request RZ98-7.00 submitted by Michele Harrington on behalf of Mark Marquess and Dan Dykema for property located at the southwest corner of 46th Street and Persimmon and containing approximately 60 acres. The request is to rezone the property from A-1, Agricultural, to R-1, Low Density Residential. The ordinance was left on first reading at the April 21, 1998, meeting.

Alderman Miller moved to suspend the rules and go to the second reading. Alderman Schaper seconded. Upon roll call, the motion

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carried on a vote of 8 to 0.

City Attorney Rose read the ordinance for the second time.

Mike Pehosh, 46th Street resident, asked that this property be zoned for half-acre lots or at least have a bill of assurance that the property would have at least one-third acre lots. This subdivision will devalue his property. He estimated 500 cars will be added to the traffic on 46th Street, which is somewhat dangerous now. Fifteen acres will be in the Farmington School District, but historically the likelihood is those people will go to Fayetteville schools. Traffic will be locked up to Persimmon Street. Property along Highway 16 has developed rapidly with small homes and small lots. Some of it is already deteriorating. The long-term quality is questionable. If this type of development is allowed to continue, residents who really care about the west side of town and have maintained their property will be forced to move.

Gary Adams, N. 46th Avenue, stated he'd bought his house ten years ago because of the neighborhood, nice houses on nice sized lots. Over the past five years, he has been surrounded by "affordable" housing. He asked for RL or RE zoning, not R-1.

Michele Harrington, attorney representing the developers, passed out copies of a recent newspaper article showing the need for this type of housing. R-1 is able to be developed into nice homes and subdivisions. This development will have houses in the \$70,000 to \$110,000 range. This category should not be neglected.

Mark Marquess, developer, stated there has always been conflict in Fayetteville on where to put a subdivision of homes not valued at \$150,000. Most planning commissions and councils nationwide consider R-1 good zoning. He stated he is not talking about putting in slum housing, apartments, duplexes, PUDs, or an R-1.5 subdivision. R-1 is a fair zoning. He asked where the working public would live if not provided with affordable housing. He stated we are a block grant community. We are given a grant every year to provide infrastructure or to empower the City to promote affordable housing. He did not think pride in homes is limited to expensive homes.

O. E. Luttrell, 4480 Luttrell Lane, stated the issue is that a neighborhood of larger homes exists here. It is only fair that the rezoning not be taken to the extreme of this type of R-1.

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There should be consideration for the value of property around there.

Wayne Flora, 5890 Michael Cole Drive, lives on three, three-acre lots. A son who wants to build on one of the lots was told by the City that the sewer system at that end of town is overloaded. He stated the sewer and road infrastructure needs to be upgraded before there is more development.

Bill Jowers, 452 N. 46th, stated water drainage will be a problem. There is a natural gas line on the far east end of this property. They have a 20' easement on the west side and a 40' easement on the east side, which needs to be considered. There is an electric transmission line where an entrance is planned. He commended the Council on the number of building permits issued being down.

Millard Goff, N. 46th Avenue, stated there are a few good houses on the west side of town. There are no new good houses on the west side of town. There are no lots available for good houses to be built on the west side of town. The reason is because affordable housing began to be built a few years ago. He asked what is wrong with having a few good lots on the west side. The people who were originally there did not change the housing environment on the west side. The City did.

Steve Estes, Engineering Design Associates, stated three accesses are proposed. Regarding drainage, they are required by ordinance to take into account fully developed upstream conditions. Two hundred and six lots are proposed, which will probably go down because the Parks Department does not want the property set aside, so they will have to take out some other lots or give money. The gas line will be addressed during the preliminary plat phase.

Tom Sager represented the owners of the property. He stated everything is motivated by supply and demand. If there was a demand for RE or RL, it would be asked for. He stated this developer puts up quality homes that are in demand. They are entitled to make money on the risk they take.

Mark Marquess, developer, stated he did not think this was going to pass and asked that it be withdrawn so as not to put anyone on the hot seat. He did not want to see the landowner be distressed in selling it. If the rezoning is voted down, the owner would not be able to come back for one year.

May 5, 1998

City Attorney Rose did not know if withdrawing this would allow the owner to come back within a year.

Alett Little, Planning Director, stated the Planning Commission does allow the applicant to withdraw if there has been adequate public representation. This was a Planning Commission denial, so the year is in effect. They could come back with a different designation.

Mr. Sager, representing the land owners, asked that it be voted on as R-1.

Ms. Harrington stated Mr. Marquess agreed to go ahead with the vote, if there is going to be a penalty anyway.

Alderman Williams suggested leaving it on second reading unless it was certain the penalty still applies.

Ms. Harrington thought they would rather not belabor the issue. The landowners want to know if it is voted down.

Little read from Section 160.156 of the Code of Fayetteville, "No application for zoning amendment will be considered by the Planning Commission within 12 months from the date of final disapproval of a proposed amendment, unless there is evidence submitted to the Planning Commission which justifies reconsideration." She stated from the date of final disapproval would be the Planning Commission's vote, if there is no vote taken by the Council. If there is a vote taken by the Council, that is the date of final disapproval.

Alderman Daniel asked about the sewer plant's DPC&E application.

Kevin Crosson, Public Works Director, stated an agreement was reached that the application would not be considered until the stream studies were done and the facility plan was done. He stated he is not aware of a situation that would not allow a hook up here.

Mr. Sager stated he approved of Ms. Harrington's and Mark Marquess's request.

Alderman Schaper moved to suspend the rules and go to the third and final reading. Alderman Daniel seconded. Upon roll call, the motion carried on a vote of 5-1-2, with Alderman Miller voting no and Aldermen Young and Pettus abstaining.

May 5, 1998

City Attorney Rose read the ordinance for the third time.

Alderman Schaper stated Fayetteville has a very large percentage of rental housing. It is important to be consistent when considering this kind of subdivision and the subdivisions on the east side of town. One of the major issues of a recent large rezoning on the east side was access. We were very insistent in that case on having access to Highway 45 and to Township. This proposed subdivision basically has one access; it all comes out to 46th Street. This area is already overloaded. It is premature to rezone this and allow this kind of density.

Alderman Zurcher agreed the city is not ready for more traffic out there at this time.

Alderman Trumbo stated he would be in favor of it as R-1 with a bill or assurance that they wanted to offer one-third acre lots.

Alderman Williams stated the Council protected county residents on the east side of town when a subdivision was proposed near their large lots. The same thing applies here. He is not sure more R-1 is needed in the west side of town.

Mayor Hanna called for the vote.

Upon roll call, the ordinance failed on a vote of 0-6-2, with Aldermen Young and Pettus abstaining.

STREET NAME CHANGE/CATO SPRINGS/RAZORBACK

Mayor Hanna introduced an ordinance changing the name of a section of Cato Springs Road between U.S. Highway 71 and the junction of Razorback Road, a distance of approximately .39 miles, to Razorback Road. This ordinance was left on first reading at the April 21, 1998, meeting.

Alderman Schaper moved to suspend the rules and go to the second reading. Alderman Daniel seconded. Upon roll call, the motion carried on a vote of 8 to 0.

City Attorney Rose read the ordinance for the second time.

Charles Venable, Assistant to the Public Works Director, stated that according to the 911 coordinator this is no problem. He stated he had been reminded that the sale was contingent on having a Razorback Road address. He will send a copy of this to

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of July 2, 2002.

FROM:

Tim Conklin

Planning

Urban Development

Name

Division

Department

ACTION REQUESTED: To approve an ordinance for RZN 02-15.00 as submitted by Dave Jorgensen on behalf of Larry Garriott for property located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential.

COST TO CITY:

\$0

Cost of this request

Category/Project Budget

Category/Project Name

Account Number

Funds used to date

Program Name

Project Number

Remaining balance

Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

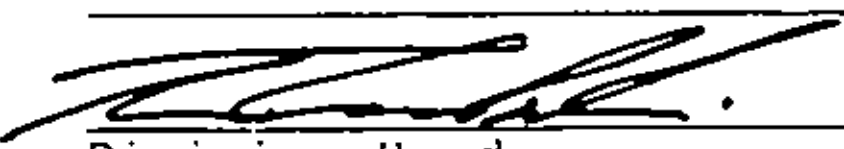
Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Staff recommended approval and on June 10, 2002 the Planning Commission voted 6-2-0 to recommend the rezoning be approved by the City Council.


 Division Head

 6-14-02
 Date
Cross Reference

Department Director

Date

New Item: Yes No

Administrative Services Director

Date

Prev Ord/Res#: _____

Mayor

Date

Orig Contract Date: _____

BASSAM ZIADA
723 N 46th AVE
FAY. AR 72704,



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END
HERE

— Don & Doris Lewis
13752 Reas Mill Rd.
Farmington Ar. 72730

— Clifford & Ida Calico
5180 Persimmons
Fayetteville Ar. 72701

— Marcella Thompson
650 N. 54th Ave.
Fayetteville Ar. 72701

— Marcella Thompson
650 N. 54th Ave.
Fayetteville Ar. 72701

— Floyd H. Cox Jr.
5102 Wedington Dr.
Fayetteville Ar. 72703



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END
HERE

— William & Janie Sherwood
4847 Wedington
Fayetteville Ar. 72703

— William & Janie Sherwood
4847 Wedington
Fayetteville Ar. 72703

— Abeer LLC
2983 Whipporwill Ln.
Fayetteville Ar. 72701

— Abeer LLC
2983 Whipporwill Ln.
Fayetteville Ar. 72701

— Paul Jr. & Suellen Marinoni
4995 Wedington Dr.
Fayetteville Ar. 72703

— William & Julia Hayes
4904 W. Persimmon
Fayetteville Ar. 72704

— Clayton & Angelea Holcomb
4994 Persimmon
Fayetteville Ar. 72701



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ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 02-15.00 FOR A PARCEL
CONTAINING APPROXIMATELY 57.82 ACRES LOCATED NORTH OF
PERSIMMON STREET AND WEST OF 46TH STREET, FAYETTEVILLE,
ARKANSAS, AS SUBMITTED BY DAVE JORGENSEN OF JORGENSEN &
ASSOCIATES ON BEHALF OF THE PROPERTY OWNERS.

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

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

From A-1, Agricultural to R-1, Low Density Residential as shown 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 subject to a Bill of Assurance as offered by the applicant.

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

DRAFT

By: _____
Heather Woodruff, City Clerk

EXHIBIT "A"

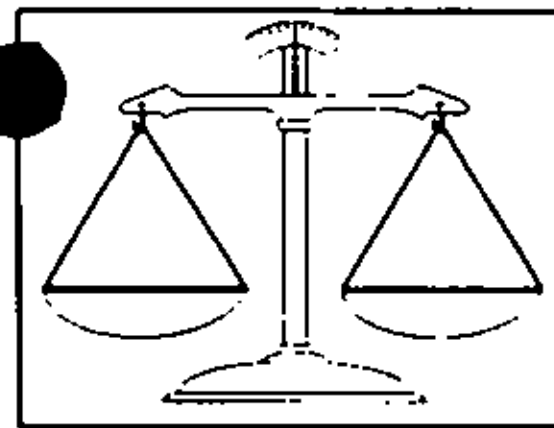
PART OF THE SE ¼ OF THE SE ¼ OF SECTION 11 AND PART OF THE SW ¼ OF THE SW ¼ OF SECTION 12, ALL IN T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID SW 1/4 , SW ¼ THENCE N02°27'45"E 35.00 FEET TO THE P.O.B., THENCE N02°27'45"E 622.88 FEET, THENCE N87°29'18"W 1322.92 FEET, THENCE N02°12'00"E 660.10 FEET, THENCE S87°31'55"E 1324.03 FEET, THENCE S87°10'44"E 1278.69 FEET, THENCE S02°16'32"W 1286.49 FEET, THENCE N87°04'03"W 1280.99 FEET TO THE P.O.B.; CONTAINING 57.82 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: Planning Commissioners
City Council

FROM: Kit Williams, City Attorney

A handwritten signature in black ink, appearing to read 'Kit Williams', with a long horizontal line extending to the right.

DATE: June 18, 2002

RE: Zoning Considerations

When a rezoning request is presented to the Planning Commission or City Council, our City Planning Department presents several Findings which cover issues specifically included within our long-range planning document, the City's 20/20 Plan. This document was the result of many public hearings and much input from citizens, staff, commissioners and council members. However, "A land use plan is meant to be just that - a plan. It is not legally binding on the city." Taylor v. City of Little Rock, 583 S.W. 2d 72, 73 (1979).

State Statutes authorize cities to prepare zoning and development plans and list nine purposes or goals that these plans may promote:

- " 1. Efficiency and economy in the process of development;
2. The appropriate and best use of land;
3. Convenience of traffic and circulation of people and goods;
4. Safety from fire and other dangers;

5. Adequate light and air in the use and occupancy of buildings;
 6. Healthful and convenient distribution of population;
 7. Good civic design and arrangement;
 8. Adequate public utilities and facilities; and
 9. Wise and efficient expenditure of funds."
- A.C.A. §14-56-403 (b).

Finally, the appellate courts of Arkansas have recognized and approved many different factors that a Planning Commission or City Council can consider when a proposed rezoning is contested.

1. **Public Opposition**

"Opposition by a large majority of the citizens in the neighborhood"
Thomas Petroleum v. West Helena (1992).

"The Opinion of local residents, when it reflects logical and reasonable concerns "

City of Lowell v. M & N Mobile Home Park (1996).

"Some of the residents (of the area) objected "

Tanner v. City of Green Forest (1990).

2. **Traffic**

"Increased traffic on limited roads"

City of Lowell v. M & N Mobile Home Park (1996).

"Increased risk of traffic accidents"

Thomas Petroleum v. West Helena (1992).

3. **Noise**

City of Lowell v. M & N Mobile Home Park (1996).

4. **Decreased value of adjoining land**

City of Lowell v. M & N Mobile Home Park (1996).

5. **Potential for criminal activity**

Thomas Petroleum v. West Helena (1992).

6. **Increased litter**

Thomas Petroleum v. West Helena (1992).

7. **Strain on Sewage service**

Tanner v. City of Green Forest (1990).

8. **Spot zoning**

"The need to maintain consistent zoning area, and not to set a precedent of spot zoning (T)he property was entirely surrounded by a residential area, and that the residents objected " Thomas Petroleum v. West Helena, 310 Ark. 682, 839 S.W. 2d 523, 525 (1992).

"Spot zoning has been defined by several authorities. It has been said that:

' Spot zoning, by definition, is invalid because it amounts to an arbitrary, capricious and unreasonable treatment of a limited area within a particular district. As such, it departs from the comprehensive treatment or privileges not in harmony with the other use classifications in the area and without any apparent circumstances which call for different treatment. Spot zoning almost invariably involves a single parcel or at least a limited area.' R. Wright and S. Webber, *Land Use* (1978)." Riddell v. City of Brinkley, 612 S.W. 2d 116, 117 (1981).

"(S)pot zoning includes zoning one lot in a manner entirely different from the surrounding area " Smith v. City of Little Rock, 279 Ark. 4, 648 S.W. 2d 454, 457 (1983).

However, the most recent case I could find referring to "spot zoning" {Camden Community Development Corp. v. Sutton, 339 Ark. 368, 5 S.W. 3rd 439, 443 (1999)} cast doubt on Professor Wright's quoted statement that "Spot zoning, by definition, is invalid "

Finally, a proponent of a rezoning will often argue that he or she is entitled to a rezoning in order to put the property to its "**highest and best use**" from a monetary viewpoint. The benefit to the owner of a proposed rezoning may certainly be considered, "(h)owever, we have held that **rezoning is not justified solely on the ground that it is necessary to put a particular tract to its most remunerative use.**" Tanner v. City of Green Forest, 302 Ark. 170, 788 S.W. 2d 727, 729 (1990). (emphasis added).

CONCLUSION/SUMMARY

Factors that may be considered in rezoning issues:

1. 20/20 Plan objectives
2. Public opposition that is logical and reasonable
3. Traffic
4. Safety and Fire protection
5. Good civic design and efficiency
6. Adequacy of public facilities (sewage, water)
7. Noise
8. Litter
9. Decrease in value of adjoining land
10. Appropriate and best use of land
11. Compatibility with adjacent zones (spot zoning)

**TENTATIVE AGENDA
CITY COUNCIL
JULY 2, 2002**

A meeting of the Fayetteville City Council will be held on July 2, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

NOMINATING COMMITTEE REPORT

A. CONSENT

1. **APPROVAL OF THE MINUTES**
2. **GARVER ENGINEERS:** A resolution awarding an engineering contract to Garver Engineers in the not-to-exceed amount of \$275,000 to provide engineering services for the accelerated waterline replacement project.
3. **USINFRASTRUCTURE:** A resolution awarding the engineering contract to the firm of USInfrastructure for engineering studies and recommendations for (1) the upper Hamestring Creek Basin and (2) the Shenandoah Trailer Park area. The contract price is not-to-exceed \$93,424; and approval of an engineering contract contingency in the amount of \$10,000.
4. **AATC LEASE:** A resolution approving a lease with Northwest Arkansas Aviation Technologies Center for an executive hangar located at 4248 South School.

B. OLD BUSINESS

1. **RAZE AND REMOVAL:** A resolution approving a raze and removal of house at 1200 S. Roberts as per Ordinance 3948. The item was tabled at the May 7, 2002 meeting. Item was tabled at the June 18, 2002 Council Meeting.
2. **VA 02-1.00:** An ordinance approving vacation request VA 02-1.00 as submitted by Ken and Kathie Marvin for property located in Rochier Heights Subdivision. The request is to vacate the alley between Lots 8, 9, 10 and 11 of Block 5.
3. **OFFER AND ACCEPTANCE:** A resolution approving the offer and acceptance contract between the City and Darrell and Ethel Meredith for the purchase of 0.4 acres, including 3,400 square foot building at the corner of Nonamaker Street and School Avenue for a sum of \$120,000 plus closing costs, and an additional \$9,000 to cover environmental soil testing and building modifications for use as city storage.

C. NEW BUSINESS

1. **RZN 02-15.00:** An ordinance approving rezoning request RZN 02-15.00 as submitted by Dave Jorgensen of behalf of Larry Garriott for property located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential; and to accept the attached Bill of Assurance.
2. **VA 02-4.00:** An ordinance approving vacation request VA 02-4.00 as submitted by Henry Renegar for property located at 925 Rockwood Trail. The request is to vacate a 10' wide utility easement.
3. **RJN GROUP:** A resolution approving an engineering contract with RJN Group for sanitary sewer rehabilitation design for Illinois River Basins 1-5, 18 and 19 and White River minisystem 27 (Industrial Park), in the amount of \$548,653, and approval of a 5% contingency of \$27,433.
4. **OUTDOOR MUSIC ESTABLISHMENT:** An ordinance adding a definition of "Outdoor Music Establishment" to Chapter 151 Definitions of the Unified Development Ordinance and adding Section 163.29 to the Unified Development Ordinance to make an Outdoor Music Establishment a Conditional Use in specified zoning districts.

D. INFORMATIONAL ITEMS

1. **HAY PLAN:** Presentation of the Hay Plan.
2. **COUNCIL TOUR**

**MINUTES OF A MEETING
OF THE
CITY COUNCIL
JUNE 4, 2002**

A meeting of the Fayetteville City Council was held on June 4, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Mayor Coody, Aldermen Davis, Santos, Jordan, Reynolds, Thiel, Young and Marr, Interim City Attorney Kit Williams, City Clerk Heather Woodruff, Staff, Press and Audience.

CONSENT

APPROVAL OF THE MINUTES

BRISTOL PARK: A resolution approving a waiver of Ordinance 3793 to accept money in lieu as the park land requirement of the Bristol Park Large Scale Development.

RESOLUTION 84-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

ROBINSON AVIATION: A resolution approving a contract with the FAA and with Robinson Aviation for Fayetteville Municipal Airport tower services.

RESOLUTION 85-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

APAC: A resolution approving Change Order No. 2 to APAC-Arkansas Inc., McClinton Anchor Division.

RESOLUTION 86-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Davis requested an amendment to the minutes be made on page 8, on the motion, Davis both first and seconded the motion.

Ms. Woodruff stated she would check the roll tally and correct the error.

Alderman Jordan moved to approve the consent agenda. Alderman Reynolds seconded. Upon roll call the motion carried unanimously.

OLD BUSINESS

SALES AND USE TAX: An ordinance providing for the levy of a one percent sales and use tax and providing for an expiration date for such replacement Sales and Use Tax of June 30, 2013. The ordinance was left on the second reading at the May 21, 2002 meeting.

Mayor Coody stated in 1993 the City had approved the one-cent sales tax that they had been operating under for the last nine years. It was due to expire in 2003. This tax was used to fund a variety of city services. They have experienced a phenomenal amount of growth over the last nine years. They needed to continue to fund this one-cent sales tax. If they did not, there would be serious cut backs in fire and police personnel as well as other city services.

Mr. Steve Davis, Budget Manager, presented a series of graphs and charts. Service Cost Impact Change between the consumer price index increase of approximately 25% and a population growth of 31%. The city overall could have expected an impact to its budget in total of approximately 56%, just to account for CIP index and population service request. Our total city sales tax and property taxes have increased over the same time period of 154%. All other General Fund Revenues have increased approximately 31%. Their total revenue stream for General Fund is about 43% increase. Parks and Recreation costs have increased approximately 54%. This did not include any HMR Tax or Revenues for parks. Library Funding increased 156%. Public Safety increased a total 120%. The 2002 budget the next expenditures are \$19,172,000 in General Fund. A little over half of their total expenditures in General Fund are for police and fire services. They had net revenues of \$16,146,000. Their use of Reserves was at \$3,000,000. The current sales tax was distributed 25% for operations and 75% for capital improvements. The operations 25% of the penny generates about three million dollars. The reserves that they were using almost equal 25% of their city sales tax. If they were to move to 50/50 on the city sales tax they were stopping their use of reserves. Comparing 1993 expenditures by major area to the 2002 amended budget net expenditures, police comprised 24% in 1993 and in 2002 they comprised 28%. Fire department in 1993 comprised 20% and 23% in 2002. All other departments in 1993 was 44%. In 2002 it shrank to 29%. Salary contingency was shown at 7%, at this point it has not been distributed. They had projected the growth and expenditures by department. This further illustrated that the city had been investing considerable sums of money into fire and police services and holding the line on all other departments. The police and fire staffing has increased since 1992 as well as all other departments. There is a direct correlation between the population growth and operation costs and capital expenditures. As they look at capital expenditures from 1993 to 2000 they see an upward trend which correlates to the upward trend that begins in 1997 and goes through 2003 and continues on into 2008. As they look at 2008 for the capital expenditures, they would still be spending between five and ten million dollars on an annual basis.

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

Mr. Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4397 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SPECIAL ELECTION: An ordinance calling for a special election on the question of levying a one percent Sales and Use Tax within the City of Fayetteville, to replace the one percent Sales and Use Tax expiring on June 30, 2003 and providing for an expiration date for such tax of June 30, 2013. The ordinance was left on the second reading at the May 21, 2002 meeting.

Alderman Thiel asked Mr. Williams if he was still firm in his stance about not adding "reauthorization" into the ordinance.

Mr. Williams stated he had looked at the statutes and all of them relating to the tax talked about a levying ordinance. It was clear that "levy" was correct. When they were talking about a tax that would bring in nearly twelve million dollars per year, they needed to stick pretty close to the state statute. He thought that for the ballot title itself and ballot ordinance that they would be better to use levy. He did not believe it was misleading to the voters.

Mr. Jeff Erf, an area resident, asked since they were having a special election, if they would consider adding to the ballot a binding or nonbinding referendum concerning the impact fee question. It would give an indication of the citizens their feeling on the issue.

Mr. Williams stated there were several legal problems with that. Time-wise they needed to be able to pass this tonight and notify the Election Commission of the election. In order to refer a question to the voters they had to have the ordinance passed. They could not do an advisory vote. It would have to be an actual ordinance and it would have to be referred to the voters.

Mr. Erf stated the tax did not end for another year. He did not understand the hurry.

Mayor Coody stated they started their budgeting process soon and they needed to know if the public was going to approve this sales tax. They had to know early in the budget process.

Alderman Santos stated if the Council had not passed impact fee before the November election, he would like to see it on the ballot then.

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

Mr. Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4398 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RESOLUTION OF INTENT FOR SALES TAX: A resolution to identify the City's intent to use tax collections if the current 1% city sales tax is extended for a second ten year term by the voters.

Mayor Coody stated right now the money is divided 75% toward capital and 25% toward maintenance and operations. It has served them well except for the last couple of years. The economy has changed in such a way that that proportion did not work any more. They were having to dip into savings to make up the difference.

Alderman Davis stated he preferred Option A because it had a statement that it would not drop below 30% for the CIP. He thought that was very important for the public to be aware of. People were concerned that they were not going to have anything for the CIP. People wanted to see CIP improvements.

Alderman Marr stated at what point, if they went to the 50/50 split, at what year are they actually able to operate without going into the reserves for one dollar.

Mr. Davis stated if their spending is limited to the growth of their sales tax revenues, then 2004 they had chance of being able to fund their general fund budget without using reserves. They would not begin collecting the 50% of the tax until July 1, 2003. If they could stabilize their expenditure trends and match them up to the revenue trends, then they could manage to minimize the use of reserves. In response to question, he stated they had spent 3 million dollars from reserves this year.

Alderman Thiel stated this Council had approved a budget with increased wages based on the Hay Plan and all the their other costs, knowing that they were going into their reserves. She thought they were looking at the 50/50 split at that time.

Alderman Marr stated they should look at this prior to 2007, which was outlined under Section 3. He thought 2005 or 2006 would be more appropriate.

Alderman Davis stated he had no problem changing the date to 2005 or 2006, but they needed to have the ceiling of 30%. People needed to see that there would be CIP funds.

Alderman Marr moved to amend from 2007 to 2006. Alderman Davis seconded. Upon roll call the motion carried unanimously.

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

RESOLUTION 87-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SOLID WASTE CART PROGRAM: A resolution authorizing the purchase of carts from Toter Inc. for the automated residential waste collection program. Final cost will be determined by the individual customer choices.

In response to questions, Mr. Dumas stated if people left their carts out more than one day, it would be a code violation. While it was a concern the community did use garbage cans three or four years ago and he did not think that there had been a problem then. If there was a problem then they would use the ordinances that they have to remedy the problem.

Alderman Davis stated he hoped there was a plan in place in the event that they had a problem.

In response to question, Mr. Dumas stated within the cart bid there is a provision for the cart manufacturer to deliver them to each address and to mark with non permanent marking material where the cart should be placed.

Alderman Marr stated the cost of the containers varied from \$27 to \$39. He thought that they should consider doing away with the deposit and the cost of the bin be amortized into the cost of the program so that in essence it works like a replacement fund.

Mr. Dumas stated a rate study had been done, in the analysis they were incorporated

Alderman Marr stated the original plan was to focus on the reduction of trash and the increase of recycling. The highest cost of the 96 gallon bin and the second highest cost is the 20 gallon bin. Had there been any consideration to going to three sizes until they had demonstrated another movement in the reduction of trash. So they did not carry a fourth cart inventory and they were able to eliminate a higher value cart.

Alderman Jordan stated most of the concerns that he had heard was the excess of pink bags. He suggested having three or four holidays throughout the year where they could use those bags up.

Alderman Thiel suggested removing the 20 gallon and reducing the 32 gallon. The 20 gallon was not a smaller container, all it was was an insert. She thought it made sense to reduce the inventory down to three sizes, but make the difference between the 32 and 64 line up more.

Mr. Dumas stated there would be a more detailed discussion of rates. They needed to have the rates set before they took the containers to the community. They had to pass an ordinance on the rate structure.

Alderman Reynolds expressed concern about not having a deposit and identifying individual carts.

Mr. Dumas stated there would be a serial number on each cart. The city would be picking it up when they discontinued service.

Mr. Wayne Busher, an area resident, expressed concern regarding the problems of switching from the bag program to the container program.

Mr. Dumas stated the fleet is scheduled for replacement, if they were going to make any changes they needed to do it now or wait another decade. There was currently a shortage in the personnel for the solid waste program.

Ms. Andrea Fournet, an area resident, asked what they were to about cleaning up rental properties and cleanups. She asked if they could use bags. And what were they going to do with their current containers.

Mr. Dumas stated they could use bags.

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

RESOLUTION 88-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

ARKANSAS POWER STEERING & HYDRAULICS: A resolution awarding Bid 02-24, Item 1, to Arkansas Power Steering and Hydraulics for the purchase of seven, 2003 Mack LE613 with mounted Labrie Automated Solid Waste Bodies for a total purchase price of \$1,375,416.

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

RESOLUTION 89-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

HOLLYBROOKE ESTATES: A resolution to approve the offer and acceptance contract with Hollybrooke Estates Phase III for Lots 6 and 7 in the amount of \$36,000 plus closing costs.

REMOVED FROM THE AGENDA.

RIGHT OF WAY DEDICATION: An ordinance accepting the street right-of-way dedicated with Bridgeport Subdivision Phase VI, Copper Creek Subdivision, and Crystal Springs Subdivision, Phase II as approved by the City of Fayetteville Planning Commission.

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4399 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RZN 02-13.00: An ordinance approving rezoning request RZN 02-13.00 as submitted by Mel Milholland of Milholland Engineering on behalf of Marjorie Brooks, Nanchar, Inc., and Bristol Development Group, LLC for property known as Lot 1A of CMN Business Park II, Phase I. The property is zoned C-2, Thoroughfare Commercial, and contains approximately 32.62 acres. The request is to rezone to RMF-12, Moderate Density Multi-family residential.

Mr. Williams read the ordinance.

Mr. Milholland stated the Planning Commission had recommended approval. He respectfully requested the rezoning.

Mr. Earnest stated this was an excellent example of moving commercial property to multi-family and mixed us in an area of town that needed it. It was an excellent location for this type of development.

Mr. Milholland stated the rezoning would allow twelve units per acre which was equivalent to 391. The development showed 272. It was not maxed out. They were proposing gated entry and walking trails, pool, etc.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4400 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

VA 02-3.00: An ordinance approving vacation request VA 02-3.00 as submitted by the Fayetteville School District for property located on Eagle Street west of Garland Ave. The request is to vacate a 50' wide portion of the unimproved Eagle Street right-of-way.

Mr. Williams read the ordinance.

Mr. Earnest stated this was part of the Leverett Elementary School large scale development. There was no public need for this right of way. The school district needed this in order the make their improvements.

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

Mr. Williams read the ordinance.

Alderman Davis moved to suspend the rule and move to the third reading. Alderman Jordan seconded. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4401 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SALEM ROAD: A resolution awarding Bid 02-33 and approval of contract with Mobley Contractors in the amount of \$108,394.00 plus a project contingency of \$10,000.00 for a total cost of \$118,394.00, for large scale development requirements of Salem Road at the Gary Hampton Softball Complex, and approval of a budget adjustment.

Mr. Earnest stated this was to improve 675 feet of street to match existing street improvements. They would be doing a great deal of site improvements including drainage.

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

RESOLUTION 90-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CAT: A resolution to reinstate CAT funding for the remainder of 2002 at a rate of \$34,500, and approval of a budget adjustment.

Mr. Earnest stated they had planned to pursue aggressively some alternative funding to continue CAT operations for the remainder of this year. It was their recommendation that the funding for CAT be continued for six months. Their contract expired the end of this year.

Alderman Young stated they would have to get a proposal before the end of the year.

Mr. Earnest stated they would be looking at other options and other proposals.

Alderman Davis stated he would like to see them have their own fundraisers and to reduce the amount of funding from the city.

Ms. Andrea Fournet, stated she was on the CAT Board now, they were making some changes and were going to try and improve their fund raising efforts.

Melonie Beetsol, an area resident, stated CAT also provided educational opportunities for young kids. She urged them to pass the funding the program.

Mr. David LaRue, requested putting conditions on the funding regarding CAT and how it was ran within its own organization.

Mayor Coody did not believe they could make a policy change within the time period.

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

RESOLUTION 91-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

INFORMATIONAL

COX FRANCHISE: Discussion of Cox Cable Franchise.

Mr. Earnest stated he need direction on the extension of the franchise deadline for negotiations and the rate audit. They had contacted two CPAs, the consensus from both was that the companies if they went through the expense of a desk audit of Form 1235 the probability is that they would not achieve any significant savings.

Alderman Young stated he would like for them to get the information whether or not they proceed forward or not.

Mr. Jim Bemis, an area resident, made comments

Meeting adjourned at 9:45 p.m.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of July 2, 2002

FROM:

<u>Jim Beavers</u>	<u>Engineering</u>	<u>Public Works</u>
Name	Division	Department

ACTION REQUIRED:

Approval of a resolution awarding an engineering contract to Garver Engineers in the not-to-exceed amount of \$275,000.00 to provide engineering services for the accelerated waterline replacement project.

COST TO CITY:

<u>\$ 275,000.00</u>	<u>\$1,500,000.00</u>	<u>Waterline replacements</u>
Cost of this Request	Category/Project Budget 2002	Category/Project Name
<u>5400-5600-5803-00</u>	<u>\$0</u>	<u>Water improvements</u>
Account Number	Funds Used To Date 2002	Program Name
<u>02125-0010</u>	<u>\$1,500,000.00</u>	<u>Water/Sewer fund</u>
Project Number	Remaining Balance 2002	Fund

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

<u>Budget Manager</u>	<u>Administrative Services Director</u>
-----------------------	---

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager Date

Internal Auditor Date

City Attorney Date

ADA Coordinator Date

Purchasing Officer Date

Grant Coordinator Date

STAFF RECOMMENDATION: Approval

Alan Deaton 06-19-02
Division Head Date

Department Director Date

Administrative Services Director Date

Mayor Date

Cross Reference

New Item: Yes ___ No x

Prev Ord/Res #: 78-02
to provide the \$1,500,000 funding

Orig Contract Date: _____

Orig Contract No: _____

STAFF REVIEW FORM

page 2

Description Accelerated Water Line Replacements - City wideMeeting Date July 2, 2002

Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grant Coordinator

Reference Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.

Fayetteville, AR 72701

Engineering Division

To: Dan Coody, Mayor

Thru: Greg Boettcher, Public Works Director
Contract Review

From: Jim Beavers, City Engineer *Jim Beavers*

Date: June 18, 2002

Re: City Council Meeting July 2, 2002.

Water and Sanitary Sewer Committee meeting June 25, 2002.

Proposed engineering services contract with Garver Engineers, Inc for the accelerated water main replacement project.

Project background. Please refer to:

- a. The attached copy of the April 18, 2002 memorandum from Greg Boettcher, P.E., Public Works Director documenting the need for an accelerated water line replacement program and method to finance such program.
- b. The attached copy of Resolution 78-02 approved by the City Council on May 7, 2002 to fund \$1,500,000.00 in accelerated water line replacements.

Proposed engineering services contract.

Based upon State law and City policy, a formal engineering selection committee selected the firm of Garver Engineers to negotiate an engineering services contract for the water line replacement program.

The contract will permit individual task orders for water line segments as defined by the City, negotiated by City staff and authorized by the Mayor.

Staff recommends that the City Council approve the engineering services contract with Garver Engineers in the not-to-exceed amount of \$275,000.00.

enclosures:

1. Engineering contract
2. Memorandum dated April 18, 2002
3. Resolution 78-02 approved May 7, 2002

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and
Fayetteville City Council Members

FROM: Greg Boettcher, P.E.,
Public Works Director



DATE: April 18, 2002

SUBJECT: City Council Agenda Item – May 7, 2002
Budget Adjustment – Water and Sewer Division
Accelerated Water Main Replacement

BACKGROUND

Fayetteville's water system includes more than 525 miles of pipelines that serve more than 75,000 people. Average daily water purchase volume is 13 million gallons, of which approximately 20% is unaccounted for. Target water loss rates are 12-15%, therefore, corrective actions are justified and may be expected to produce reductions in water loss. In fiscal year 2001, the Water and Sewer Division recorded 628 leaks, these events consuming a significant amount of labor, equipment and material expenses. Performance goals for the in-house water main replacement program is 8,000 feet of water line; equating to annual replacement rate of 0.3% of the system. In other terms, this level of performance requires a water main to have an average service life of 347 years. This infrastructure replacement rate is inadequate to properly maintain this asset, as evidenced by the level of pipeline failures and high loss ratios.

The Water and Sewer Division maintains records of pipeline segments with high failure rates or other serious inadequacies, with more than 50 projects being currently identified under said process. The current in-house program is not staffed or equipped to keep pace with or make progress on this growing need. Such conditions are the basis for an accelerated water main replacement program to avoid continued degradation of this municipal asset and to reduce water loss volumes.

DISCUSSION

The decision to initiate this asset preservation program surfaced when supplemental Water and Sewer Enterprise Funds became available. The retained earnings of the Water and Sewer Division's operating fund have been used to cash flow the facility planning costs of the Wastewater System Improvement Project. A drawdown of bond issue proceeds, to reimburse this temporary borrowing, shall provide \$1.5 million of fund replenishment that is not budgeted for a specific purpose. It is proposed that this water and sewer fund reimbursement be budgeted for accelerated Water Main replacement activities.

The Water and Sewer committee discussed this budget adjustment at its April 11, 2002 meeting, finding the program to be acceptable and recommending presentation to the Fayetteville City Council for approval. It is proposed that the Water and Sewer Superintendent develop a list of water main segments that have the greatest cost-benefit ratio and are of such a construction nature as to be suited for construction by independent contractors (minimum service disruptions, uncongested construction routes, etc). A preliminary replacement plan for the targeted activities shall be developed by the Water and Sewer Division. Using this preliminary design, a consultant shall be selected to design, bid and provide award recommendations for the replacement project. The budget for these activities shall be set at \$1.5 million.

RECOMMENDATION

It is recommended that the Fayetteville City Council approve a budget adjustment in the amount of \$1.5 million for the implementation of an accelerated water main replacement program, funding to be secured from Water and Sewer Enterprise Fund's retained earnings. Also, the approval should stipulate that such a project be added to the Fiscal Year 2002 Capital Improvement Plan.

RESOLUTION NO. 78-02

MICROFILMED

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF ONE MILLION FIVE HUNDRED THOUSAND DOLLARS FROM A REIMBURSEMENT OF BOND PROCEEDS FROM THE WASTEWATER IMPROVEMENT PROJECT TO BE TRANSFERRED TO THE WATER AND SEWER FUND

WHEREAS, the City Council Water and Sewer recommends that a budget adjustment from reimbursed funds from the bond proceeds of the Wastewater Improvement Project be transferred to the Water and Sewer Fund to be used for water main replacement.

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

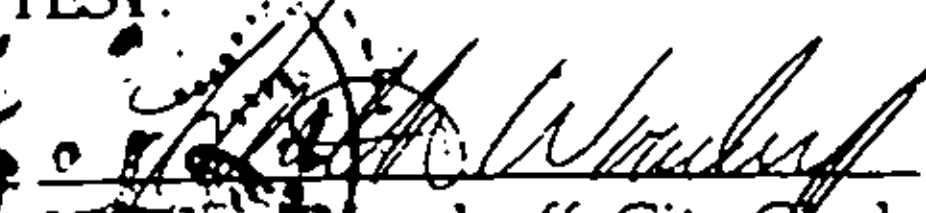
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the budget adjustment attached as Exhibit "A" in the amount of \$1,500,000.00 from a reimbursement of bond proceeds from the Wastewater System Improvement Project to the Water and Sewer Fund for water main replacement projects in the 2002 Capital Improvement Plan.

PASSED and APPROVED this the 7th day of May, 2002.

APPROVED:

By: 
DAN COODY, Mayor

ATTEST:

By: 

Heather Woodruff, City Clerk



Budget Year	Department	Public Works	Date Requested	Adjustment #
2002	Division:	Water & Sewer Maintenance	04/18/2002	
	Program:	Capital Water Mains		

Project or Item Requested: 1,500,000 is requested in Water & Sewer Fund to fund an accelerated water line replacement project.	Project or Item Deleted: Funding proposed for this adjustment is from a reimbursement of bond proceeds for the WSIP.
--	--

Justification of this Increase: The item is requested to address the high failure line segments.	Justification of this Decrease: Water & Sewer Fund has sufficient cash & investments to fund this request and comply with City policy.
--	--

Increase Expense (Decrease Revenue)						Project Number	
Account Name	Amount	Account Number					
Waterline Improvements	1,500,000	5400	5600	5808	00	02125	1

Decrease Expense (Increase Revenue)						Project Number	
Account Name	Amount	Account Number					
Use of Fund Balance	1,500,000	5400	0940	4999	99		

Approval Signatures		Budget Office Use Only	
Requested By	Date	Type:	A B C D E
<i>Steph Davis</i>	4-18-02	Date of Approval	_____
Budget Manager	Date	Posted to General Ledger	_____
Department Director	Date	Posted to Project Accounting	_____
Admin. Services Director	Date	Entered in Category Log	_____
<i>Dan Cordy</i>	5/14/02		
Director	Date		

**STANDARD AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS
Project No. 02125**

This is an agreement made as of _____, 20____, between the City of Fayetteville, hereinafter called "Owner" and/or "City" and Garver Engineers, hereinafter called the "Engineer".

The Owner intends to make improvements to water lines and appurtenances at various locations in Fayetteville, Arkansas. The Engineer will provide engineering and surveying services to allow for these improvements.

The Owner and the Engineer in consideration of the mutual covenants in this contract agree in respect of the performance of professional engineering and surveying services by the Engineer and the payment for those services by Owner as set forth below.

SECTION 1 - EMPLOYMENT OF THE ENGINEER

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional engineering and surveying services in connection with the proposed improvements as stated in the sections to follow. For having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. All of the engineering and surveying services will be supplied by the Engineer's personnel or personnel under subcontract to the Engineer, as approved by the Owner.

SECTION 2 - SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes surveying, design, preparation of property acquisition documents, bidding services, and construction support services for improvements to various water lines in Fayetteville. Under this agreement, the City will furnish schematic plans drawn on City mapping for the sections of water lines designated for replacement/improvement. The City will indicate the type and extent of improvements to be designed. The Engineer will accomplish services related to each water line improvement in accordance with task orders negotiated by the City and the Engineer and approved by the Mayor. Each task order will include a specific scope of work and more clearly define the general scope of work elements described below, as appropriate.

The project will be designed to meet water standards in accordance with the Owner's Water and other related Standards.

2.2 Surveys

The Engineer shall provide all field survey data from field work for designing the project, and this survey shall be tied to the Owner's control network.

The Engineer will conduct field surveys consisting of cross sections at intervals and for distances each side of the existing water line as appropriate for modeling the existing ground, including locations of any pertinent features or improvements between sections, along the designated route. Buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present on the route, will be located. Control points will be established for use during construction.

The Engineer will obtain property record research from an abstractor under a subconsultant agreement with the Engineer.

2.3 Geotechnical Services

The Engineer will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. The Engineer will subcontract with Grubbs, Hoskyn, Barton & Wyatt for geotechnical work as appropriate.

2.4 Coordination

The Engineer will furnish plans to all known utility owners potentially affected by the project at each stage of development. The Engineer shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations.

The Engineer shall also attend coordination meetings with the Owner and others as required. The Engineer will prepare exhibits for these meetings when appropriate.

2.5 Preliminary Design

The preliminary design phase submittal will include preliminary typical sections, plan and profile sheets, right-of-way requirements, and an opinion of probable construction cost. The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or "front end" contract documents. The Engineer will not begin final design until the preliminary design is approved by the Owner in writing. The Engineer will furnish three sets of Preliminary Plans to the Owner and one set to each potentially affected utility company.

2.6 Final Design

During the final design phase of the project, the Engineer shall conduct final designs to prepare construction plans and specifications including final construction details and quantities, special provisions, opinion of probable construction cost, make final field inspection with Owner, make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and all other work required to advertise for bids. Unless the Owner prefers and provides a specific construction contract, the Engineer will furnish an industry standard construction contract form for review by the City Attorney. The Owner will furnish standard technical specifications for water line construction for incorporation into the construction contract documents.

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

1. Three sets of final plans, contract documents, and specifications.
2. One set of final plans, contract documents, and specifications to each potentially affected utility company.
3. The originals of all drawings, specifications, and contract documents.
4. Opinion of probable construction cost.

2.7 Property Acquisition Documents

The Engineer shall provide mapping as required for preparing Right-of-Way/Easement acquisition documents for the Owner's use in acquiring the property. Documentation will include a key map showing all affected properties and an individual tract map with description of temporary and permanent acquisition for each property.

2.8 Bidding Services

During the bidding phase of the project, the Engineer will dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling), support the contract documents by preparing addenda as appropriate, participate in a pre-bid meeting if necessary, attend the bid opening, prepare bid tabulation, evaluate bids, recommend award, prepare construction contracts, and issue a Notice to Proceed letter to the Contractor.

2.9 Construction Support Services

During the construction phase of work, the Engineer will accomplish the following:

1. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment.
2. Attend progress/coordination meetings with the Owner/Contractor.
3. Attend preconstruction meeting.
4. Prepare for and attend utilities coordination meeting.
5. Evaluate and respond to construction material submittals and shop drawings.
6. Prepare record drawings.
7. Provide part-time resident construction observation services for the construction contract performance time.
8. Provide survey crew time for field checking quantities, contractor's layout, etc.

In performing construction observation services, the Engineer will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but the Engineer cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction the Engineer observes that the Contractor's work does not comply with the construction contract documents, the Engineer will immediately notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. The Engineer will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, the Engineer will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

2.10 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Design of any utilities relocation other than water lines and appurtenances.
2. Payment of agency review or permitting fees or newspaper advertisement fees.
3. Construction materials testing.
4. Wetlands identification or mitigation plans or other work related to environmentally or historically significant items.

2.11 Schedule

The Engineer shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with a schedule mutually agreeable to the Owner and the Engineer.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES (except as may be modified for additional services required), the Owner shall pay the Engineer on an hourly basis. The Engineer will accomplish professional engineering and surveying services at the unburdened salary rates in effect for the Engineer's personnel during the performance of the contract, multiplied by a 3.00 markup for direct and indirect overhead and profit. In addition, reimbursable expenses, including, but not limited to, printing, reproduction, and travel will be billed. The total amount paid to the Engineer under this agreement will not exceed **\$275,000** without a written amendment approved by the Owner. For informational purposes, a breakdown of the Engineer's approximate hourly costs is included in Appendix A with approximate current hourly rates for each employee classification.

Payment will be made by the Owner on a monthly basis, based upon statements submitted by the Engineer to the Owner for the actual expenses incurred by the Engineer directly related to the scope of services described in this agreement.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by the Engineer and informing the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
2. Making provision for the employees of the Engineer to enter public and private lands as required for the Engineer to perform necessary preliminary investigations.
3. Furnishing the Engineer with as-built plans, aerial mapping, etc.

SECTION 5 - MISCELLANEOUS

5.1 Instruments of Service

The Engineer's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, the Engineer will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

The Engineer's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and the Engineer's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

The Owner is granted ownership of the printed hard copy drawings and specifications and the electronic media but agrees they will only be used in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of the Engineer, shall be without liability to the Engineer and the Engineer's consultants.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless the Engineer, the Engineer's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since the Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the Engineer's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of the Engineer's experience and qualifications and represent the Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by the Engineer.

The Owner understands that the construction cost estimates developed by the Engineer do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, the Engineer will not be required to re-design the project without additional compensation.

5.3 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.

5.4 Claims and Liability

The Engineer shall 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.

5.4 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.

5.5 Engineer's Endorsement

The Engineer shall endorse and recommend all plans, specifications, estimates, and engineering data provided under this agreement. All design shall be checked in accordance with accepted engineering practices. All plan quantities shall be checked and verified.

5.6 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 and the City Council in advance of the change in scope, price, or fees.

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

SECTION 6 - CONTROL OF SERVICES

This is an Arkansas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and Engineer, the matter shall be resolved in accordance with the Laws of the State of Arkansas.

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.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party. If this Agreement is so terminated, the Engineer shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION III - PAYMENT; however, the Engineer may be required to furnish an accounting of all costs. If the contract is so terminated, the Engineer shall be paid for his time at the rate of 3.00 times the actual salary costs paid to his employees working on the project, and the actual costs of materials and subcontractor costs expended.

This Agreement may be terminated for the convenience of the Owner, upon the delivery of written notice to the Engineer. If the contract is so terminated, the Engineer shall be paid for his time at the rate of 3.00 times the actual salary costs paid to the Engineer's employees working on the project, and the actual costs of materials and subcontractor costs expended.

Should the Onwer, 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 Onwer 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.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and the Engineer each bind himself and his successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the Engineer shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

IN TESTIMONY OF WHICH, this instrument has been executed on behalf of the above named Engineer, and has been executed on behalf of the Owner, in two (2) counterparts, each of equal force, on the day and year first above written.

OWNER

CITY OF FAYETTEVILLE

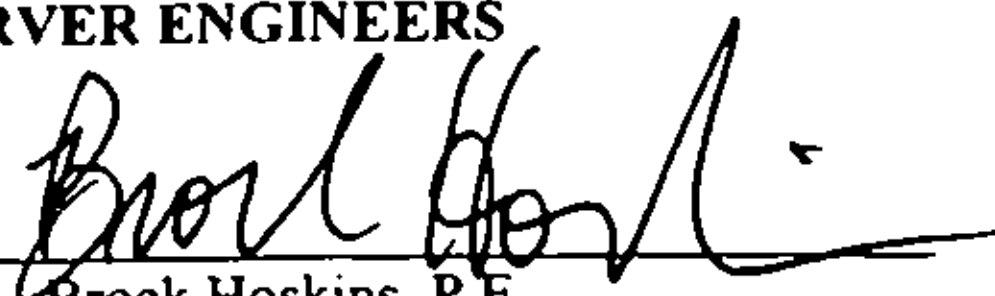
By: _____

Title: _____

ATTEST: _____

ENGINEER

GARVER ENGINEERS

By: 
Brock Hoskins, P.E.
Vice President

ATTEST: 

Appendix A
Garver Hourly Rate Schedule

Classification	Regular
Senior Project Manager	\$ 125.00
Project Manager	\$ 105.00
Senior Project Engineer	\$ 85.00
Project Landscape Architect	\$ 76.00
Project Engineer	\$ 82.00
Senior Design Engineer	\$ 77.00
Sr. Construction Engineer	\$ 69.00
Construction Engineer	\$ 60.00
Design Engineer/Designer	\$ 62.00
Environmental Scientist	\$ 73.00
CADD Administrator	\$ 77.00
Senior CADD Technician	\$ 62.00
Automation & Control Specialist	\$ 91.00
CADD Technician	\$ 54.00
Senior Construction Observer	\$ 66.00
Construction Observer	\$ 50.00
Survey Coordinator	\$ 60.00
Party Chief	\$ 55.00
Instrument Man	\$ 33.00
Rodman	\$ 29.00
Clerical	\$ 38.00
Project Surveyor	\$ 70.00
2-Man Crew (Survey)	\$ 125.00
3-Man Crew (Survey)	\$ 150.00
2-Man Crew (GPS Survey)	\$ 140.00
3-Man Crew (GPS Survey)	\$ 175.00

Note: These rates are subject to change October 1, 2002.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of July 2, 2002

FROM:

<u>Jim Beavers</u>	<u>Engineering</u>	<u>Public Works</u>
Name	Division	Department

ACTION REQUIRED:

1. Approval of a resolution awarding the engineering contract to the firm of USInfrastructure for engineering studies and recommendations for (1) The upper Hamestring Creek basin (the area east of I-540 through the Asbell neighborhood area to Garland) and (2) the Shenandoah Trailer park area. The contract price is not-to-exceed \$93,424.00.
2. Approval of an engineering contract contingency in the amount of \$10,000.00.

COST TO CITY:

<u>\$ 103,424.00</u>	<u>\$510,516 *</u>	<u>Drainage Study</u>
Cost of this Request	Category/Project Budget 2002	Category/Project Name
<u>4470-9470-5314/5817</u>	<u>\$114,170</u>	<u>Bridge/Drainage</u>
Account Number	Funds Used To Date 2002	Program Name
<u>02097 - 0010</u>	<u>\$496,346</u>	<u>Sales Tax</u>
Project Number	Remaining Balance 2002	Fund

* 2002 "Drainage Study" budget. The CIP/Budget also includes \$600,000.00 for construction of drainage improvements in the Asbell area (Holly/Vista) and \$250,000.00 for construction of drainage improvements in the Shenandoah Trailer park area.

BUDGET REVIEW: ☒ Budgeted Item

[Signature]
Budget Manager

☐ Budget Adjustment Attached

[Signature]
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Maisha Furring 6/10/02
Accounting Manager Date

[Signature] 6/11/02
City Attorney Date

[Signature] 6/12/02
Purchasing Officer Date

Nancy Smith 6/11/02
Internal Auditor Date

[Signature]
ADA Coordinator Date

Grant Coordinator Date

STAFF RECOMMENDATION: Approval

Jim Beavers 06-10-02
Division Head Date

Cross Reference

Ly Balthus 06-13-02
Department Director Date

New Item: Yes x No

Greg Hebler 6/13/02
Administrative Services Director Date

Prev Ord/Res #:

Dan Coody 6/13/02
Mayor Date

Orig Contract Date:

Orig Contract No:

Consent
New Bus ✓

STAFF REVIEW FORM

Page 2

Description Drainage Studies (1) Upper Hamestring (2) Shenandoah Trailer Park area

Meeting Date July 2, 2002

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grant Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.

Fayetteville, AR 72701

Engineering Division

To: Dan Coody, Mayor

Thru: Greg Boettcher, Public Works Director
Contract Review

From: Jim Beavers, City Engineer *Jim Beavers*

Date: June 10, 2002

Re: City Council Meeting July 2, 2002.

City Council Street Committee meeting June 25, 2002.

Drainage studies and recommendations for (1) Upper Hamestring Creek basin including the Asbell Neighborhood area and (2) the Shenandoah Trailer park area.

Staff recommends and requests that the City Council:

1. Approve a resolution awarding the engineering contract to the firm of USInfrastructure for engineering studies and recommendations for (1) The upper Hamestring Creek basin (the area east of I-540 through the Asbell neighborhood area to Garland) and (2) the Shenandoah Trailer park area. The contract price is not-to-exceed \$93,424.00.
2. Approval of an engineering contract contingency in the amount of \$10,000.00.

The construction of Drainage Improvements for the upper Hamestring Creek Basin and the Shenandoah Trailer Park area are included in the 2002 CIP/Budget.

Prior to beginning the construction plans it necessary to perform the drainage studies of the areas to determine the scope and priorities of improvements.

The proposed contract with USInfrastructure will analyze the subject basins (areas) and provide:

drainage studies/calculations,
identification of existing problems,
preliminary, intermediate and final public meetings as appropriate,
system inventory,

hydrologic analysis,
hydraulic analysis,
development of alternatives and recommendations,
priorities and cost estimates,
final report.

Please refer to the enclosed contract for detailed specifics and enumeration of the tasks required.

After the final report is completed and accepted by the City then separate contracts may be negotiated for construction document preparation.

2002 Budget:

The 2002 budget includes \$510,516.00 for the City's Master Drainage Study.

Staff recommends utilizing a portion (\$103,424.00) of these funds for the drainage studies of the two subject basins (upper Hamestring and Shenandoah Trailer Park area).

The 2002 CIP/Budget includes \$600,000.00 for the construction of drainage improvements in the Asbell neighborhood area (Holly/Vista) and \$250,000.00 for construction of drainage improvements in the Shenandoah Trailer Park area. The construction documents cannot be adequately prepared until the drainage studies have been completed.

enclosures:

1. Proposed contract with USInfrastructure
2. Vicinity Maps

CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Agreement entered into and executed this ____ day of _____ 2002, by and between the City of Fayetteville acting by and through its Mayor hereinafter called the "OWNER" and USInfrastructure, Inc. with offices located in Springdale, Arkansas hereinafter called the "ENGINEER".

WITNESSETH:

Whereas, the "OWNER" is planning to have drainage studies conducted in two areas of the City of Fayetteville that are currently experiencing problems with flooding

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 - SCOPE OF THE PROJECT

The scope of the project covered by this agreement includes the engineering services required to perform the following tasks in the priority order listed.

- Area 1 – Drainage Study of the Hamestring Creek Basin (Upstream of I-540)
- Area 2 – Drainage Study of the Shenandoah Trailer Park Area

A. Study and Report Preparation

The following is a numerical outline of the major work items to be performed for each Area:

Area 1 – Drainage Study of the Hamestring Creek Basin

1. Identification of Major Sub-basins and Major Tributaries in the Basin

Sub-basins and major tributaries in the Hamestring Creek Basin will be identified using previous work performed by City staff, existing topographic information and aerial photography. Basin boundaries will be modified when existing streets and storm sewers alter natural flow patterns. Roadway and subdivision plans of record will be referenced in order to locate storm sewers and to determine their effects on basin boundaries. In some cases, field verification will also be required in order to identify exact basin boundaries.

a. Tasks

1. Identify major basin and sub-basin boundaries
2. Identify soils types affecting runoff
3. Identify land use/land cover (current and future) using the City's current Land Use Map

b. Deliverables

1. Basin map with all sub-basins and tributaries identified

2. Identify Existing Drainage Problems

Drainage problems existing in throughout the basin will be sought and identified. Descriptions and photographs of problems will be presented.

a. Tasks

1. Define "drainage problems" to be addressed
2. Conduct public meeting(s) to discuss problem areas
3. Review property owner complaints
4. Site visits and photographs
5. Interview property owners

b. Deliverables

1. Descriptions and photographs of each drainage problem location
2. Summary of interview of property owner(s) complaints

3. Inventory of Drainage Structures Along Definable Drainage Channels

Drainage structures throughout these basins will be inventoried by City supplied mapping and field verification. Structural inventory sheets, developed by USInfrastructure, Inc., will

include a photograph, size, shape, material, and functional condition of each structure. Recommendations for maintenance of each structure will also be provided in the structural inventory.

a. Tasks

1. Transfer existing city structure survey information
2. Field measurements and photographs of structures

b. Deliverables

1. Structure inventory sheets
2. Recommendations for maintenance and/or improvements

4. Hydrologic Analysis

The hydrologic analysis of the Hamestring Basin (Upstream of I-540) will be preformed using HEC-HMS modeling software developed by the U.S. Army Corp of Engineers. Land use/land cover and soils information will be used to develop curve number and lag times for each sub-basin. Basin models will be constructed according to Fayetteville digital topography and Drainage Manual requirements to represent land use under current and future conditions in order to illustrate existing conditions and the effect of continued development in the basin. This work will be compared with previous work performed by City staff. Rainfall simulations will be performed for 2-, 10-, 25-, 50-, and 100-year storm events. HEC-HMS uses basin characteristics to predict runoff quantities that will be produced for given storm events. Runoff quantities and hydrographs for each sub-basin will be generated for 2-, 10-, 25-, 50-, and 100-year storms for current and future land use conditions. Effects of regional and onsite detention will also be simulated. Model results will be evaluated and compared with existing FEMA and Corp of Engineers data.

a. Tasks

1. Review previous work performed by City staff
2. Develop sub-basin curve numbers
3. Develop sub-basin lag times
4. Construct HEC-HMS model
5. Develop hydrographs for sub-basins
6. Evaluate model results and troubleshooting
7. Compare model results with FEMA results

b. Deliverables

1. Digital copy of model
2. Hydrographs for each sub-basin
3. Tabular model results
4. Comparision of model results with existing data
5. Comparison of model results with FEMA results

5. Hydraulic Analysis

The hydraulic analysis of the Hamestring Creek Basin will be performed using HEC-RAS modeling software developed by the U.S. Army Corp of Engineers. A basin model will be developed to represent the definable stream threads in the basin. The model will be constructed using cross sections developed from existing topographic maps, surveyed cross sections (provided by City staff), City as-built plans and structure dimensions collected during field surveys. This model will use the flows generated in HEC-HMS to forecast floodwater depth and width (encroachment). Model outputs will be used to evaluate whether existing structures will be inundated during projected storm flows and to locate current and future problem areas throughout the basin. Model results will be evaluated and compared with existing City, FEMA and Corp of Engineers data.

a. Tasks

1. Review existing city cross section survey information
2. Build HEC-RAS model
3. Evaluate model results and troubleshooting
4. Identify problem areas

b. Deliverables

1. Digital copy of model
2. Graphical model results

6. Develop Recommendations

After problem locations are identified from the hydraulic analysis, alternatives for improvements for each area will be developed. Preliminary results of the hydraulic analysis will be reviewed with the city staff prior to selection of improvement alternatives. Improvements may include channel modifications, structure modifications, maintenance, or replacement, and regional or onsite detention. Comparisons will be made between open channels versus closed culverts. Review of recommended improvements will first evaluate existing designs. Physical modifications to the drainage system for each alternative will be modeled using HEC-RAS. Selection of the most appropriate improvement will not only consider onsite conditions, but will look at drainage effects throughout the basin, upstream of Interstate 540. Stormwater quality issues such as those facing the City for NPDES Phase II requirements will also be considered. Finally a preliminary cost analysis will be performed for each alternative. Results will be analyzed and the best, or most viable, alternatives along with improvement priorities will become the recommended schedule of improvements.

a. Tasks

1. Review and evaluate existing designs
2. Develop alternatives
3. Meet with city staff to discuss alternatives and prepare for public meeting
4. Model alternatives

5. Conduct public meeting to discuss alternatives
6. Perform preliminary cost analysis
7. Meet with city staff to evaluate selected alternatives
8. Make final recommendations
9. Conduct public meeting to present selected alternatives

b. Deliverables

1. List of alternatives
2. Preliminary cost analysis
3. Final recommendations
4. Summary of Public Meetings

7. Report Preparation

A final report containing all deliverables for project will be developed. It will detail drainage problems, structural inventories, analysis procedures, improvement alternatives and final recommendations for the Hamestring Creek Basin. Report will be similar in format and style to the sample given to the City.

a. Tasks

1. Create report figures
2. Write report
3. Submit Preliminary Report for review by City staff
4. Final revisions
5. Printing and reproduction

b. Deliverables

1. Preliminary Report
2. Final report

Area 2 – Drainage Study of the Area and Shenandoah Trailer Park Area

1. Identification of Major Sub-basins and Major Tributaries in the Basin

Sub-basins and major tributaries in the two areas will be identified using previous work performed by City staff, existing topographic information and aerial photography. Basin boundaries will be modified when existing streets and storm sewers alter natural flow patterns. Roadway and subdivision plans of record will be referenced in order to locate storm sewers and to determine their effects on basin boundaries. In some cases, field verification will also be required in order to identify exact basin boundaries.

a. Tasks

1. Identify/verify major basin and sub-basin boundaries
2. Identify/verify soils types using County Soil Maps

3. Identify/verify land use/land cover (current and future) in accordance with the existing City Land Use Map

b. Deliverables

1. Basin map with all sub-basins and tributaries identified

2. Identify Existing Drainage Problems

Drainage problems existing in throughout the basin will be sought and identified. Descriptions and photographs of problems will be presented.

a. Tasks

1. Conduct public meetings to discuss problem areas
2. Review property owner complaints
3. Site visits and photographs
4. Interview property owners

b. Deliverables

1. Descriptions and photographs of each drainage problem location

3. Inventory of Major Drainage Structures Along Definable Drainage Channels

Major drainage structures throughout in the Shenandoah Trailer Park Area will be inventoried by field verification. Structural inventory sheets, developed by USInfrastructure, Inc., will include a photograph, size, shape, material, and functional condition of each structure. Recommendations for maintenance of each structure will also be provided in the structural inventory.

a. Tasks

1. Transfer existing city structure survey information
2. Field measurements and photographs of structures

b. Deliverables

1. Structure inventory sheets
2. Recommendations for maintenance and/or improvements

4. Hydrologic Analysis

The hydrologic analysis of the two areas will be preformed using the rational method and will be checked using HEC-HMS modeling. Land use/land cover and soils information will be used to develop curve number and lag times for each sub-basin. Basin models will be constructed according to Fayetteville Drainage Manual requirements to represent land use

under current and future conditions in order to illustrate existing conditions and the effect of continued development in the basin. This work will be compared with previous work performed by City staff. Rainfall simulations will be performed for 2-, 10-, 25-, 50-, and 100-year storm events. Runoff quantities and hydrographs for each sub-basin will be generated for 2-, 10-, 25-, 50-, and 100-year storms for current and future land use conditions. Effects of regional and onsite detention will also be simulated. Model results will be evaluated and compared with existing City, FEMA and Corp of Engineers data.

a. Tasks

1. Review previous work performed by city staff
2. Rational method calculations
3. Develop/verify sub-basin curve numbers
4. Develop/verify sub-basin lag times
5. Construct HEC-HMS model
6. Develop hydrographs for sub-basins
7. Evaluate model results and troubleshooting

b. Deliverables

1. Digital copy of model
2. Hydrographs for each sub-basin
3. Tabular model results
4. Comparison of model results with existing data

5. Hydraulic Analysis

The hydraulic analysis of the two areas will be performed using HEC-RAS and StormCAD, which works within AutoCAD domain. A basin model will be developed to represent the definable stream threads and underground storm sewers in the basin. The model will be constructed using cross sections developed from existing topographic maps, surveyed cross sections by City staff, City as-built plans and structure dimensions collected during field surveys. This model will use the flows generated by the rational method or HEC-HMS to forecast floodwater depth and width. Model outputs will be used to evaluate whether existing structures will be inundated during projected storm flows and to locate current and future problem areas throughout the basin. Model results will be evaluated and compared with existing City, FEMA and Corp of Engineers data.

a. Tasks

1. Review existing city cross section survey information
2. Build HEC-RAS and StormCAD models
3. Evaluate model results and troubleshooting
4. Identify problem areas

b. Deliverables

1. Digital copy of model
2. Graphical model results

6. Develop Recommendations

After problem locations are identified from the hydraulic analysis, alternatives for improvements for each area will be developed. Preliminary results of the hydraulic analysis will be reviewed with the city staff prior to selection of improvement alternatives. Improvements may include channel modifications, structure modifications, maintenance, or replacement, and regional or onsite detention. Comparisons will be made between open channels versus closed culverts. Physical modifications to the drainage system for each alternative will be modeled using HEC-RAS and StormCAD. Stormwater quality issues such as those facing the City for NPDES Phase II requirements will also be considered. Finally a preliminary cost analysis will be performed for each alternative. Results will be analyzed and the best alternatives along with improvement priorities will become the recommended schedule of improvements.

a. Tasks

1. Develop alternatives
2. Meet with city staff to discuss alternatives and prepare for public meeting
3. Model alternatives
4. Conduct public meeting to discuss alternatives
5. Perform preliminary cost analysis
6. Meet with city staff to evaluate selected alternatives
7. Make final recommendations

b. Deliverables

1. List of alternatives
2. Preliminary cost analysis
3. Final recommendations

7. Report Preparation

A final report containing all deliverables for each area will be developed. They will detail drainage problems, structural inventories, analysis procedures, improvement alternatives and final recommendations for the two areas. Report will be similar in format and style to the sample given to the City.

a. Tasks

1. Create report figures
2. Write report
3. Report review

4. Final revisions
5. Printing and reproduction

b. Deliverables

1. Preliminary Report
2. Final Report

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. The "OWNER" further agrees to provide any field surveys and cross-sections necessary for the "Engineer" to carry out his work.

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

To be negotiated between "OWNER" and "ENGINEER", if and when "OWNER" decides to proceed with this phase of services.

SECTION V - COORDINATION WITH "OWNER"

The "ENGINEER" shall hold conferences throughout the study of the project with representatives of the "OWNER" to the end that the study, 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 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 - CONCEPT AND PRELIMINARY SUBMISSION

The "ENGINEER" shall submit two (2) copies of Preliminary Report for review by City staff.

SECTION VIII - FINAL SUBMISSION

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

- A. Three copies of the Final Report and
- B. One (1) copy on magnetic media shall be submitted on disks compatible with AutoCAD Release 12 software.

C. An "Opinion of Probable Cost" to construct recommended improvements

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

Not part of this Study Phase—To be negotiated at a future date.

SECTION X - SUBCONTRACTING

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

SECTION XI - TIME OF BEGINNING AND COMPLETION

The "ENGINEER" shall begin work under this Agreement within ten (10) days of notice to proceed and shall complete the study phase of the contract within 180 calendar days. A proposed project schedule has been attached for reference.

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 XII - FEES AND PAYMENTS

A. "Study" 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 standard hourly rates in effect at the time the work is done, plus direct reimbursable expenses associated with the project. Hourly rates for the various classifications of employees for 2002 are set out in the attachment to this document. Rates are adjusted annually at the beginning of each calendar year. Payment shall be made monthly based on invoices from the Engineer. Invoices shall identify the hours spent on each Area and numerical work items listed in the scope of services provided. Total payment for Section II shall not exceed \$93,424.

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached hereto. The upper limit justification for each Area in Appendix "A" is an estimate. The total man-hours actually spent on each project item of work or task may vary from those indicated in Appendix "A", but the total not-to-exceed amount will be adhered to unless changes in scope of work are made and agreed to by the "OWNER" and the "ENGINEER." 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 Study Phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Study" phase for the project.

- B. "Design" Phase Services: Not included in this Study Phase
- C. "Bidding" Phase Services: Not included in this Study Phase
- D. "Construction" Phase Services: Not included in this Study Phase
- E. "Geotechnical Investigation" Services: Not included in this Study Phase
- F. "Special" Services: Not included in this Study Phase

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 canceled as hereinafter provided.

- B. Cancellation - Should the "OWNER", for any reason whatsoever, decide to cancel or to terminate the use of the "ENGINEER'S" service, the "OWNER" will give written notice thereof to the "ENGINEER", who will immediately terminate the work. If the "OWNER" so elects, the "ENGINEER" may be instructed to bring a reasonable stage of completion to those items whose value would otherwise be lost. The "ENGINEER" shall turn over all data, charts, survey notes, figures, drawings and other records or information collected or produced hereunder whether partial or complete. Upon such termination of the "ENGINEER'S" services, the "ENGINEER" shall be paid 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 non-binding mediation, provided that nothing herein shall preclude either party from seeking any and all remedies available at equity or law.
2. Responsibility for Claims and Liability - The "ENGINEER" shall 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

ENGINEER

By: _____
Mayor

USInfrastructure, Inc. _____

By: CR Nickle
Charles R. Nickle, Executive Vice President

ATTEST:

City Clerk

ATTEST: _____
By: Terry W. Carpenter
Terry W. Carpenter, Vice President

USINFRASTRUCTURE, INC. - ENGINEERING COST ESTIMATE
 SHENANDOAH TRAILER PARK
 CITY OF FAYETTEVILLE, ARKANSAS

TASK	ENGR IX	ENGR V	ENGR IV	ENGR III	ENGR II	ENGR I	E TECH V	E TECH IV	E TECH III	E TECH II	E TECH I	ADMIN I	ADMIN II	ADMIN III	LS I	LS II	LS III	TASK	TASK COST
Identify Major Sub-basins and Tributaries																			
Identify Basins Boundaries																			\$260
Identify Sinks																			\$260
Identify Land Use / Land Cover (current and future)																			\$260
Identify Existing Drainage Problems																			
Attend Public Meetings		4						4											\$944
Review Property Owner Complaints																			\$260
Site Visits / Photographs																			\$260
Interview Property Owners																			\$260
Inventory of Major Drainage Structures																			
Transfer Existing City Structure Survey Information																			
Field Measurements and Photographs of Structures							16												\$1,184
Hydrologic Analysis																			\$260
Review Existing City Work																			
Rational Method Calculations																			\$320
Develop Curve Numbers																			\$320
Calculate Lag Times																			\$260
Construct HEC-HMS Model																			\$260
Develop Hydrographs for sub-basins		4																	\$520
Evaluate Model Results and Troubleshooting																			\$2,208
Hydraulic Analysis																			\$520
Review Existing City Survey Information																			
Build Model HEC-RAS and StormCAD Models		4																	\$908
Evaluate Model Results and Troubleshooting								4											\$1,040
Identify Problem Areas																			\$816
Recommendations																			\$520
Develop Alternatives																			
Meet with City Staff to Discuss Alternatives and Prepare for Public Meeting	2	8																	\$1,556
Model Alternatives																			\$454
Conduct Public Meeting to Discuss Alternatives	2	4																	\$1,560
Preliminary Cost Analysis																			\$1,168
Meet with City Staff to Evaluate Selected Alternatives	2	4																	\$1,428
Final Recommendation	2	4																	\$908
Report Preparation																			\$3
Report Figures																			
Report Writing								8											\$852
Report Review	4	4																	\$1,040
Final Revisions																			\$908
Printing and Reproduction								8											\$908
Project Administration	4																		\$712
Total Manhours	16	46	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0	16	\$880
Total																		358	\$25,582

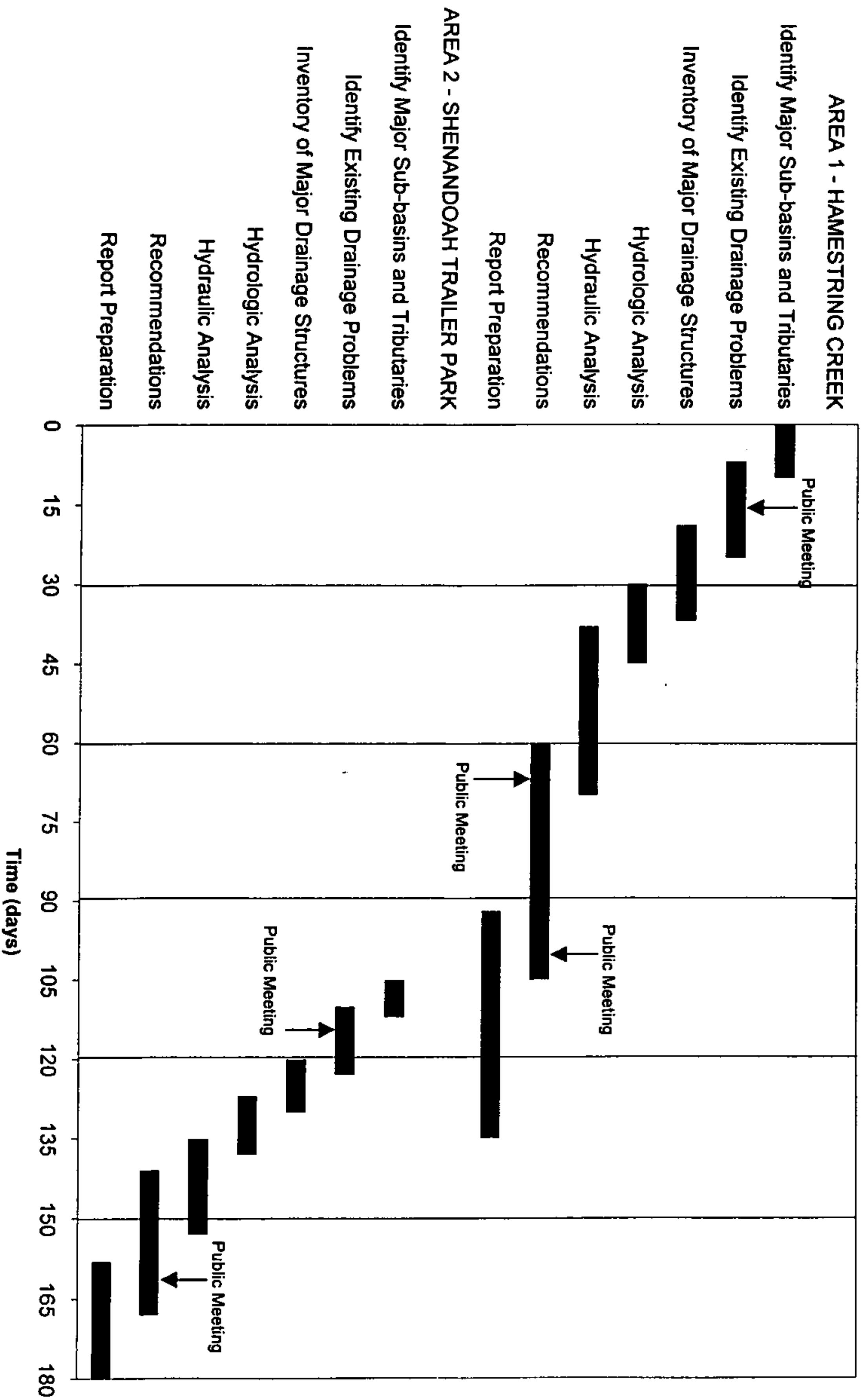
**ATTACHMENT
TO AGREEMENT FOR ENGINEERING SERVICES
SCHEDULE OF CLASSIFICATIONS AND RATES FOR 2002**

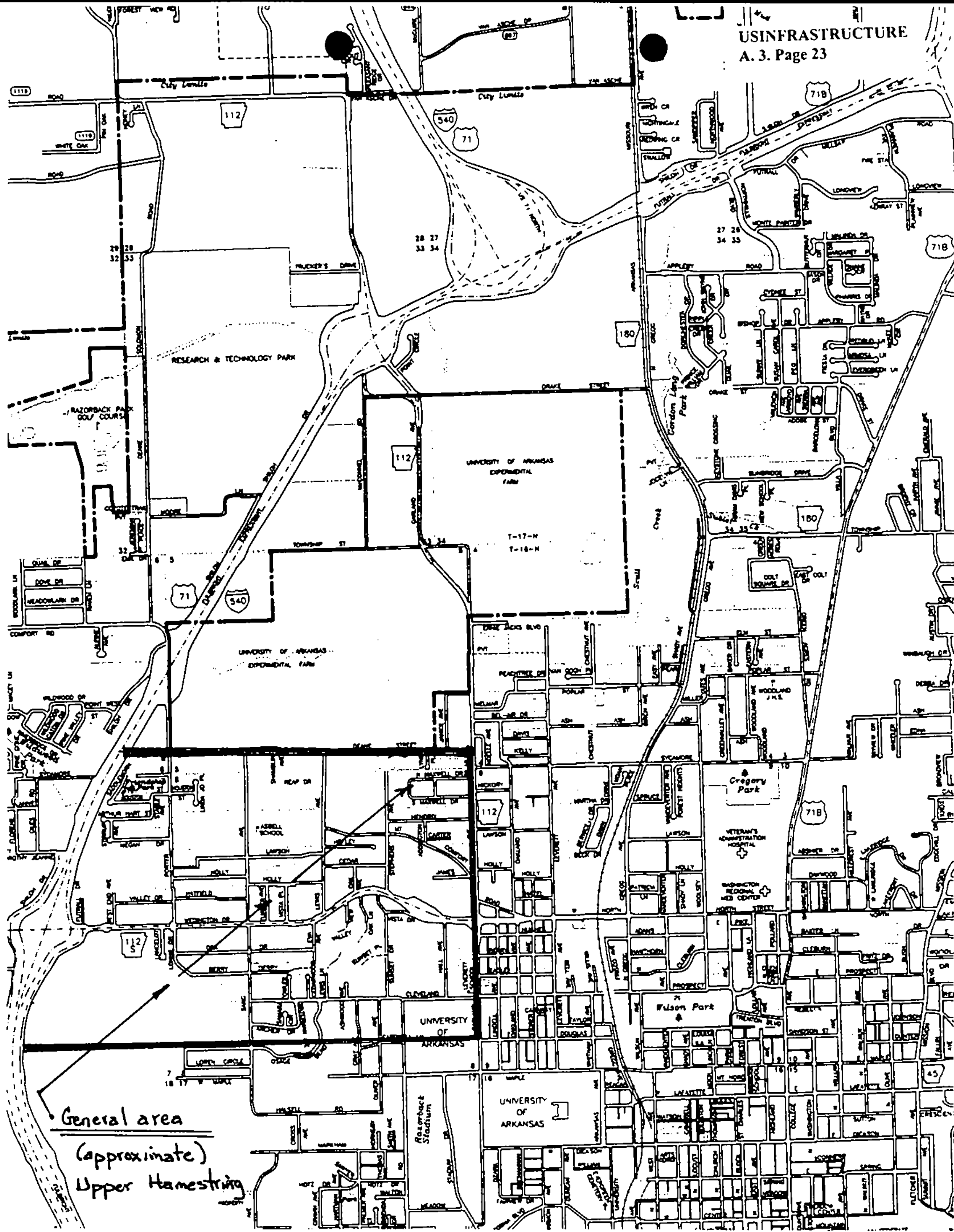
<u>Classification</u>	<u>Hourly Rate</u>
Engineer IX	\$130.00
Engineer V	97.00
Engineer IV	87.00
Engineer III	76.00
Engineer II	65.00
Engineer I	52.00
Engineering Technician V	74.00
Engineering Technician IV	60.00
Engineering Technician III	45.00
Engineering Technician II	37.00
Engineering Technician I	30.00
Administrative III	37.00
Administrative II	30.00
Administrative I	25.00
Land Surveyor IV	85.00
Land Surveyor III	60.00
Land Surveyor II	45.00
Land Surveyor I	37.00

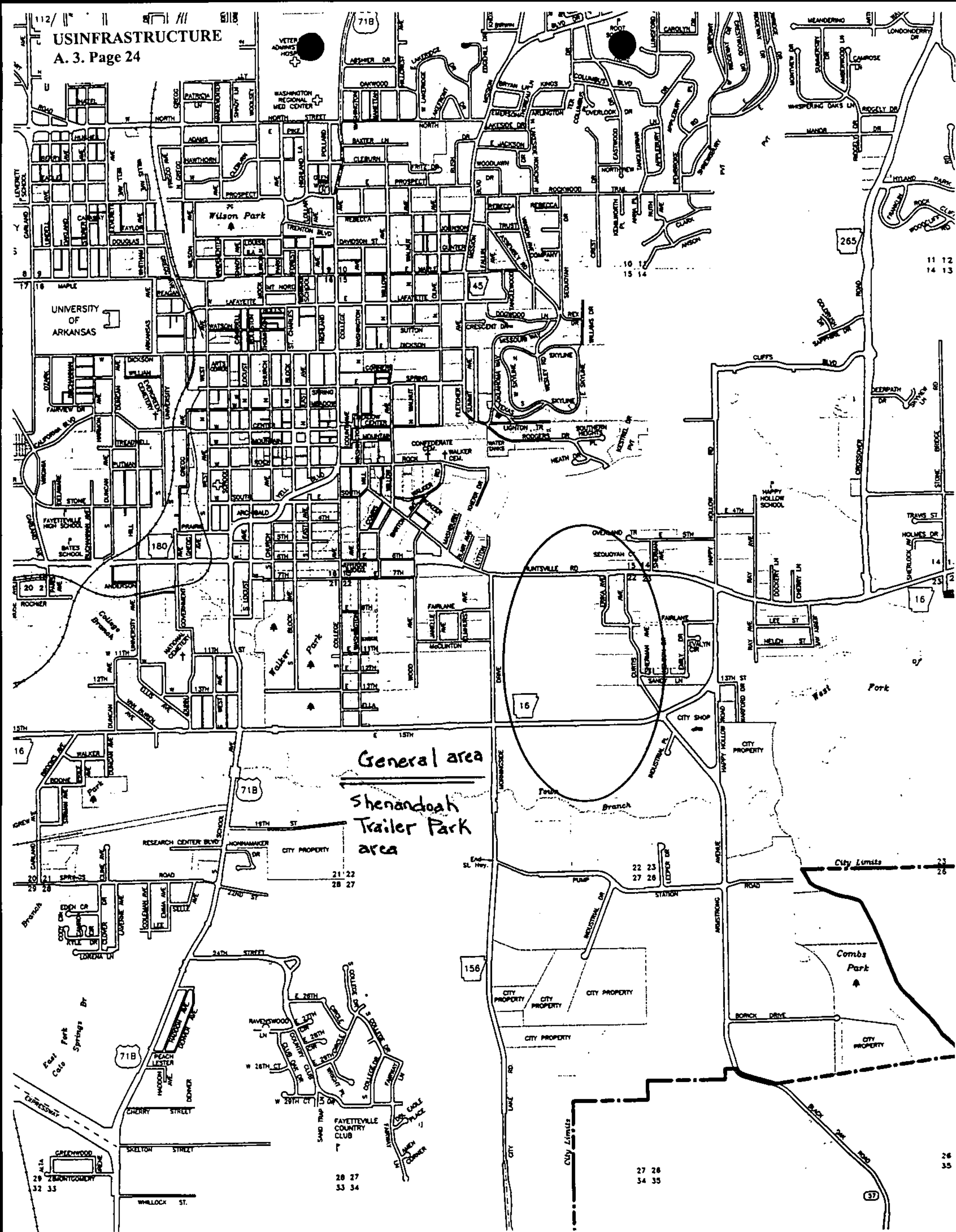
Hourly rate schedules will be adjusted annually each January 1.

USInfrastructure, Inc.
Consulting Engineers
Springdale, Arkansas

Proposed Project Schedule







STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council meeting of
FROM:

07-02-02

Ray M. Boudreaux Airport Aviation & Economic Development
Name Division Department

ACTION REQUIRED:

Approval of Contract with Arkansas Aviation Technology Center to continue their lease at the Fayetteville Municipal Airport.

COST TO CITY:

\$4,500	\$ 77,000 (Revenue)	Rent
Cost of this Request	Category/Project Budget	Category/Project Name
5550.0955.4450.00	37,800	Airport revenue
Account Number	Funds Used to Date	Program Name
N/A	39,200	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

Budgeted Item Budget Adjustment Attached
Steph Davis 6-17-02
Budget Manager (See doc) Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Masha Fortney	6/17/02	Dancy Smith	6/17/02
Accounting Manager	Date	Internal Auditor	Date
D. P. White	6/17/02		
City Attorney	Date	ADA Coordinator	Date
P. Vice	6/17/02		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Approval of Lease & Signature of Mayor

Division Head Date
Department Director June 14, 2002
Administrative Services Director Date
Mayor 6/18/02

Cross Reference

New Item: Yes No
Prev Ord/Res #: 18-99
Orig Contract Date: 02/02/1999
Orig Contract Number:

STAFF REVIEW FORM

Page 2

Description: AATC Lease Contract

Comments:

Budget Coordinator:

The "cost recovery" of \$4,500 I understood after
reading the lease. Will City Council understand
that we are collecting \$22,500 for the last
6 months of 2002?
Why is a budget adjustment needed?

Accounting Manager:

Reference Comments:

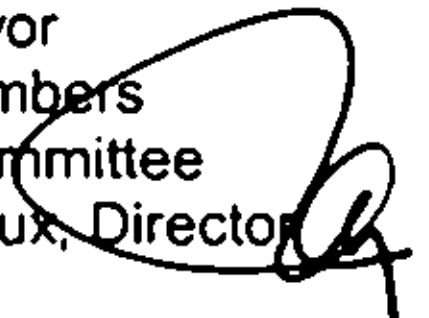
City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

MEMORANDUM

TO: Dan Coody, Mayor
City Council Members
THRU: Staff Review Committee
FROM: Ray M. Boudreaux, Director 
DATE: June 14, 2002
SUBJECT: Lease contract renewal/Arkansas Aviation Technology Center

Background: Attached please find new lease contract effective July 1, 2002 between the City and Arkansas Aviation Technology Center. The lease is good for two years with renewal options. The lease amount is \$750 per month less than the current lease due to need to spend resources on an accreditation program. The 30 day kick out clause has been eliminated. The airport board recommends approval.

Purpose: To approve the contract with AATC for continuation of their lease of their hangar.

Budget Considerations: Revenue decrease by \$9,000 annually.

Requested Action: Approval by the City Council and signature by the Mayor.

Attachments: Staff Review Form
Lease contract

Aviation and Economic Development Department
Fayetteville Municipal Airport, Drake Field
4500 South School Avenue, Suite F
Fayetteville, Arkansas 72701
Ray M. Boudreaux, Director

EXECUTIVE HANGAR LEASE AGREEMENT

This LEASE AGREEMENT made this _____ day of _____, 2002, between the City of Fayetteville, Arkansas, hereinafter called "the City", and Northwest Arkansas Aviation Technologies Center of 4248 S. School, Fayetteville, Arkansas 72701, hereinafter called "AATC".

WHEREAS, the City is the owner of an airport known as the Fayetteville Municipal Airport (Drake Field), herein referred to as the "Airport"; and

WHEREAS, the City is the owner of a facility at the Airport; and

WHEREAS, AATC desires to lease this facility.

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, hereby agree as follows:

1. The City leases to AATC, and AATC leases from the City, the facility located at 4248 South School Avenue, Fayetteville, Arkansas 72701 as reflected on Exhibit "A" attached hereto and made a part hereof.

2. AATC is granted the use, without charge, in common with others similarly authorized, of the Airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the Airport from time to time including, but not limited to, the landing field and any extensions hereof or additions thereto, roadways, not less than one hundred (100) auto parking spaces, runways, ramps (including noise barriers), aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.

3. AATC shall have at all times the full and free right in ingress to and egress from the demised premises and facilities referred to herein for AATC, its employees, students, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to AATC.

4. Subject to earlier termination as hereinafter provided, the initial term of the Lease Agreement shall be for a period of two (2) years commencing on the 1st day of July, 2002 (the effective date hereinafter referred to as the "Commencement Date") and ending on the 30th day of June, 2004. The City further agrees to extend this Agreement for three additional five (5) year terms.

The parties agree that the rental to be effective as of the commencement of the first renewal term shall be \$4,500.00 per month, or as negotiated by the parties for each of the subsequent renewal terms shall be equal to the rate as adjusted by the CPI Index, as defined to mean the monthly index published by the United States Department of Labor, Bureau of Labor Statistics. Consumer Price Index for all Urban Customers (CPI-U) Dallas-Fort Worth, Texas - All Items (1982-1984=100). Index utilized shall be at that most recently published prior to the renewal date by the formula at Attachment #1.

5. AATC agrees to pay the City for the use of the demised premises, facilities, rights, and privileges granted hereunder the sum of \$3,750.00 per month during the initial Lease term. The initial Lease payment is due and payable in advance upon the Commencement Date and all subsequent monthly Lease payments shall be due and payable in advance on or before the first (1st) day of each calendar month thereafter.

6. The City shall maintain and keep in good repair so much of the Airport premises as is not under the exclusive control of AATC.

AATC shall be responsible for the lawn care and the appearance of outside grounds of the facility.

7. AATC shall provide for and supply at its expense all janitor service with respect to the demised premises, and shall pay for all utilities serving the demised premises.

8. AATC agrees to observe and obey the City's Ordinances and Regulations with respect to use of the demised premises and Airport; provided, however, such rules and regulations shall be consistent with safety and with all local, city, county, and state rules and regulations, including all current fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport. AATC shall be subject to the Airport's "Minimum Standards for Commercial Aeronautical Activities at Drake Field" which are incorporated herein by reference thereto and made a part hereof as if set out word for word. The City warrants and covenants unto AATC that no hazardous or any other substances, as defined in 40 CFR 302, exist on the demised premises which are restricted, prohibited or penalized by an "Environmental Law", which term shall mean any federal, state or local law, regulation or ordinance relating to pollution or protection of the environment. If any testing or study discloses the existence of an hazardous substances on the demised premises that are determined to have been present on the demised premises prior to the execution of this Lease, it shall be the City's responsibility to timely arrange and pay for any costs associated with environmental testing and /or studies, remedial action, cleaning up or removing the hazardous substances to a proper disposal site in accordance with all applicable laws and the governmental agency having jurisdiction thereof.

9. The City authorizes AATC to use the premises for the implementation and conducting of an Aviation Maintenance Technology Program, including but not limited to, the provision of such

training and educational components as are required for an airframe and power plant certification by the Federal Aviation Administration under FAR 147. Subject to the prior written approval of the City, which shall not be unreasonably withheld; AATC shall also have the right to use the demised premises for other purposes ancillary or related to AATC's operations. Aircraft, aircraft components and sub-components, vehicles, equipment, materials and or supplies necessary to the training program may be stored on the demised premises. AATC further agrees to store flammable material only in approved containers, and not to violate the provisions of the City's standard commercially available property damage insurance policy. Any such violations shall constitute a material breach of this agreement.

10. If the demised premises are partially damaged by fire or other casualty which is not due to the negligence or fault of AATC, said premises shall be repaired with due diligence by the City at the City's expense. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, the City may reconstruct the hangar at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or either the City or AATC may at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above.

11. The City shall procure and maintain in force during the term of this Agreement fire and extended coverage on the facility in an amount equivalent to the replacement cost thereof. AATC shall be required to insure any contents within the facility.

During the term of this agreement AATC shall at all times maintain general public liability insurance in the amount of \$1,000,000.00. AATC shall file with the City's Airport Manager Certificates of Insurance evidencing the insurance coverage required hereby.

12. AATC agrees to indemnify the City against any liability for injuries to persons or damage to property caused by AATC's gross negligent use or occupancy of the leased premises; provided, however, that AATC shall not be liable for any injury, damage or loss occasioned by the negligence of the City or its agents or employees, and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

13. Improvements: The City shall bear the cost of maintenance of the basic building structure area including, but not limited to: (i) floors, walls, ceiling and roof; (ii) sprinkler system; (iii) all plumbing and fittings thereto; (iv) primary electrical circuits; (v) heating, ventilation and air conditioning (HVAC); (vi) maintenance of existing paved ramp and parking lots; and (vii) existing perimeter fences. AATC shall bear the cost of all improvements or additions made to the interior of the building for new classrooms and /or labs. No improvements or additions to any part of the leased premises shall be made by Lessee without the prior written approval of the Airport Manager. Any signs to be erected on or attached to the leased premises must have the prior written approval of the Airport Manager and conform to all City ordinances.

14. Maintenance: The City shall be responsible only for major maintenance of the existing equipment, i.e. replacement of heating unit and other equipment installed by the City which

includes roof, exterior walls and exterior plumbing, HVAC, existing paved ramp, and paved parking lots. The City agrees that if the roof or any part of the exterior walls or exterior plumbing of said building thereof shall become defective or damaged at any time during the term due to ordinary wear and tear and not due to negligence of the AATC, or AATC's agents or invitees, upon notice from AATC, the City will immediately cause repairs to be made and restore the defective portions to good condition. Routine maintenance of the garage aircraft doors shall remain the responsibility of the City.

15. If AATC fails to make any payment due hereunder within thirty (30) days of the date on which such payment is due, The City may, at its option, terminate this Agreement and take possession of so much of AATC's personal property as is reasonably necessary to secure payment of the amount due and unpaid. The City shall also have the right to terminate this Agreement in the event Lessee breaches any other terms of this Agreement: provided, however, no breach shall be deemed to exist unless AATC fails to cure said breach within thirty (30) days after receipt of written notice thereof. As to curing of a breach (other than the payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if AATC shall, within the time stipulated, commence such curing and diligently pursue same, then the above time period shall be extended to allow AATC reasonable opportunity to complete said cure.

16. On the expiration or other termination of this Lease, AATC's right to use the demised premises shall cease, and AATC shall vacate the premises without unreasonable delay. All permanent interior structures installed, erected, or placed by AATC in, on, or about the premises leased hereunder shall remain the property of the City.

17. The City may enter the premises leased to AATC at any reasonable time for any

purpose necessary or incidental to the performance of its obligation.

18. AATC shall maintain the demised premises in a clean and orderly fashion at all times.

19. AATC shall not start or operate aircraft engines within the facility leased hereby and shall not allow such operations by any other person.

20. AATC shall not at any time assign this lease or sublet the demised premises without the prior written consent of the City.

21. Any notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address:

LESSOR: Airport Administration Office
4500 S. School, Suite F
Fayetteville, Arkansas 72701
PH: 479-718-7642

LESSEE: Executive Director
Arkansas Aviation Technologies Center
4248 S. School Avenue
Fayetteville, Arkansas 72701
PH: 479-443-2283

23. This Agreement shall be construed under the laws of the State of Arkansas.

24. All the covenants, conditions, and provisions under this agreement shall extend to

and bind the legal representatives, successors, and assigns of the respective parties
hereof.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first
above written.

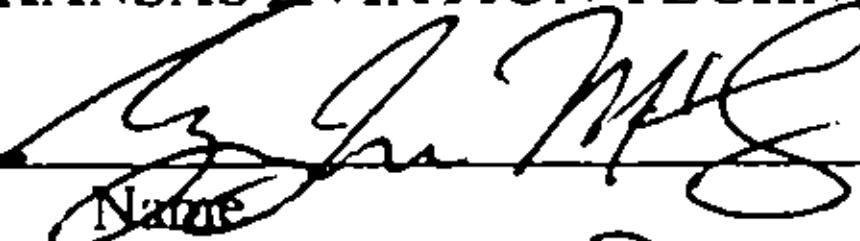
CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Dan Coody, Mayor

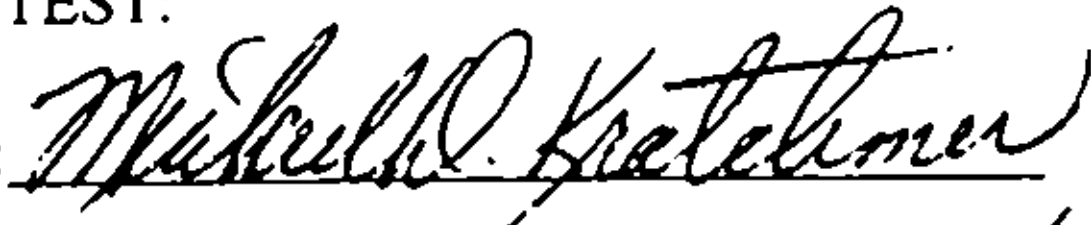
ATTEST:

By: _____
Heather Woodruff, City Clerk

ARKANSAS AVIATION TECHNOLOGIES CENTER:

By: 
Name
Title: EXECUTIVE DIRECTOR

ATTEST:

By: 
Title: DIRECTOR OF EDUCATION, AATC

LEASE ATTACHMENT NUMBER ONE

Rent adjustments shall be made as of the commencement of each of the Dates Upon Which Rent Increases Apply and shall be determined by the following formula:

Rent as last so increased under this Lease

multiplied by:

$1 + \frac{\text{Current Index} - \text{Base Index}}{\text{Base Index}}$

plus:

one percent (1%) of the Rent as last so increased under this Lease

Where, "Current Index" shall be the CPI (*D-1 Consumer Price Index - All City Average, "all items groups, subgroups and special groups, "published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor*) for the month immediately prior to the applicable Dates Upon which Rent Increases Apply, and Base Index shall be the CPI for the month immediately prior to the Commencement Date or the most recent Dates Upon Which Rent Increases Apply, whichever is applicable. In no event, however, shall the Rent for any period be less than the Rent as last so increased under this Lease. In the event that such CPI is no longer published or otherwise available, the adjustment provided for herein shall be by the successor (or the most nearly comparable successor index) thereto, adjusted as appropriate to the applicable dates.



Tuesday, Jun 12, 2001

AATC
A. 4. Page 13

AIRPORT

COPY

No. AP3387911-03

CONFIRMATION OF COVERAGE

Per your instructions and based on the information you provided, Aon Risk Services, Inc. of Kansas has effected insurance as follows:

INSURED'S NAME AND ADDRESS:

Northwest Arkansas Aviation Technologies
dba Arkansas Aviation Technologies Center
4248 S. School Avenue
Fayetteville, AR, USA, 72701

TERM:

Effective Date : May 27, 2001
Expiration Date: May 27, 2002

INSURANCE HAS BEEN RENEWED
UNTIL MAY 27, 2003 - A/W
CONFIRMATION LETTER

COVERAGE OR NATURE OF INSURANCE:

Airport Liability

COVERAGE INFORMATION:

As of Date: Jun 12, 2001

[Signature] AATC

Coverage / Variation	Value
Line of Business :	Airport Liability
Deductible or Self Insured Retention	None
Limits & Deductibles	
CSL or Split Limits?	CSL
Combined Single Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Payments - each Person	\$1,000
Ground Hangarkeepers Liability - each aircraft	Not Covered
Ground Hangarkeepers Liability - each occur	Not Covered

PREMIUM:

\$2,250.00

CONTRACT OF INSURANCE TO BE ISSUED:

Insurance described herein has been effected, against which a Contract of Insurance will be issued and in the event of any inconsistency, the terms, conditions and provisions of the Contract of Insurance to be issued will prevail. This Confirmation of Coverage will be terminated as of its effective date by the issuance of the Contract of Insurance and the premium and charges shown herein shall be credited thereto.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of July 2, 2002.

FROM:

Tim Conklin Planning Urban Development

Name Division Department

ACTION REQUESTED: To approve an ordinance for RZN 02-15.00 as submitted by Dave Jorgensen on behalf of Larry Garriott for property located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential.

COST TO CITY:

\$0

Cost of this request Category/Project Budget Category/Project Name

Account Number Funds used to date Program Name

Project Number Remaining balance Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached

Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager Date ADA Coordinator Date

City Attorney Date Internal Auditor Date

Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommended approval and on June 10, 2002 the Planning Commission voted 6-2-0 to recommend the rezoning be approved by the City Council.

Division Head

Department Director

Administrative Services Director

Mayor

6-14-02

Date

6-17-02

Date

Date

6/18/02

Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

New Business
Consent

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 02-15.00 FOR A PARCEL
CONTAINING APPROXIMATELY 57.82 ACRES LOCATED NORTH OF
PERSIMMON STREET AND WEST OF 46TH STREET, FAYETTEVILLE,
ARKANSAS, AS SUBMITTED BY DAVE JORGENSEN OF JORGENSEN &
ASSOCIATES ON BEHALF OF THE PROPERTY OWNERS.

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

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

From A-1, Agricultural to R-1, Low Density Residential as shown 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 subject to a Bill of Assurance as offered by the applicant.

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

DRAFT

By: _____
Heather Woodruff, City Clerk

EXHIBIT "A"

PART OF THE SE ¼ OF THE SE ¼ OF SECTION 11 AND PART OF THE SW ¼ OF THE SW ¼ OF SECTION 12, ALL IN T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID SW 1/4 , SW ¼ THENCE N02°27'45"E 35.00 FEET TO THE P.O.B., THENCE N02°27'45"E 622.88 FEET, THENCE N87°29'18"W 1322.92 FEET, THENCE N02°12'00"E 660.10 FEET, THENCE S87°31'55"E 1324.03 FEET, THENCE S87°10'44"E 1278.69 FEET, THENCE S02°16'32"W 1286.49 FEET, THENCE N87°04'03"W 1280.99 FEET TO THE P.O.B.; CONTAINING 57.82 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

RZN 02-15.00: Rezoning (Garriott, pp 437/438) was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Larry Garriott for property owned by John & Louise Sager, Paul & Bernice Guisinger, RD & Kay Kight, Jean Ann Jones, James Guisinger, and Peggy Jones and located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential.

Hoffman: I had intended at the beginning of the meeting to let you know, and I didn't, that item 10 which is just an administrative item submitted by the City of Fayetteville for an alteration to the Master Street Plan has been withdrawn. Was anybody here that wanted to address the Commission on this item, item 10? If anybody wants to say something about it they are welcome to. Seeing nobody, we are going to go ahead then to item 11 which is RZN 02-15.00 which was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Larry Garriott for property owned by John and Louise Sager, Paul & Bernice Guisinger, RD & Kay Kight, Jean Ann Jones, James Guisinger, and Peggy Jones and located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential. Tim, would you like to give us the benefit of staff's comments before we take the presentation from the applicant?

Conklin: Staff is recommending approval. The property is currently zoned A-1, the General Plan 2020 does show this as residential on the land use plan. R-1 zoning allows 40 units per acre. Single family homes are a use by right. It does allow conditional uses for duplexes. Back in 1998 the same request was made to the Planning Commission. The Planning Commission, by a vote of 4-4-0, failed to approve the rezoning. That was appealed to the City Council and the City Council denied the appeal on May 5, 1998. Thank you.

Hoffman: Is the applicant here? Would you like to make a presentation or just answer questions?

Jorgensen: My name is Dave Jorgensen and I am representing the owner, Larry Garriott on this project. As you noted, our request is to rezone from A-1 to R-1. When I took this job I didn't think that was too far fetched. However, as I got into it I found out that back in 1998 the Planning Commission did tie the vote 4-4 and basically the bottom line was that the request was turned down. In light of this, we did go out there and make a true investigation to find out what we're getting into and determine how many lots we could really put on this property because reading in the newspaper, and as you well know, we are allowed four lots per acre with

the request of R-1, which would put us up there to around 240 lots. The paper mentioned something like 232 lots, which if I lived out in that area, that would pretty well blow my mind too. I would say "Good grief! That is kind of ridiculous!" We did do a layout on the project to find out what we really could put out there and if you don't mind, I will hand out a real quick layout, just to let you know, so you'll have something to look at.

Hoffman: Make sure Renee gets one to put in the record please. Could you explain this please?

Jorgensen: This property, I'm sure you've all looked at your packet. It is located at the northwest corner of Persimmon and 46th Street, just west of 46th, north of Persimmon, a ¼ mile stretch each direction. As you can see, we have proposed two entrances off of 46th Street and one entrance off of Persimmon Street. The lot layout in there is kind of a natural one in that we have got a 40 acre parcel and then we have got a 20 to the west. Everything drains in a southwesterly direction. In the southwest corner of that 40 acre parcel we've got a large area that is set aside for a detention pond and then in the southwest area of the 20 acres that is to the west is the floodplain and Owl Creek that goes through there. Drainage basically goes in a west, southwesterly direction so we've got two areas set aside for detention ponds. You can also notice that there is a maximum amount of 158 lots laid out in this thing. This is all we could get in here. I take that back, we could put in more if we went with smaller lots. Lot size dimensions are not on this right here but they range anywhere from 75' to 90' wide on the corners, 110' on the corners possibly, by 135' deep. This comes to about 2.6 lots per acre. Naturally that is well under the four lots per acre that is allowed. This puts us right around .39 acres per lot, which when you compare that with what we could put in, we could put in smaller sized lots if we ended up getting it rezoned to R-1, which is a stretch. Being that there is so much opposition to an R-1 zoning, the owner would like to offer a Bill of Assurance to help move this thing along. Should it get approved, we would like to get it approved subject to this Bill of Assurance. The minimum square footage on the houses is 1,800 sq.ft., which is what they propose, a two car garage, 80% brick houses, fully sodded yards, 7 ½ pitch on the roof with architectural shingles. We would have to also agree to a privacy fence along Persimmon Street and 46th Street. Because of the traffic that I'm talking about, the type of fence is something more than your standard board fence, shadow box fence, whatever you want to call it. I am talking about precast concrete panels with brick columns or something like that. The one, and probably the most important item, is the 158 lots maximum. To tell you the truth, we don't even know if we can get 158 lots because we still have to go through our drainage calculations to make sure that we can put the detention ponds

in the areas set aside for this. As you can imagine, that is a fairly complex little process that we have to go through should we get it rezoned. That is going to be one of the next things we do is determine how large our detention area is set aside for these detention ponds. Taking that all into account, we would like to point out that \$80 or \$85 a foot times 1,800 sq.ft., we are talking about \$170,000 houses on up to \$225,000 or something like that. We believe that it is going to be a nice area. I have met with Mr. Jowers, being that he does have a lot of the property that surrounds this to the south and to the east, he wouldn't commit whether he thought this was a good idea or not, but at least it is getting a little bit better than what it was before. I also met with Paul Marinoni on this and he was non-committal on it also. Basically, we feel like we've got a good plan here. I know that there has been discussion of drainage. Like I said, all the drainage goes in a west, southwest direction. We do have to limit our post development flow to nothing more than what the predevelopment is and that is the reason for the two detention ponds that are set aside for this right here. If it is approved, we do have to present this layout, as you all know, to the Parks Department to find out if they would like a park in this area or if they would like money in lieu for the Youth Center, which is a strong possibility so we have still got to go through that. Then we will naturally have to bring the Preliminary Plat through the process as we normally do. I also noticed that in the traffic study that Persimmon and 46th Street were designed, I'm referring to page 4 of the staff report, that these two are designed as collector streets and will accommodate 4,000 to 6,000 vehicles per day. They further go on to state that this should adequately accommodate the potential 2,300 trips that a 232 lot subdivision would generate. Like I said, we are going to have quite a bit less than that. That, combined with the fact that on the next page, the Wedington Hwy. 16 is designed for between 17,000 and 20,000 vehicles per day, it states that the additional traffic will not exceed the design capacities for this arterial street. I am sure that residents out there would beg to differ on this and at certain times of the day, there is no doubt in my mind that that could be somewhat tough getting out there on Wedington. I would be glad to answer any questions if you all have any. Thank you.

Hoffman: Thank you Dave. At this time I will go ahead and take public comment. Who in the audience would like to address us on this rezoning? If you would come forward and say your name and give us the benefit of your ideas please.

PUBLIC COMMENT:

Adams: My name is Gary Adams and I live at 760 N. 46th Street. Comment number one, two years ago we went through this same process and the

City Council postponed approving it because there was no infrastructure at that time to support what was being suggested and there has been no change in that infrastructure. I am just kind of wondering why we're doing this again without any upgrading in what is out there. Number two, each morning when I go to work it usually takes me somewhere between one and five minutes to get on Hwy. 16 as it is now. When you add how many ever people are going to be coming up that street trying to get on Hwy. 16 it is going to be almost impossible. Number three, in the last three weeks there have been three wrecks within a half a mile of that intersection. It is because people are pulling out onto Hwy. 16, which is a four lane highway to about 2/10 of a mile until you get to 46th Street it becomes a two lane highway instead of four lane and people fly through there, they don't pay attention, and without in my opinion, making it four lane out to Double Springs, it is going to be a terrific traffic bottleneck trying to get in and out of there if you make any additional housing developments out in that area. They have done that over the last five or ten years and we are just really kind of full of housing divisions out there. I would appreciate you voting against this proposal. Thank you.

Hoffman: Thank you Mr. Adams. Who else would like to come and talk to us about this?

Luttrell: I am Oie Luttrell at 4480 Luttrell Lane and to add to maybe what Mr. Adams has mentioned, and Dave Jorgensen, I think I was blown away when I read the paper and it said there is no opposition and no one knew about it and of course I didn't know about it. Such a development as what was listed in the paper was frightening because of the conditions that have already been mentioned to you. Certainly I think we realize that the owners should be allowed to develop this and our concern would be that the property would be comparable and I think all of you can identify with that kind of situation. Most of us out there have invested a little bit more into our property. The smallest house out there that adjoins this is 2,600 sq.ft. of living and heated space plus a double car garage and a good size lot area there with it. These are maybe a little older. The one I mentioned was built in 1969, but they are in good repair and there is still a lot of pride in the neighborhood and we, as a neighborhood just like anyone else, want to go ahead and preserve what we have. Understanding that there is going to be development and certainly the traffic is a problem and it will be more of a problem, and we understand that too I think; but certainly you can see our desires of the safety and concerns that happen with this. Certainly, it was heart warming to hear Mr. Jorgensen mention that at least they were looking back to some larger sized lots because again, that is smaller numbers of homes and the opportunity to have bigger homes which means again that maybe you won't have as much rental and other traffic and

things like that that are generated that way. I wanted to share one quick situation that I did a few years ago and that was I built that house that I mentioned, the 2,600 sq.ft. house adjacent to the Guisinger property back in the spring of 1969. Mr. Guisinger came out and visited with me when I was a young 28 year old building that house. He was concerned what was going to happen there, just as we are here today. His concern was that he owned the property there, the near sixty acres and there was an old house, the bottom line was he was concerned and I understood that as a young man and built that house as a pretty good size house and a nice home and it has withstood the years. I know that he had plans of course that didn't come through. He had a home on there that he wanted to repair and move there and maybe retire when it came about and it did not come through for him. Consequently, the old house even had to be torn down. There are concerns and that is what we're voicing to you, concerns as neighbors and concerns that again, this is something that is going on in our neighborhood and we would ask that you use good judgment and try to remember us as you would remember yourselves in a situation like that. Thank you so much.

Hoffman: Thank you Mr. Luttrell. Is there anybody else?

Cash: Good evening, my name is Arlene Cash. I am at 788 N. 46th Avenue. I have lived there for about one year. I moved to 46th Avenue from the Hyland Park area looking for a community where there was proven concern over the safety of children. I came to my home with a five year old, a nine year old, and a twelve year old. There are several families within five houses of ours where there are young children and young families who have moved here for the express purpose of looking at a community that is of the size and nature that will allow children to cross the street in relative safety. I say relative because of this... we have found cars going up and down that street at 40 or 50 miles per hour going up to Hwy. 16. We have seen tremendous increase of traffic. I have only lived there for a year but there must be some community from where they are coming to get to Hwy. 16 up past the lot that is being discussed today. So many cars in fact that this morning I just sat there and counted and I did wait seven minutes, this morning on a summer morning, to get out onto Hwy. 16 because the traffic coming through at 8:15 this morning. I think about school busses coming down that way. I think about children scurrying across the streets, I worry tremendously about the number of cars that are coming up there, but most importantly when we were looking for a community to live in, we looked at the reports of 1998 and we saw the concern this group gave to having the appropriate infrastructure in place before putting families in homes at that level and that density in that area and I just never would've thought that those concerns would be

overlooked. In fact, I don't believe they will be overlooked now. I encourage you to look back at why it was not approved in the past, to think about the infrastructure necessary to support that, to understand that young families have moved there in the last three years because of the kind of community that is there and because of the lack of traffic and danger that we feel for our children and ourselves. I thank you for your consideration and really encourage you once again to go there, look at that community, watch the traffic, there is nothing like being there and look at the kids that are crossing those streets and think about the danger that might put them in with the situation. Thank you.

Hoffman: Thank you Ms. Cash.

Goff: I am Miller Goff. I have lived in that area for several years now. A lot of things you hear creeping this, and creeping that, and sometimes you don't notice what is creeping up on you. It wasn't this group but another group facing me up there that decided to buy some land in this neighborhood, less than a mile, well in fact, part of the property would be across a street corner connecting southwest and northeast of land that the City already owns for the purpose of building a waste water treatment plant. The road, 46th Street, have you been out there? Did you notice the lack of shoulders on 46th Street? You've only got one street to access on as is planned on at the present time, it is 46th Street. You've got two on 46th Street and one on Persimmon Street, but that is all saying the same thing, 46th Street. If it is possible there needs to be another way to let the people get in and out while we wait on that traffic light that has to happen. With the event of the sewer plant, we are going to get a lot of heavy trucks I am imagining. The street won't take that kind of treatment that is there. Something needs to be done now or else all of what my neighbors have just told you are going to get worse instead of better real quick. I want to compliment Mr. Jorgensen and Mr. Garriott for being somewhat more reasonable than other people have been when property in that neighborhood has developed. I believe that there may not be a vehicle for this suggestion, but I would certainly think that there are people in the neighborhood who would be willing to work with them as a committee on finalizing their plans that would solve the problems, or at least help solve the problem, make them less offensive to the neighbors who live there, if it could be worked out where those people could all work together and then come back and present to you a plan that perhaps has a better chance of being implemented without so much noise. Does that make sense Mr. Jorgensen?

Jorgensen: I hear you, it makes sense.

Goff: I believe it is possible that a street could be, another entrance back to Hwy. 16 could happen. I don't know that that is right but the way that the property lays there there is some more property to be developed who knows when that is going to need some access other than there on Hwy. 16. I think a little longer range planning might be beneficial to everybody concerned and this might could be done without as many shouting matches as there is likely to be if it goes on the way it is right now. Thank you very much.

Hoffman: Thank you Mr. Goff.

Shirley: My name is Greg Shirley. I live at 718 N. 46th Avenue and there is not a lot that I can add to that. Everything that has been said so far I agree with. I notice that some of the subdivisions such as this that have been built on Hwy. 16 so far tend to empty directly onto Hwy. 16. In this case it would empty directly through our neighborhood basically. Mr. Jowers called me to ask me to come to this meeting and I do know that he is concerned about it as well as the rest of us and I appreciate you all thinking real carefully for us about it. Thank you.

Hoffman: Thank you.

Calico: My name is Clifford Calico and I live at 5180 Persimmon, which just north of us, the property just comes back on the north of our property. Of course it has been stated before, we went through this in 1998, four years ago or whatever, and at that time, we haven't seen the proposed plot as to what is proposed behind our property, but previously they had planned to put a park or something of that nature. In any case, that is neither here nor there. We are retired, we don't have to fight that traffic at 8:00 every morning but on occasion we do have to go out on Hwy. 16 for one reason or another at 8:00 in the morning and it is dangerous to get out on Hwy. 16. It is just as tough to get back on Hwy. 16 because you have to cross the traffic that is coming into town. We don't need anymore congestion than what we've got out there. Now we know that that property sometime is going to sell. The owners have a right to sell it and it is going to sell sometime but we would like to see it developed in such a way that there is a minimum of congestion and better access to it. You said something about maybe there is going to be two accesses to it, one off Persimmon, we haven't seen any of this and don't know what that is but in any case, I just wanted to ask you to vote against this until the infrastructure has been brought up to a level to where we alleviate some of this traffic congestion. You just can't believe how tough it is. I guess we get a lot of traffic that comes in off that 648 through Farmington through there that comes up on 46th. Out in front of our house we don't get quite as much of that as the

folks that live on 46th but it is just a continuous stream of traffic in and out of there. We would just ask that you vote against this as is proposed now until the infrastructure is improved. Thank you very much.

Hoffman: Thank you Mr. Calico. Is there anybody else that would like to address us on this rezoning? Once I close public comment you won't have a chance to come back up here so if anybody else would like to speak. Once I close public comment that's it, we'll just be having discussion between the applicant and the Commission so I just wanted to make sure if anybody else would like to speak now is the time. Ok, seeing no one else, I will close public comment. Dave?

Jorgensen: I meant to mention that 46th Street and Persimmon will have to be improved in accordance with city regulations. We are talking curb and gutter and widening, whatever is required by the City and storm drainage. I agree, that right there would be kind of tough to accommodate all of the traffic without the widening and that kind of stuff right there so I just wanted to point that out that that is something that will have to be done.

Hoffman: Thanks Dave, Commissioners?

Bunch: Tim, could you tell us what designation Persimmon has on the Master Street Plan and also if there are any additional plans on Persimmon and 54th and 46th associated with the Waste Water Treatment Plant project?

Conklin: The Waste Water Treatment Plant has not been brought forward to the Planning Commission at this time. It will in the near future. I don't have that information this evening. With regard to the designation, Persimmon is designated as a collector, 46th is designated as a collector. You may recall with the Boys and Girls Club, right of way was dedicated as part of that plat and Persimmon was actually built as part of Lindsey's project off of Shiloh Road, that part of Persimmon so it is on the Master Street Plan to be built.

Bunch: So we don't know yet what the plans are for 54th and 46th associated with the trucking from the Waste Water Treatment Plant?

Conklin: That has not been brought through the planning process at this time.

Bunch: At one time I think there was some mention of a southern route.

Conklin: I am not going to guess on that because I have not sat down with engineers and the Public Works Director and we have not brought that through and it

would just be a guess at this time to make any statements with regard to how they are going to access that facility.

Bunch: Thank you.

Ward: Tim, on the findings of fact by the staff, could you kind of go over that as far as the findings on rezoning, findings of traffic, and so on?

Conklin: Sure. This area that we are looking at potentially rezoning, there was a large annexation that went out to Double Springs Road in 1982 so this area was brought into the city about 20 years ago. Since then, we've seen development occur on both sides of Wedington Drive. We have seen developments are zoned R-1, R-1.5, R-2, typically your single family home development zoned R-1, minimum lot width is 70', 8,000 sq.ft. With regard to the findings that we looked at, this is an area that the City of Fayetteville cost shared to improve Wedington Drive. 1.8 million dollars was our cost share for that. We are spending another million dollars to help with the Boys and Girls Club. This is an area that is being urbanized. R-1 zoning is your typical zoning designation that you see for single-family homes. It is an urban type residential neighborhood that you get. We have recently seen other development on this side of town. Bridgeport, the final plats have recently been approved off of Mount Comfort Road off of 51st Street we have seen a couple more annexations and R-1 development occurring. It is consistent with our land use plan with regard to residential and the urban type of development that we're looking for.

Ward: What about the traffic?

Conklin: With regard to traffic, we did classify our streets as part of the Master Street Plan update back in 1995, this street is shown as a collector street. It is not currently built to those standards but onsite and offsite improvements would be addressed at the time of development. The traffic with a collector is 4,000 to 6,000 vehicles per day. This is something that we do look at and address. It is not designed to be a four lane street, it is designed to be a two lane street, it is a 36' street that allows turn lanes at intersections and allows parking on both sides.

Ward: Ok, thanks.

Hoffman: I have a couple of questions Tim. Could you tell me which elementary school will serve this development?

Conklin: Asbell elementary. The school district boundaries are somewhat odd I say that because south of Persimmon it is Jefferson school district. Just as a point of some information that I can give you tonight.

Hoffman: It is Asbell then?

Conklin: I believe it is Ramey Junior High.

Hoffman: Where is the nearest fire station?

Conklin: The nearest fire station would be Eagle Street.

Hoover: I just want to make a comment. At subdivision, because we didn't know there was any opposition, we didn't ask for the developer to meet with the neighbors and I am a little concerned that since we do have some opposition, it sounds rather friendly like this is certainly going in a better direction than it was a couple of years ago but I am hesitant to vote for this until they do have some communication. I think it is probably not possibly as bad as what they think it might be but I don't know how other Commissioners feel about that. I hate for it to end up being appealed to the Council again and going through that whole process.

Hoffman: Have the neighbors seen this plat or no?

Jorgensen: No.

Conklin: Just a point of clarification, this is a rezoning and it did not go through the Technical Plat, Subdivision Committee process. We do encourage applicants to meet with the neighborhood associations. We do encourage them to register with our Community Affairs office because there is no way for us to know if they are not registered to get that information out to the developers. We are trying to make progress in bringing together the applicants and the neighborhood associations. I encourage any of the neighbors out there that have a neighborhood association to get with Maureen Hoover and we will give you updates to our Planning process.

Hoffman: I want to remind the applicant that we have eight Commissioners here tonight and a rezoning requires five positive votes so after you hear the discussion it is your call if you would like for us to table it or not.

Motion:

Estes: This of course is a rezoning request. Each of the issues which have been so well articulated through public comment will be considered and action

will be taken when we look at the Preliminary Plat and the Large Scale Development. I certainly agree with each of the individuals that have come forward and provided us with public comment. I share your concerns. The fact is that we participate in a free market economy. I would not want to participate in any other economy. Because we do, private development always precedes the need for public infrastructure and that is exactly what we're dealing with here. We must focus on the fact that this is a rezoning request. The material that we have from staff and the specific findings of fact which we must make in accordance with the Unified Development Ordinance tell us that this property is consistent with the 2020 plan, that the site has access to collectors and principal arterials, and that the proposed rezoning is justified in that it keeps with the future land use plan. We are told that the proposed zoning will increase traffic but should not appreciably increase traffic danger or congestion. I understand that that is a subjective finding in that the great majority of you who have offered public comment disagree with that. We are told that the proposed zoning will increase population density but should not undesirably increase the load on public services. Again, I understand that this is a subjective finding and that the great majority of you who have offered public comment disagree with that. We are told that it is impractical to use this land for any other purpose than is presented or permitted under its existing zoning classifications. It is for these reasons that I am going to do the same that I did in April of 1998 when we heard this once before, and that is move for approval of RZN 02-15.00.

Hoffman: I have a motion by Commissioner Estes.

Ward: I will second.

Hoffman: I have a second by Commissioner Ward.

Conklin: Is that subject to the Bill of Assurance offered by the applicant?

Estes: Yes.

Ward: I think that since this has had trouble in the past I think it is pretty unique that we do have a Bill of Assurance already on the table that kind of delineates a lot of the problems that were before and that there are going to be larger lots, a lot less density than what was proposed earlier. With that, I am definitely going to be for this R-1 zoning on this particular piece of property.

Hoffman: Is there anyone else?

Bunch: Since typically the City Council has been taking three readings on the rezonings, this will give adequate time for public comment and also for the neighbors to get in contact with the developer and with the developer's engineer. To expedite the process and to insure that the neighbors and the developers will have an opportunity to talk, I will also be supporting this recommendation to the City Council for the rezoning.

Shackelford: Obviously I will be in support of it for the reasons already stated. I would like to address however, the applicant and encourage them to get involved with the neighbors who have voiced these concerns. These concerns will come before us again in Preliminary Plat or Large Scale Development and it would be a lot better if we are all on the same page and have addressed those prior to that point. Thank you.

Hoffman: I will weigh in. I am concerned about the determination of the increase in traffic congestion and associated danger with that. The fact that Wedington is not four lane to this point is my concern. I do travel that area. I can not support the rezoning request at this time but I do want to say that I think that Mr. Jorgensen is certainly headed in the right direction and I want to be very encouraging about the, I'm assuming, ongoing dialogue that you will be having with the neighbors. I just won't be voting for the rezoning at this time. Is there any further discussion? Renee, would you call the roll please?

Roll Call: Upon completion of roll call the motion to forward RZN 02-15.00 was approved by a vote of 6-2-0 with Commissioners Hoffman and Hoover voting no.

Hoffman: The motion carries on a vote of six to two. Thank you everybody for coming down.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Shelli Rushing, Associate Planner
THRU: Tim Conklin, A.I.C.P., City Planner
DATE: June 6, 2002

RZN 02-15.00: Rezoning (Garriott, pp 437/438) was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Larry Garriott for property owned by John & Louise Sager, Paul & Bernice Guisinger, RD & Kay Kight, Jean Ann Jones, James Guisinger, and Peggy Jones and located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential.

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION:	Required <u>YES</u>	☐ Approved	☐ Denied
Date: June 10, 2002			
CITY COUNCIL ACTION:	Required <u>YES</u>	☐ Approved	☐ Denied
Date: July 2, 2002			

BACKGROUND:

The site is located south of Wedington Drive (Highway 16) and west of 46th Avenue. Persimmon Street is the south boundary of the site and 46th Avenue is the east boundary. The applicant proposes that various stub outs will be provided on both 46th Avenue and Persimmon Street, both of which are designated as collector streets on the Master Street Plan.

The site is currently a vacant field with six property owners, all of whom have signed the application form. Approximately 700 feet of the western portion of the property is in the floodplain of Owl Creek. There is a heavily wooded area along the north boundary. The site is flat with a few trees along the western portion.

The site and surrounding area are designated as residential in General Plan 2020. Agricultural and residential land uses currently exist in the area. There are two residential neighborhoods within ¼ mile of the site: Meadowlands to the east and Fieldstone to the north. A single family residence is located to the southeast and a barn is directly south. Large acreage single family residences are located to the west.

A request to rezone this property from A-1 Agricultural to R-1 Low Density Residential was brought before the Planning Commission in April 1998. Residents presented concerns about traffic, drainage, and lot sizes. The Planning Commission denied the request with a vote of 4-4-0. The applicants appealed to City Council. City Council denied the appeal on May 5, 1998.

SURROUNDING LAND USE AND ZONING

North: Agricultural, Residential / A-1 Agricultural and R-1 Low Density Residential
South: Agricultural, Residential / A-1 Agricultural / Other areas are in Washington County
East: Agricultural, Residential / A-1 Agricultural
West: Agricultural, Residential / A-1 Agricultural

INFRASTRUCTURE:

Streets: North: Wedington Drive is approximately ½ mile north / Principal Arterial
South: Persimmon Street / Collector
East: 46th Avenue / Collector
West: 54th Avenue is approximately ½ mile west / Collector

Water: The developer will have to extend water to the south along 46th Avenue and west along Persimmon Street.

Sewer: An 8" sewer line is located along the west of the property along Owl Creek.

LAND USE PLAN: General Plan 2020 designates this site as 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.

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: General Plan 2020 designates the site as Residential. R-1, Low Density Residential is consistent with the Future Land Use Map. The site is also consistent with section 9.8.f of General Plan 2020, which states:

9.8.f Site new residential areas accessible to roadways, alternative transportation modes, community amenities, infrastructure, and retail and commercial goods and services.

The site has access to collectors and principal arterials which link it with retail and commercial goods and services. Water and sewer services are located nearby to provide service to the site.

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

Finding: The proposed rezoning is justified as it is in keeping with the Future Land Use Plan. The residential zoning is necessary to build residential lots with less than two acres.

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

Finding: The proposed zoning will increase traffic but should not appreciably increase traffic danger or congestion. Using the Institute of Transportation Engineers Trip Generation software, for 232 single family units on this site (57.82 acres x 4 families/acre, as allowed by the UDO), the average weekday volume is 2,220 trips and the average Saturday volume is 2,341 trips. There are currently no traffic counts for the two collector streets (46th Avenue and Persimmon Street) and based on existing density, traffic counts should be relatively low. Therefore, the collector streets, designed for 4,000 to 6,000 vehicles per day, should adequately accommodate the potential 2,300 trips generated by this site.

Additional traffic generated by the site will not exceed the design capacity for the principal arterial street, Wedington Drive, ½ mile north. Arkansas State Highway and Transportation Department 2000 traffic counts for the segment of Wedington Drive west of 46th Avenue is 1,700 and for the segment east of 46th Avenue is 13,000. Each segment should adequately accommodate the additional 2,300 trips per day since principal arterial streets are designed to accommodate between 17,000 and 20,000 vehicles per day.

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

Finding: The proposed zoning will increase population density but should not undesirably increase the load on public services, including schools, water, and sewer facilities. On this site, the maximum number of units for a single family development is 232. Using 2000 Census data for Fayetteville that indicates there are 2.21 persons per occupied unit, the estimated population for a single family development is 513. If the zoning were to remain as A-1, Agricultural, the estimated population for a single family development would be 65.

R-1, Low Density Residential – Single Family

Maximum number of units = 57.82 acres x 4 families/acres = 232 units

Estimated population = 232 units x 2.21 persons/occupied unit = 512 persons

A-1, Agricultural – Single Family

Maximum number of units = 57.82 acres / 2 acres = 29 units

Estimated population = 29 x 2.21 = 65 persons

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

*From Chapter 161: Zoning Regulations
City of Fayetteville, Unified Development Ordinance*

§161.03 DISTRICT A-1 AGRICULTURAL.

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

B. Uses.

1. Permitted Uses.

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

2. Uses Permissible on Appeal to the Planning Commission.

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

C. Bulk and Area Regulations.

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

D. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
35	20	35

E. Height Requirements. There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required yard lines.

(Code 1991, §160.030; Code 1965, App. A, Art. 5(I); Ord. No. 1747, 6-29-89)

From Chapter 161: Zoning Regulations
City of Fayetteville, Unified Development Ordinance

§ 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. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 4	Cultural and Recreational Facilities
Unit 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.

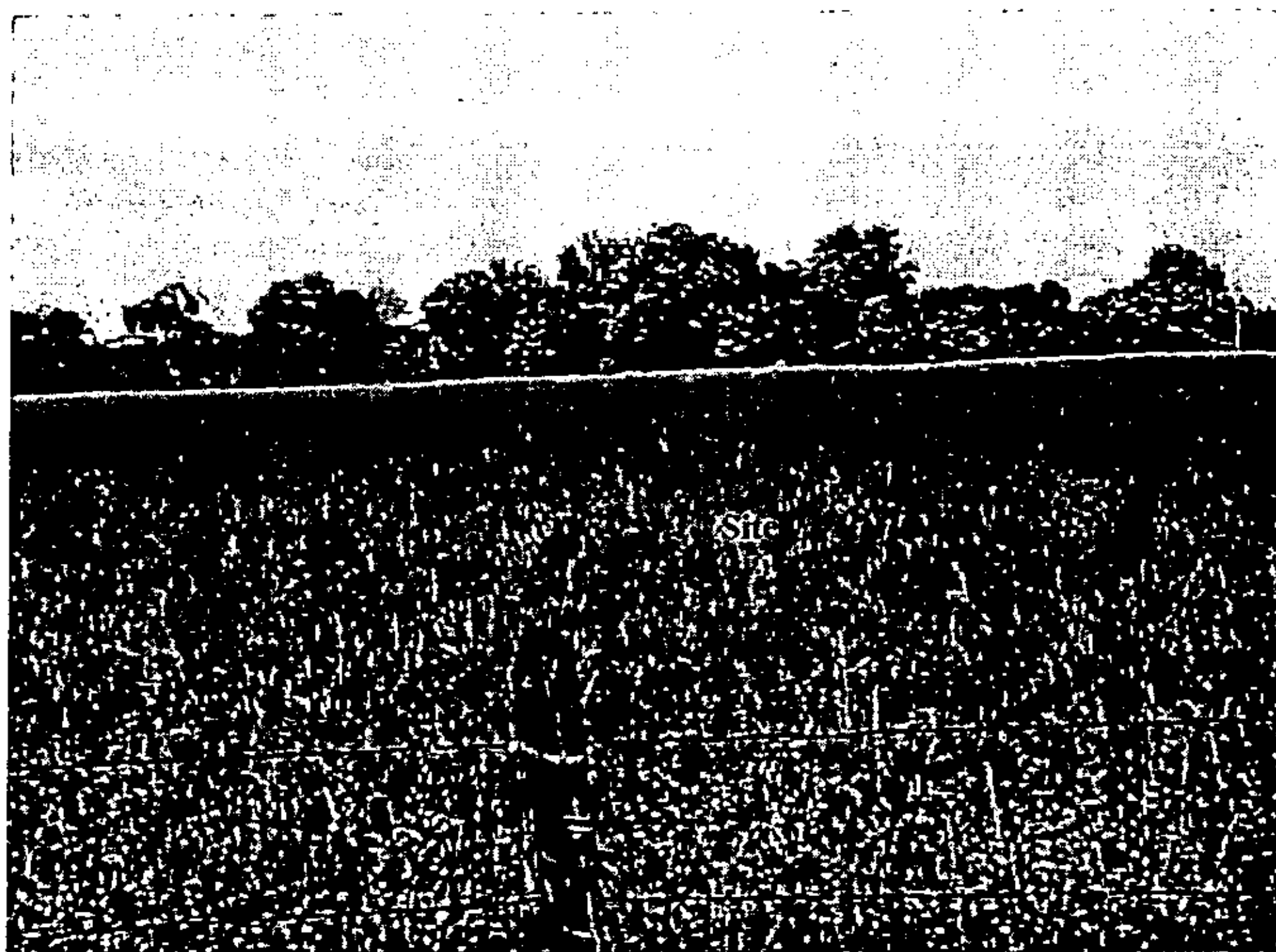
	Single-Family	Two-Family
Lot Minimum Width	70 ft.	80 ft.
Lot Area Minimum	8,000 sq. ft.	12,000 sq. ft.
Land Area Per Dwelling Unit	8,000 sq. ft.	6,000 sq. ft.

E. Yard Requirements (feet).

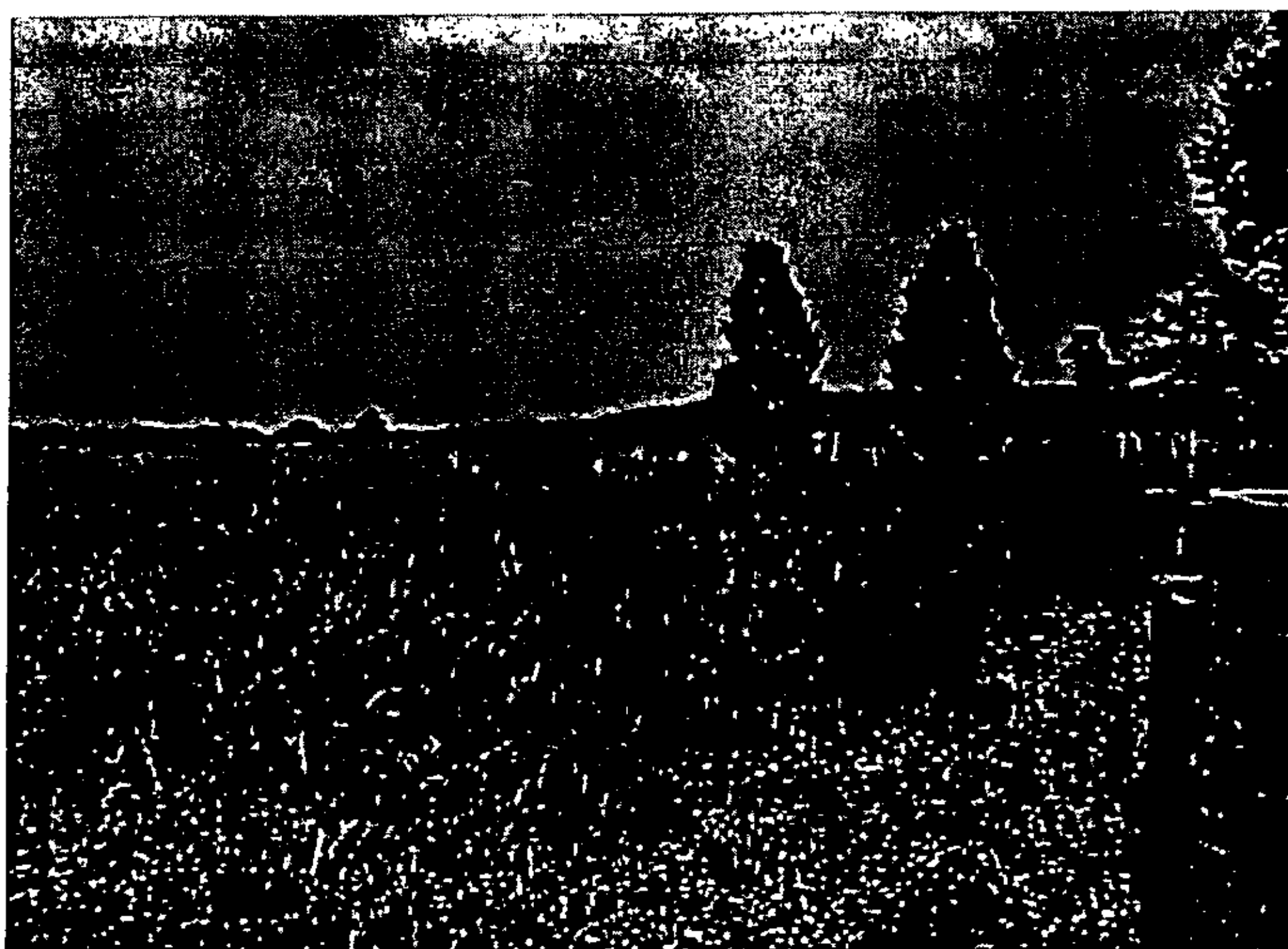
FRONT YARD	SIDE YARD	REAR YARD
25	8	20

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)

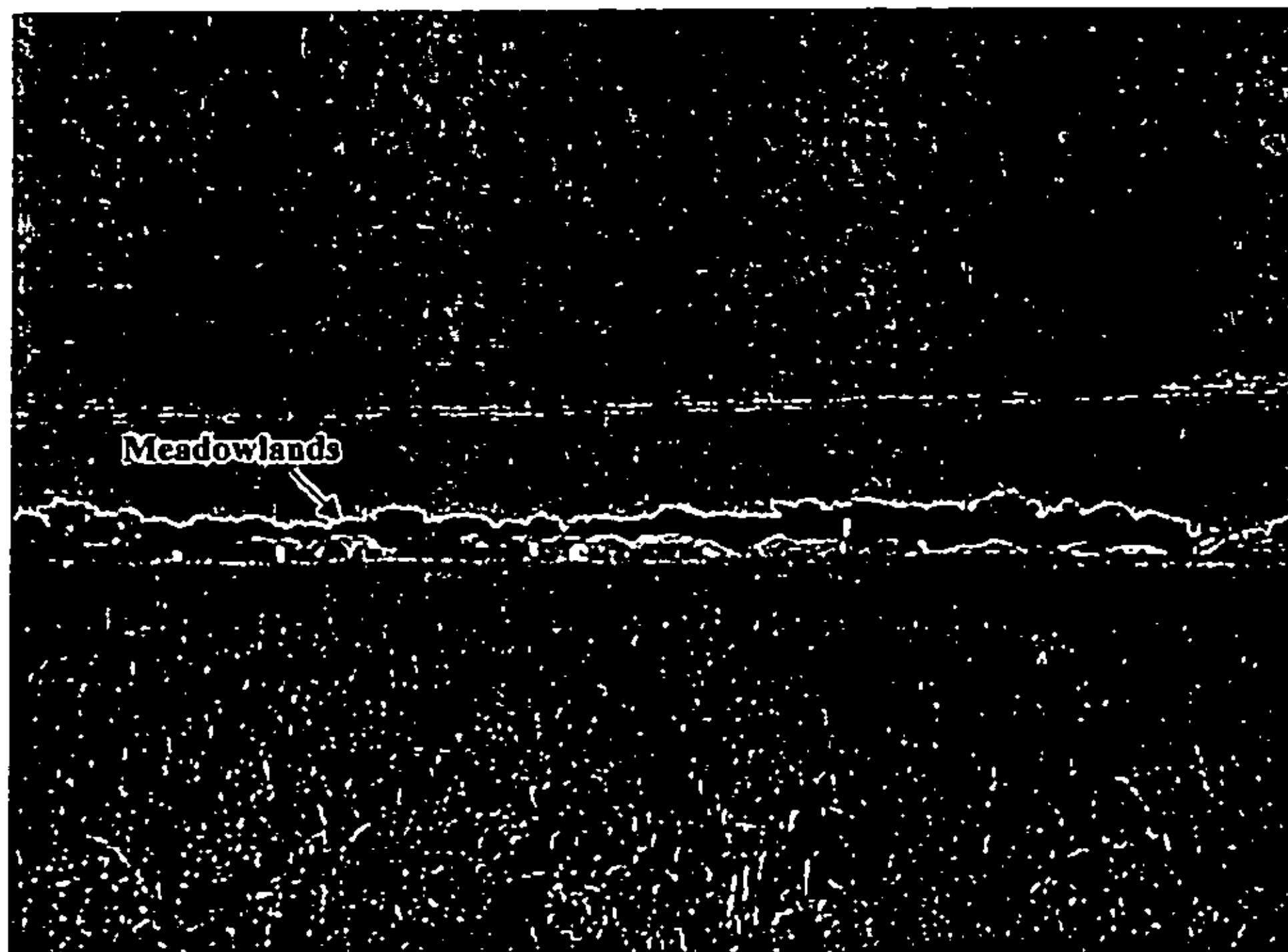


Looking north at site.



46th Avenue

Looking east from site.



Looking northeast from site.

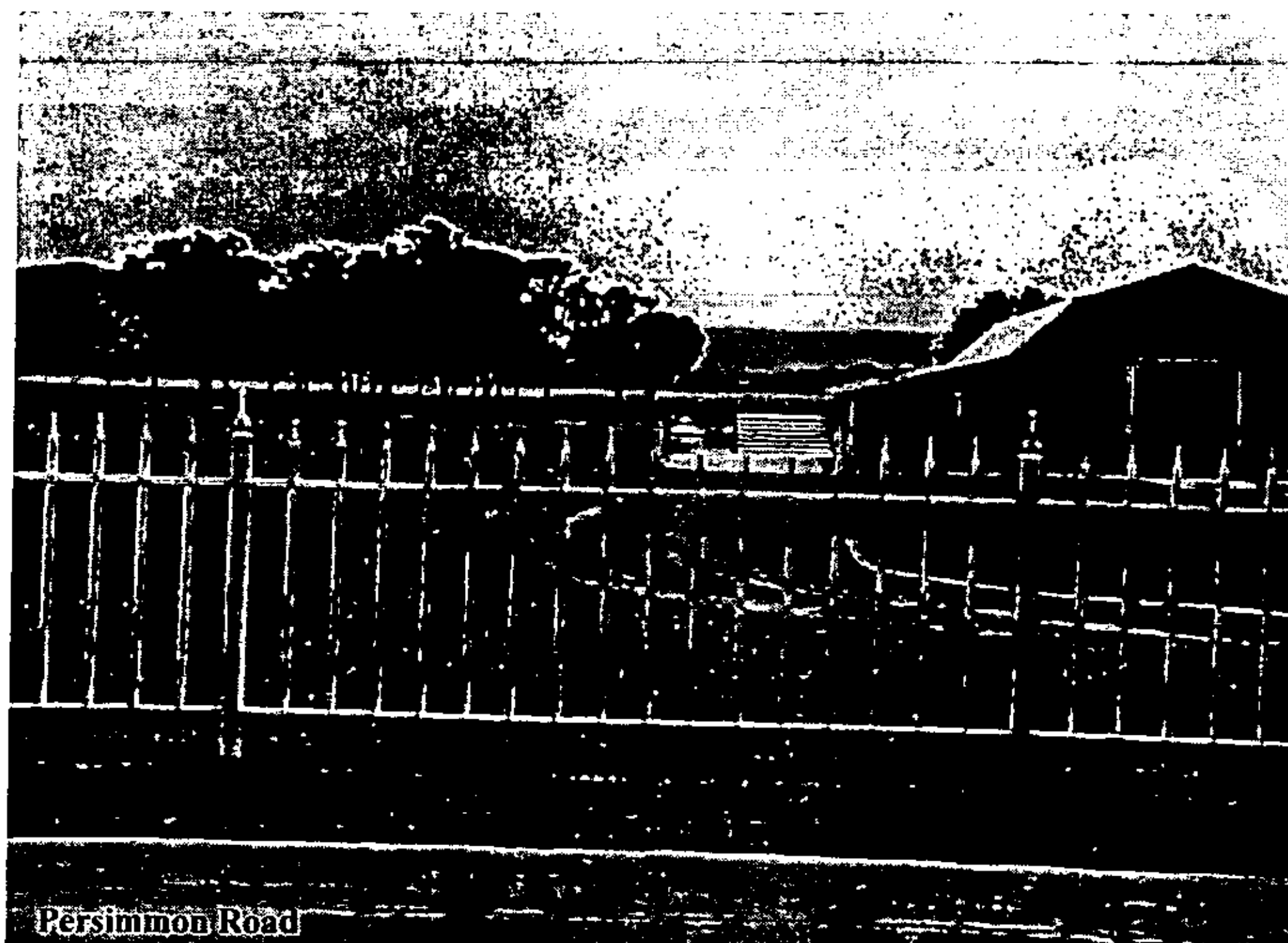


Looking northwest from site.

Persimmon Road

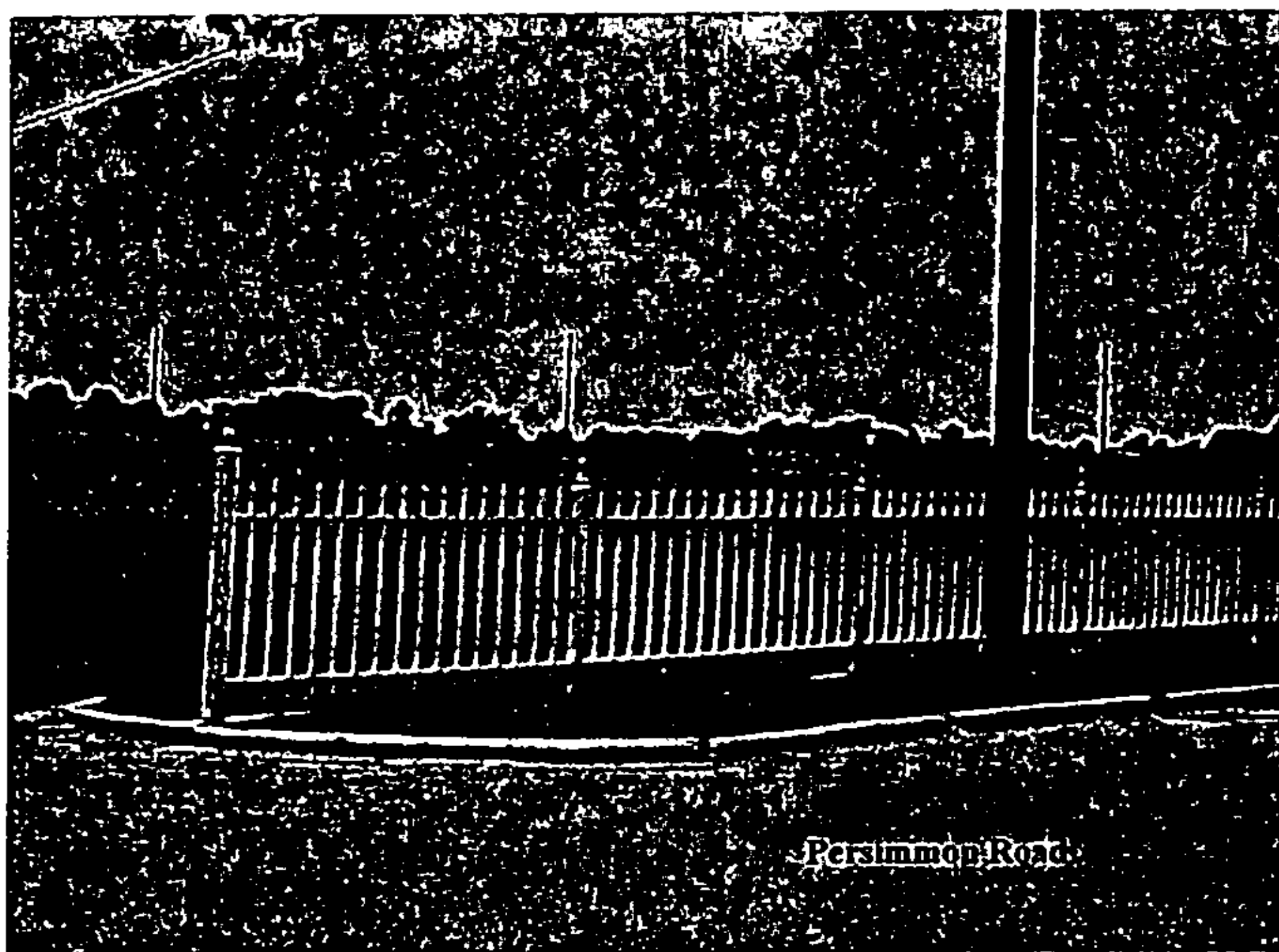


Looking west from site.



Persimmon Road

Looking south from site, south of Persimmon Road.



Looking southwest from site.

RZN 02-15.00: Rezoning (Garriott, pp 437/438)

Summary of Trip Generation Calculation
For 232 Dwelling Units of Single Family Detached Housing
June 03, 2002

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume 9.57		3.69	1.00	<u>2220</u>
7-9 AM Peak Hour Enter	0.19	0.00	1.00	44
7-9 AM Peak Hour Exit	0.56	0.00	1.00	130
7-9 AM Peak Hour Total	0.75	0.90	1.00	174
4-6 PM Peak Hour Enter	0.65	0.00	1.00	151
4-6 PM Peak Hour Exit	0.36	0.00	1.00	84
4-6 PM Peak Hour Total	1.01	1.05	1.00	234
Saturday 2-Way Volume	10.09	3.67	1.00	<u>2341</u>
Saturday Peak Hour Enter	0.51	0.00	1.00	118
Saturday Peak Hour Exit	0.43	0.00	1.00	100
Saturday Peak Hour Total	0.94	0.99	1.00	218

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 6th Edition, 1997.

TRIP GENERATION BY MICROTRANS

April 21, 1998

Jeff Erf, Fayetteville citizen, asked if the City would have exclusive rights to the community room.

Alderman Williams thought it would be dependent on whatever the lease agreement is with the A&P Commission.

Sue Clemons, citizen, asked if there would be a problem with the issuance of the bonds if the City dedicated a room to local usage. She was informed this will be researched.

Alderman Miller moved to table the ordinance. Alderman Zurcher seconded. Upon roll call, the motion carried on a vote of 8 to 0.

RAZE AND REMOVAL/2173 DEANE STREET

Mayor Hanna introduced approval for raze and removal of structure at 2173 W. Deane as per ordinance 3948.

No representative of the property owner was present.

Alderman Schaper stated the Council has additional documentation that notice was served.

Kevin Crosson, Public Works Director, stated there has not been any further activity.

Alderman Daniel moved the Council approve the raze and removal. Alderman Schaper seconded.

There were no comments from the audience.

Upon roll call, the resolution carried on a vote of 8 to 0.

RESOLUTION 50-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

NEW BUSINESS

RZ98-7.00 APPEAL/DYKEMA

Mayor Hanna introduce an appeal of rezoning request RZ98-7.00 submitted by Michele Harrington on behalf of Mark Marquess and Dan Dykema for property located at the southwest corner of 46 St. and Persimmon and contains approximately 60 acres. The request is to rezone the property from A-1, Agricultural, to R-1, Low

April 21, 1998

Density Residential.

Alderman Pettus stated she would abstain because of an attorney-client relationship.

Alderman Young stated a person involved is a client of his company and he would not participate in the discussion and would abstain on the vote.

Alderman Schaper had it confirmed that this was an appeal by right and did not need to be voted on.

Michele Harrington, attorney, stated this is an appeal from a 4-4 vote of the Planning Commission, a close call at that level. Staff had recommended this rezoning. The 2020 Plan designates this parcel as residential. She explained the situation of the property and its relation to other subdivisions. It is inside the city limits and utilities are present on the site. There is an R-1 parcel immediately to the north of this parcel; it will not be the first R-1 in the area. The remaining surrounding land is residential in use. There will be a 5-acre neighborhood park. The developer will improve half a mile of frontage. They expect to build about 15% fewer homes than would be permitted under R-1 density. The present usage developed without sewer, which is the reason for the larger lots. This is a flat parcel and is the kind of parcel not inclined to large lots. The traffic of this subdivision would go north on 46th. There will not be a large flow turning left in the morning hours. Wedington is being widened near there and may be widened further due to growth in the area.

Ms. Harrington stated the developer will consider entering into a bill of assurance regarding density, so that he doesn't go over a certain number of lots. He can also consider fencing around the property. There could also be no drives entering onto the street.

Ms. Harrington stated there is less than a one-year supply of available lots in this growth area of the city. This development would follow the normal growth the staff has considered in the sewage treatment time frame.

Ms. Harrington pointed out one of the important considerations for landowners is to be able to use their land in the highest and best use they can. That is what this family is trying to do.

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Ms. Harrington stated the drainage around the area will be channelled. The neighbors to the immediate southwest will benefit from this, as it is channelled into Owl Creek.

Cyrus Kooshesh, citizen, expressed concerns about the traffic. He stated the immediate neighboring houses average over 25,000 sq. ft. He stated he would ask the builder to use larger lots and build larger homes. The drainage now is a problem.

Bill Jowers, 452 N. 46th Street, understood this project is for 206 homes. He would like to see fewer houses. Traffic will also be a problem. He has noticed a lot more water in the creek than in the past, because of the development already there.

Greg Spencer, realtor, addressed the number and size of houses. In researching the multiple listing for Northwest Arkansas he found one house on the market west of the bypass that would fit into this market. There were seven lots available. There is a need for this size house on the west side of Fayetteville.

Gary Adam, an area resident, expressed the difficulty of accessing the highway, because of the heavy traffic. He suggested constructing the four-lane highway past 46th Street. He believed there was enough affordable housing in the area. He asked that the developer consider higher priced housing.

Steve Estu, Engineering Design Associates, addressed the drainage issues. He stated the development's drainage would be taking their water directly to Owl Creek, which would bypass two property owners. The subdivision would be contributing to the traffic problem. 46th Street was shown as a collector street on the Master Street Plan. He believed the subdivision would improve the streets in the area.

Tom Sagger represented the owners. He stated the property had been in his wife's family for over 100 years. The property was owned by elder people. He stated the traffic problem was all over Fayetteville. The Wedington Sewer Improvement district went with the property. They had been paying for the Sewer Improvement District since the beginning. He asked the Council to consider the R-1 rezoning request.

A citizen who lives on Persimmon Street expressed concern about homes and bridges flooding along Owl Creek. He does not believe all the water can be contained from the subdivision. He believes the owners have a right to develop their property; however, the

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area needs nicer homes. There is plenty of affordable housing in the area. He added if people can afford nice homes on the east side of town, they can afford it on the west side of town.

Alderman Schaper questioned the amount of street frontage the property had.

Mr. Mark Marquess, developer, replied the property had approximately one quarter of a mile of frontage on 46th Street as well as a quarter of a mile along Persimmon Street.

Alderman Schaper expressed concern about the subdivision only having one access. He noted the city had required more ingresses and egresses on other subdivisions.

Mr. Marquess listed a number of subdivisions in the area with only one entrance. He did not believe the subdivision had an usual design. He noted three stubouts had been planned to the north for the future development of the adjacent property. He believed it was in line with the way the other development occurred in town.

Alderman Daniel stated she was concerned about connections because they have seen so many cul-de-sacs in the past. It has created problems. The City now insists on more connections. She noted stubouts do not mean a street will be connected in the future. Once people move into the neighborhood, it is hard to make the connection.

Mr. Marquess stated he was not asking for anything out of the ordinary. They are trying to be reasonable. Accessibility and traffic problems are common all over town. He asked the councilmen if they have noted what has happened to Fayetteville within the last four years in regard to residential growth and new homes sold compared to cities to the north. Fayetteville has lost new housing starts; it has decreased over the last three years. Of Fayetteville, Springdale, and Rogers, we are the only town to lose housing starts.

In response to questions from Alderman Schaper, Mr. Marquess stated the stubout locations would be determined by the Planning Commission during the large scale development.

Mayor Hanna asked which school district the property is in.

Mr. Sagger replied the west 20 is in the Farmington School

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district.

Mayor Hanna noted some of the traffic would turn toward Farmington, which would help the traffic situation.

Alderman Schaper cautioned Mr. Marquess that the sewer plant could still be located in the area.

Mayor Hanna called a point of order. He stated the Council was hearing the appeal; however, it needed to come before the Council as an ordinance.

Alett Little, Planning Director, agreed. The item came to Council as an appeal from the petitioner, rather than a recommendation from the Planning Commission. It is an amendment to the zoning ordinance and would have to be amended by appeal. The appeal would be considered through the ordinance process. The item needs to be placed on its first reading then go through three readings.

Assistant City Attorney LaGayle McCarty read the ordinance for the first time.

Alderman Trumbo asked Charles Venable, assistant to the Public Works Director, for his opinion on the impact of the traffic generated by the development.

Venable replied the traffic generated would depend on the school district. Each home would generate eight to ten trips per day. Two hundred homes would generate approximately 2,000 trips per day.

Alderman Schaper asked what the traffic count is on the highway.

Venable stated that section of the highway carries approximately 7,000 trips a day. 7,000 on a two-lane is not too bad. The highway could carry approximately 14,000-16,000. The need for four-lane in the area can not be justified at the present time. The sections under construction now will help the situation.

Alderman Schaper stated the problem with the traffic would not be the capacity of the road, but would be the left turn lane.

Venable replied it might be possible to have a left turn lane installed.

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Alderman Schaper asked if the left turn lane could be required as on off-site improvement.

Little replied the Planning Commission would have to make the determination and the Highway Department would have to agree.

The item was left on the first reading.

HUMAN DIGNITY POLICY

Mayor Hanna introduced a resolution declaring the Human Dignity Policy of the City of Fayetteville and establishing the Fayetteville Human Dignity Council.

Alderman Zurcher read the resolution. He stated he had been working on the resolution for over a year. He stated the city had seen an unprecedented amount of growth. With growth always comes problems. A lot of the problems come from different groups of people living together in the same community. The resolution deals with a lot of those problems, not in a reactive way, which has to do with the courts, but in a proactive way, which has to do with education and public forum and getting material out to the public on how to live with the different groups and how to live in peace. Alderman Zurcher stated if it were up to him, he would pass the resolution as presented; however, he had seen some opposition on the Council. Some had questions with some merit about two parts of the resolution.

Alderman Zurcher stated one point of opposition is has to do with the City's bidding procedures. To him, the City should use its power of persuasion to make sure everyone treats people right. The best way to do this is through the pocketbook.

Alderman Zurcher stated the other section of the resolution he has heard comments and fears about is the section regarding the Human Dignity Council. Some people were afraid this committee would have enforcement powers. He had not written any enforcement power into the resolution, trying to get away from a system of fining people who discriminate.. He does not want to go that way.

Alderman Zurcher stated that before the Council began to discuss the resolution, he wanted to propose an amendment to it. The amendment would be to strike Section 1 (B) and (C) as well as Section 2. He stated he would like to see these thing later. He stated he would like to make the amendment in the form of a

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motion.

Alderman Zurcher stated he would like to mention that the University of Arkansas of Fayetteville has a policy very similar to this resolution. Their policy includes all of these groups. He believes the County would also have a similar policy. He added the City is not currently discriminating against these human conditions. He believed they needed to have it on record in case future councils and administration are not as fair as this one.

Alderman Williams asked Alderman Zurcher to define "familial status."

Alderman Zurcher replied "familial status" was the marital status.

Alderman Miller added the term could also mean non-traditional families.

Mayor Hanna asked how the City of Fayetteville would know this.. If someone were to apply for a job, how would the City know their sexual orientation.

Alderman Schaper responded that the City is still a small town. A lot of people know other people and they talk about other people.

Mayor Hanna stated he does not feel the City of Fayetteville needs to aspire to the higher standards of the University of Arkansas and the public schools because they have already gone there.

Alderman Daniel presented policies from the University and the County. She added the Affirmative Action Equal Employment Opportunity of the University mentions that they do not condone the discriminatory treatment of students or faculty based on age, disability, ethnic origin, marital status, race, sex, or sexual orientation, and any of the activities, etc. Washington County stated it was their policy to provide employment opportunities to all qualified persons, to prohibit any discrimination against any employee or applicant for employment because of race, color, religion, sex., age, national origin, sexual orientation, political affiliation, veteran status, or disability.

Alderman Pettus noted neither of the policies mention the word

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ancestry. She questioned how that is different from race or national origin.

Alderman Zurcher replied it would be if they come from a certain family.

Alderman Williams asked if some departments have age requirements, such as firemen.

Mayor Hanna replied there are age requirements for firemen and policemen.

Ben Mayes, Administrative Services Director, stated the City follows all State laws on age requirements. He noted there are five Federal laws which cover all of these. The City has a non-discriminatory policy. He was not sure of the wording.

Assistant City Attorney McCarty read the City's policy, "City employment shall be on the basis of merit, including such factors as abilities, capabilities, aptitude, and experience, without regard to race, sex, color, national origin, religion, age, or political affiliation."

Alderman Miller noted the resolution would add "familial status" and "sexual orientation" and "ancestry" to the hiring policy. He commended Alderman Zurcher for bringing the resolution forward. The resolution does nothing but put into words what the City is already doing. He stated he did have some problems with the committee and the part forcing bidders to abide by the City's hiring practices. In the same way, he has a problem with the United States telling other countries they can not trade with Cuba because the United States does not approve of the way they are doing business. He had been with the civil rights organization during the '60s and did not support the Vietnam War. He sees this as an on going process to get rid of personal hates and fears and learning to live together.

John Adams, citizen, stated Alderman Miller was waffling in his support. He stated Alderman Zurcher's amendment gutted the resolution. It removed all economic sting and all power of persuasion. He stated the City of San Francisco has a wider ranging ordinance that has been held up in Federal court. He suggested Alderman Zurcher withdraw his amendment to the resolution and add the exemption of companies engaged in interstate commerce. He felt it was shameful for the Council to look through other ordinances or for other justification for a

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decision that they should make. He felt they were looking for excuses and abandoning their responsibility to lead. He felt this would be a good start. He urged Alderman Zurcher to withdraw his amendment to the resolution.

Alderman Zurcher explained he had mis-spoke in referring to the change as an amendment. The resolution was being considered as changed; an amendment was not being considered.

Alderman Miller explained he was against the committee because morality is a personal issue. He believes eating animal flesh is a sin. He would not be a part of a committee that would impose morals on other people.

Mr. Gene Fulture, pastor of Calvary Baptist Church, asked Alderman Zurcher why this is needed, if the City is currently practicing it.

Alderman Zurcher replied this Council and administration are fair and just and do not discriminate, That may not be true in the future with a different Council and administration. He felt the city should be proud that they are a tolerant place to be. It is good for business and a good example to other cities.

Mr. Fulture asked if all the employment rights in the proposed resolution were already protected under current Federal law.

In response to questions from Mr. Fulture, Alderman Zurcher stated he would not pursue the resolution if the phrase "sexual orientation" were removed.

Mr. Fulture stated the City has more important business to attend to than to delve into the sexual orientation of its citizens. He felt the City is to take care of streets and other similar items.

Alderman Zurcher replied it is the City's responsibility to ensure fairness to all its citizens.

In response to questions from Mr. Fulture, Alderman Schaper asked the speaker to address the item on the floor.

Mr. Fulture stated the issue of sexual orientation should never be brought up. He did not believe the City needed more bureaucracy. He asked how this would affect our children, if the City were to place a stamp of approval on this kind of sexual

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orientation.

Mr. Rhett Beard, Unitarian minister, stated he had worked closely with Alderman Zurcher in the creation of this resolution. He believed the resolution could be a good and positive, healthy and honorable thing for the City to do. He believed the passage of some form of this resolution would provide a positive statement of policy that affirms the worth and dignity of all people. He commended the City on not discriminating and invited the City to announce it proudly to the community and state that they advocate basic human justice and fairness.

Frank Perigine, English Professor, stated a resolution of this nature was needed. It would be nice for Fayetteville to let everyone know that the City wants to see open dialog and that no one would be harmed professionally or personally if they were to speak out on an issue. He asked the City to reconsider the ideal of a Human Dignity Council. He felt the committee could do a lot of good things. They could solve problems of discrimination and racism. The City needs to provide a forum for citizens to work out their differences, without resorting to lawsuits.

Gary Carnahand stated the City has always selected bids on qualifications and price. He was surprised the city was willing to state there was something more important than price and qualifications. He stated the intent was to have a gay protection ordinance in the City of Fayetteville. He asked for them to define "sexual orientation" to avoid lawsuits. He stated "sexual orientation" was a behavior. If the definition was sexual practice, then it had to mean practice that was not normal or mainstream.

Alderman Schaper called a point of order. He did not believe the Council needed to listen to discussion of an item that was not on the table.

Mr. Carnahand stated most cities did not have a policy like this. The only city he knew of was San Francisco.

Erin Jenkins, citizen, thought the resolution would promote love, acceptance, tolerance, brotherhood, sisterhood, community respect, and dignity to all in the community. Since Fayetteville does not discriminate, she did not see a problem with stating they did not discriminate. She did not see a problem with stating the truth.

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David Garcia, citizen, stated this is an issue of discrimination and prejudice. This ordinance goes further than the question of gayness and is important to a lot of other people. He stated that when he moved here 10 years ago, the community was very warm and receptive. This is changing. He recited several examples of prejudice directed at him or people known to him and likened it to what the gay community is experiencing.

Ken Maddox, pastor, stated there is no place for prejudice or discrimination in this community but sexual orientation is not a special class. He asked city leaders to step back and consider the direction they are taking the city.

Charlie Brown, Ward 1 resident, stated this policy could be harmful in that it elevates the rights of certain minority groups to that of a special status based on their chosen actions and lifestyles. Rights pertaining to discrimination involve inalienable rights, which present no choice. We have a choice in our actions. He did not support a special interest committee. He read from a magazine regarding a gay rights hidden agenda.

Shohreh Noorbakhsh, Fayetteville resident, read from Romans, Chapter 1, of the Bible. She spoke about God's judgement on nations that practice what he abominates.

Sam Campbell, citizen, clarified that part of the resolution has been withdrawn. He stated Alderman Zurcher is really after the whole thing, part now and part at another time. This type of action diverts dollars from the police department, street maintenance, etc. Section 1, which encourages all institutions, organizations, and businesses, is vague but seems to exempt no one. He thought the human dignity council would be a reversal of the democratic process. He thought there would be problems with rental housing.

Vickie Kelly, citizen, stated you can't see a person's sexual preference or their choice of religion. She stated gays are invisible and are therefore discriminated against. It is their invisibility that allows others to say they are already protected. She noted religion is a choice and a protected right.

Lamar Pettus, past president of the Arkansas Bar Association and Washington County Bar Association, citizen, and Vietnam veteran stated he was the most discriminated person in the audience because he is left handed. He stated this is the type of resolution that would be added in lawsuits against the City. He

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responded to comments made earlier by Stephen Miller regarding protesting the Vietnam war.

A citizen asked if this has been reviewed by legal counsel. He stated this will be answerable to the people. Making this a legal matter will cause trouble.

Assistant City Attorney McCarty responded that this has been reviewed by the legal department. Asking the people what they want regarding this is a separate issue.

A citizen stated she would leave this meeting feeling less safe than she did before but was encouraged that the city government could transcend the petty differences that exist in the community.

Joe Hart, citizen, stated racial discrimination in hiring was changed when races were counted to enable affirmative action. The City will have to know if a person is homosexual if they adopt this resolution. The City will have to prove it has been tolerant and open. People would have to be asked and able to prove their sexual orientation. Sexuality does not belong in the work place.

Alderman Miller stated he has faced prejudice for not being Christian. He stated Christians should not pick and chose which parts of the Bible to quote.

Alderman Pettus thought the resolution was having the opposite effect of what was intended. She saw division, dislike, and distrust. These feelings were very personal, moral, and religious and should not be imposed on others of either side.

Alderman Zurcher stated he did not expect anyone to endorse a lifestyle or choice. He felt this is an excuse. His resolution is about banning discrimination.

Alderman Williams supported the resolution as changed. He thought the term sexual orientation needs to be defined. He suggested saying homosexual or heterosexual orientation. He agreed religious belief is an invisible and protected choice. He stated this resolution says what the City of Fayetteville is already doing is correct, that it does not discriminate in this way. He suggested having it say the City shall continue to insure that all qualified applicants are not discriminated

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against.

Alderman Trumbo stated he has problems with the way this resolution is written and its broad context. He felt it will open up a lot of potential litigation. This has not yet been done on a state or federal level.

Alderman Schaper stated people are valuable to the city if they can do the job, regardless of other considerations. He stated there is no established religion in this country. People have a right to conduct themselves in private as they wish, as long as they are not hurting someone else. That is part of human dignity and responsibility.

Alderman Daniel felt there has been a lot of misinterpretation of the resolution.

Alderman Young stated many people think this idea is fine, but are unaware of the technical aspects. The removal of certain aspects has brought it into compliance with what people would be in favor of.

Alderman Williams questioned the last whereas clause.

Alderman Zurcher suggested striking it.

Alderman Williams proposed having what was paragraph A read, "The City shall therefore continue to insure that all qualified applicants for all City positions shall have equal access to such employment opportunities regardless of race, sex, religion, color or national origin, age, ancestry, familial status, homosexual or heterosexual orientation, or disability."

Alderman Zurcher stated sexual orientation is universally accepted as meaning homosexual or bisexual.

Alderman Schaper agreed it is an accepted term.

Alderman Williams agreed to that.

Alderman Williams stated he made that motion [as proposed above]. Alderman Zurcher seconded. Upon roll call, the motion carried on a vote of 6 to 2, with Aldermen Trumbo and Pettus voting no.

Alderman Schaper moved the resolution. Alderman Miller seconded. Upon roll call, the resolution passed on a vote of 6 to 2, with

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Aldermen Trumbo and Pettus voting no.

RESOLUTION 51-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

EMINENT DOMAIN/SWEETSER/24TH ST.

Mayor Hanna introduced a resolution approving an offer of \$18,000 as full settlement of the eminent domain action against Jerry D. Sweetser on property for the 24th Street Improvements.

Alderman Trumbo stated he would abstain on this because of a client relationship.

George Faucette, realtor, handed out and reviewed a map. He stated Mr. Sweetser lost one lot and potentially the value of another lot worth \$35,000 to \$40,000.

Alderman Schaper stated a utility easement makes that piece of it unbuildable. He was informed this is a new utility easement. He noted the City's appraisal did not reflect this. He thought throwing out the City's appraisal could be dangerous.

Alderman Williams moved to accept the settlement offer. Alderman Miller seconded.

Ben Mayes, Administrative Services Director, stated staff would take this as a budget adjustment on the sales tax for the balance.

Alderman Williams added that to his motion. Upon roll call, the resolution carried on a vote of 6-0-1, with Alderman Zurcher absent for the vote and Alderman Trumbo abstaining.

RESOLUTION 52-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

STREET NAME CHANGE

Mayor Hanna introduced an ordinance changing the name of a section of Cato Springs Road between U.S. Highway 71 and the junction of Razorback Road, a distance of approximately .39 miles, to Razorback Road.

Assistant City Attorney McCarty read the ordinance for the first time.

Alderman Miller stated that since the City rebuilt the street

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RZ 98-7.00: REZONING (MARK MARQUESS AND DAN DYKEMA)
SOUTHWEST CORNER OF 46TH STREET AND PERSIMMON

Submitted by Michele A. Harrington on behalf of the applicants for property located at the southwest corner of 46th Street and Persimmon and contains approximately 60 acres. The request is to rezone the property from A-1, Agricultural to R-1, Low Density Residential.

Findings:

1. The proposed rezoning will allow the development of the land for residential purposes as shown on General Plan 2020 Future Land Use Plan.
2. There are many considerations that determine how property can be developed and at what price an individual is willing to pay for a particular piece of property. A professional market and feasibility study would be necessary to completely understand the current supply and demand for property zoned R-1.
3. Rezoning this property to R-1 will not create or appreciably increase traffic danger and congestion.
4. Rezoning this property R-1 would not alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Staff Recommendation:

Staff recommends approval of the requested rezoning from A-1 to R-1.

No conditions of approval.

Michele Harrington, representing applicant, appeared before the commission. She stated this was only 1/4 mile past the 71 bypass which was inside the city limits. She stated the engineers and Mr. Markus were present for any questions.

Public:

Cyrus Kooshesh, who lives on 46th street, appeared before the commission. He stated the property in question was actually 1.3 miles from the bypass. He noted his concerns as follows:

1. The range of the size of houses were presently 1.99 acres, the rest 1.5 to 3 acres. He stated he was not in opposition to selling the lot. However, he stated sometimes the City approves plans, and afterward find problems previous administration did not consider.
2. He stated he understood R-1 could have up to 4 houses per acre which would be 240 houses maximum. When those 240 houses go up you would need to allow for people who would have at least two cars which would cause traffic overflow. He further stated Highway 16 West has worse traffic at the lights. He stated they had asked the City Council to negotiate for either the City or the State for a road to Double Spring Road and bypass.
3. His next item of concern was drainage. He showed the commission two pictures of his backyard which was standing in water at the present time. He stated the City allowed a church to be built and prior to that it would drain, now a dam has been built to contain the water. His house is approximately 1/8 of mile and 1.5 miles from 46th street.
4. He requested for the commission to consider the number of houses and limit per acre. He stated there were currently 2600 to 2700 square foot houses on existing property at the present time.

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Jewers
Bill Gies, who lives on 46th street, appeared before the commission. He stated originally this was an improvement district and were still paying for improvements in this area. He further stated that anyone developing in this area would be getting a free ride. He requested to keep this area and allow enough affordable housing there. He noted a development to the east of 46th had started and were going to build houses and was not able to complete the project and now it was messed up, and stated he would not want anymore of that in this area or location.

He stated his wife currently owns 200 acres which was approximately 1/4 mile from neighbors.

Discussion:

The applicant, Mr. Marquess, appeared before the commission. He wanted to address some of the issues presented before the commission.

Issues: He stated 1/4 north back on Hwy 16 was a subdivision consisting of 190 homes; Fieldstone subdivision was 1/4 of mile; Meadowlands Subdivision and Heritage Village, and therefore, this area was not as remote as it appeared. He stated R-1 maximum was 240 lots and their plans would not contain near that many houses. He further noted plans include dedicating 25 acres for parks and recreation.

As to the drainage issue, Mr. Marquess stated he believed the property was upstream from the proposed property which was south and the water flow went south and west. He further stated commercial expansion was going on out there, and noted they were not requesting R-2 or R1.5, they were requesting R-1.

- ☐ Mr. Odom noted his concern zoning should not be R-1 and asked if any consideration had been given to R-E.

Mr. Marquess stated density lots running at least \$40,000 to \$60,000 minimum. Unfortunately, the only area that could substantiate a R-E designation was on the east side. Traditionally in that area of 2 miles average lot price supports \$12,000 to \$20,000 lot price.

- ☐ Mr. Reynolds noted Salem Street has three subdivisions yet to be built, Crystal Springs has two phases to build, and inquired if R-A or R-L was a consideration.

Mr. Marquess stated a market analysis was prepared on the west side, and nothing supported that issue. He further noted Heritage Village was building its last 45 lots and some are duplex; Magnolia Crossing was down to its last 50 lots; Fieldstone subdivision opened up there last phase, and these were approximately 4-5 miles away from this lot.

- ☐ Mr. Reynolds inquired if proposed project was compatible to the neighborhood currently there, and Mr. Marquess stated it would be within 1/4 miles.

Mr. Marquess stated most of the homes in this area were not \$300,000+. Mr. Marquess further stated out of the 300 homes were cut down to 3 acre lots, they would find less than 5% of homes over \$125 to \$150,000.

Another issue of concern was property to the north does touch property already zoned R-1. In reviewing the plat it was noted the majority of the property adjoining was zoned A-1.

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- Ms. Harrington addressed the improvements and stated the landowner would also be paying sewer fines, and many issues regarding traffic, drainage, etc. would be addressed at Subdivision Committee. She further stated when bypass came in everyone knew west would be developed and was designated residential on our 20/20 plan.

Mr. Estes stated it appeared zoning was consistent and allowed residential purposes as shown on general plan 20/20. In addition, it would be impractical to use the land for any other uses permitted under its existing zoning classification, and for these reasons he moved to approve this request.

Mr. Ward seconded said motion.

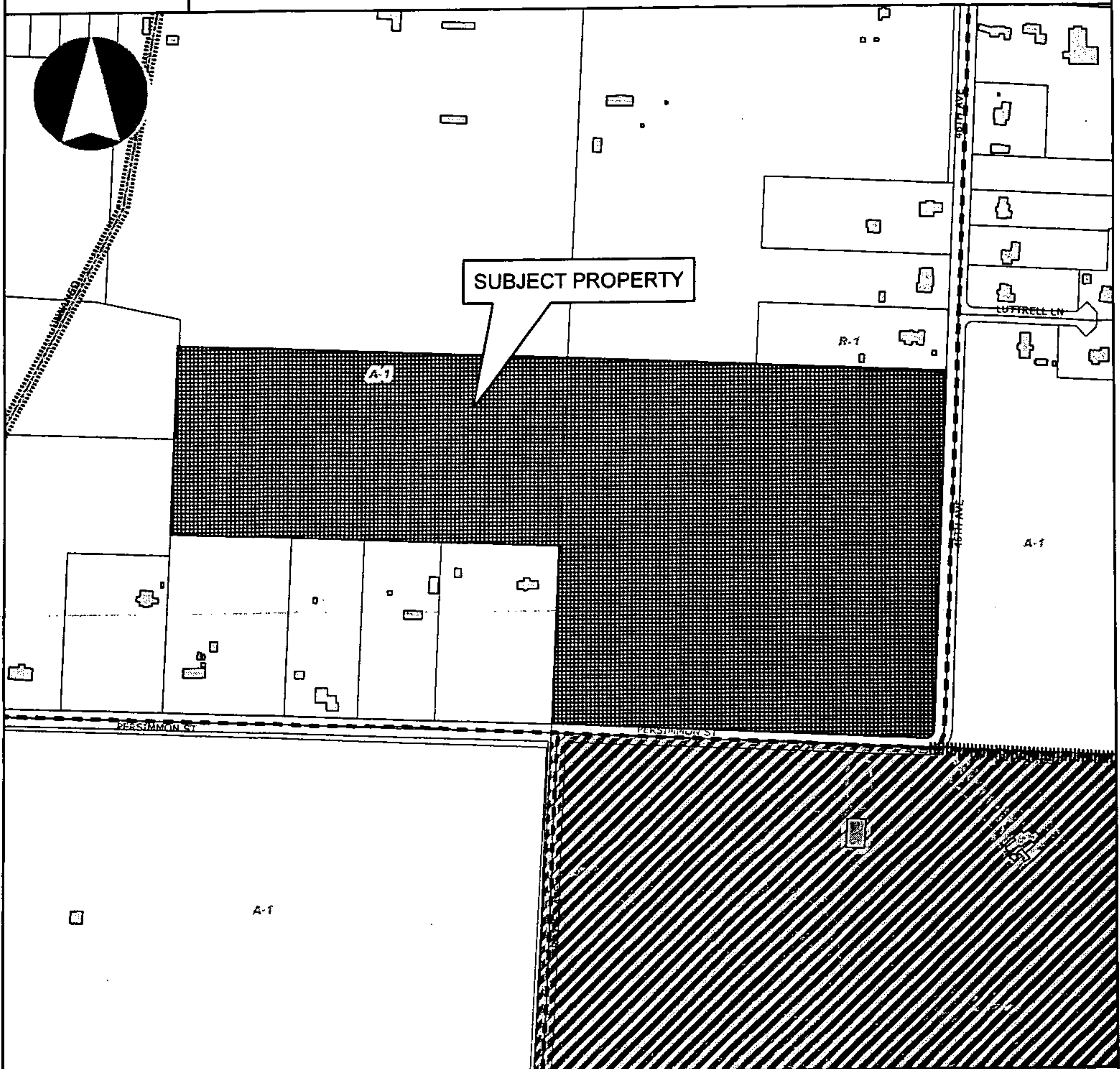
Mr. Odom stated he was in agreement with Mr. Estes' majority of assessment which indicates master plan does indicate it to be residential. However, he was not convinced R-1 should be the correct zoning to be consistent with the surrounding area. And therefore, would not approve this request due to the adjacent landowners concerns.

The roll call was given and motion failed on a vote of 4-4-0. Mr. Reynolds, Mr. Forney, Mr. Odom and Ms. Hoover voted nay.

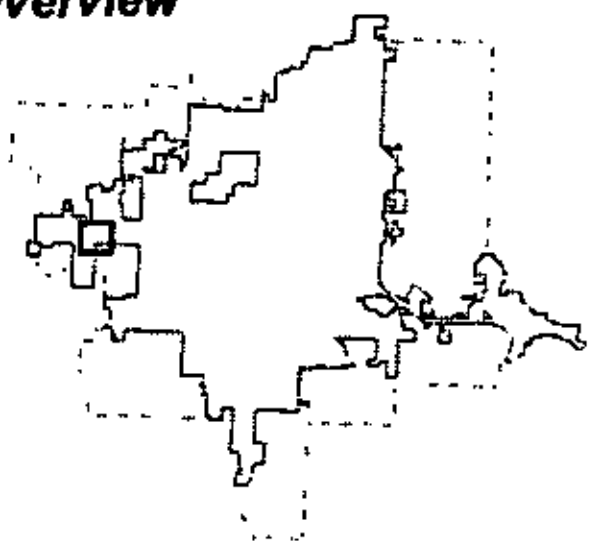
Mr. Odom stated the applicant could appeal to the City Council.

GARRIOT

Close Up View



Overview



Legend

Subject Property

RZN02-15.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

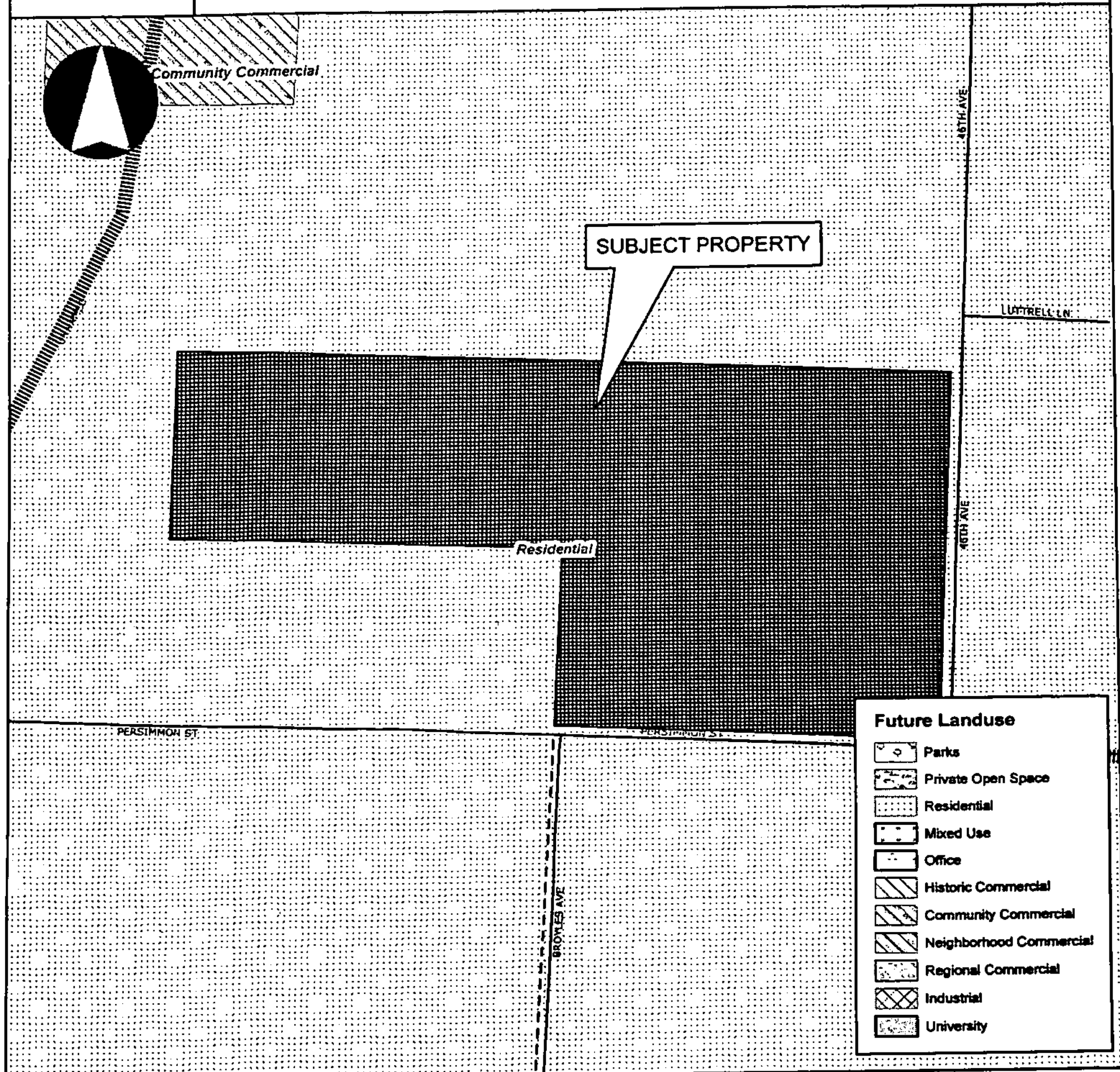
Historic Collector



GARRIOT

RZN 02-15.00

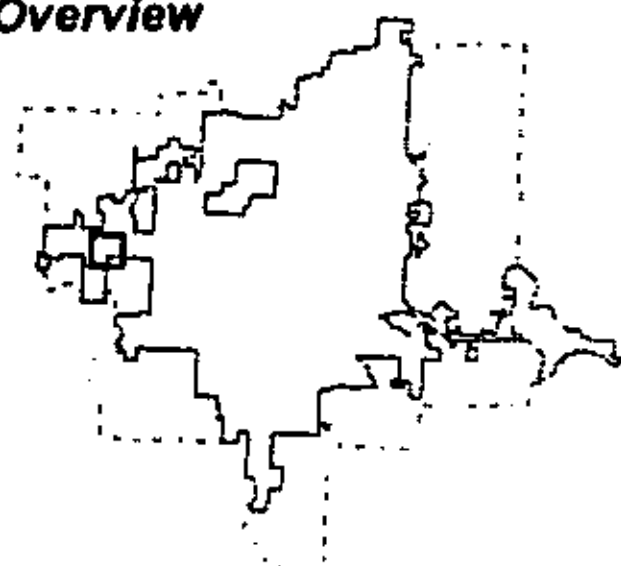
Future Landuse



Future Landuse

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University

Overview



Legend

Subject Property
 RZN02-15.00

Streets
 Existing
 Planned

Boundary
 Planning Area
 Overlay District
 City Limits

0 200 400 800 1,200 1,600 Feet

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Shelli Rushing, Associate Planner
THRU: Hugh Earnest, Urban Development Director
Tim Conklin, City Planner
DATE: June 12, 2002

BACKGROUND

RZN 02-15.00: Rezoning was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Larry Garriott for property owned by John & Louise Sager, Paul & Bernice Guisinger, RD & Kay Kight, Jean Ann Jones, James Guisinger, and Peggy Jones and located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential.

The site is located south of Wedington Drive (Highway 16) and west of 46th Avenue. Persimmon Street is the south boundary of the site and 46th Avenue is the east boundary. The applicant proposes that various stub outs will be provided on both 46th Avenue and Persimmon Street, both of which are designated as collector streets on the Master Street Plan.

The site is currently a vacant field with six property owners, all of whom have signed the application form. Approximately 700 feet of the western portion of the property is in the floodplain of Owl Creek. There is a heavily wooded area along the north boundary. The site is flat with a few trees along the western portion.

The site and surrounding area are designated as residential in General Plan 2020. Agricultural and residential land uses currently exist in the area. There are two residential neighborhoods within ¼ mile of the site: Meadowlands to the east and Fieldstone to the north. A single family residence is located to the southeast and a barn is directly south. Large acreage single family residences are located to the west.

A request to rezone this property from A-1 Agricultural to R-1 Low Density Residential was brought before the Planning Commission in April 1998. Residents presented concerns about traffic, drainage, and lot sizes. The Planning Commission denied the request with a vote of 4-4-0. The applicants appealed to City Council. City Council denied the appeal on May 5, 1998.

CURRENT STATUS

The Planning Commission voted 6-2-0 to recommend the City Council approve the rezoning.

RECOMMENDATION

Staff and the Planning Commission recommend approval of RZN 02-15.00: Rezoning (Garriott, pp 437/438).



JORGENSEN & ASSOCIATES

CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (501) 442-9127 • FAX (501) 582-4807

DAVID L. JORGENSEN, P.E., P.L.S.

THOMAS HENNELLY, P.E.

CHRISTOPHER B. BRACKETT, P.E.

RECEIVED

JUN 17 2002

PLANNING DIV.

6/12/02

City of Fayetteville
113 W. Mountain
Fayetteville AR 72701

Att: Planning Dept
Re: Rezoning of Guisinger Property

As agreed at the Planning Commission meeting, the owner offers the attached bill of assurance for your use regarding the above referenced rezoning request. Please call concerning any questions you may have.

Thank you,

David L. Jorgensen, P.E.

BILL OF ASSURANCE
FOR THE CITY OF FAYETTEVILLE

The buyer / developer of property located at the NW Corner of 46th & Persiman Street more particularly described as approximately 59.60 Acres in part of section 11 and part of section 12 of T16N, R 31W in Washington county Arkansas hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas. This Bill of Assurance is offered to assist in the rezoning of the above described property.

The petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Chancery/Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, substantial irreparable damage justifying injunctive relief has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will reasonably rely upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows IF Petitioner's rezoning is approved by the Fayetteville City Council.

1. The use of Petitioner's property shall be limited to single-family only with 158 building lots.
2. Exterior of homes shall have 80% brick.
3. Minimum house size shall be 1800 SF heated and air conditioned space.
4. Each house shall have a 2 car garage.
5. All yards shall be sodded.
6. Roof pitch shall be 7 1/2" to 12" with architectural shingles.
7. A privacy fence shall be installed along Persimon & 46th street.
8. There shall be 2 entrances onto 46th street and 1 onto Persimon Street and each entrance will be landscaped and steel fence installed similar to the Jower's property.
9. All improvements shall be made to Persimon & 46th Street as required by the City.

10. Petitioner specifically agrees that all such restrictions and terms shall run with the land and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's Property.

IN WITNESS WHEREOF, and in agreement with all the terms and conditions stated above, as the owner, developer or buyer (Petitioner) voluntarily offer all such assurances.

Larry Garriott
6-14-02
Date

Date

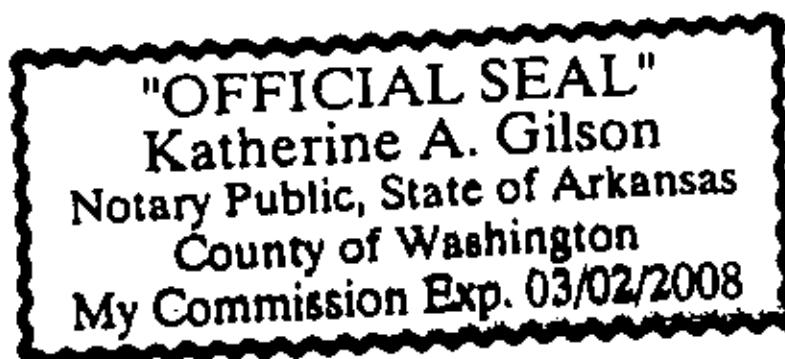
NOTARY OATH

STATE OF ARKANSAS
COUNTY OF WASHINGTON

And now on this 14th day of June, 2002, appeared before me, Larry Garriott and after being placed upon his oath swore or affirmed that they agreed with the terms of the Bill Assurance and signed their names above.

My Commission Expires:

Katherine A. Gilson
Notary Public



STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of July 2, 2002.

FROM: Tim Conklin Planning Urban Development
Name Division Department

ACTION REQUESTED: To approve an ordinance for VA 02-4 as submitted by Henry Renegar for property located at 925 Rockwood Trail, Fayetteville, Arkansas. The request is to vacate a 10' wide utility easement, as shown and described on the attached map and legal description.

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 6-14-02
City Attorney Date
Purchasing Officer Date
ADA Coordinator Date
Internal Auditor Date

STAFF RECOMMENDATION: Staff recommended approval and on June 10, 2002 the Planning Commission voted 8-0-0 to recommend the vacation be approved by the City Council.

Division Head
Department Director

6-14-02
Date
6-17-02
Date

Cross Reference

New Item: Yes No

Administrative Services Director
Mayor

Date
6/18/02
Date

Prev Ord/Res#: _____

Orig Contract Date: _____

New Business
Consent

ORDINANCE NO. _____

AN ORDINANCE APPROVING VA02-4.00 TO VACATE AND ABANDON AN .05 ACRE UTILITY EASEMENT ON THE WEST SIDE OF 925 ROCKWOOD TRAIL, CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN ON THE ATTACHED MAP AND LEGAL DESCRIPTION.

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes, and

WHEREAS, the City Council has determined that the following described utility easement is not required for corporate purposes.

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

Section 1. That the City of Fayetteville, Arkansas hereby vacates and abandons all of its rights together with the rights of the public generally, in and to the following described utility easement:

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

Section 2. That a copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

DRAFT

By _____
Dan Coody, Mayor

ATTEST:

DRAFT

By _____
Heather Woodruff, City Clerk

EXHIBIT "A"

A TEN FOOT UTILITY EASEMENT WITHIN A VACATED ALLEY LYING ALONG THE WESTERLY BONDARIES OF LOTS 3 AND 8 IN BLOCK 5 OF THE MOUNTAIN VIEW ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS. SAID ALLEY HAVING BEEN ABANDONED BY THE CITY OF FAYETTEVILLE, ARKANSAS, AS REFERENCED BY ORDINANCE 3429, FILED IN DEED BOOK 1333, PAGE 004.

PC Meeting of June 10, 2002

FAYETTEVILLE

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

Utility Easement Vacation
Henry Renegar

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner
FROM: Ron Petrie, Staff Engineer
DATE: June 6, 2002

Project: VA 02-4.00: Vacation (Renegar, pp 447) was submitted by Henry Renegar for property located at 925 Rockwood Trail. The property is zoned R-1, Low Density Residential and contains approximately 0.05 acres. The request is to vacate a ten (10) foot wide utility easement.

Findings: On June 6, 1989, the City Council approved a right-of-way vacation in this area with the exception of the ten (10) foot utility easement (Ordinance # 3429). There are no existing water or sewer lines located within the utility easement.

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

Ozarks Electric - Not applicable.
Southwestern Electric Power Company -Not applicable
Arkansas Western Gas - Not applicable
SW Bell - Not applicable
Cox Communications -Not applicable

City of Fayetteville:
Water/Sewer - Not Applicable
Street Department - Not applicable
Solid Waste - Not applicable

Recommendation: Approval of utility easement vacation.

PLANNING COMMISSION ACTION: yes Required
_____Approved _____Denied

Date: June 10, 2002

Comments:

CITY COUNCIL ACTION: yes Required
 Approved Denied

Date:

Description of Request

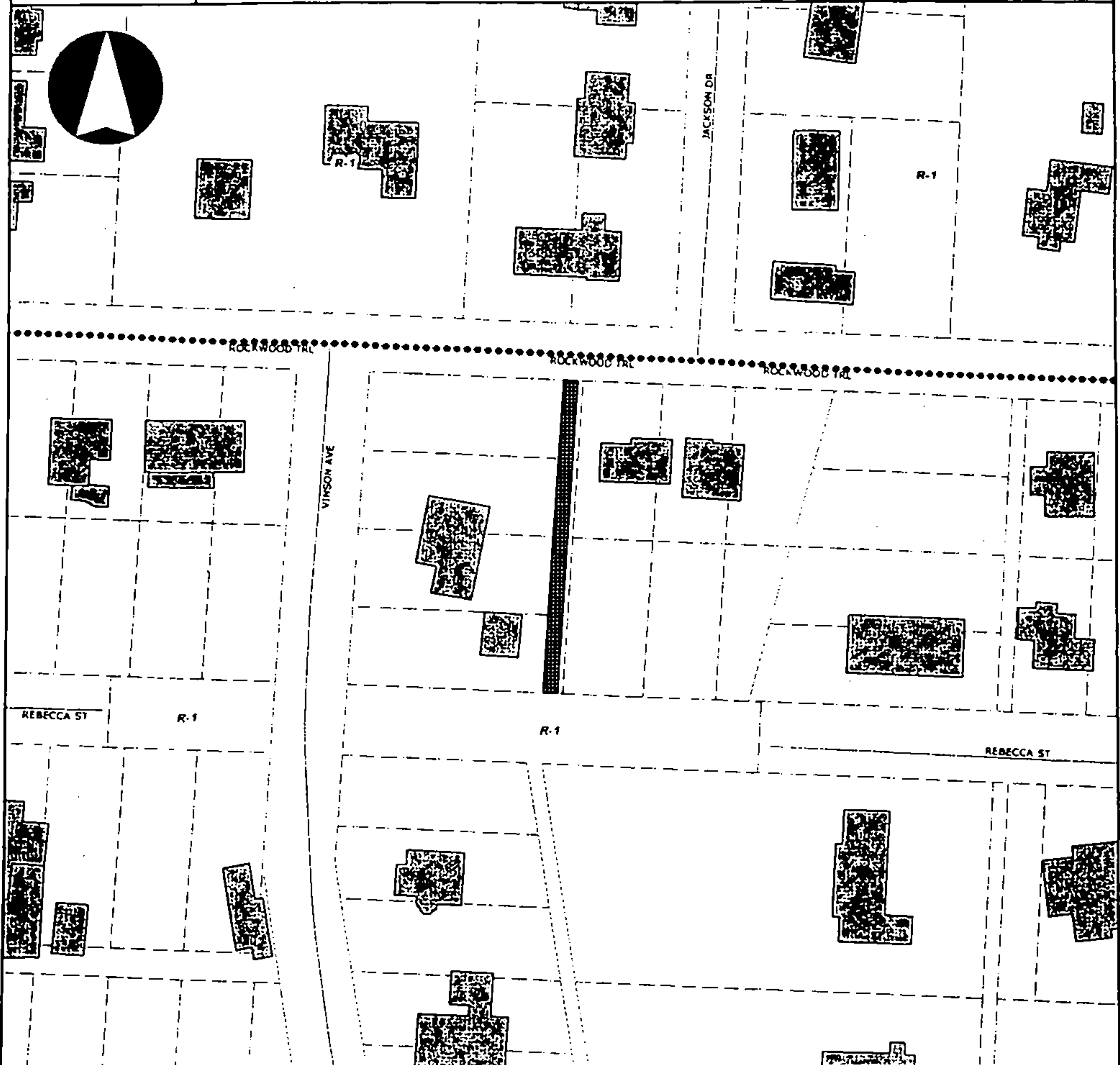
It is desired to have the City of Fayetteville, Arkansas vacate the easement within the previously vacated alley lying along the westerly boundary of my family's property located at 925 Rockwood Trail. The alley is bordered on the east by Lots 3 and 8 in Block 5 of the Mountain View Addition and bordered on the west by lots 4,5,6, and 7 also in Block 5. Lots 3 and 8 are owned by myself, Henry Renegar, and my wife, Jefferie Renegar. Lots 4,5,6, and 7 are owned by George Rogers, our next-door neighbor.

We intend to use an 18 inch strip of the alley for part of the home addition that we are building onto our current residence at 925 Rockwood Trail.

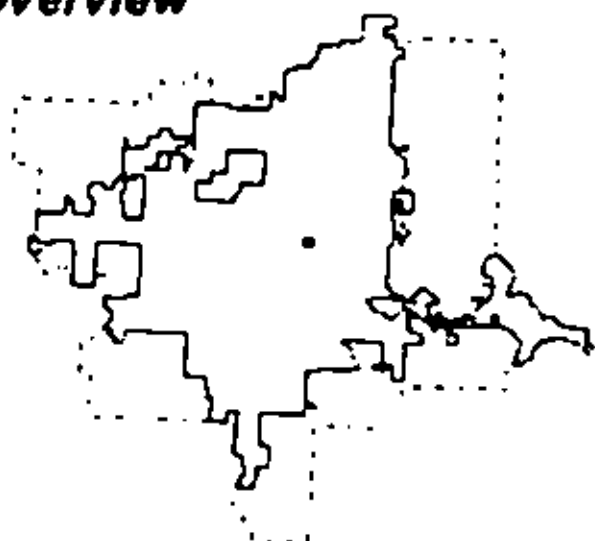
VAC02-04.00

Close Up View

RENEGAR



Overview



Legend

Subject Property

VAC02-04.00

Streets

Existing
 Planned

Boundary

Planning Area
 Overlay District
 City Limits
 Outside City

Master Street Plan

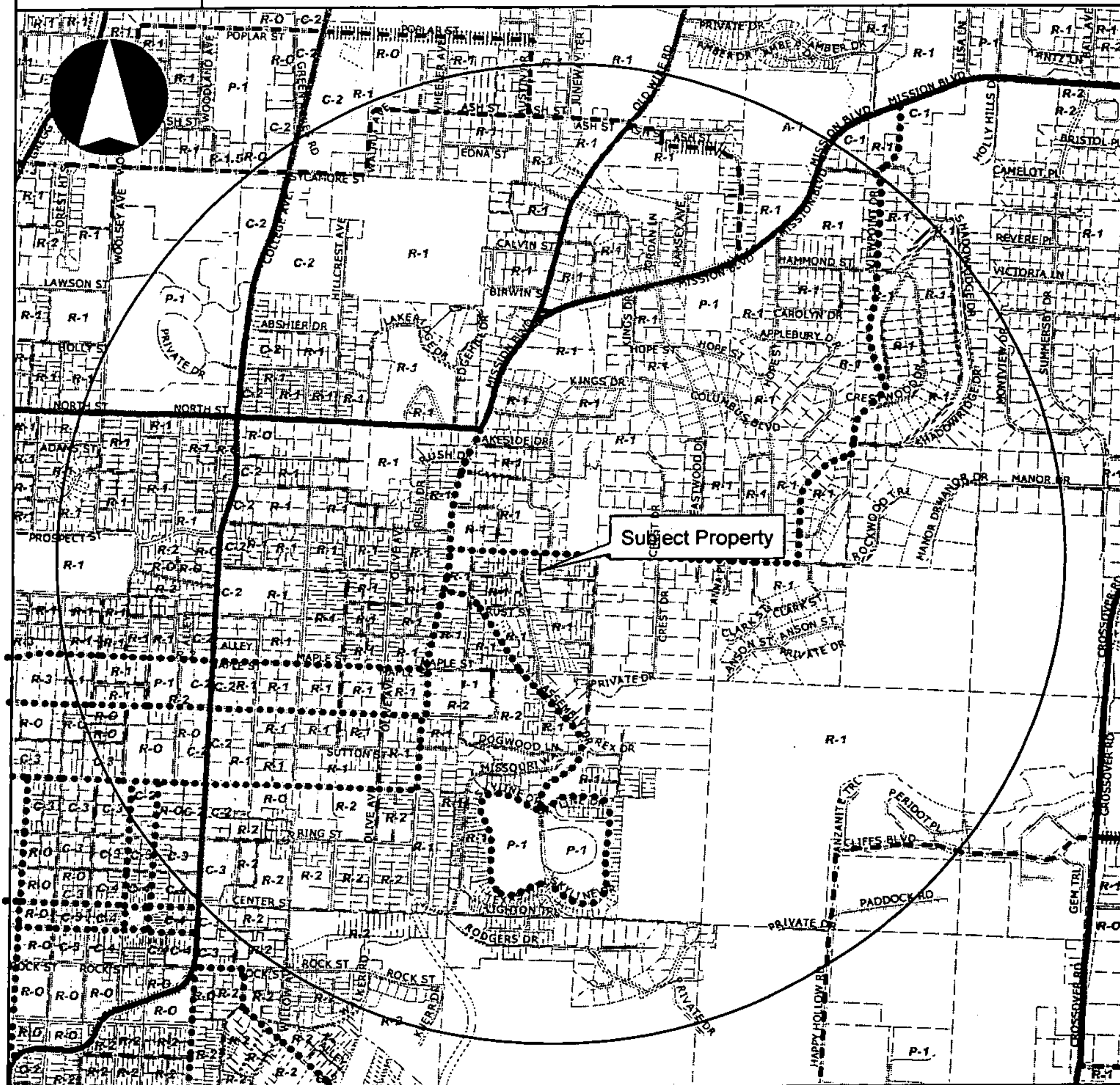
Freeway/Expressway
 Principal Arterial
 Minor Arterial
 Collector
 Historic Collector

0 37.5 75 150 225 300 Feet

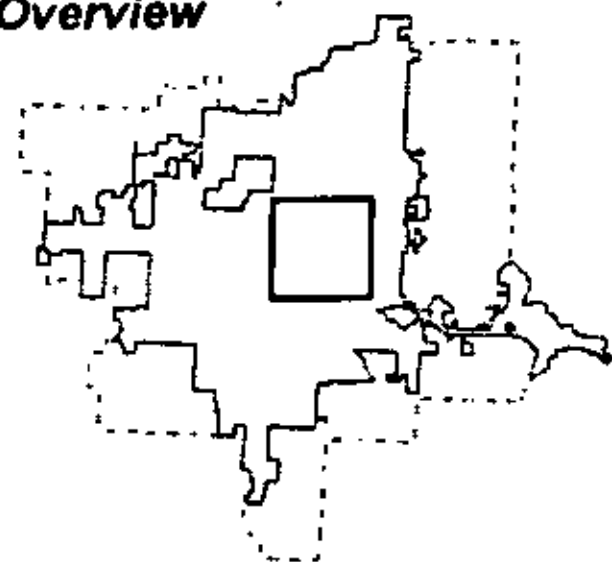
VAC02-04.00

One Mile View

RENEGAR



Overview



Legend

Subject Property

VAC02-04.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

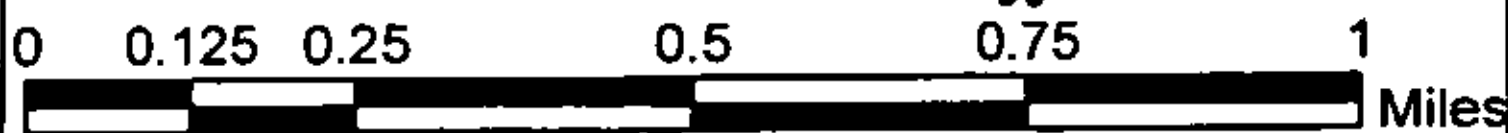
Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector



PC Meeting of June 10, 2002

FAYETTEVILLE

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

Utility Easement Vacation
Henry Renegar

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner
FROM: Ron Petrie, Staff Engineer
DATE: June 6, 2002

BACKGROUND

VA 02-4.00: Vacation was submitted by Henry Renegar for property located at 925 Rockwood Trail. The property is zoned R-1, Low Density Residential and contains approximately 0.05 acres. The request is to vacate a ten (10) foot wide utility easement.

On June 6, 1989, the City Council approved a right-of-way vacation in this area with the exception of the ten (10) foot utility easement (Ordinance # 3429). There are no existing water or sewer lines located within the utility easement.

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

Ozarks Electric - Not applicable.
Southwestern Electric Power Company -Not applicable
Arkansas Western Gas - Not applicable
SW Bell - Not applicable
Cox Communications -Not applicable

City of Fayetteville:
Water/Sewer - Not Applicable
Street Department - Not applicable
Solid Waste - Not applicable

CURRENT STATUS

The Planning Commission voted 8-0-0 to recommend approval of the utility easement vacation to the City Council.

RECOMMENDATION

Staff and the Planning Commission recommend approval of the vacation.

STAFF REVIEW FORM

XXX AGENDA REQUEST
XXX CONTRACT REVIEW
GRANT REVIEW

For the City Council meeting of: July 2, 2002

FROM:

David Jurgens

Name

Water/Sewer

Division

Public Works

Department

ACTION REQUIRED: City Council approve the attached engineering contract with the RJN Group, Inc., for a Sanitary Sewer Rehabilitation Design for Illinois River Basins 1-5, 18 & 19, and White River minisystem 27 (Industrial Park), in the amount of \$548,653.00, and approve a 5% contingency of \$27,433

COST TO CITY:

\$ 576,086.00

Cost of this request

\$ 2,203,317

Project Budget

Sewer Rehabilitation

Project Name

5400-5700-5815.00

4470-9470-5808.00

Account Number

\$ 96,078.58

\$ 32,932.21

Funds used to date

Sewer Mains Const

Sewer Mains Const

Program Name

02017-0201

Project Number

²⁵³
\$2,074,653

Remaining Balance

Water and Sewer

Fund

BUDGET REVIEW: XXX Budgeted Item

Budget Adjustment Attached

[Signature]

Budget Coordinator

6-10-02

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marsha Farthing

Accounting Manager

6/10/02

Date

ADA Coordinator

Date

[Signature]

City Attorney

6/10/02

Date

[Signature]

Internal Auditor

6/10/02

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Approve construction contract as stated above.

[Signature]

Division Head

7 Jun 02

Date

Cross Reference:

[Signature]

Department Director

6-13-02

Date

New Item: Yes No

[Signature]

Administrative Services Director

6/13/02

Date

Previous Ord/Res #: _____

[Signature]

Mayor

5/13/02

Date

Orig Contract Date: _____

DS\REHAB-SWBAS1-SRJNDAAGR.WPD

New Bus
Consent

July 2, 2002

STAFF REVIEW FORM

Page 2

Description: Engineering contract, sewer rehabilitation, RJN Group, Inc.

Comments:

Reference Comments:

Budget Coordinator:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville Mayor and City Council

Thru: Greg Boettcher, Public Works Director

From: David Jurgens, Water/Sewer

Date: 3 June, 2002

Re: Agenda Request- July 2 City Council Meeting, Engineering Contract, Illinois River Basins 1-5, 18 & 19 and the Industrial Park Sewer Rehabilitation, RJN Group, Inc.

1. Background. The sewer system which flows to the Gregg Avenue lift station (just south of the intersection of Gregg and Joyce) requires significant rehabilitation in order to reduce infiltration and inflow (I/I) in the sewer system and thus eliminate several overflows in the system and reduce or eliminate the overflow at the Old Wire Road lift station, which is further downstream. This project is designed to reduce the extraneous I/I so that the system can meet the demands. The area being worked on is in the north central portion of town, shown on the attached map. We experience sanitary sewer overflows at three manholes in and downstream from this area. The project also includes some work in the south industrial park, as we have identified that a great deal of I/I enters our sewer system from the collection system serving this area. Finally, it involves a small amount of work in the Wilson Park area.

2. Project Description. This is the second of three phases of the sewer rehabilitation work in this area. Phase I is completed; Phase 3 will be contracted at a later date.

A. Phase I. Preliminary Engineering (Sanitary Sewer Evaluation) Study. This phase was completed in May, 2002, and involved a thorough investigation of the sewer system to identify all sources of inflow and infiltration through which rain and ground water enters the sewer system. It also identified major structural and capacity defects, and evaluated recurring maintenance problems. The product was a recommended construction plan with cost-effective repair analysis. This plan is the basis for the phase II contract which is now before you for approval. This was not a generic, theoretical study, but a detailed and specialized physical examination of every manhole and every inch of pipe in our sewer system in this area, which evaluates almost every aspect of these sewer lines and manholes. The project is similar to those recently completed in other areas of town, which have been instrumental in stopping numerous sewer overflows.

B. Phase II. Final Engineering Design. This phase includes the design of the rehabilitation and the bidding process, based on the information found in the SSES (phase I). The scope of work includes final design for rehabilitating on over 1,089 manholes, 16,741 feet of

replacement or lined sewer mains, 54 point repairs, includes preparing plans and specifications for three separate construction contracts, and resident engineering/inspection for all work. In sewer rehabilitation, this inspection is critical as the risks to homeowners and the environment associated with working on mains while they are in service is much higher than with new construction.

C. Phase III. Construction. This phase involves the actual manhole and sewer line construction and rehabilitation, and inspecting and supervising the contractor(s) who perform the work. This project will probably include three construction projects- one for manhole work and two for different types of main line repairs and replacement. Construction should begin in late 2002 or early 2003, and should last from 18 to 24 months. The estimated total construction cost is \$3,916,644.

3. Selection Process. The Engineer Selection Committee selected firms for this project on January 18, 2001. RJN Group, Inc., was selected for this project. A January 18 letter to RJN advised them of the selection and requested we open negotiations.

4. Clarification of Scope and Negotiations. Meetings and consultation between City staff and Hugh Kelso, RJN Regional Vice President, resulted in the final proposed contract (enclosure 2).

5. Execution. Phase I has already been a cooperative effort between City forces and RJN personnel. City Sewer Division crews participated in some of the field work to reduce costs and expedite the project. City work included locating manholes before the study, televising those lines which we knew in advance needed televising, and providing other assistance as possible. This cooperative effort will continue into the design phase, as City crews will assist RJN field crews in completing additional field work. Again, this will provide the best possible project at a reduced contract cost.

6. Budgeting. The sewer rehabilitation project is in the 2002-2006 Capital Improvements Plan, and is funded by both sales tax and water/sewer revenue funds. This project is using funds from both 2001 and 2002. Budget details are identified on the attached agenda request.

7. Staff Recommendation. The Staff recommends award of the Engineering Contract to RJN Group, Inc., in the amount of \$548,653, and approve a 5% contingency of \$27,433, for a total cost of \$576,086.

Enclosures: Project Area Map
Proposed Contract (two original contracts)
Purchase Order

Purchase Requisition

(Not a purchase order)

RJN GROUP
C. 3. Page 5

每國都應有

Answers:

Major

Department Director:

Admin/Services Director:

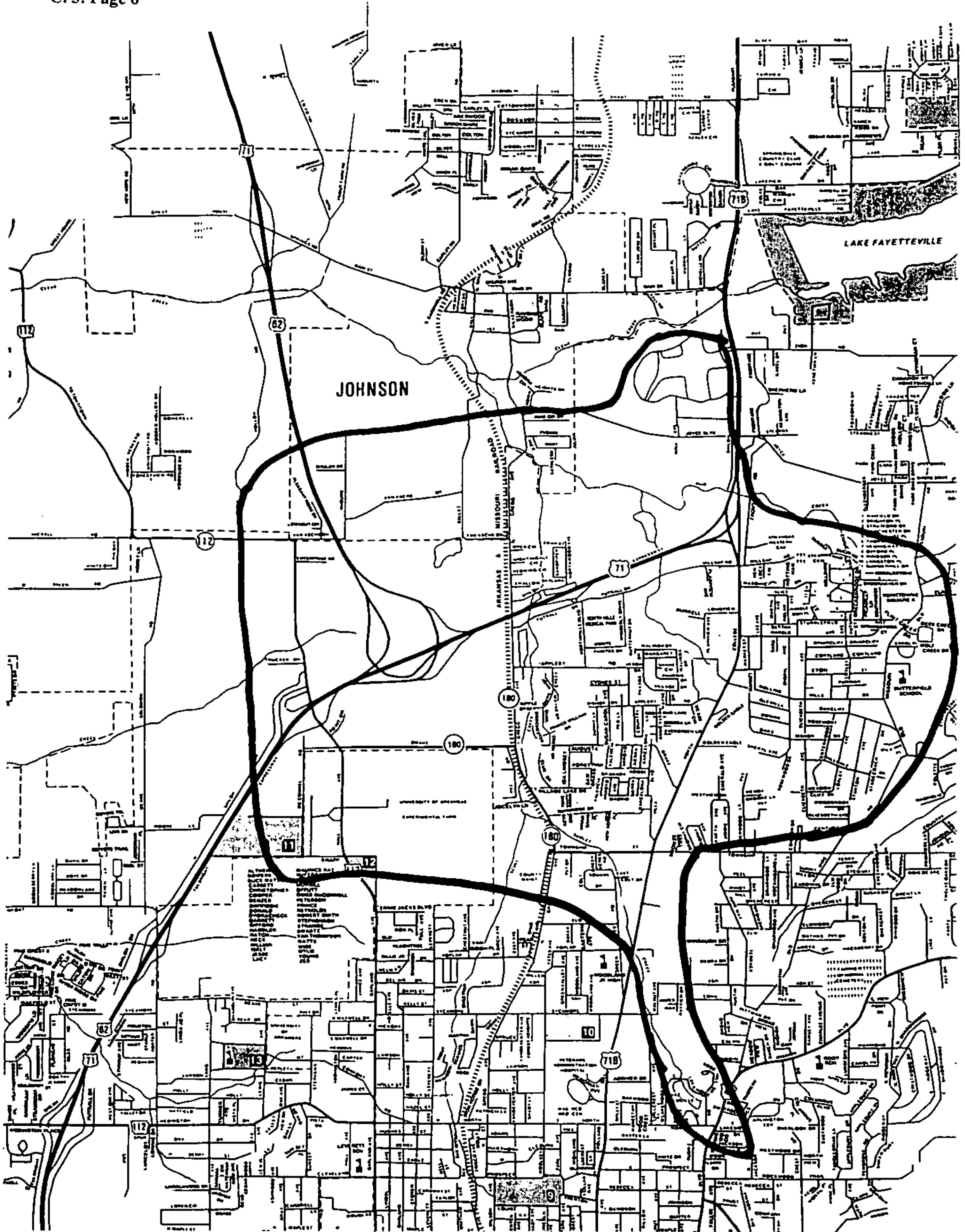
Budget Coordinator:

Purchasing Manager.

Data Processing Mgr.:

SANITARY SEWER REHABILITATION
ILLINOIS RIVER BASINS 1-5, 18 & 19
RJN GROUP
C. 3. Page 6

NO SCALE



AGREEMENT

RJN GROUP
C. 3. Page 7

CITY OF FAYETTEVILLE, ARKANSAS

AND

RJN GROUP, INC.

THIS AGREEMENT made this _____ day of _____, 2002 by and between the City of Fayetteville, hereinafter called OWNER and RJN GROUP, INC., hereinafter called ENGINEER.

WHEREAS, the ENGINEER has conducted a Sewer System Evaluation Survey for the White River and Illinois River Watersheds in Basins I1, I2, I3, I4, I5, I11, I18, I19, and W27.

NOW, therefore, the OWNER hereby engages the ENGINEER to provide the following professional services as set forth in this agreement. Services will be performed by the ENGINEER with McClelland Consulting Engineers, Inc. of Fayetteville, Arkansas as a subconsultant.

Section I - Basic Services of ENGINEER

The ENGINEER agrees to furnish and perform various professional engineering services related to improvements to the Sewer System in the White River and Illinois River Watersheds.

Services include engineering design and resident engineering for sewer improvements to W27 in the White River Watershed and Basins I1, I2, I3, I4, I5, I11, I18, I19 in the Illinois River Watershed. Extent of improvements are described in Exhibit A of this Agreement.

The services for this Agreement are further described in Exhibit A attached and hereto made part of this Agreement.

AGREEMENT (Cont.)

Section II - OWNER's Responsibility

Mr. Dave Jurgens, P.E., or other designee of the City of Fayetteville shall be the OWNER's Representative, and is authorized to act with authority on behalf of the OWNER with respect to all work tasks of the Project for which services are to be rendered by the ENGINEER.

As responsible agent and beneficiary of the Project, the OWNER's responsibilities shall include the following:

1. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including maps, records, and any other data relative to the ENGINEER's services.
2. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, except to the extent provided by the ENGINEER's Basic Services, data prepared by or services of others, including without limitations any previous plans for the sewer system, maps, and other special data or consultations not covered in ENGINEER's Basic Services; all of which ENGINEER may rely upon in performing his services.
3. Arrange for access to and make all provisions for ENGINEER to enter upon public property, public easements, private property as possible, as required for ENGINEER to perform his services.
4. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of any attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

5. Provide such accounting, independent cost estimating, and insurance counseling services as may be necessary for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.
6. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
7. Bear all costs of advertising the construction bid request.
8. Perform all negotiations related to obtaining easements, permits, and licensing agreements for the project.
9. Provide copies of all available as-built records for sewer lines in project area.
10. Bear all costs incident to compliance with the requirements of this Section III.

Section III - Schedule of Service

The schedule of services is described in Exhibit B attached hereto.

The work described shall be carried out as expeditiously as weather and other physical conditions permit. The ENGINEER shall not be liable to the OWNER, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the ENGINEER, and not caused by his own fault or negligence including acts of God, or the public enemy, inclement weather conditions, acts, regulations, or decisions of the Government or regulatory authorities after the effective date of this Agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

AGREEMENT (Cont.)

Section IV - Fees and Payments

Compensation to the ENGINEER by the OWNER for work set forth in this Agreement will not exceed \$548,652.95 without prior written approval of the OWNER. Compensation to the ENGINEER shall be as detailed in Exhibit C.

Payments to the ENGINEER shall be made monthly upon receipt of the combined status report and invoice to be submitted to the OWNER by the ENGINEER. Invoices shall be due and payable to the ENGINEER within thirty (30) days of each billing.

Section V - General Considerations

Standards of Performance

The ENGINEER shall perform all services under this Agreement in accordance with the standards of the engineering profession.

Estimate of Probable Cost

Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of preliminary or probable construction cost or total project cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgement as an experienced and qualified professional engineer. However, the ENGINEER cannot and does not guarantee that actual project cost will not vary from opinions of cost by him.

AGREEMENT (Cont.)

Reuse of Documents

All data and documents including drawings, forms, computer programs, and specifications furnished by the ENGINEER pursuant to this Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the OWNER or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Verification or adaptation by the ENGINEER may entitle ENGINEER to further compensation at a rate agreed upon by the OWNER and the ENGINEER.

Termination of Services

This Agreement may be terminated by either party in the event of substantial failure. Termination may not be effected unless the other party is given not less than ten (10) days written notice (delivered by certified mail, return receipt requested) or intent to terminate and an opportunity for consultation with the terminating party.

Upon receipt of a termination action, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER (subject to "Reuse of Documents" provisions) all data, other information and materials accumulated by the ENGINEER in performing this Agreement, whether completed or in process. The OWNER shall compensate the ENGINEER for any termination settlement costs the ENGINEER incurs related to commitments which had become firm prior to the termination.

Controlling Law and Disputes

If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. This Agreement shall be governed by the laws of the State of Arkansas.

AGREEMENT (Cont.)

Successors and Assigns

The OWNER and the ENGINEER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

Insurance

ENGINEER shall procure and maintain insurance for protection from claims under Workers' Compensation Acts, claims for damages because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damage because of injury to or destruction of property including loss of use resulting therefrom. ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent error, omission or act for which the insured is legally liable; and certification indicating that such insurance is in effect will be submitted to the OWNER within three (3) days of agreement execution by both parties. The amount of coverage for general liability insurance and professional liability insurance shall be in the amount of \$1,000,000 each. Certificates shall provide for not less than 30 days prior notice to the ENGINEER of any cancellations or in the amount of coverage in the policies for the ENGINEER.

AGREEMENT (Cont.)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and their seals to be hereto affixed, this ____ day of ____, 2002.

For the OWNER:

CITY OF FAYETTEVILLE

Name

Title

ATTEST:

For the ENGINEER:

RJN GROUP, INC.

Hugh M. Helms
Name

Regional Vice President
Title

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Work Schedule
- Exhibit C - Compensation Schedule

EXHIBIT A
SCOPE OF SERVICES

CITY OF FAYETTEVILLE
ILLINOIS RIVER AND WHITE RIVER WATERSHEDS
SEWER IMPROVEMENTS

Engineering Design, Bidding Assistance and Resident Engineering

Item I. Final Engineering Design/Bidding Assistance

A. Final Engineering Design

1. Project Administration and Management

- a. Perform Project Initiation Activities.
- b. Perform general administration and project management including meetings with City staff as necessary.
- c. Procure subcontractors for such work as legal surveying.

2. Manhole Rehabilitation Design

- a. Review selective computer output reports from the Manhole Inspection Program to determine I/I sources to be rehabilitated.
- b. Evaluate site specific manhole repair alternatives including cover type, grade adjustments, sealing techniques, manhole interior repairs, and/or manhole replacement.
- c. Using ENGINEER's basic specifications, prepare project specifications which shall include but not be limited to:
(1) bidding documents, (2) contractual documents, (3) conditions of the contract, (4) standard project forms, (5) technical specifications, (6) schedule of manhole rehabilitation, (7) location map and (8) general details.
- d. Prepare ENGINEER's Opinion of Probable Construction Cost.

EXHIBIT A (Cont.)

- e. Submit two (2) copies of the draft contract documents to the City for review.
- f. Perform final changes to contract documents based on City review.
- g. Submit two (2) copies of the final contract documents to the City.

3. Sewer Line Rehabilitation

The extent of sewer rehabilitation design is summarized in Table I, Table II, and Table III attached at the end of Exhibit A.

- a. Review selective computer output reports for infiltration and inflow sources to be rehabilitated, sewer line maintenance items, and sewer line replacement.
- b. Perform sewer profile leveling and site inspections for sewer replacement.
- c. Investigate public utility locations.
- d. Evaluate pipe repair alternatives including pipe replacement, pipe bursting, and lining options as necessary because of site conditions.
- e. Provide the City with the technical information for location of the easements, if any, required for construction of the project. Information to include width and general location of the easements, and distances from the property lines. Property line information shall be obtained from existing maps provided by the City to the ENGINEER.
- f. Prepare contract design drawings for I/I rehabilitation, sewer replacement and/or sewer lining. Drawings shall indicate permanent and temporary easements for construction based on information supplied by City. Drawings shall include but not be limited to: (1) title sheet/drawing index, (2) location maps, (3) schedule of manhole rehabilitation, (4) plan and profile of replacement segments, (5) plan of repair line segments, (6) special details, and (7) general details.

EXHIBIT A (Cont.)

- g. Using Engineer's basic specifications, prepare project specifications which shall include but not be limited to: (1) bidding documents, (2) contractual documents, (3) conditions of the contract, (4) standard project forms, and (5) technical specifications.
- h. Prepare Engineer's Opinion of Probable Construction Cost by major items.
- i. Submit two (2) copies of the draft plans and specifications to the City for review.
- j. Perform final changes to contract documents.
- k. Submit five (5) copies of the final project drawings and contract specifications to the City for review.
- l. Assist the City in obtaining permit approvals from regulatory authorities.

B. Additional Services

- 1. Conduct horizontal and vertical control survey necessary for design of the project.
- 2. Obtain typical soil boring data for replacement sewer locations, as required. Two (2) borings of 10 feet each are estimated.
- 3. After approval by the City, the ENGINEER will prepare, type, and issue legal description of easements. The City will secure easements as necessary. A total of 26 easement documents are estimated.
- 4. Assistance in obtaining permit from Highway Department, Health Department, and any other state permits, if necessary, for sewer construction.

EXHIBIT A (Cont.)

C. Optional Design Services

Optional design services include the development of plan and profile sheets for an additional 2,000 linear feet of sewer that may be identified during the course of the project. These services would not be initiated without the approval of the City.

D. Bidding Assistance

For the purpose of the cost proposal, it is anticipated that two (2) construction contracts will be bid. The first contract bid shall include manhole rehabilitation while the second contract bid shall include sewer line construction and repairs. The following bidding assistance services are included for the contracts.

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

Item II. Resident Engineering

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

EXHIBIT A (Cont.)

A. Resident Engineering

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

10. Conduct an on-site review to determine if the projects are substantially complete and submit to the Contractor a list of observed items requiring completion or correction.
11. Conduct a final on-site review, in the company of the City and Contractor, to verify the projects are fully complete. Submit a recommendation for final acceptance of the projects to the City.
12. Provide the City with three (3) sets of black line prints of the record drawings.
13. Provide the City with a report that summarizes I/I sources that have been removed and listing of line segments and their attributes that have been added.
14. ENGINEER is not responsible for the means or sequences of the construction work or the implementation program for safety of the construction contractor and subcontractors and it will be stipulated as such in the contract documents.

EXHIBIT B

AUTHORIZATION PROGRESS AND COMPLETION

The City and ENGINEER agree that the project is planned to be completed according to the schedule below with anticipated Notice to Proceed in June 2002.

<u>Major Tasks</u>	<u>Completion Date</u>
Draft Manhole Rehabilitation Plans/Specifications	August 2002
Final Manhole Rehabilitation Plans/Specifications	September 2002
Draft Sewer Line Replacement/Repair Plans/Specifications	November 2002
Final Sewer Line Replacement/Repair Plans/Specifications	December 2002
Bidding and Award	
Manhole Rehabilitation	October 2002
Sewer Line Replacement/Repair	January 2003
Construction	
Manhole Rehabilitation	Spring 2003
Sewer Line Replacement/Repair	Summer 2003

The ENGINEER shall employ manpower and other resources and use professional skill and diligence to meet the schedule; however, he shall not be responsible for schedule delays resulting from conditions beyond his control. With mutual agreement, the City and the ENGINEER may modify the project schedule during the course of the project and if such modifications affect the ENGINEER's compensation, it shall be modified accordingly, subject to City Council approval.

For Special Services, the authorization by the City shall be in writing and shall include the definition of the services to be provided, the schedule for commencing and completing the services and the basis for compensation therefore, all as agreed upon by the City and ENGINEER in writing.

EXHIBIT C

SUMMARY OF COST

City of Fayetteville
Illinois River and White River Watersheds
(Basins I1, I2, I3, I4, I5, I11, I18, I19, and W27)
Sewer Improvements

Task Description	Unit Cost	Cost
Basic Engineering Design, Bidding and Resident Engineering Services		
I. Final Engineering Design		
A. Project Administration /Meetings	LS	\$ 20,836.00
B. Basic Design Services	LS	\$ 178,280.00
C. Bidding Assistance	LS	
1. Manhole Rehabilitation	LS	\$ 4,556.00
2. Sewer Line Rehabilitation	LS	\$ 9,112.00
II Resident Engineering		
A. Manhole Construction (800 hrs Resident Engineer assumed)	T&M	\$ 108,729.50
B. Sewer Line Construction / Repairs (860 hrs Resident Engineer assumed)	T&M	\$ 126,579.50
Total Basic Services		\$ 448,093.00
Special Services		
A. Survey	LS	\$ 61,969.95
B. Printing/Plotting/Computer Usage	LS	\$ 3,400.00
* C. Easements (\$315 per each, 26 assumed)	EA	\$ 8,190.00
D. Permits (\$330 per each, 20 assumed)	EA	\$ 6,600.00
Total Special Services		\$ 80,159.95
Optional Design Services		
A. Design of Additional Sewer Replacement (2,000 LF)	LS	\$ 20,400.00
Total Optional Services		\$ 20,400.00
Total Cost Not-to-Exceed		\$ 548,652.95

* Easement costs are based on preparation of six (6) permanent easements, ten (10) temporary construction easements, and ten (10) right-of-entry forms.

Table I

SUMMARY OF REPAIRS

Description	Quantity	Estimated Construction Cost (\$)
Sewer Rehabilitation/Replacement	14,741 LF	2,299,630
Sewer Manhole Rehabilitation	1,089 EA	1,032,910
Sewer Point Repairs	54 locations	<u>272,100</u>
Total		3,604,640

Table II

SUMMARY OF RECOMMENDED SEWER REHABILITATION

Line Segment		Length (lf)	Existing Diameter (in)	Replacement Diameter (in)	Estimated Construction Cost (\$)
Basin 01					
(01)0160	- (01)0159	295	6	8	41,300
(01)0161	- (01)0160	<u>290</u>	6	8	<u>40,600</u>
	Subtotal	585			81,900
Basin 02					
(02)0080	- (02)0078	301	12	12	48,160
(02)0146	- (02)0145	280	8	8	44,800
(02)0147	- (02)0146	208	6	8	33,280
(02)0149	- (02)0147	271	8	8	43,360
(02)0153	- (02)0146 ^{3/}	390	6	8	62,400
(02)0161	- (02)0160 ^{3/}	135	6	8	21,600
(02)0178	- (02)0172	342	6	8	54,720
(02)0179	- (02)0178	196	6	8	31,360
(02)0190	- (02)0189	292	6	8	46,720
(02)0213	- (02)0211	<u>300</u>	6	8	<u>48,000</u>
	Subtotal	2,715			434,400
Basin 03					
(03)0087	- (03)0077	135	6	8	21,600
(03)0098	- (03)0097	188	6	8	30,080
(03)0115A	- (03)0115	100	6	8	16,000
(03)0116	- (03)0115	318	6	8	50,880
(03)0123	- (03)0115A	60	6	8	9,600
(03)0124	- (03)0123	12	6	8	1,920
(03)0127	- (03)0124	130	6	8	20,800
(03)0128	- (03)0127	245	6	8	39,200

1/ Unable to dye flood defect due to lack of water source.

2/ From City TV tapes.

3/ Based on 1991 Study.

4/ Adjacent segment.

5/ Evaluate relocation during final design.

Table II (Cont.)

SUMMARY OF RECOMMENDED SEWER REHABILITATION

Line Segment	Length (lf)	Existing Diameter (in)	Replacement Diameter (in)	Estimated Construction Cost (\$)
<u>Basin 03 (Cont.)</u>				
(03)0140 - (03)0139	253	6	8	35,420
(03)0169 - (03)0072	95	10	10	15,200
(03)0170 - (03)0140	<u>35</u>	6	8	<u>3,150</u>
Subtotal	1,571			243,850
<u>Basin 04</u>				
(04)0004 - (04)0003	320	8	8	51,200
(04)0009 - (04)0008 ^{3/}	238	8	8	33,320
(04)0014 - (04)0013	307	8	8	42,980
(04)0017 - (04)0016 ^{3/}	186	6	6	26,040
(04)0018 - (04)0017 ^{3/}	254	6	6	35,560
(04)0019 - (04)0018	202	6	6	28,280
(04)0020 - (04)0019	54	6	8	7,560
(04)0021 - (04)0020	146	6	6	20,440
(04)0022 - (04)0021	90	6	8	12,600
(04)0024 - (04)0023	199	6	6	27,860
(04)0025 - (04)0024	62	6	8	9,920
(04)0029 - (04)0028	268	6	8	42,880
(04)0035A - (04)0035	22	6	8	3,520
(04)0052 - (04)0051	115	10	10	18,400
(04)0053 - (04)0052	55	10	10	8,800
(04)0082 - (04)0081	314	6	8	50,240
(04)0101 ^{2/} - (04)0100	154	6	8	24,640
(04)0102 ^{2/} - (04)0101	192	6	8	30,720
(04)0103 - (04)0102	18	6	8	2,880
(04)0104 - (04)0103	182	8	8	29,120
(04)0105 - (04)0104	<u>139</u>	6	8	<u>22,240</u>
Subtotal	3,517			529,200

Table II (Cont.)

SUMMARY OF RECOMMENDED SEWER REHABILITATION

Line Segment		Length (lf)	Existing Diameter (in)	Replacement Diameter (in)	Estimated Construction Cost (\$)
<u>Basin 05</u>					
(05)0107	- (05)0092 ^{4/}	55	6	8	8,800
(05)0118	- (05)0117	332	8	8	53,120
(05)0130	- (05)0129	345	6	8	55,200
(05)0146	- (05)0145	298	6	8	47,680
(05)0173	- (05)0174	306	6	8	48,960
(05)0183	- (05)0107	<u>314</u>	8	8	<u>50,240</u>
	Subtotal	1,650			264,000
<u>Basin 11</u>					
(11)0001	- (11)0173	65	10	12	10,400
(11)0002	- (11)0001	140	10	12	22,400
(11)0018A	- (11)0018	222	10	10	35,520
(11)0028	- (11)0027	310	10	10	43,400
(11)0048	- (11)0047	60	6	8	9,600
(11)0050	- (11)0049	220	6	8	35,200
(11)0054	- (11)0053	275	6	8	44,000
(11)0063	- (11)0062	297	8	8	47,520
(11)0070	- (11)0069	271	6	8	43,360
(11)0077	- (11)0076	355	8	8	56,800
(11)0090	- (11)0089	55	6	8	8,800
(11)0102	- (11)0101	300	6	8	48,000
(11)0120	- (11)0119	511	6	8	81,760
(11)0143	- (11)0142	291	6	8	46,560
(11)0156	- (11)0100	57	6	8	9,120
(11)0174	- (11)0010	<u>286</u>	6	8	<u>45,760</u>
	Subtotal	3,715			588,200
<u>Basin 12</u>					
(12)0158	- (12)0157	210	8	8	33,600
(12)0163	- (12)0153	<u>483</u>	8	8	<u>77,280</u>
	Subtotal	693			110,880

Table II (Cont.)

SUMMARY OF RECOMMENDED SEWER REHABILITATION

Line Segment	Length (lf)	Existing Diameter (in)	Replacement Diameter (in)	Estimated Construction Cost (\$)
<u>Mini System 27</u>				
(W27)0332A - (W27)0332	<u>295</u>	8	8	<u>47,200</u>
Subtotal	<u>295</u>			<u>47,200</u>
Total	14,741			2,299,630

- 1/ Unable to dye flood defect due to lack of water source.
2/ From City TV tapes.
3/ Based on 1991 Study.
4/ Adjacent segment.
5/ Evaluate relocation during final design.

STAFF REVIEW FORM

OUTDOOR MUSIC
C. 4. Page 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

FOR: COUNCIL MEETING OF July 2, 2002

MAYOR'S APPROVAL _____

FROM:

Don Marr
Name

Alderman

Division

Department

ACTION REQUIRED: An Ordinance Adding a Definition of "Outdoor Music Establishment" to Chapter 151 Definitions of the Unified Development Ordinance and Adding §163.29 to the Unified Development Ordinance to Make an Outdoor Music Establishment a Conditional Use in Specified Zoning Districts

COST TO CITY:

Cost of this Request

Category/Project Budget

Category/Project Name

Account Number

Funds Used to Date

Program Name

Project Number

Remaining Balance

Fund

BUDGET REVIEW:

_____ Budgeted Item

_____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

Date

CROSS REFERENCE

New Item:

Yes

No

Previous Ordinance/Resolution No.: _____

ORDINANCE NO. _____

AN ORDINANCE ADDING A DEFINITION OF "OUTDOOR MUSIC ESTABLISHMENT" TO CHAPTER 151 DEFINITIONS OF THE UNIFIED DEVELOPMENT ORDINANCE AND ADDING §163.29 TO THE UNIFIED DEVELOPMENT ORDINANCE TO MAKE AN OUTDOOR MUSIC ESTABLISHMENT A CONDITIONAL USE IN SPECIFIED ZONING DISTRICTS

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby adds the following definition of Outdoor Music Establishment to the Definitions Chapter (155) of the Unified Development Ordinance:

"Outdoor Music Establishment. Any business or establishment that has a garden, patio, rooftop or premises not wholly enclosed by solid walls and fully roofed in which amplified or loud music is played that could be audible at nearby residences or businesses."

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby adds §163.29 to the Unified Development Ordinance making Outdoor Music Establishments a Conditional Use where allowed:

"§163.29 Outdoor Music Establishments.

Outdoor Music Establishments shall not be allowed in any zoning district except C-2, C-3 and C-4, where they may be allowed as conditional uses subject to the following additional conditions:

A. Site Plan. A site plan showing the proposed location and size of the outdoor music area; location and direction of speakers; noise absorbing walls, structures or devices; proposed days and hours of operation of the outdoor music area; and measures proposed to lessen or eliminate any adverse affects upon nearby residences and businesses.

B. Planning Commission Review. In addition to all normal considerations for a conditional use, the Planning Commission may require noise

reducing measures and structures be incorporated into an outdoor music area, may limit the size, power, number and direction of speakers, and may limit the hours of outdoor music generation from the establishment.

C. Bond. The Planning Commission may require the owner or operator of the outdoor music establishment to post a bond up to \$1,000.00 which would be forfeited if the establishment or any band or person operating at such establishment is convicted of violating the **Fayetteville Noise Ordinance**. (§96.04 of the Code of Fayetteville)."

PASSED and APPROVED this 2nd day of July, 2002.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of March 19

FROM:

Mike McKimney
Name

Inspection
Division

Urban Development
Department

ACTION REQUIRED:

Council approval for Raze and Removal of house at 1200 s. Roberts Rd. As per Ordinance 3948

COST TO CITY:

\$

Cost of this Request

Category/Project Budget

Category/Project Name

Account Number

Funds Used To Date

Program Name

Project Number

Remaining Balance

Fund

BUDGET REVIEW:

_____ Budgeted Item _____ Budget Adjustment Attached

Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

Grant Coordinator

Date

STAFF RECOMMENDATION:

Recommend a Council review to determine if Raze and Removal is the appropriate option. If so, then make resolution to Raze and Remove.

Division Head

Date

Cross Reference

Department Director

Date

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

Administrative Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

Orig Contract Number: _____

new business

STAFF REVIEW FORM - Page 2

Description _____ Meeting Date _____

Comments:

Budget Manager

Reference Comments:

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

To: The Mayor and Council

From: Hugh Earnest 
Urban Development Director

Date: February 28, 2002

Subject: Raze and removal of house at 1200 Roberts Rd.

Background

The owner of the property in question has been notified repeatedly over the past year of a number of serious violations of city ordinances relating to proper upkeep of the site. Our records indicate that the first complaint was received in January of 2001. As per procedure, several letters and personal contacts have been made. An initial letter detailing violations was sent in February of last year. The owner of the property has asked for, and received several time extensions.

Current Situation

The status of the property relative to its compliance with applicable city ordinances has not materially improved. A violation notice was delivered by personal service on January 21, 2002. This 30-day notice requires that a building permit be secured and restoration commenced, or initiate the demolition of the house with clean up of all debris. No movement in meeting the letter has occurred since January 21st.

Recommendation

We are requesting that the council authorize the raze and removal of this house. In the event that the owner of record cannot perform the raze and removal, it may be necessary for the city, through use of a contractor, to demolish the house and clean the property. A lien against the property to recover the monies expended would then be necessary. We have attached a number of records indicating our numerous attempts to resolve the situation.

CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain, Fayetteville, Arkansas 72701 Ph: 521-7700

CODE ENFORCEMENT OFFICERS VIOLATION NOTICE

1-21-02
Serial 1:45 pm mm, PH

RE: OFFICIAL CITY NOTICE OF A CITY ORDINANCE

TO: Cora Langford Gordon L. Langford
LAST (please print) FIRST MIDDLE INITIAL

NAME OF BUSINESS

The undersigned, being an employee of the City Building Inspection Department of the City of Fayetteville, Washington County, Arkansas, upon his oath deposes and says that he made an investigation;

on Thursday the 17 day of January, 2002 at 10:15 a.m./p.m.

at 1200 Roberts Rd

and found conditions, as set out below that exist which are contrary to current city regulations such as:

VIOLATIONS

DESCRIPTION OF VIOLATION

☒ Fayetteville Code of Ordinance ☒ As Amended by City Ordinance No. <u>3948</u>		Ord. 3948 Raze & Remove
SECTIONS	GENERAL	
151.20	Building Code	Signal received only Cora Langford date wife of Gordon Langford 1-21-02
152.35	Electrical Code	
157.01	Plumbing & Gas	
158.65	Sign Code	
160.115	Zoning Code	
95.01	Health & Sanitation	
155.01	Housing	
98.07	R-O-W	
98.04	Sidewalks	
95.04	Public Nuisance	
Ord 3948	Raze & Remove	

THE ABOVE VIOLATIONS MAY BE CORRECTED IN THE FOLLOWING MANNER:

3948 Secure Building Permit and repair house or demolish house
and remove all debris from lot. (includes) out buildings

95.01 Remove all Trash/Junk from lot.

YOU ARE HEREBY NOTIFIED, AS PROVIDED FOR IN ^S See Above OF THE FAYETTEVILLE CODE OF ORDINANCES, THAT THE ABOVE DESCRIBED VIOLATION(S) EXIST(S) AND MUST BE CORRECTED. SHOULD SAID VIOLATION CONTINUE TO EXIST ON OR AFTER 30 days from Receipt, 2002 THE CITY WILL PROCEED WITH FURTHER LAWFUL ACTION.

VERIFICATION OF TIMELY CORRECTION MAY BE MADE BY PRESENTING THIS NOTICE TO THE INSPECTION DEPARTMENT ROOM 112, 113 WEST MOUNTAIN, FAYETTEVILLE, ARKANSAS OR BY CALLING (501) 575-8233.

Mark McKeown, Senior Property Inspector
SIGNATURE AND IDENTIFICATION OF PERSON SERVING VIOLATION NOTICE

DATE 1-17-02

Gordon L. Langford (deceased)

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

1200 Roberts Rd.

DATE _____

REMARKS

1-17-02	MM input sites took 4 photos. house in same condition as previous photos above.
---------	---

1-17-02 Sent Reg/cert. letter (copy in file) # 7000-1670-0012-8989-5041
to same person state commission of lands sent tax notice.
That is Cora Langford c/o Brenda Sayer PO Box 307 Fay AR 02
Notice of violation of 3948 & 95.01

Additional duplicates will be saved in person

1-21-02 PH & MM attempted to serve writ. Note to Mrs. Langford @
1:30pm Vantucketh. Mjr not in after 1:00 pm - no one knows where she
lives

Wait to apt #19. Mr. Langford received a card for copy of viol. letter
written PH.

2-702 Posted Violation @ home and took 1 picture.

2-11-02 Mr. Langford called asking if we could wait. Asked if we could help w/ Dumpster & fees. I agreed to refer her to CD (Don).
Called Don @ 270 and gave him Mr. Langford's phone #.

1200 S. Roberts Rd.

DATE	REMARKS
4/26/01	Mr. Langford called and advised electric bulk pickup scheduled the 14 day of May.
4/26/01	DT inspected property No change.
5/1	Some small amount of junk piled for pickup. Very Minimal Progress. Drew up violation 95.01 (nu.)
5-9-01	Viol. in mail
5/14/01	RT PH & MM pile in front gone - lawn mowed. Green leaf & grass improves looks but Junk & Debris still exists in large amount around South side & Behind. Took 1 photograph
5/28/01	Mail returned unclaimed.
6/1/01	3:18 PM PH & DT. 1 picture from N.E., 2 pictures from W. 1 from W looking East
6/15/01	Mr. Langford lives @ #19 Nantuxett Apts - Source: Sherlie Baker M.J.R. (PH) 4424132
7/27/01	I inspected MM & PH No change in progress.
7-9-01	1999 \$2000 N.E. Paid. Bureau 241.15 + interest + penalty 2000 242.28 Commission of State Lands 1999 taxes will go to state (annual) Gather State / Brenda Langer PO Box 307 02 Mortgage Petition to redeem to # 21 st / Oct 1999 93-98
9:30 AM 1-17-01	Recap of above phone conversation adam @ Commission of State Lands office @ 501-324-9222. State land was redeemed in Oct 1999 by Carol Langford (for delinquent taxes in years 93-98). Mail to Brenda Langer PO Box 307 Fayetteville AR, 72702. County collector states land in delinquent now for tax years 1999 & 2000. Checked current county assessor record - ownership goes to Langford, Gordon L. @ this address. (Roberts Rd)

1200 S. Roberts Rd.

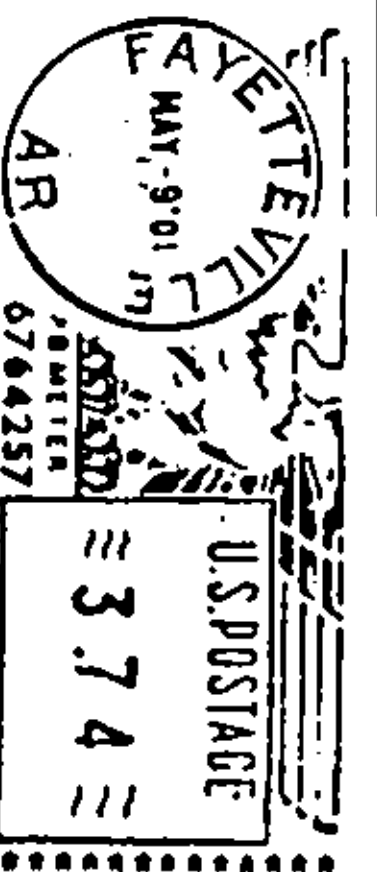
DATE	REMARKS
3-13-01	1055AM - No further change, took 12 pix, photo photo
	1:00PM - Note - please call Cora Hankford @ 521-8767, she has FEMA coming & a truck to haul off mat'ls.
	2:15PM (after office mtg) called Mrs. Hankford, NO ans. re try shortly
	4:30PM Spoke w/ Mrs. Hankford, she repeated above & stated has had another heart attack, but will continue working on problem.
3-26	C. Langford, 521-8767, called in, was neighbor or friend who is going to help, but weather prohibitive now due to her health.
3-27	8:30A E. Roberts called to check status, he stated had talked to FEMA (against removal or refurbish of here.) Has not seen any action at site. Requested keep working & update him on problem or progress. R/T 3-28
4/4/01	PH & MA inspected site - no change.
4-10-01	9:45AM - Spoke w/ Mrs. Hankford on phone, need to see progress in 4 phvs, she states went back moving items, but has help coming Easter weekend, requested she contact D. Hancock, x270, ASAP for dumpster to put on site.
4/10/01	D. Hancock will be handling eligibility documents to qualify for CD help.
4-11-01	D. Hancock delivered appl. to Mrs. Hankford
4-16-01	Call Mrs. Hankford, D. Hancock reports appl. not turned in, need action ASAP.
4-19	1045A - D. Hancock states he has 2PM meet w/ Mrs. Hankford to complete appl. for assistance. He will return w/ appl. & proceed.

1200 S. Roberts Rd.

DATE	REMARKS
1-25-01	Complaint of Trash & debris, junk & cans; owned by Hankford
2-1-01	Drive by, initial insp., PH & MM, compl. valid; v wch.
2-5-01	Research owners, Gordon H. Hankford - no phone listing; no phone lists Leroy Hankford, ph 521-8767.
2-6	9:10 AM E. Roberts called BR. checking on status, BR. informed him we were beginning work on project & would take some time. E.R. @ X 5:04
	11:15 AM Stop & insp., no ans. to knock, left card on dr., Valid compl. No. yard: included as old camp pump flr., 2 sheds, lawn furn. (OK), broken toys, Fristyd; furniture (4 drawers, 1 recliner,) lawn mower, scattered Greenwood, Front porch full of trash, junk, magazines & refug., So. yard: assorted junk, shed collapsed on top of more items, 1 claim of 2 public autos, rear has auto & asst. junk visible from front, took 8 pix.
2-7-01	9:00 AM Sent 2 nd letter to G.H. Hankford or occup. R/E today, <u>2-28-01</u>
2-20-01	Ms. Cora Langford called - received letter - gets mail there. Ben sick can't do much very fast. Auto's don't belong to her "they belong next door and will be moved. Needs more than 20 days, indicated that we need to see continued progress. ↑
2-23-01	Eldon Roberts says - don't take excuses, owner knows how great the problem is and will resist doing anything. Take them legal if have to. BR
^{2:15 P} 2-28-01	No ans @ door, furn. in frtyrd has been piled for pickup with other junk also, still much to do. Front porch still full as are side and rear yards, 1 auto still remains. R/E 3-6
3-7-01	DISA - NO chg, v/MM - pros.

CERTIFIED MAIL

[REDACTED]



~~9800~~ 1670 0012 8989 5225

A graphic of a hand holding a stamp that reads "RETURNED TO SENDER" and "UNCLAIMED".

~~Gordon L. Langford
1200 S. Roberts Rd.
Bryantville, Ark 72701~~

UNCLAIMED
JAN 10 1975
15-10-01
15-25

72701X7832

E, ARKANSAS

1-7700

Total Postage & Fees

(Endorsement Required)

(Endorsement Required)

Certified Fee

Postage

U.S. Postal Service
CERTIFIED
Domestic Mail OnlyCITY ENFORCEMENT OFFICERS
VIOLATION NOTICE

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the post office

Important Reminders:

- Certified Mail may ONLY be used for one piece of mail.
- Certified Mail is not insurable for more than \$500.
- NO INSURANCE for valuables, please.

For an additional fee, a receipt may be obtained upon delivery.

I, Gordon L. (please print) Gordon FIRST L. MIDDLE INITIAL
being an employee of the City Building Inspection Department of the City of Fayetteville, Washington County,
do hereby depose and says that he made an investigation;on May the 7th day of May, 2001 at 10:30 a.m.at 1200 S. Roberts Rd.

and found conditions, as set out below that exist which are contrary to current city regulations such as:

VIOLATIONS

DESCRIPTION OF VIOLATION

☒ Fayetteville Code of Ordinance As Amended by City Ordinance No. _____		95.01- Unsanitary or unsightly conditions on real property. * Porch and all yards are littered with large amounts of trash, debris and junk metal.
SECTIONS	GENERAL	
151.20	Building Code	
152.35	Electrical Code	
157.01	Plumbing & Gas	
158.65	Sign Code	
160.115	Zoning Code	
<u>95.01</u>	<u>Health & Sanitation</u>	
155.01	Housing	
98.07	R-O-W	
98.04	Sidewalks	
95.04	Public Nuisance	

THE ABOVE VIOLATIONS MAY BE CORRECTED IN THE FOLLOWING MANNER:

Remove all trash, debris and junk, and dispose of same in a proper manner.

YOU ARE HEREBY NOTIFIED, AS PROVIDED FOR IN § see above OF THE FAYETTEVILLE CODE OF ORDINANCES, THAT THE ABOVE DESCRIBED VIOLATION(S) EXIST(S) AND MUST BE CORRECTED. SHOULD SAID VIOLATION CONTINUE TO EXIST ON OR AFTER 30 days from receipt, 2001, THE CITY WILL PROCEED WITH FURTHER LAWFUL ACTION.

VERIFICATION OF TIMELY CORRECTION MAY BE MADE BY PRESENTING THIS NOTICE TO THE INSPECTION DEPARTMENT ROOM 112, 113 WEST MOUNTAIN, FAYETTEVILLE, ARKANSAS OR BY CALLING (501) 575-8233.

Mike McKinney Property Inspector
SIGNATURE AND IDENTIFICATION OF PERSON SERVING VIOLATION NOTICE

DATE 5-7-01

FAYETTEVILLE

Copy
Mail 2-7-01

THE CITY OF FAYETTEVILLE, ARKANSAS

Date: 2-7-01

Owner: Gordon L. Hankford or Occupant

RE: 12005 Roberts Rd.
Fayetteville, AR 72701

It is the desire of the City of Fayetteville to assist and help the property owners as much as possible, but the violations that exist on your property require immediate attention.

The City of Fayetteville is willing to cooperate and give you twenty [20] days to correct the following violations:

1. 95.01 - Unsanitary or unsightly conditions on real property.
2. 160.115 - Parking and storage of certain vehicles.
* Cleanup and remove all trash, debris, junk and
unlicensed inoperable vehicles on premises.

You will be invoiced by the City for all costs to correct the violations if not corrected as requested.

Please call me at (501) 575-8237 if you have comments, questions, and/or if I may be of help.

Sincerely,

Preston Hammons

Preston Hammons,
Property Inspector

COMPLAINT FORM

NATURE OF COMPLAINT: Junk + old cars

NAME OF PROPERTY OWNER: _____

ADDRESS OF COMPLAINT: 1200 ~~St~~ Roberts Rd

The following information would be of assistance in correcting the problem.

YOUR NAME: Elden Roberts

ADDRESS: _____

PHONE NUMBER: _____ DATE: 2/5/01

Return form to:

SIGNATURE _____

Inspection Division, 113 W. Mountain, Fayetteville, AR 72701

DO NOT WRITE BELOW THIS LINE

DATE RECEIVED: 2-5-01

DATE CORRECTED: _____

ACTION TAKEN: _____

Washington County Real Estate Assessment Record

Parcel Number **765-13109-000**

Property Type **RI**

Location Address **1200** **ROBERTS** **RD**

Owner **LANKFORD, GORDON L.**

Mailing Address **1200 ROBERTS DR**

FAYETTEVILLE **AR** **72701**

Value Information

Current year **2001**

	Appraised	Assessed
Land value	16,000	2,200
Imp. value	18,250	2,981
Total value	34,250	5,181

Legal Description

Lot Block

Section-Township-Range **19-16-29**

Addition **19-16-29 FAYETTEVILLE OUTLOTS**

Legal **PT SE NW 1 A.**

Deed **10/21/99** **99-95852** **RD** **0.00** **0**

School District **FAYETTEVILLE SCHOOLS** City description **FAYETTEVILLE**

Deeds Since 1985

Parcel Number

Date

Book Page

Deed Type

Revenue Sale Amount

Grantor

Other Grantors

Notes

REDEMPTION DEED NO. 138765



CHARLIE DANIELS
COMMISSIONER OF STATE LANDS
STATE OF ARKANSAS

Issued under the provisions of Act 151 of 1891, Act 628 of 1983 and Act 814 of 1987

WASHINGTON CO AR
R. HARNES

99 OCT 25 AM 11 11

FILED FOR RECORD

THE STATE OF ARKANSAS:

To All Whom these Presents Shall Come — GREETINGS:

KNOW YE THAT, WHEREAS: The following described lands situated in the County of Washington in the State of Arkansas, to Wit:

Description: PT. SE1/4 NW1/4 S.D. 011

Section: 19

Township: 16N

Range: 29W

Acres: 1

Addition: OUTLOTS

City: FAYETTEVILLE

Parcel Number: 765-13109-000

Year Forfeited: 11-2 1993

Receipt #: 96202

were certified to the Commissioner of State Lands, by the County Collector for the non-payment of taxes for the years hereinbelow set forth; and that the taxes, penalties, interest and cost outline below have been paid to the Commissioner of State Lands;

AND WHEREAS GORDON L. LANKFORD (DECEASED)
1200 ROBERTS DRIVE
FAYETTEVILLE, AR 72701

claiming to be the owner(s) of said real property, filed a petition to redeem duly verified according to the law, showing such ownership.

NOW THEREFORE, I, CHARLIE DANIELS, Commissioner of State Lands within the State of Arkansas, for and in consideration of \$1,604.44 so paid and by virtue of the authority in me vested by law, do hereby release and quitclaim unto the said GORDON L. LANKFORD (DECEASED) and their heirs and assigns forever all right, title and interest the State of Arkansas acquired under any forfeiture, sale or condemnation for taxes.

WITNESS MY HAND AND OFFICIAL SEAL October 21, 1999

Taxes	1993 - 1998	\$1,195.24
Imp. Tax Due		\$0.00
Interest		\$248.43
Penalty		\$119.52
County Costs		\$3.25
Recording Fee		\$8.00
Deed Fee		\$5.00
Commissioner Fee		\$25.00
Municipal Lien		\$0.00
Total Paid:		\$1,604.44

Charlie Daniels
 Commissioner of State Lands

 Acting
 Deputy Commissioner of State Lands

Deed
 Mail to: GORDON L. LANKFORD
 1200 ROBERTS DRIVE
 FAYETTEVILLE, AR 72701

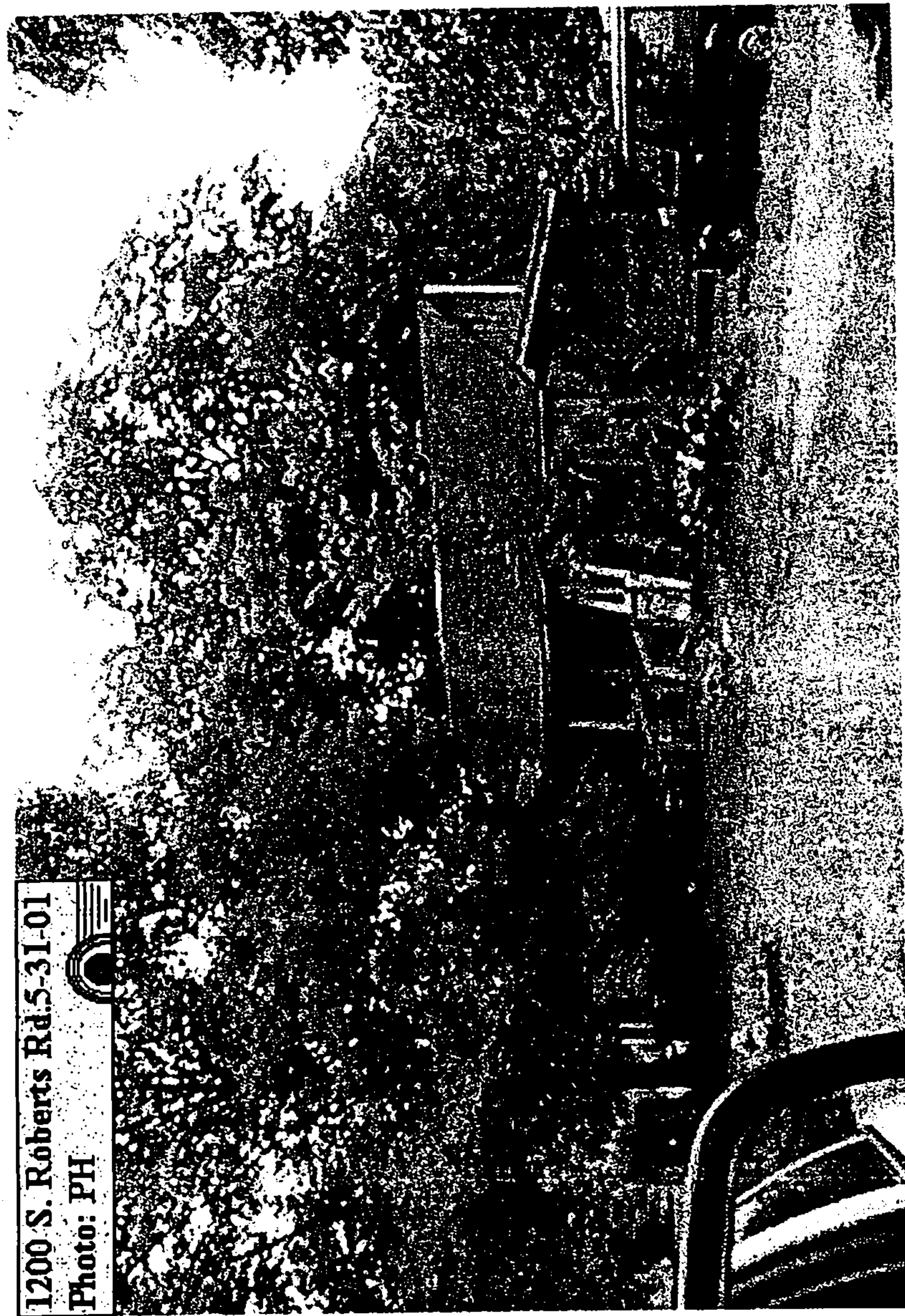
99095852

1200 Roberts Rd. 1-17-02
Photo: MM



1200 S. Roberts Rd. 5-31-01

Photo: PH



STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of April 17, 2002.

FROM:

Tim Conklin

Planning

Urban Development

Name

Division

Department

ACTION REQUESTED: To approve an ordinance for VA02-1, submitted by Ken and Kathie Marvin for property located between lots 8, 9, 10 and 11 of Block 5 of Rochier Heights Subdivision. The request is to vacate the alley between lots 8, 9, 10 and 11 as shown and described on the attached maps and legal descriptions.

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 on March 25, 2002, Planning Commission voted 9-0-0 to recommend and forward the vacation to the City Council.

Division Head

3-28-02

Date

Department Director

4-3-02

Date

Administrative Services Director

4-3-02

Date

Director

u

Mayor

Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

Consent _____
 New Business _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING VA02-1.00 TO VACATE AND ABANDON A 10' WIDE ALLEY LOCATED BEHIND LOTS 8-9 AND 10-11 OF ROCHIER HEIGHTS SUBDIVISION, CITY OF FAYETTEVILLE, ARKANSAS AS SHOWN ON THE ATTACHED MAP.

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes, and

WHEREAS, the City Council has determined that the following described right-of-way is not required for corporate purposes.

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

Section 1. That the City of Fayetteville, Arkansas hereby vacates and abandons all of its rights together with the rights of the public generally, in and to the following described right-of-way:

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

Section 2. That a copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

DRAFT

By _____
Dan Coody, Mayor

ATTEST:

By _____
Heather Woodruff, City Clerk

EXHIBIT "A"

THE PLATTED ALLEYWAY BETWEEN LOTS 8-9 AND 10-11 IN BLOCK 5 OF PREVIOUS
PLATTED ROCHIER HEIGHTS IN THE NE $\frac{1}{4}$, NE $\frac{1}{4}$ OF SECTION 20, T-16-N, R-30-W, IN
WASHINGTON COUNTY, ARKANSAS.

Estes: The next item on the agenda is item number eight, this was a conditional use request submitted by Robert Schmitt on behalf of Brian Dandy for property located at the southwest corner of Fletcher Ave. and Rodgers Dr. this item was to be heard only if item number eight on the agenda, the large scale development was approved. Because the motion to approve the LSD failed by a vote of five to four, item number nine is removed from the agenda.

VAC 02-1.00: Vacation (Marvin, pp 560) was submitted by Ken and Kathie Marvin for property located east of Rose and south of Rochier. The property is zoned R-2, Medium Density Residential and contains approximately 0.05 acres. The request is to vacate the alley between lots 8,9 10 and 11 of Block 5 of Rochier Heights.

Estes: Item number ten on the agenda is a vacation request. This is VAC -2-1.00, alley vacation submitted by Ken Marvin for property located at 828 and 830 S. Rose Ave., lots 8-11, block 5, Rochier Heights addition. The request is to vacate a 20' wide unimproved alley located to the south of lots eight and nine and to the north of lots 10 and 11 in the above-described subdivision. The recommendation is that the proposed alley vacation be forwarded to the City Council with recommendation for approval. Is the applicant or applicant's representative present? Yes Sir, do you have a presentation that you would like to make? If so, please state your name and provide us with the benefit of your presentation.

Marvin: I am Ken Marvin and I am going to make it real short. I have a four-plex on Rochier, I have an alley way behind my four-plex which I want to vacate so I can put another four-plex above it. That is short.

Estes: Thank you Mr. Marvin. Is there any member of the audience who would like to provide public comment on this requested alley vacation? Seeing none, I will bring it back to the Commission for discussions, motions. Commissioners?

Hoffman: At the risk of being run out of the Commission on a rail, I do have a question. I was up driving and talking to Tim on the cell phone trying to find this today and this is indeed a paper subdivision and there is nothing else there. My only question is are we going to block access to anybody else's property that doesn't have a road built to it by vacating this alley? Which I think I actually found.

Conklin: No.

Hoffman: We are not going to create land locking?

Conklin: The only way to get to the alley is on a paper street which doesn't exist so

by vacating the alley you are not vacating any current access on this entire hilltop.

Hoffman: When you look at a plat and you vacate the alley, if any of this was built, because that was all somebody's idea or dream at one time. Would you land lock any property where we are going to come back and have a problem?

Conklin: No, if you look at page 10.7a, those bigger lines are street right-of-way. These are all lots up there on paper street right-of-way. It is not going to block any individual parcels.

Hoffman: That is all I wanted to know. Thank you very much.

Marvin: I have a survey if you want to see it.

Hoffman: I don't need it, thank you.

Conklin: I just do want to make you aware, we did receive one letter concerned about this question that Commissioner Hoffman asked, it blocking access to their property. That is on page 10.4. Once again, I don't understand how it would block access when we have all this paper street right-of-way on this entire hillside. I did want to make you aware of that.

Estes: Thank you Mr. Conklin. Is there any other discussion? Any motions?

Motion:

Hoffman: I make a motion to approve this alley vacation 02-1.00.

Estes: We have a motion by Commissioner Hoffman to approve VAC 02-1.00, is there a second?

Ward: Second.

Estes: We have a second by Commissioner Ward. Is there any discussion? We have a motion by Commissioner Hoffman and a second by Commissioner Ward to approve VAC 02-1.00. Will the motion the pass? Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to recommend approval of VAC 02-1.00 to the City Council was approved by a vote of 9-0-0.

Estes: The motion passes by a unanimous vote. This will be forwarded to the Fayetteville City Council with recommendation for approval of the alley vacation request. Thank you Mr. Marvin.

PC Meeting of 25 March 02

FAYETTEVILLE

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

Alley Right of Way Vacation
Ken & Kathie Marvin

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner
Sara Edwards, Associate Planner
FROM: Ron Petrie, Staff Engineer
DATE: March 21, 2002

Project: VA 02-01.00: Alley Vacation (Ken & Kathie Marvin, pp 560) was submitted by Ken Marvin for property located at 828 and 830 South Rose Avenue, Lots 8-11, Block 5, Rochier Heights Addition. The request is to vacate a 20' wide unimproved alley located to the south of Lots 8 & 9 and to the north of Lots 10 & 11 in the above described Subdivision. See the attached maps and legal descriptions for the exact locations of the requested alley vacation.

A letter was received from an adjacent property owner that objects to the requested alley vacation. This letter has been included in the report.

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

Ozarks Electric - Not applicable.

Southwestern Electric Power Company - No objections.

Arkansas Western Gas - No objections.

SW Bell - No objections.

Cox Communications - No objections, provided that "any damage to or relocations of Cox facilities will be at the Owner's expense."

City of Fayetteville:

Water/Sewer - No objections.

Street Department - No objections.

Solid Waste - No objections.

Recommendation: Forward to City Council with Recommendation for Approval

PLANNING COMMISSION ACTION: yes Required
_____Approved _____Denied

Date: 03/25/02

Comments:

CITY COUNCIL ACTION: yes Required
 Approved Denied

Date: / /

PETITION TO VACATE an alley between Lots 8-9 and 10-11 in Block (5) of previous platted Rochier Heights in the NE ¼ NE ¼ of Section (20), T-16-N, R-30-W, in Washington County, Arkansas.

TO: The Fayetteville City Planning Commission and The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the alley sought to be abandoned and vacated, lying in between Lots 8-9 and 10-11 in Block (5) of previous platted Rochier Heights in the NE ¼ NE ¼ of Section (20), T-16-N, R-30-W, in the City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an alley.

That the abutting real estate affected by said abandonment of the alley are Lots 8-9 and 10-11 in Block (5) of previous platted Rochier Heights in the NE ¼ NE ¼ of Section (20), T-16-N, R-30-W, in the City of Fayetteville, Arkansas and never used by the public, remaining a field to this day, and the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described alley.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

We, the petitioners, have already constructed and rent a fourplex on lots Lots 8-9, Block 5, and would like to be able to place a driveway over the afore mentioned alleyway to construct a fourplex on lots 10-11, Block 5.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this 21 day of March 2002.

Kathie Marvin

Kathie Marvin

Ken Marvin

Ken Marvin



UROLOGY ASSOCIATES

220 McAuley Court
Hot Springs National Park, AR 71913
Phone (501) 623-8110 - Fax (501) 623-2296

RECEIVED

MAR 21 2002

PLANNING DIV.

PHILIP A. WOODWARD, M.D.

CHARLES C. WRIGHT, JR., M.D.

NIRMAL K. KILAMBI, M.D.

Date: March 18, 2002

To: The Fayetteville Planning Commission
115 West Mountain
Fayetteville, AR 72701

Dear Commissioner's:

This is in response to a public hearing notice which affects my property involving Rochier Heights. This property is currently under consideration by perspective buyers. The property involved in the proposed VACATION would affect public and private access to my property. This is a public safety issue. This alley allows additional access to my property and there is concern as to limiting fire and police access. I have consulted with commercial realtors who are working with me and they concur. We ask that you vote in opposition to the proposed VACATION adjacent to my property.

Sincerely,

Charles C. Wright

**WASHINGTON COUNTY ABSTRACT
& TITLE COMPANY, INC.**

**212 West Emma Avenue
P.O. Box 348
Springdale, AR 72764**

**Phone (479) 751-2183
Fax (479) 756-2918**

Visit our Website "wacotitle.com"

March 21st, 2002

**City Engineer/Planning Director
The City of Fayetteville
Fayetteville, AR**

**Re: Kathie Anne Marvin & Kenneth E. Marvin, Wife & Husband
Lots 8, 9, 10 & 11, Block 5, Rochier Heights**

We hereby certify that we have searched the Washington County land records as of March 21st, 2002, and find that the following described lands, situated in Washington County, Arkansas, and more particularly described as follows:

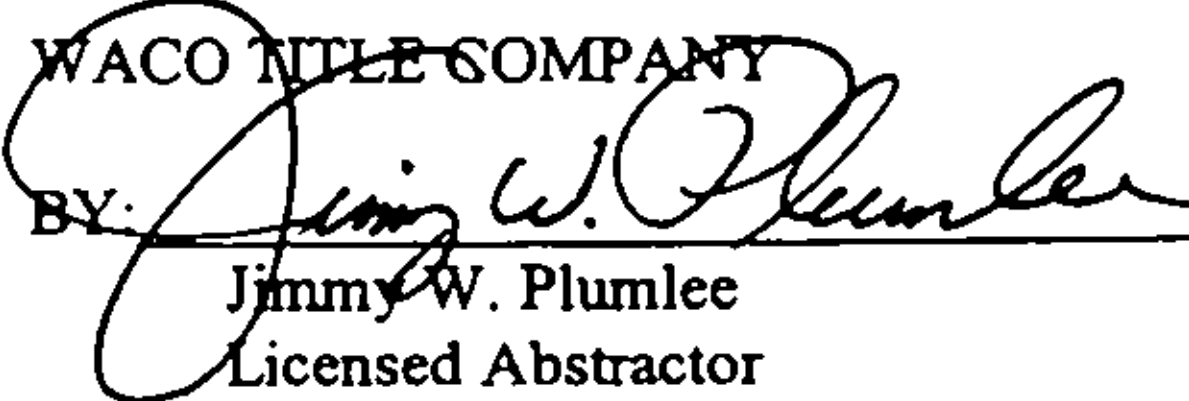
**Lots Numbered Eight (8), Nine (9), Ten (10) and Eleven (11), Block
Numbered Five (5), Rochier Heights, Fayetteville, Arkansas,**

are owned by Kathie Anne Marvin and Kenneth E. Marvin, Wife and Husband, by Deeds filed for record as Land Document No. 97005456 and Land Document No. 97005461 (Copies Attached) and that said property is listed on the Washington County Tax Rolls as Tax Parcel No. 765-10099-000 (Copy Attached).

Dated and certified this 21st day of March, 2002, at 8:00 A.M.

WACO TITLE COMPANY

BY:


**Jimmy W. Plumlee
Licensed Abstractor**

NORTHWEST ARKANSAS' TITLE COMPANY OF THE PAST, PRESENT & FUTURE

VAC02-01.00

Close Up View

MARVIN



ROSE AVE

ROCHIER ST

Subject Property

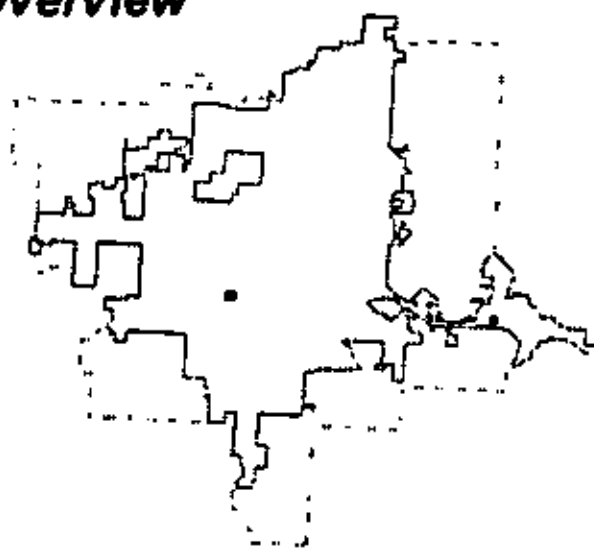
R-2

R-2

PARIS AVE

L-1

Overview



Legend

Subject Property

VAC02-01.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

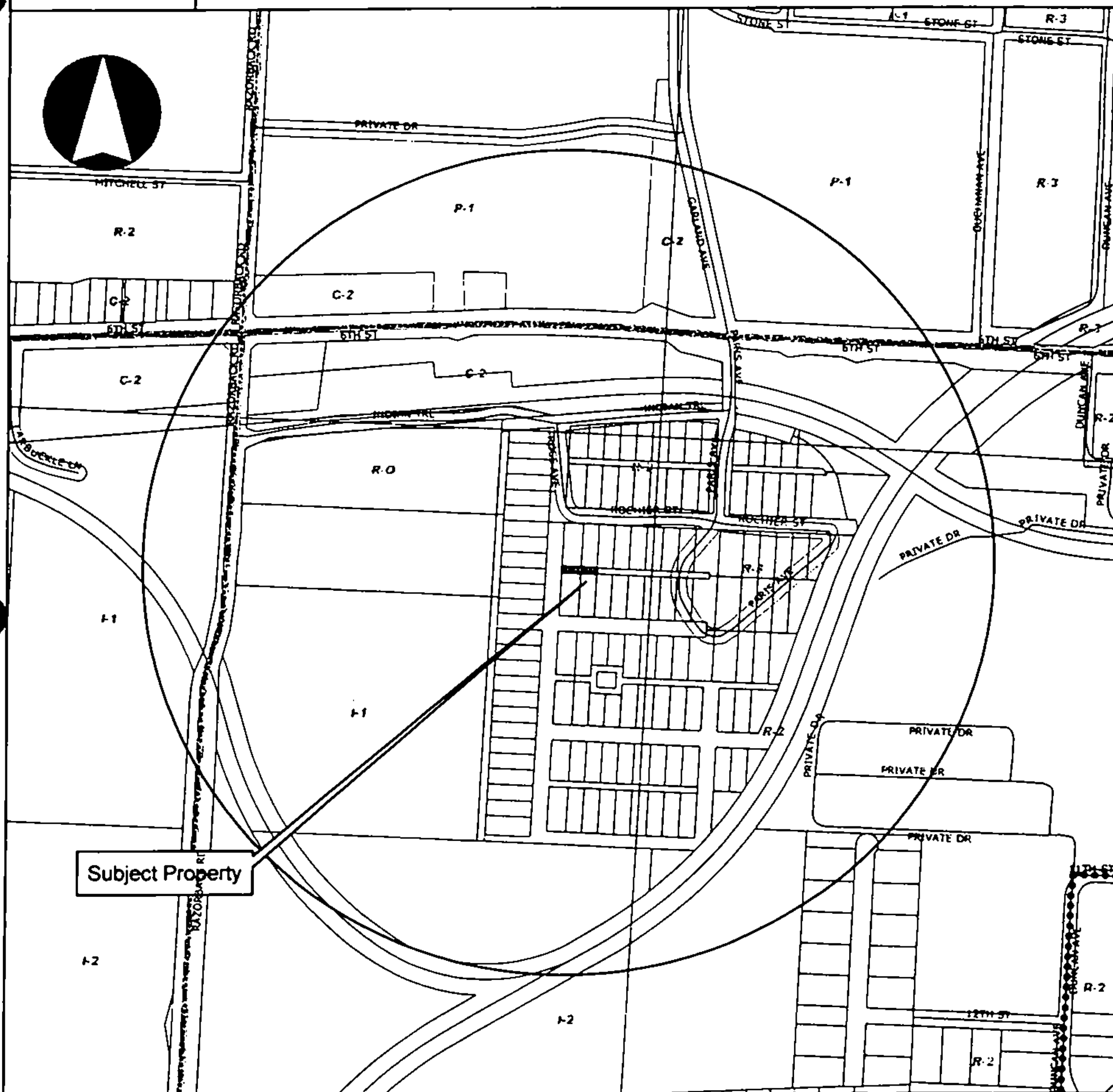
Historic Collector

0 37.5 75 150 225 300 Feet

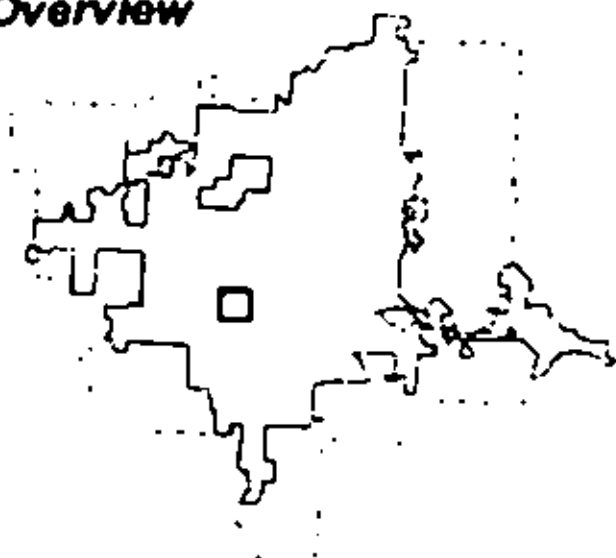
VAC02-01.00

One Mile View

MARVIN



Overview



Legend

Subject Property

 VAC02-01.00

Streets

Existing

Planned

Boundary

 Planning Area

Overlay District

City Limits

☐ Outside City

Master Street Plan

 Freeway/Expressway

Principal Arteries

 Minor Arterial

Collector

 Historic Collector

0 0.035 0.07

0.14

0.21

0.28

Miles



STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of June 18, 2002

FROM:

Ed Connell
Name

Engineering
Division

Public Works
Department

ACTION REQUIRED: Approval of the Offer and Acceptance Contract between the City and Darrel Meredith Jr. and Ethel Meredith for the purchase of 0.4 acres, including a 3400 ft² building at the corner of Nonnamaker St. and School Ave. for the sum of \$120,000 plus closing costs, and an additional \$9,000 to cover costs of environmental soil testing and building modifications for use as city storage. This property is in the area designated for the Research & Technology Park and had been listed "For Sale" by the owners. Property was appraised for agreed price. Approximately \$80,000 is expected to come from the sale of Railroad ROW to the University of Arkansas and a budget adjustment of \$50,000 is requested.

COST TO CITY:

\$ 129,000
Cost of this Request

1010-6600-5805.00
Account Number

NA
Project Number

\$ 386,513
Category/Project Budget

\$ 357,560
Funds Used To Date

\$ 28953
Remaining Balance

Land Acquisition
Category/Project Name

Miscellaneous
Program Name

General
Fund

BUDGET REVIEW:

☐ Budgeted Item

☒ Budget Adjustment Attached

[Signature]
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marsha Farthing 6/10/02
Accounting Manager Date

D.P. White 6/10/02
City Attorney Date

Danny Smith 6/10/02
Internal Auditor Date

ADA Coordinator Date

Purchasing Officer Date

STAFF RECOMMENDATION: Approval of the Contract for the purchase of said property. Approximately \$80,000 for this purchase will come from the sale of abandoned railroad right of way(now owned by the city) to the U of A. Said ROW is located between Garland and School, North of Cato Springs Rd. Approval for this sale is being considered by the U of A Board of Trustees.

[Signature] 06-06-02
Division Head Date

Cross Reference

[Signature] June 11, 2002
Department Director Date

New Item: Yes ☒ No ☐

[Signature] 6/11/02
Administrative Services Director Date

Prev Ord/Res #:

[Signature] 6/11/02
Mayor Date

Orig Contract Date:

STAFF REVIEW FORM

Description Purchase of Meredith property for the Research and Technology Park South

Meeting Date June 18, 2002

Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Reference Comments:

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

Budget Year 2002	Department: General Fund Division: Miscellaneous Program:	Date Requested May 7, 2002	Adjustment #
---------------------	---	-------------------------------	--------------

Project or Item Requested:
Additional funding is requested for the purchase of .44 acres located at Nonnamaker Drive.

Project or Item Deleted:
None. Funding for this transaction is from the sale of railroad right-of-way and a portion of the previous land sale to the University of Arkansas. The funds remaining from the previous sale to the U of A are in fund balance.

Justification of this Increase:
The additional funding is needed to purchase land adjacent to the 19th Street and School Avenue land purchase earlier this year.

Justification of this Decrease:
Not Applicable.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Land	129,000	1010 6600 5805 00	

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Gain/Loss of Sale of Assets	79,000	1010 0001 4881 02	
Use of Fund Balance	50,000	1010 0001 4999 99	

Approval Signatures

Requested By 	Date 5-7-02
Budget Manager	Date
Department Director	Date
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type: A B C D E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

June 4, 2002

TO: Fayetteville City Council

THRU: Dan Coody, Mayor
Hugh Earnest, Urban Development Director

FROM: Ed Connell, Land Agent

RE: Research & Development Park (South Side)
Meredith Property Purchase

The city and Mr. and Mrs. Darrel Meredith have entered into a contract for the purchase of a 0.4 acres tract of land at the corner of Nonnamaker Dr. and School Ave., across from Research Center Blvd. This property was listed "For Sale" in early May and the city needed to make an offer since this property, along with others around Nonnamaker Drive, had been designated for acquisition over time as part of the Research and Development Park associated with the "Genesis" program of the University of Arkansas.

The city had the property appraised and the appraisal amount of \$120,000 was accepted by Mr. and Mrs. Meredith. The property has a 3,400 ft² building on it which can be used for city storage instead of renting storage capacity as we do now. The subject building was most recently used by the World Boxing Federation and a number of years ago housed a shop and chrome plating concern. The city has hired Terracon, Inc. to sample the soils around the building for higher or hazardous levels of metals, the results of which are yet to be delivered. The results will be made known to you before you vote on this purchase. The budget adjustment is meant to cover this expense plus some anticipated building maintenance.

Attached you will find a copy of a general information memorandum you received late last month relative to the acquisition of properties associated with the eventual establishment of a Research and Development (Light Industry) Park near the Genesis Center. In association with this effort, the University is expanding the capability and function of the facilities at Engineering South and are in the process of acquiring properties on the west side of School Avenue and north of Cato Springs Rd. They purchased two parcels from the city earlier this year and are now looking to purchase the old railroad right of way between Garland and school that the city acquired from Burlington Northern/ Santa Fe in 1999. We are working on the documentation for that sale, the agreement which will be submitted for your approval in late July.

Since the Meredith property was about to be sold, it was prudent for the city to try and purchase at this time. Other properties from Nonnamaker to 22nd Street are currently being appraised although the city is not in a position to actually purchase at this time. We did not want someone else to buy it and then have the city try to purchase it a year later. We do not anticipate any additional purchases this year. Your approval of this contract is requested.

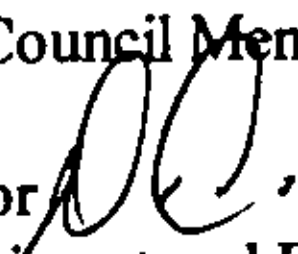
FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: May 21, 2002

TO: Fayetteville City Council Members

THRU: Dan Coody, Mayor 
Ray Bordreaux, Airport and Economic Development Director
John Maguire, Economic Development Coordinator
Greg Boettcher, Public Works Director
Jim Beavers, City Engineer

FROM: Ed Connell, Land Agent 

RE: Research & Technology Park (South Fayetteville)
Property Sales and Acquisition
FYI - General Update

During the past few months, the City and the University of Arkansas have been in the process of developing a plan that would provide for a Research & Technology Park area associated with Engineering South "Genesis" Center. Much of this plan is still in the development stage, however, the areas of interest by the University have been defined and both parties, in an effort of cooperation, are working toward that means.

As of now, the University is looking toward a major expansion of the Engineering South facilities. Over the past years, many a program has been developed by "Genesis", but minor and major business and industrial development has gone elsewhere. The endeavor of the U of A is to secure an area close to "Genesis" for R & T purposes, thus the city has been called upon to help in securing an area for future installation of intermediate or small industrial purposes. The U of A is looking to purchase properties along School Avenue from Town Branch south to Cato Springs Road. To this endeavor, they purchased two tracts of City land along Research Center Blvd. earlier this year. Some of that money was used, indirectly, for the City to purchase 32+/- acres on the east side of School Ave. from Mr. Bryan Walker III. This area is part of the U of A plan, however, their plan extends further south to include properties around Nonnamaker Dr. down to the north side of 22nd Street.

Mr. And Mrs. Kenneth Easterling own about 25 acres on the north and east sides of the "Genesis" Center. The U of A is currently in negotiations with Mr. Easterling for this acquisition. They have recently purchased two parcels of land from Dash Goff along School Ave. Eventually, they would like to go both east and west from the Research Center in the acquisition of land to go into this R & T Park. As parcels come on the market, they have the approval to make offers for this purpose. Part of the area they wish to acquire is the 100 foot wide abandoned railroad right of way that goes from Garland Ave. to School St. and is owned, by QCD, by the City. The City acquired this ROW in 1999 from Burlington Northern/ Santa Fe Railroad, the initial purpose was to develop a trail to the Industrial Park. The Railroad would only convey this in Quit Claim Deed, thus the city can only convey in QCD. The U of A has indicated that they

plan the installation of a trail along Town Creek in conjunction with the development of a recreation park on the Easterling property, north of the railroad corridor. It has been decided that this railroad bed will not be used for the installation of a new track to the Industrial Park. The City has obtained an independent appraisal of this 7.68 acres of RR ROW, that being \$79,000. At this point, it is the intention of the administration to sell the railroad right of way to the University and use such monies toward the purchase of a track of land (w/building) at the corner of Nonnamaker & S. School.

The property the city wishes to purchase belongs to Darrel and Ethel Meredith and was formerly used by the World Wrestling Federation on lease from Meredith. This property has been listed "For Sale" and according to the listing agent, a number of interested parties are looking at it for investment purposes. The parcel(s) is part of the area to be acquired for the R & T Park and it is considered prudent to move on this tract at the time it is for sale. An independent appraisal put the fair market value at \$120,000. This includes 0.44 acre of land and a main building of approximately 3,450 ft². The City is currently leasing space from Lazenby for storing equipment and this building can be used for that purpose. Some work (overhead door replacement) will be required on the building but it is in reasonable to good shape for the most part.

The city is preparing to make an offer of \$120,000 to Mr. and Mrs. Meredith on this property. Although other offers are pending, Mr. Meredith would prefer to work with the city, especially since the area has been designated for the eventual development of an R & T Park. The purchase of this property will not require new or additional public funds. In January, 2002, the city sold to the University two tracts of land for \$459,000. Of that income, \$360,000 was used in the purchase of 32 acres from Bryan Walker III on 19th and School, leaving a balance into the reserve fund of \$ 99,000. Of that reserve, \$25,000 was used for the Pay Plan Review, leaving a net balance in the reserve fund, from the above source, of \$74,000. We anticipate an overall cost of approximately \$129,000 for the purchase of, environmental testing and some minor repair work on the Meredith property. As indicated above, the sale of the railroad right of way will bring in approx. \$79,000, and the remaining \$50,000 will come from the reserve fund, leaving a net positive balance of \$24,000. Of that balance, approximately \$ 10,000-11,000 will be required to do the demolition and disposal of the old buildings on the Walker property.

<u>Activity</u>		<u>Value</u>	<u>To / From</u>	<u>Balance in</u>
		<u>\$</u>	<u>Reserve Fund</u>	<u>Reserve Fd.*</u>
			<u>\$</u>	<u>\$</u>
1.	Sale of 20 th Street Properties to U of A	459,000	459,000	459,000
2.	Purchase of Walker Property	360,000	-360,000	99,000
3.	Pay Plan Review	25,000	- 25,000	74,000
4.	Sale of RR ROW to U of A	79,000	79,000	154,000
5.	Purchase of Meredith Property	120,000	-120,000	34,000
6.	Meredith Prop. other Expenses	9,000	- 9,000	25,000
7.	Walker Prop Demo. & Disp.	11,000	- 11,000	14,000

* South Research & Development Park activities

Within the next month, agenda items will be presented to the City Council for (1) the sale of the railroad right of way between Garland and School to the U of A and (2) the purchase of the Meredith property. At this point, the administration does not anticipate any additional purchases in this area for the year 2002 due to limited resources. We will, however, be looking into obtaining independent appraisals for the 8-9 outstanding parcels that will constitute the remainder of the R & T Park.

OFFER AND ACCEPTANCE CONTRACT

1. The City of Fayetteville, Arkansas, a municipal corporation, hereinafter referred to as the Buyer, offers to buy, subject to the terms and conditions set forth herein, the following described property:

PROPERTY DESCRIPTION

A part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 21, Township 16 North of Range 30 West, being more particularly described as beginning at a point which is 715.81 feet South and North 88° 58' 00" West 482.56 feet from the Northeast corner of said forty acre tract and running thence South 09° 04' 00" West 65.0 feet; thence running North 88° 58' 00" West 200.00 feet to the East right of way line of U. S. Highway 71(now 71-B); thence North 09° 04' 00" East along said right of way line 65.0 feet; thence South 88° 58' 00" East 200.00 feet to the Point of Beginning, containing 0.30 acre, more or less. Also, a part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 21, Township 16 North of Range 30 West, being more particularly described as beginning at a point which is 780.81 feet South and 685.0 feet West from the Northeast corner of said forty acre tract, said point being on the East right of way line of U. S. Highway 71 (now 71-B); thence South 09° 04' 00" East 40.0, thence East 150.0 feet; thence North 09° 04' 00" East 40.0 feet; thence North 88° 58' 00" West 150.0 feet to the Point of Beginning, containing 0.14 acre, more or less.

2. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of **\$120,000.00**.
3. **Contingent Earnest Money Deposit:** The Buyer herewith tenders a check for **\$3,600.00** to **Darrel Meredith Jr. and Ethel Meredith**, husband and wife, hereinafter referred to as the Seller, as earnest money, which shall apply on the purchase price. This offer of purchase is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be returned to the Buyer by the Seller. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the Buyer. If the Buyer fails to fulfill his obligations under this contract or after all conditions have been met, the Buyer fails to close this transaction, the earnest money shall become liquidated damages to the Seller and the Seller's exclusive remedy.
4. Conveyance will be made to the Buyer by general Warranty Deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such conveyance shall include mineral rights owned by the Seller.
5. The Seller shall furnish a policy of title insurance in the amount of the purchase price from a title insurance company as selected by the Buyer. The cost of such title insurance shall be that of the Seller.
6. Seller agrees to allow Buyer, if Buyer so desires, at Buyer's expense, to survey the property. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer

OFFER AND ACCEPTANCE CONTRACT

Page 2 of 4

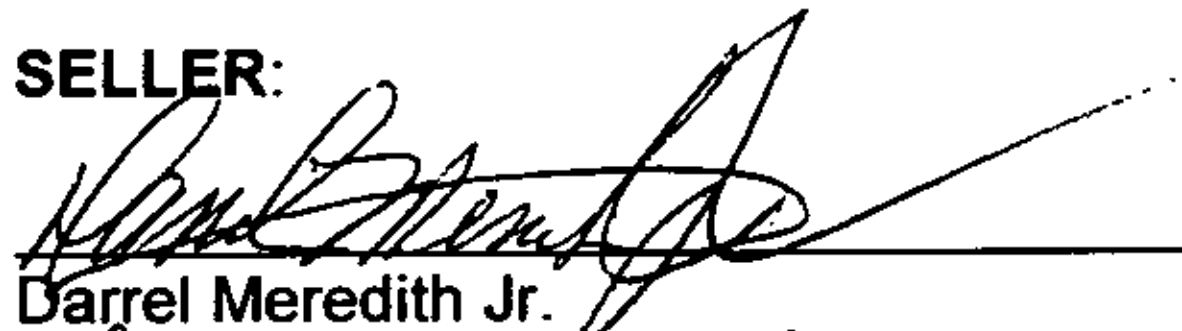
7. Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.
8. The closing date is designated to be within **Thirty (30)** days after approval of this Contract by the Fayetteville City Council. This Contract will be submitted to the Fayetteville City Council within four (4) weeks of the date of Seller's signature.
9. Closing costs, except for those items heretofore mentioned, shall be shared equally between Buyer and Seller.
10. Possession of the property shall be delivered to the Buyer on the date of closing.
11. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.
12. All fixtures, improvements and attached equipment are included in the purchase price.
13. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.
14. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge. Upon acceptance of all conditions and terms of this Offer and Acceptance, Buyer shall bear the costs of any and all testing for the existence of environmental hazards. Should the existence of environmental hazards be determined, the Buyer has the unilateral right to void this Contract. The Buyer does not accept any ownership rights to the land nor responsibilities toward any environmental hazards that might be located thereon. However, the parties can agree to cure any environmental hazards without voiding this Contract.
15. This agreement shall be governed by the laws of the State of Arkansas.
16. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.

OFFER AND ACCEPTANCE CONTRACT

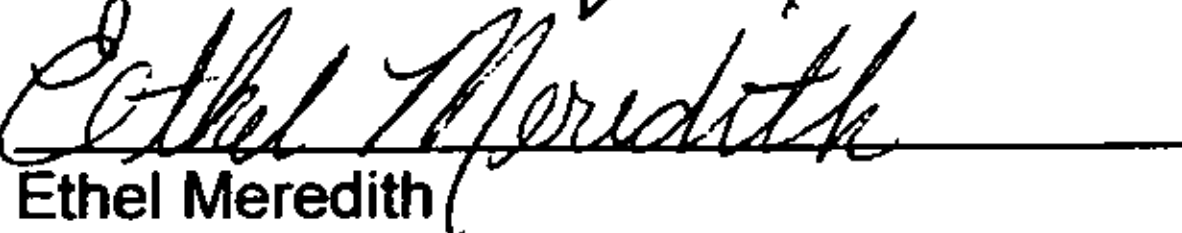
Page 3 of 4

17. This Contract expires, if not accepted by the Seller on or before the 25th day of May, 2002.
18. NOTICE: BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, EXCEPT, THE \$3,600.00 EARNEST MONEY DEPOSIT WILL BE RETURNED TO THE BUYER BY THE SELLER.

SELLER:

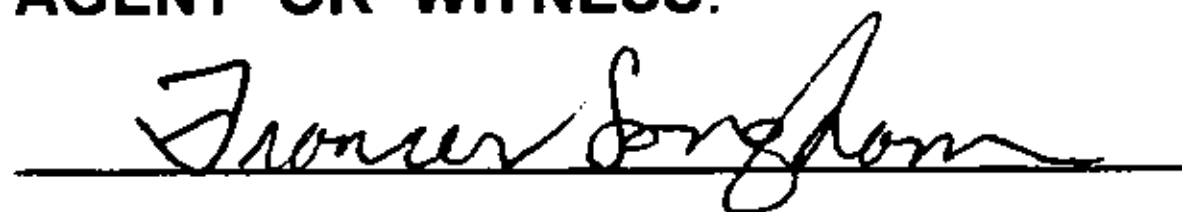

Darrel Meredith Jr.

Date: 5-21-02


Ethel Meredith

Date: 5-21-02

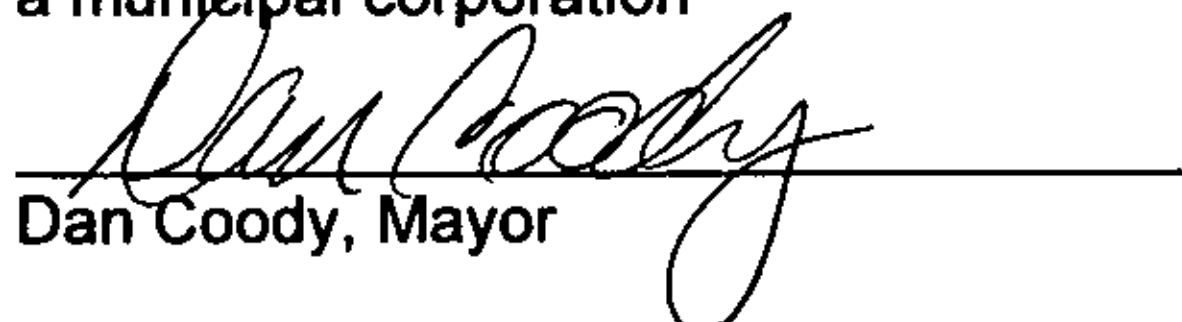
AGENT OR WITNESS:



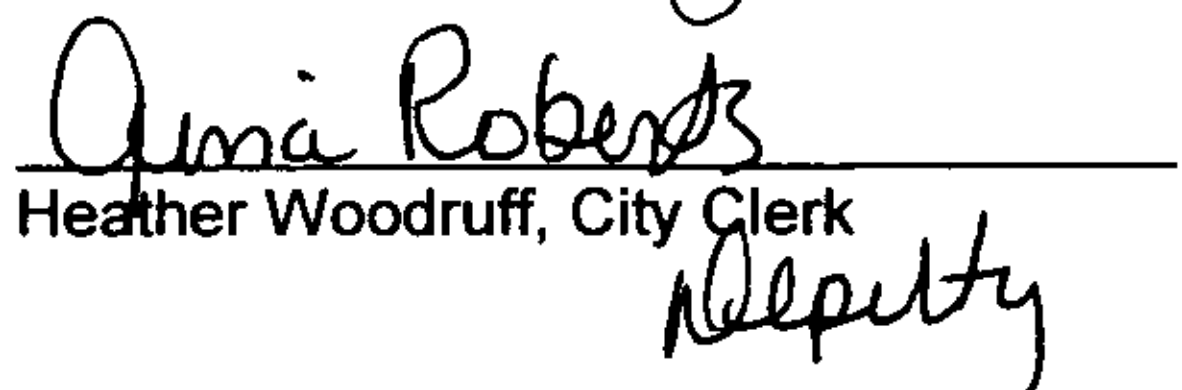
Date: May 21, 2002

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation


Dan Coody, Mayor

Date: 5/14/02


Heather Woodruff, City Clerk
Deputy

Date: 5-14-02

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
 COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Darrel Meredith Jr. and Ethel Meredith**, husband and wife, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

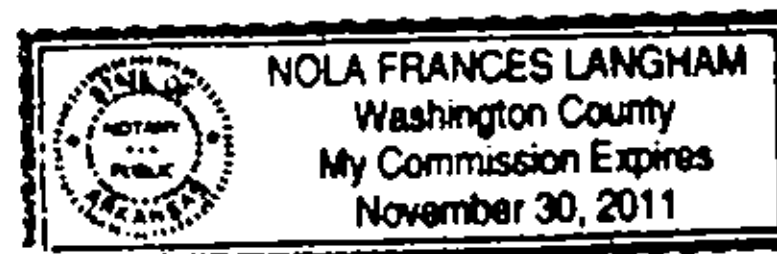
WITNESS my hand and seal on this 21 day of May, 2002.

Nola Frances Langham

Notary Public

MY COMMISSION EXPIRES:

11/30/2011



ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
 COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Dan Coody and Jina Roberts**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor and Deputy City Clerk** of the **City of Fayetteville, Arkansas**, a municipal corporation, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

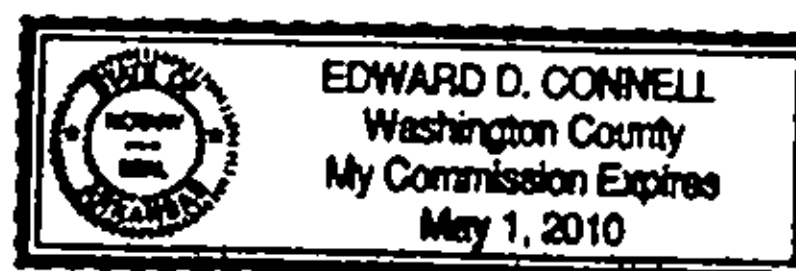
WITNESS my hand and seal on this 14th day of May, 2002.

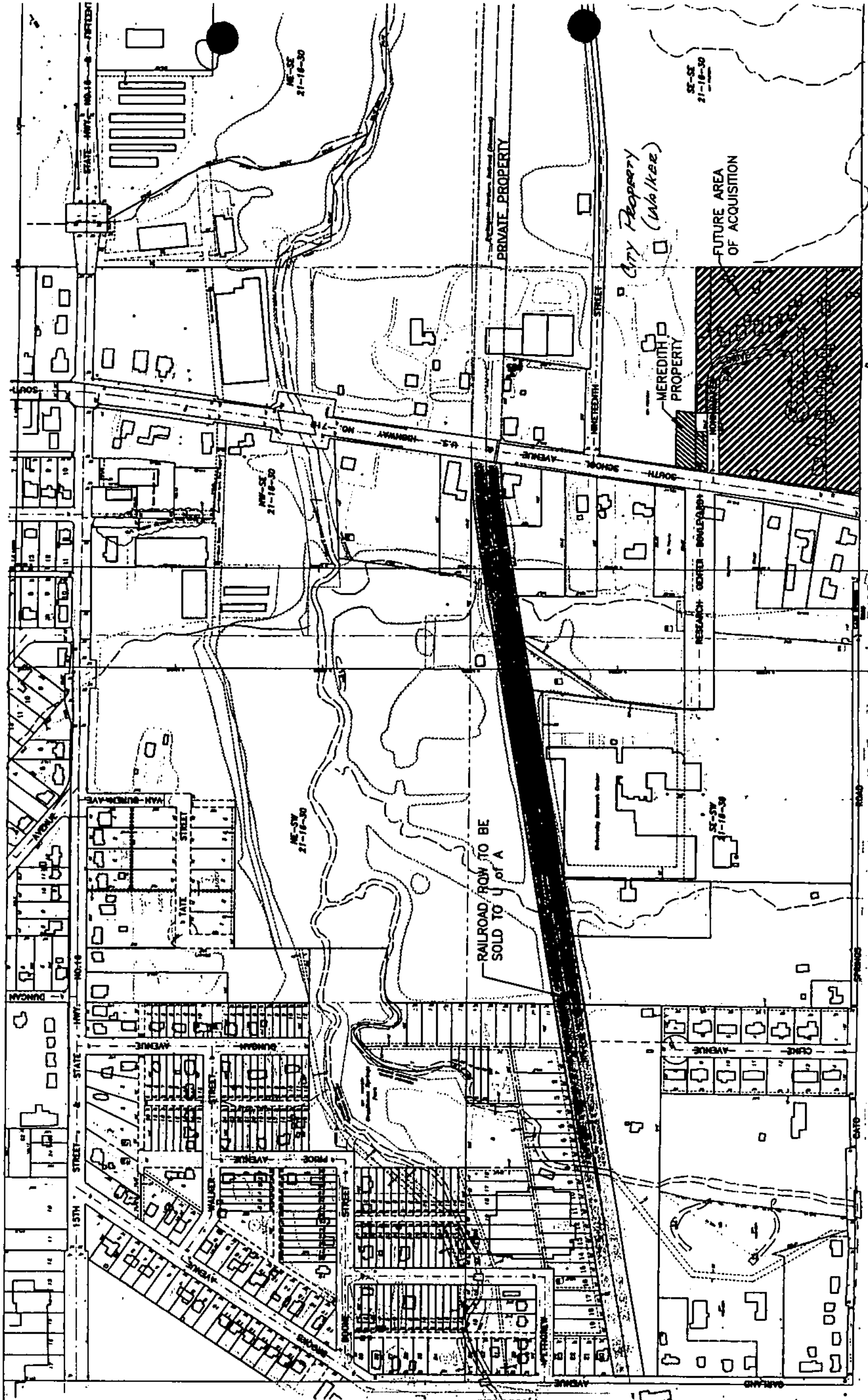
Edward D. Connell

Notary Public

MY COMMISSION EXPIRES:

05-01-2010





THE REAL ESTATE CONSULTANTS

• REALTORS • APPRAISERS • CONSULTANTS •

118 N. East Ave.
P.O. Box 726
Fayetteville, AR 72702

Phone (479) 442-0762

April 25, 2002

Mr. Ed Connell
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

RE: Appraisal Services – Darrel & Ethel Meredith
Parcel #s 765-15024-000 & 765-15008-001
2002 S. School Avenue & Adjacent Lot
Fayetteville, AR 72701

Dear Mr. Connell

In compliance with your request, and for the purpose of estimating the Market Value of the above captioned property, I hereby certify that I have personally inspected the property and made a survey of matters pertinent to the estimation of its value. The intended use of this appraisal report is for *Purchase Evaluation purposes of the City of Fayetteville.*

I further certify that I have no interest, present or contemplated, in the property under appraisal, and that the fee was not contingent upon the value estimate reported, nor based upon a percentage of the appraised value.

This report is considered a *Complete Summary Appraisal* and has been reported in a *summary narrative format*. The analysis is based upon information gathered from the owner, public records, MLS data, the appraiser's files, and other reliable sources, in addition to an exterior and interior inspection of the subject property and neighborhood. The report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation. The appraiser has applied all three appraisal approaches to determine the Market Value of the subject. The opinions set forth are stated as of *April 25, 2002*. *The effective date of this report is the date inspection – April 9, 2002.*

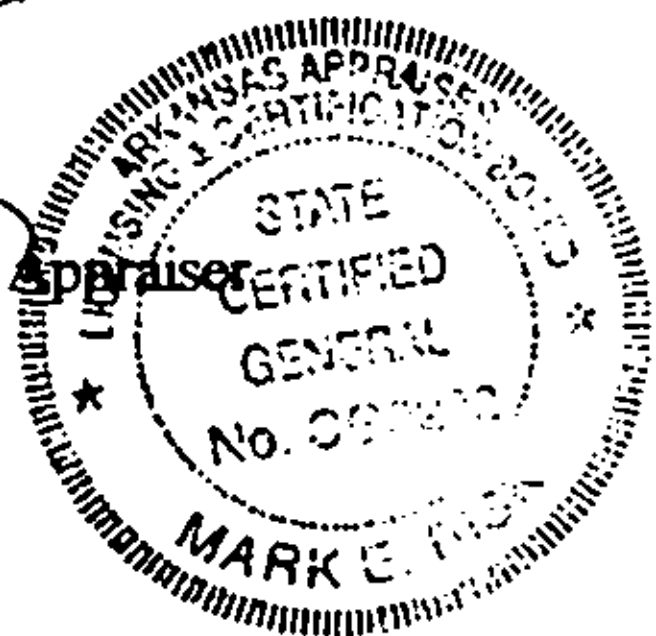
Based upon the inspection of the subject property and the investigation and analysis carried out in this report, it is the considered opinion of the appraiser that the Market Value of the subject property as of *April 9, 2002* and subject to the assumptions and limiting conditions set forth within the body of this report, is as follows:

ONE HUNDRED & TWENTY THOUSAND DOLLARS
(\$120,000)

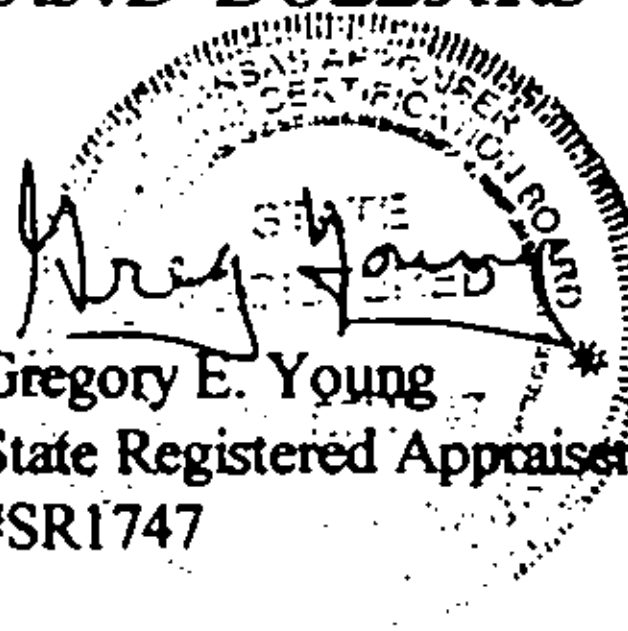
Respectfully submitted,

Mark E. Risk, GAA

State Certified General Appraiser
#CG0202



Gregory E. Young
State Registered Appraiser
#SR1747



WARRANTY DEED

HUSBAND AND WIFE CONVEYING AS TENANTS BY THE ENTIRETY, JOINTLY OR IN COMMON
 KNOW ALL MEN BY THESE PRESENTS:

That we, Albert Miller and Grace Miller, husband and wife and Edna Starnes hereinafter called Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to us in hand paid by Darrel Meredith, Jr. and Ethel Meredith, husband and wife

hereinafter called Grantee, do hereby grant, bargain and sell unto the said Grantee and Grantee's heirs and assigns, the following described land, situate in

Washington County, State of Arkansas, to-wit:

A part of the Southwest Quarter of the Southeast Quarter of Section 21, Township 16 North of Range 30 West, being more particularly described as beginning at a point which is 715.81 feet South and North 88 degrees 58 minutes West 482.56 feet from the Northeast corner of said forty acre tract, and running thence South 09 degrees 04 minutes West 65.0 feet, and running thence North 88 degrees 58 minutes West 200.0 feet to the East right of way line of U.S. Highway No. 71; thence North 09 degrees 04 minutes East along said right of way line 65.0 feet; thence South 88 degrees 58 minutes East 200.00 feet to the point of beginning, containing 0.30 acres, more or less. ALSO, A part of the Southwest Quarter of the Southeast Quarter of Section 21, Township 16 North of Range 30 West, being more particularly described as beginning at a point which is 780.81 feet South and 685 feet West of the Northeast corner of said forty acre tract, being the East right of way line of U.S. Highway No. 71, thence South 09° 04' ± 40 feet, thence East 150 feet, thence N 09° 04' E 40 feet, thence N 88° 58' W 150 feet to the point of beginning.

I CERTIFY UNDER PENALTY OF FALSE SWEARING THAT AT LEAST THE LEGALLY CORRECT AMOUNT OF DOCUMENTARY STAMPS HAVE BEEN PLACED ON THIS INSTRUMENT.

Signed: [Signature]
 Grantee

P.O. Box 1143, Fayetteville, Ark
 72702

TO HAVE AND TO HOLD the said lands and appurtenances thereto belonging unto the said Grantee and Grantee's heirs and assigns, forever. And we, the said Grantors, hereby covenant that we are lawfully seized of said land and premises, that the same is unencumbered, and that we will forever warrant and defend the title to the said lands against all legal claims whatever.

And we, the respective Grantors, hereby release and relinquish unto the said Grantee our respective claims, title and interest in and to said lands.

WITNESS our hands and seals on the 24th day of July, 1982
 THIS INSTRUMENT PREPARED BY:

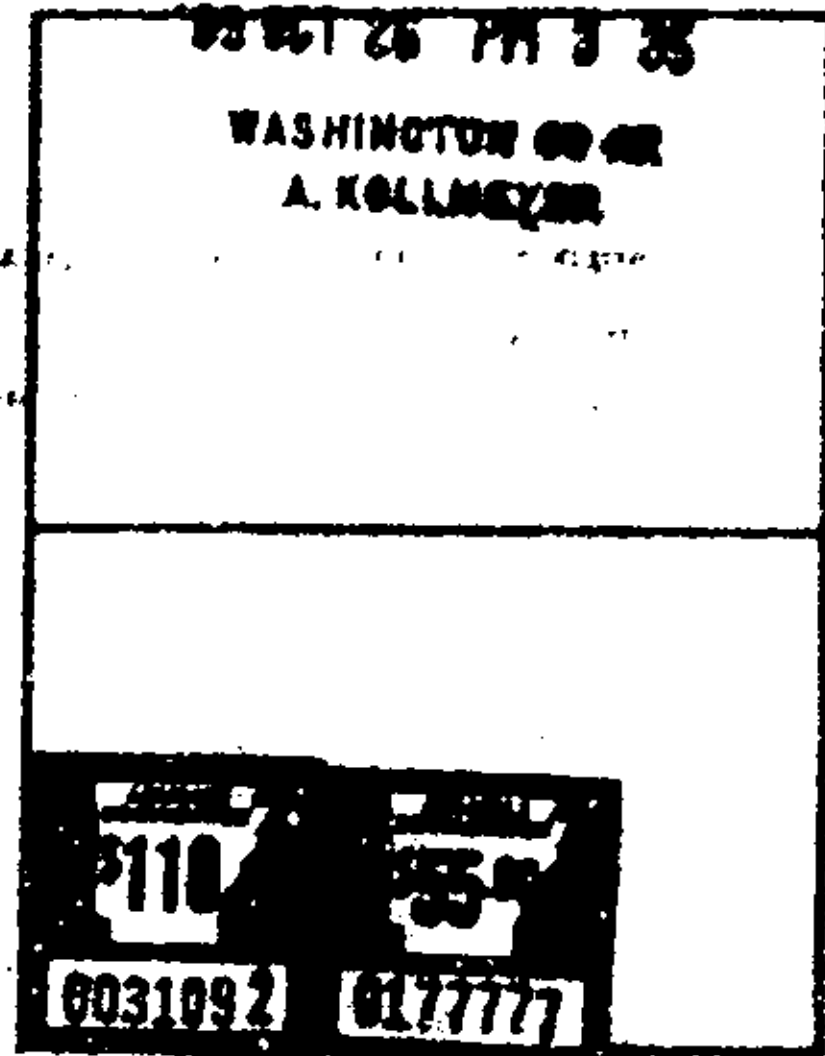
STATE OF ARKANSAS
 County of Washington

Albert Miller

Know all men that the above signed and sealed instrument is the true and correct copy of the original instrument as the same appears from the records of the County Clerk of Washington County, Arkansas.

In witness whereof I have hereunto set my hand and official seal.

My Commission Expires 3-26-82



Darrel Meredith, Jr.
 P.O. Box 1143
 Fayetteville, Ark 72702

Parcel Number: 765-15008-001 **Type:** CI
Location Address: 2002 S SCHOOL AVE
Owner name: MEREDITH, DARREL, JR. & ETHEL
Mailing Address: PO BOX 1143 FAYETTEVILLE AR 72702
Lot: **Block:** **S-T-R:** 21-16-30
Addition: 21-16-30 FAYETTEVILLE OUTLOTS
School District: FAYETTEVILLE SCHOOLS
City: FAYETTEVILLE
Legal: PT SW SE .15 A.

Current Year A79 Credit Status:

Last Assessed: 2001	Appraised value	Taxable value
Land	16,350	3,270
Improvement	15,950	3,190
Total	32,300	6,460

2001 Tax Information

Ad Valorem Tax	Imp. Dis. Tax	Timber Tax	Voluntary Tax	Total Tax	Total Tax Paid	A79 Status	Payment Status
\$335.66	\$0.00	\$0.00	\$0.00	\$335.66	\$0.00		

Structure Number	Business Name	Age or Year Constructed	Heated Area
01	WRESTLING WHSE	1955	0

Structure Sketch

[illegible]

Date	Book	Page	Grantee 1	Grantee 2	Deed Type	Sale Amount	Revenue Amount
01/01/90	1339	529	MEREDITH, DARREL, JR. & ETHEL	P.O. BOX 1143	WD	75,000	165.00

Transfer price appears excessive - more information is needed to validate.

[Return to List](#)

[Return to Search](#)

[Parcel Map/Plat](#)

[Previous](#)

[Return to List](#)[Return to Search](#)[Parcel Map/Plat](#)

Record 1 of 1

Parcel Number: 765-15024-000

Type: CV

Location Address: 0

Owner name: MEREDITH, DARREL, JR. & ETHEL

Mailing Address: PO BOX 1143 FAYETTEVILLE AR 72702

Lot: Block: S-T-R: 21-16-30

Addition: 21-16-30 FAYETTEVILLE OUTLOTS

School District: FAYETTEVILLE SCHOOLS

City: FAYETTEVILLE

Legal: PT SW SE .30A

Current Year A79 Credit Status:

Last Assessed: 2001 Appraised value Taxable value

Land	32,650	6,530
Improvement	0	0
Total	32,650	6,530

2001 Tax Information

Ad Valorem Tax	Imp. Dis. Tax	Timber Tax	Voluntary Tax	Total Tax	Total Tax Paid	A79 Status	Payment Status
\$339.30	\$0.00	\$0.00	\$0.00	\$339.30	\$0.00		

Date	Book	Page	Grantee 1	Grantee 2	Deed Type	Sale Amount	Revenue Amount
10/28/89	1339	529	MEREDITH, DARREL, JR. & ETHEL	P.O. BOX 1143	WD	75,000	165.00

ALSO 765-15008-001

01/01/85	1009	69	MILLER, ALBERT & GRACE & WARD,	EDNA		0	0.00
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FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

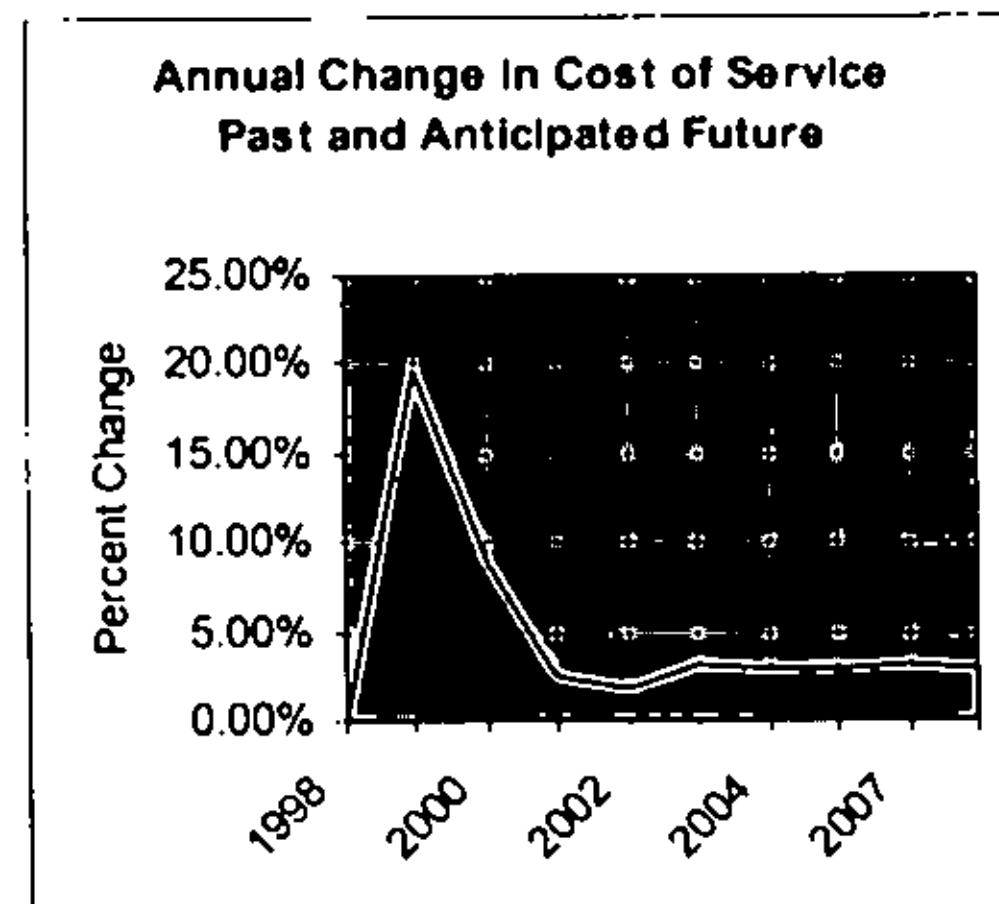
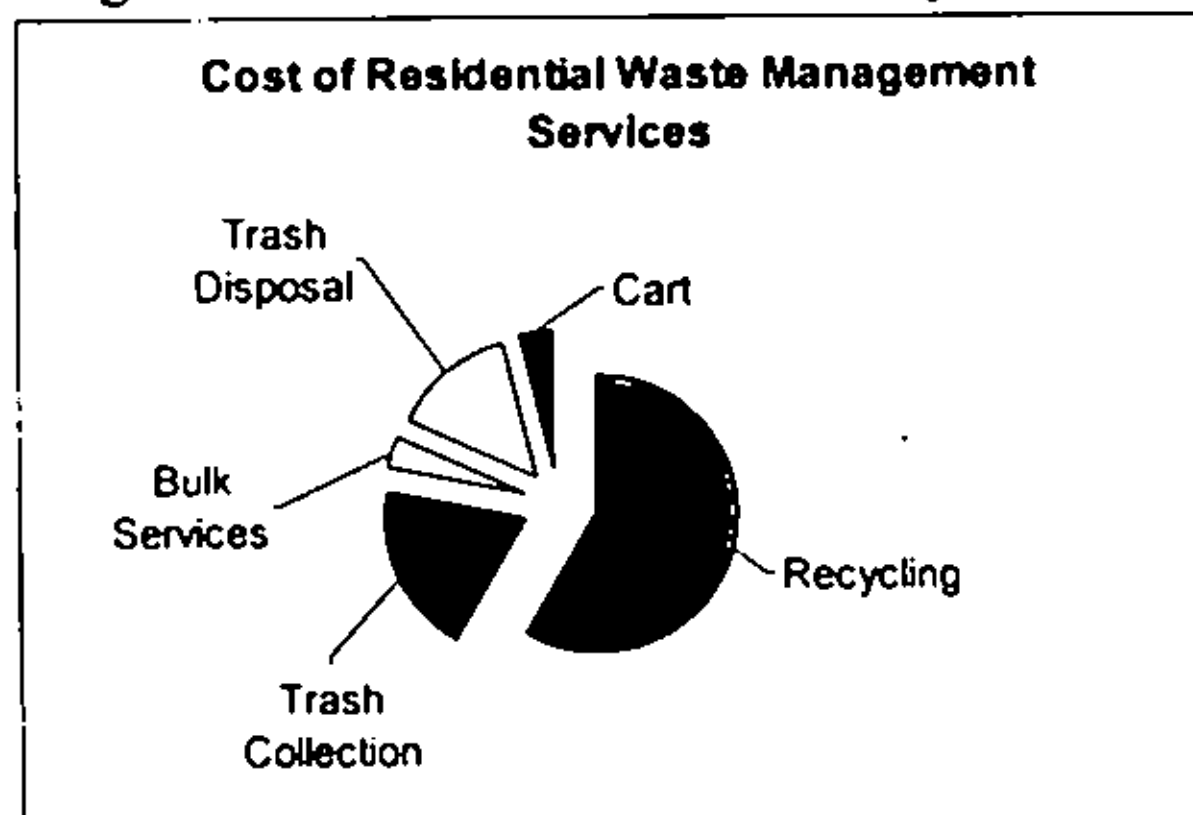
To: Mayor and City Council

From: Gary Dumas

Date: June 28, 2002

Subject: Residential Solid Waste Rate Structure Executive Summary

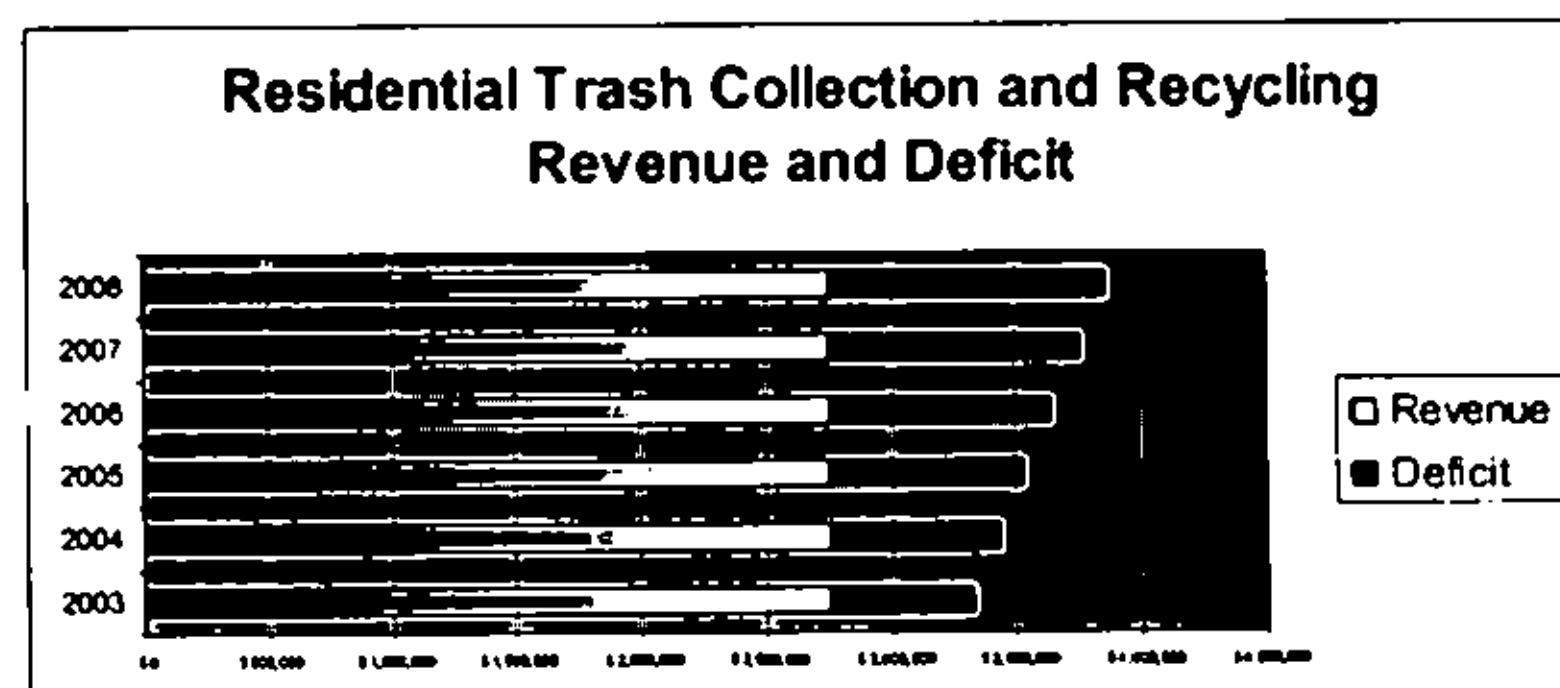
The Solid Waste and Recycling Division is an enterprise fund, meaning that its services are paid for through a fee structure designed to recover its cost. This enterprise fund has only been self-sufficient since 1999. Prior to that time a subsidy was necessary from the City's Sales Tax Capital Improvement Fund. Only through Council action was this enterprise removed



from the sales tax subsidy. This was accomplished through two rate increases in 1997 and 1999. There have been no rate

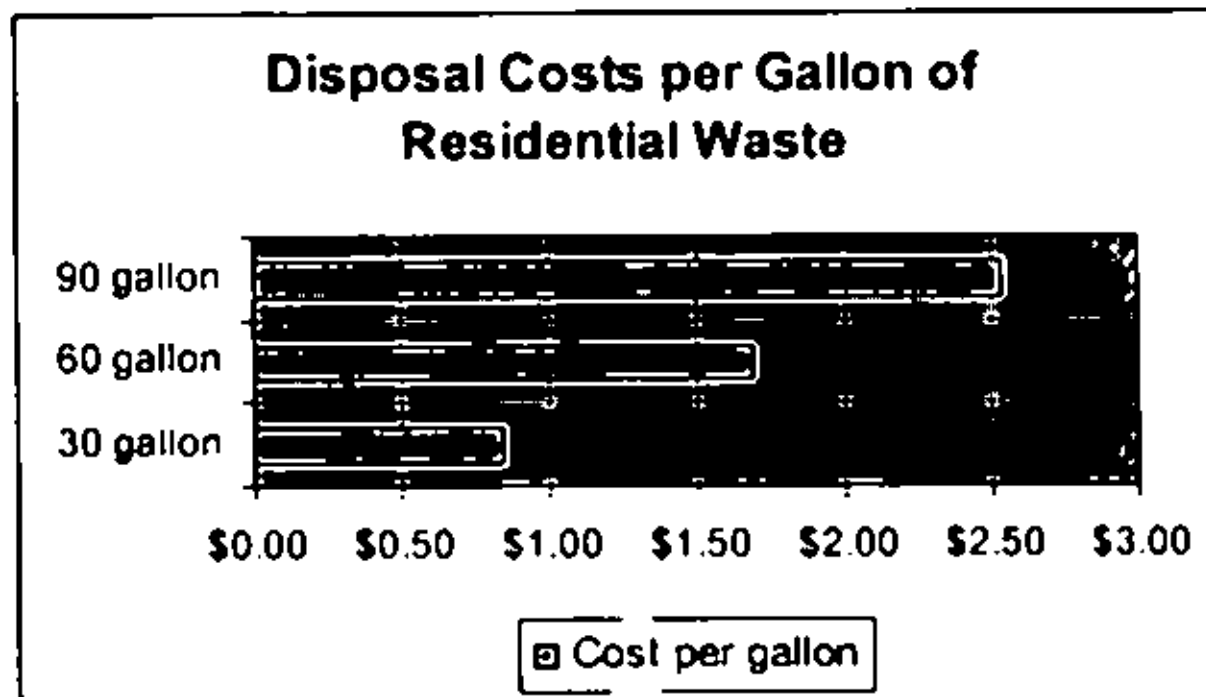
increases since that time but costs and service demands have continued to grow.

The current rate structure is not adequate to fund the service without a subsidy from non-residential sources. With expansions of service for apartment recycling, glass recycling for food and beverage businesses, expanded in-house business recycling, and the potential for food recycling at restaurants, the ability of the commercial waste management program to continue to provide this subsidy will be challenged.

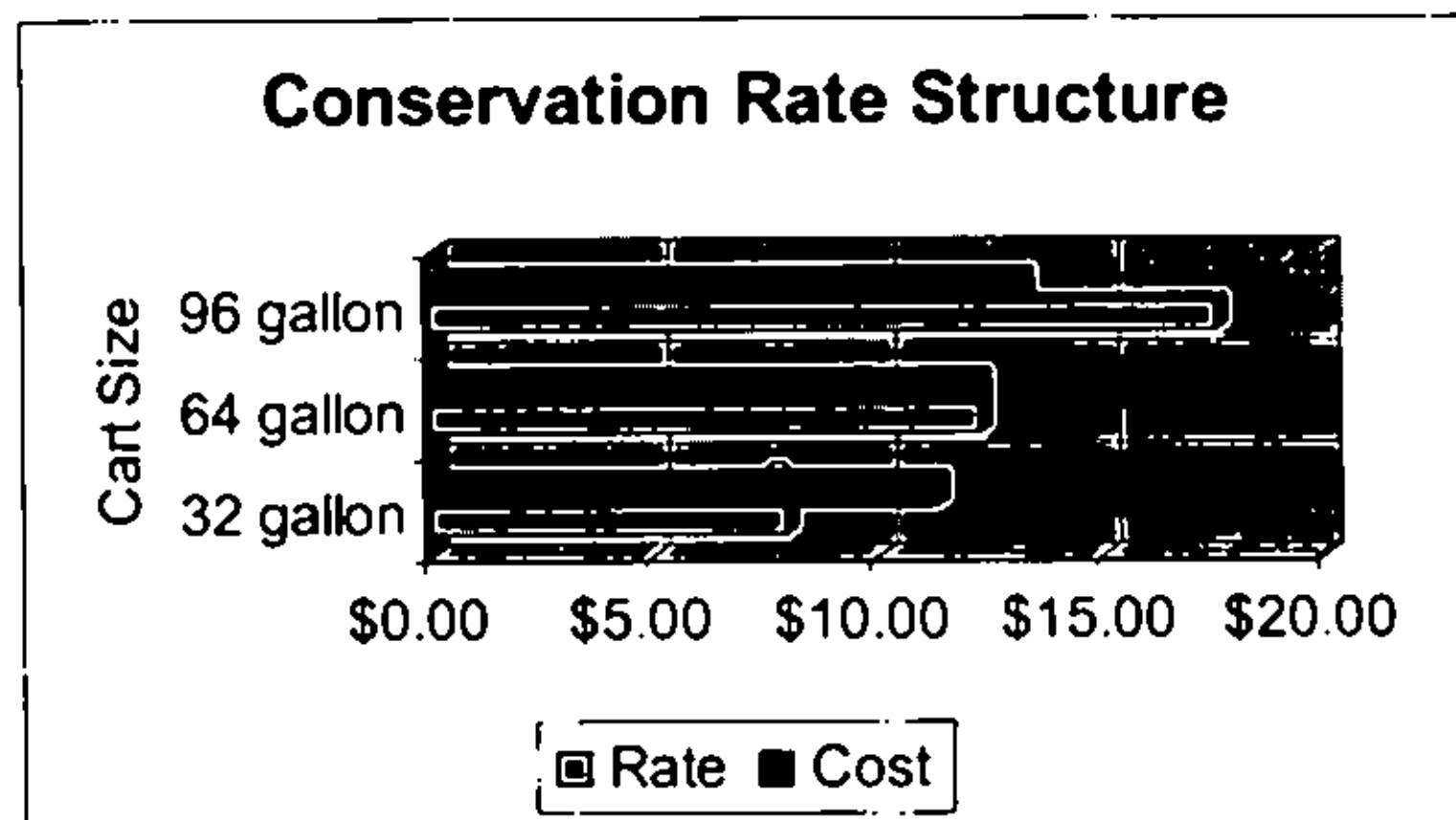


The changes in motion to automate the residential trash collection program by January 1, 2003, have reduced the necessary growth in that subsidy by allowing a shift in personnel from trash collections to recycling and yard waste programs. Without the change to automation, the additional personnel to address needs in these program areas would have increased the required subsidy.

The City Council has been presented with data from a Rate Study undertaken by DMG-Maximus. This study found that most of the costs of the Solid Waste and Recycling program are fixed. These costs do not vary, from household to household or from month to month except for the actual disposal costs.



Proposed rates range from \$7.99 to \$12.29 and \$17.54 for the 32, 64 and 96 gallon carts respectively. These rates leave a deficit of approximately \$568,000, approximately 17% of the residential program costs, which must be made up from other sources.



Two options are available to bring additional resources into the system; raise rates or grow additional business. Probably a combination of the two is an appropriate response.

In order to get the deficit to a manageable level, an automatic 6% rate increase for the next 4 years, beginning in 2004 appears necessary. Following this rebalancing of the rate structure by program area, inflationary tendencies should be the only correction necessary. Even with this progressive rate increase the necessary subsidy will remain approximately \$268,000 per year plus inflationary trends.

A business expansion is necessary if the remaining deficit is to continue to be subsidized by sources other than the City's Sales Tax Capital Improvement Fund. The City of Fayetteville may wish to aggressively enforce its Ordinance prohibiting private waste haulers for operating within the City Limits without explicit authorization from the City Council. That authorization could be withheld and the City of Fayetteville could provide all waste and recycling services within the City Limits in order to be able to continue to provide the expanding services demanded by the residents and businesses at a rate structure that remains reasonable.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

To: Mayor and City Council

From: Gary Dumas

Date: Friday June 28, 2002

Subject: Residential Solid Waste Rate Structure

Background

The Solid Waste and Recycling Division is an enterprise fund, meaning that its services are paid for through a fee structure designed to recover those cost. This enterprise fund has only been self-sufficient since 1999. Prior to that time a subsidy was necessary from the City's Sales Tax Capital Improvement Fund. Only through Council action was this enterprise removed from the sales tax subsidy. This was accomplished through two rate increases in 1997 and 1999. The rates increased to \$8.75 on 1-97 and to \$9.25 on 1-99. In 1998 the cost of the residential program was approximately \$8.80 per month per customer. Several program expansions were being undertaken and the cost rose to \$11.74 by 1-2001. That average annual increase for those three years was 11.14% per year. The increase for 2002 is 1.70%. Future annual increases approaching the rate of inflation are anticipated for future years. The cost of the service is currently outstripping the revenue produced through the residential program.

Currently the entire solid waste enterprise fund is solvent; however transfers are required from the commercial business programs to the residential programs to subsidize those residential programs.

Some subsidy may be appropriate, but with the Council's direction to expand recycling to apartment dwellers, to implement a glass reuse and recycling program for food, bar and restaurant establishments, to develop a plan of action for metal and food recycling programs at these same businesses, and other commercial waste reduction programs, the ability of the commercial accounts to continue the current level of subsidy is in question.

The changes in motion to automate the residential trash collection program by January 1, 2003, have reduced the growth in that necessary subsidy by allowing a shift in personnel from trash collections to recycling and yard waste programs. These programs along with the residential trash program have been severely understaffed as staffing increases have not kept pace with the growing population and increasing program participation. The change to an automated residential trash system will allow all of these programs to operate with the necessary staff. Without the change to automation, the additional personnel needs to address these program issues would have increased the required subsidy.

Discussion

The City Council has asked several pertinent questions concerning the rate structure of the cart program. Some of those questions involved cost per gallon for disposal, public policy incentives to encourage waste reduction, capitalization of the cart costs, free excess trash weeks, excess trash for a fee, rental property cleanups, community clean-ups and senior citizen discounts.

Some of the parameters that have been given in this rate structure are:

1. Provide a reward within the rate structure that will continue to encourage waste reduction.
2. Maintain the lowest rate below \$9.25.
3. Maintain an economically viable enterprise which does not have to rely on tax dollars for support.
4. Reduce or eliminate the current subsidy that comes from other program areas.
5. Provide for excess trash events while continuing to encourage volume reduction.
6. Provide for no cost the services and disposal provided for neighborhood cleanups.
7. Maintain an overall rate structure which while encouraging waste reduction will remain within the economic constraints of the customers of the system.
8. Maintain an entire solid waste program of activities that provides a continually expanding service and increasing recycling and reuse options for both residential and commercial customers.

This list of rate structure parameters severely constrains the potential options available in structuring an effective and affordable system of rates.

For example, the Rate Study Analysis performed by DMG-Maximus in calendar year 2000 projected that the average cost of residential waste services would be \$12.33 per customer per month even after automation. The staff re-evaluation of this average cost is projected at \$12.30 per customer per month for the first year of automation. This cost would have been much greater without the change to an automated residential trash collection program and the resulting ability to shift personnel rather than add personnel to address expanding requirements.

Attached are two pages from the DMG Rate Analysis which outline their cost per gallon analysis. This DMG Analysis used data which was from the budget for 2001 and included actual expenditures for 2000. The current rate structure is not adequate to fund the service without a subsidy from non-residential sources. Expansions of service for apartment recycling, glass recycling for food and beverage businesses, expanded in-house business recycling, and the potential for food recycling at restaurants will challenge the ability of the commercial collections program to continue to provide this subsidy.

The following sections will layout a program which addresses the Council's concerns and

which will highlight some of the issues which are created by the dichotomy between the parameters which the rate structure must satisfy.

Cost per Gallon Analysis, AKA Cost of Service

Some of the information that the City Council has been presented with comes from a Rate Study undertaken by DMG-Maximus during the fall of 2000. DMG is a professional services firm for the public sector. They were retained to analyze costs and necessary revenues if the city were to implement a change in the pink bag program.

You should note that the most of the costs of the Solid Waste and Recycling program are fixed. They do not vary, except for the actual disposal costs, from household to household or from month to month. These costs from the DMG Analysis were:

• recycling, i.e. the cost of collections and processing	\$6.95/month
• trash collection, the cost of driving past each residence	\$2.36/month
• twice annual free reservation bulk pick-up	\$0.47/month
The cost of disposal of trash is variable depending upon volume	
The average cost is	\$1.69 or
	\$0.84 - 30 gallon
	\$2.53 - 90 gallon
to	
Anticipated cart amortization costs average	\$0.86
30 gallon option	\$0.71
90 gallon option	\$0.92
Total monthly cost average	\$12.33
30 gallon option	\$11.33
90 gallon option	\$13.23

The current rate structure will not cover the cost of operation.

The average subsidy from the DMG Analysis for the automated operation from non residential ratepayers is approximately 25%. A rate structure, discounted to this level will not be adequate to sustain the operations of the Solid Waste and Recycling Division, will not promote a program of waste reduction, and will require a taxpayer subsidy within a few years. Automation will save time and money and help to delay the expansion of staff to service the growing residential population, but adequate revenue must be generated to provide the services desired by the community.

Public Policy Incentives to Encourage Waste Reduction and Capitalization of the Cart Costs

There are public policy issues to address, reducing landfill utilization and promoting recycling and reuse of our resources. It would seem that the discussion should focus on that debate rather than the fixed costs or the cost per gallon for disposal, which varies only by approximately \$1.69 between the largest and the smallest container. The following rates proposed will address this public policy issue while maintaining a system

which while aggressively promoting resource conservation and is not punitive to the larger users.

During the last Council discussion the rates ranged from \$9.05 for the 32 gallon container to \$16.75 for the 96 gallon container, the rate structure did leave a \$712,000 deficit in the residential program.

Some City Council members have expressed the need to establish a greater rate spread between the cart sizes in order to provide a rate incentive for volume reduction, rewarding those who reduce their waste stream and to eliminate the deficit. The issues in establishing a significantly greater spread are that if the smallest container rate is lowered substantially, the deficit is increased proportionately and if the largest container is increased substantially the economic ability of some of the systems customers is exceeded.

There was also discussion concerning the capitalization of the cart cost. This capitalization can be recovered by adding \$0.37 to the 32 gallon cart, \$0.49 to the 64 gallon cart, and \$0.55 to the 96 gallon cart to recover the approximate replacement cost of the containers in 8 years.

There is a wide array of possible rate structure systems. They include:

- level cost per gallon,
- increasing cost per gallon for larger volume users,
- base rate plus level cost per gallon and
- base rate plus increasing cost per gallon.

While there are many options available, the differences between them, given the parameters listed earlier are not major unless the City Council desires to immediately implement a program that will remove the subsidy from non-residential waste management sources. A rate structure that would accomplish that change would be:

cart size	cost per gallon	cart capitalization	monthly/gal fee	base	monthly rate
32 gallon	\$0.0150	\$0.37	\$2.08	\$5.56	8.01
64 gallon	\$0.0350	\$0.49	\$9.70	\$5.56	15.75
96 gallon	\$0.0425	\$0.55	\$17.67	\$5.56	23.78
Apt. complex not recycling				\$5.56	23.78
Apt. complex recycling				\$5.56	15.75

This rate structure would generate approximately \$40,000 above expenses in the first year.

The rate proposed incorporates a base rate of \$5.56 plus a per gallon usage fee. The base rate is

the cost of recycling at	\$6.95 per month
the cost of bulk waste services at	\$0.47 per month
less 25% the current subsidy for a total of	<u>\$5.56 per month base fee</u>
plus a graduated fee based on container size.	

The graduated fee is

\$0.0149 per gallon per month (138.56 gallons) for the 32 gallon container	\$2.06
\$0.0225 per gallon per month (277.12 gallons) for the 64 gallon container	\$6.24
\$0.0275 per gallon per month (415.68 gallons) for the 96 gallon container	\$11.43

Plus the cart capitalization cost of

For the 32 gallon cart	\$0.37
For the 64 gallon cart	\$0.49
For the 96 gallon cart	\$0.55

The rate structure would be as follows:

Container Volume	Fixed Fee	Graduated Volume Fee	Cart Capitalization Included in Base Rate	Monthly Rate
32	\$5.56	\$2.06	\$0.37	\$7.99
64	\$5.56	\$6.24	\$0.49	\$12.29
96	\$5.56	\$11.43	\$0.55	\$17.54
Apartment complexes recycling – cost per unit				\$12.29
Apartment complexes not recycling –cost per unit				\$17.54

Annual cart capitalization is estimated to be \$88,954, which will allow for the replacement of the carts after 10 years of service and provide some reserve for replacements intermittently for damaged and lost carts.

This rate spread of \$4.30 between 32 and 64 gallons and of \$5.25 between 64 and 96 gallons should be sufficient to promote a culture of waste reduction.

Multiple family tenants will be given the opportunity to recycle. The proposed rate structure will provide an incentive for the complex operators to provide that service

working with the Solid Waste and Recycling Division. The lowest service rate can not be provided as there is no mechanism to monitor each individual user. However the available \$5.25 rate reduction should be an incentive for the complex operators to provide the service.

Subsidy and Cost of Service

This rate structure leaves a deficit of approximately \$568,000 which must be made up from other sources. Those sources will not be able to sustain the various residential and commercial programs of the Solid Waste and Recycling Division. With normal annual inflationary trends the deficit will continue to grow by approximately 3% per year.

Two options are available to bring additional resources into the system; raise rates or grow additional business. Probably a combination of the two is an appropriate response.

Raising Rates

With an annual residential rate increase of 6%, with inflation taken into account the deficit after 4 years would remain at approximately \$270,000 per year. A subsidy of this magnitude is probably sustainable if it can be controlled at that level. This leaves the problem of covering the deficit for that time frame, being financially able to expand the recycling services as discussed earlier, and being able to continually expand services to accommodate the growing population and growing participation in the various program areas.

Business Growth

The option which appears most feasible is to grow our solid waste business services. The City Council has discussed on previous occasions the potential for expanding the services of the Division to all commercial trash and recycling activities.

The Division has been making headway in securing some long term large commercial accounts in a head-to-head competition. However, the result in several instances is that the private providers have reduced their rates to match the City's offer. This would tend to indicate that earlier private rates were excessive, at least as compared to the City's cost of service.

As the Council is aware, the current ordinance prohibits all other waste haulers from operating within the City without authorization from the City Council. No waste hauler has such authorization. The prior administration and the prior Environmental Affairs Administrator were very aggressive in keeping private waste haulers from infringing upon the small commercial accounts within the community. That aggressiveness has not waned. These are the accounts that are providing the subsidy relief that the residential

customers enjoy.

It seems necessary that some discussion of enforcing the current ordinance prohibiting private waste haulers from serving customers, except for special and hazardous wastes, within the City of Fayetteville is appropriate.

Proposal

In order to get the deficit to a manageable level, an automatic 6% rate increase for the next 4 years appears necessary, during the 5th year the rate increase should be reevaluated but an annual increase of 3%, to counter inflationary trends, will most likely be necessary. The necessary subsidy would remain at approximately \$270,000 per year plus inflationary trends at the end of the 4th year. Additionally, a business expansion is necessary. The City of Fayetteville should aggressively enforce its Ordinance prohibiting private waste haulers for operating within the City Limits without explicit authorization from the City Council. That authorization should be withheld and the City of Fayetteville should provide all waste and recycling services within the City Limits in order to be able to continue to provide the expanding services demanded by the residents.

Excess Trash Event Protocol

To promote waste reduction, reduced landfill utilization, increased reuse and recycling it would seem that excess trash should be treated accordingly. The current pink bag program requires an additional fee for collection and disposal of trash above the approximate 56 gallons per week allocation to each household.

The proposed rate structure and automation program take into account the anticipated needs of the approximate 22,000 customers. If additional volume is to be anticipated through a "free extra week" to each residence for one or two or more times throughout the year, then the additional staff time for collection and the additional disposal costs will need to be estimated and added to the rate structure. A "free" program of this type appears to jeopardize the volume based program. This "free" program is not recommended as it appears to be a step backward in the waste management policies that the Council has been promoting.

Other communities with volume based programs address excess trash in various ways. Some simply do not permit additional bags outside of the container such as in Little Rock. Others charge a fee for each bag, some as high as \$10.00 per bag. Still others sell stickers or bag tags at retail outlets.

The following is proposed as a method to address excess trash:

1. On the service day, an additional bag (32 gallon cart with two 32 gallon bags for

example) may be placed on the top of an "open cart," the additional bag would cost \$2.50 to cover disposal costs, discourage volume abuse, and allow occasional high waste volumes. The driver would note the address and the excess bag fee would be billed to the customer at the next billing cycle. A procedure to streamline this process would be developed.

2. An extra service may be requested, by appointment for \$6.00, plus disposal costs for the size container at the residence. Trash must be in the cart; an extra bag(s) is permitted and would be treated as above. This would recover the cost of the extra trip and the cost of handling and disposal. This special service would be billed to the customer at the next billing cycle.
3. Bags outside of the cart will not be accommodated. The changes being made to the residential waste collection system will remove the route worker from this collection process. The system will be fully automated with only the driver. To require the driver to dismount and remount the vehicle routinely throughout the day will remove the advantages and cost savings of automation.
4. Cart size change outs may become problematic as individual customers may desire to either move to a smaller or larger cart after the initial distribution. These change-outs will not be allowed until after all of the initial distribution has been completed. In order to encourage volume reduction, the change to a smaller cart will be at no cost. The change to a larger cart will be provided for a delivery and pickup fee of 15.00. An additional cart will be provided for a delivery fee of \$15.00 and an additional monthly fee equal to the rate for that cart size. Additional carts would only be provided at the 96 gallon level.

Rental Property Cleanups

This issue has been problematic, but may be as easily handled as the current process for water service and sewer service for residential rental property cleanup activities.

The current system for registered rental property allows the property owner 10 days of service allowing them to cleanup the recently vacated property without having to provide a deposit for that unit. Currently the landlord pays the water and sewer service fee, but waste removal is provided at no charge. For those registered properties, the trash cart can be left at the residence for up to 10 days. The cart will then be picked up by Solid Waste and Recycling staff. The landlord would be responsible to contact Solid Waste and Recycling if the cart is missing when they arrive for their cleanup activities. A fee would be charged at 1/3 the normal monthly rate of the cart provided for the 10 days of service. The landlord would be responsible for the cart during these 10 days and after.

Community Clean-up and Bulky Waste Pickup Services

The current rate structure provides for two bulky waste pickups per year per residential customer. This program provides a level of service for those customers who utilize it, but is not used by the majority of the customer base. About 10% of the Solid Waste customers use this service. Also provided is the annual Bulky Waste Roundup, during Earth Week, which is generally well utilized. In addition there are a great many neighborhood groups who wish to have neighborhood cleanups. All of these programs serve segments of the population who use the Solid Waste services. A revised series of programs is recommended. As discussed earlier, \$0.47 of the monthly rate is supposed to cover the expense of the twice annual bulk pickup on a reservation basis.

The program proposed is as follows:

- One bulky waste pickup on a reservation basis will be provided rather than the two currently available, mobile home parks and apartment complexes of 4 or more units will not participate. This program has one vehicle, therefore during busy times of the year or during maintenance problems the reservation time is sometimes up to 3 or 4 weeks. The program will be evaluated in the 2004 budget for effectiveness. This program change would be implemented immediately.
- One community-wide bulky waste roundup will be provided during Earth Week activities. Customers can bring normal residential items to the Solid Waste facility for disposal at no fee.
- One community cleanup per year can be provided in each Council Ward. These cleanups would take all normal residential items for no disposal fee. These cleanups would need to be coordinated by neighborhood associations and sponsored by both Ward Alderpersons. This would allow for a variety of neighborhood cleanup activities, only limited by the Neighborhood Association's innovativeness. This would also permit each Ward to coordinate neighborhood cleanups with more involvement from multiple neighborhood groups.

These cleanup activities would broaden the program substantially and can be provided within the \$0.47/month already included as a part of the base fee.

Other options to expand the community cleanup program can be implemented. There is a cost associated with this expansion of service. The association or private group can pay for the service or a rate increase can be included for this service. A \$0.20 increase in the rate structure would provide approximately \$54,000 in program revenue. This revenue stream should provide adequate resources for an additional 3 community cleanups in each Council Ward each year. This number of small cleanups, up to 16 per year, seems excessive given the geographic area of the community, but the service can be provided for

the additional \$0.20. No other "free" pickup services would be provided outside of this program.

Over 65 Discount

The issue of over 65 discounts has been raised. In prior discussions before the City Council this discussion has been limited to those over 65 in need, that is, those at or below the poverty level.

DMG evaluated the impact of an Over 65 Discount within their analysis. Their analysis assumed a discount for all 65 and older households. There are approximately 3,073 households with persons 65 years or older within the City of Fayetteville according to the 2000 Census. Of these approximately 28% live at or below the poverty level. (2000 Census Data is not available for income statistics. Therefore, this calculation is derived using 1990 Census Income Data and 2000 Census General Demographic Characteristics and interpolating to derive a percentile below the poverty level for 2000. For budgeting purposes, this interpolation is adequate.)

The DMG report researched 24 other communities, 18 in Arkansas and 6 out of state. They found that 18 of the 24 did not provide a discount. Of the 6 that provided a discount, 4 were income and family-sized based, that is with incomes below a set level ranging from below \$12,000 to \$22,950 and family sizes respectively from 1 to 4 persons.

A utility service discount is not the norm. If the City Council wishes to provide a discount of 25% (to a \$6.00 rate for the 32 gallon container), the remaining residential rate payers should absorb this discount plus the administrative cost of the discount process.

These 860 households can be provided a discount of 25% off the normal rate with an adjustment raising the normal residential rate structure by \$0.15 per month per customer.

The proposed 32 gallon rate at \$7.99 provides an opportunity to reduce household cost and would appear to be sufficient without additional rate adjustments.

Recommendation

Approve Ordinance establishing a rate structure as follows:

Container Volume	Fixed Fee	Graduated Volume Fee	Cart Capitalization Included in Base Rate	Monthly Rate
32	\$5.56	\$2.06	\$0.37	\$7.99
64	\$5.56	\$6.24	\$0.49	\$12.29
96	\$5.56	\$11.43	\$0.55	\$17.54
Apartment complexes recycling – cost per unit				\$12.29
Apartment complexes not recycling –cost per unit				\$17.54

Including the following:

1. On the service day, an additional 32 gallon bag may be placed in the top of an open cart. The fee for this additional bag is \$2.50. This excess bag would be billed to the customer at the next billing cycle.
2. Extra service may be requested by appointment. Trash must be in the cart, an extra bag is permitted to be placed in the top of an open cart. The additional service call fee is \$6.00 plus the cost of disposal based on cart size. This special service would be billed to the customer at the next billing cycle.
3. Bags outside of the cart will not be accommodated.
4. Registered rental property will be permitted 10 days of service immediately following the vacation of the rental property for 1/3 the normal monthly rate for the cart at the residence. The landlord will be responsible to contact Solid Waste and Recycling if the cart is missing when they arrive for their cleanup activities. The landlord will be responsible for the cart during these 10 days and will be required to contact Solid Waste and Recycling for cart pickup.
5. An automatic rate adjustment of 6% appears necessary beginning on January 1, 2004, 2005, 2006, and 2007.
6. Notice to private waste haulers operating within the City of Fayetteville should be given, advising that effective August 1, 2003 that their ability to operate within the City Limits will be terminated, except for special and hazardous wastes, and the City will operate an exclusive franchise.

**DRAFT TENTATIVE AGENDA
CITY COUNCIL
JULY 2, 2002**

A meeting of the Fayetteville City Council will be held on July 2, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

A. CONSENT

1. **APPROVAL OF THE MINUTES**
2. **GARVER ENGINEERS:** An resolution awarding an engineering contract to Garver Engineers in the not-to-exceed amount of \$275,000 to provide engineering services for the accelerated waterline replacement project.
3. **USINFRASTRUCTURE:** A resolution awarding the engineering contract to the firm of USInfrastructure for engineering studies and recommendations for (1) the upper Hamestring Creek Basin and (2) the Shenandoah Trailer Park area. The contract price is not-t-exceed \$93,424; and approval of an engineering contract contingency in the amount of \$10,000.

B. OLD BUSINESS

C. NEW BUSINESS

1. **RZN 02-15:** An ordinance approving rezoning request RZN 02-15.00 as submitted by Dave Jorgensen of behalf of Larry Garriott for property located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential.
2. **VA 02-4:** An ordinance approving vacation request as submitted by Henry Renegar for property located at 925 Rockwood Trail. The request is to vacate a 10' wide utility easement.
3. **RJN GROUP:** A resolution approving an engineering contract with RJN Group for sanitary sewer rehabilitation design for Illinois River Basins 1-5, 18 and 19 and White River minisystem 27, in the amount of ~~8%548,653~~ 5%\$27,433, and approval of a 5% contingency of \$27,433.
4. **OUTDOOR MUSIC ESTABLISHMENT:** An ordiance adding a definition of "Outdoor Music Establishment" to Chapter 151 Definitions of the Unified Development Ordinance and adding Section 163.29 to the Unified Development Ordinance to make an Outdoor Music Establishment a Conditional Use in specified zoning districts.

Quinn / proposed rules for SW program →
Riz - airport - 2 request. - Ark. Tech. Aviation Tech center.
Wings aviation.

**NOMINATING COMMITTEE REPORT
CITY COUNCIL MEETING
JULY 2, 2002**

AUDIT COMMITTEE

Jackson White/One one-year Certified Public Accountant term ending 12/31/02

BOARD OF ADJUSTMENTS AND BOARD OF SIGN APPEALS

Sheree M. Alt/One five-year Public-at-Large term ending 03/31/07

CIVIL SERVICE COMMISSION

Stanley E. Adelman/One three-year term ending 03/31/05

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

Jerry Bailey/One one-year Alternate term ending 03/31/03

ENVIRONMENTAL CONCERNS COMMITTEE

Jeremy Webb/One three-year Local Industry term ending 06/30/05

Marti Benedict/One three-year Science Discipline term ending 06/30/05

Steven R. Jackson/One three-year Citizen-at-Large term ending 06/30/05

Stacey Wingate/One three-year Citizen-at-Large term ending 06/30/05

Cheri Lynn Coley/One three-year Citizen-at-Large term ending 06/30/05

Linda Rupe/One three-year Citizen-at-Large term ending 06/30/05

PLANNING COMMISSION

Troy Wilson, Jr./One unexpired term ending 03/31/05

TELECOMMUNICATIONS BOARD

Jon C. Lofton/One two-year term ending 06/30/04

Kenneth Myers/One two-year term ending 06/30/04

Gary Ault/One unexpired term ending 06/30/03

TREE AND LANDSCAPE ADVISORY COMMITTEE

John Clark Rupe/One unexpired University Representative term ending 12/31/03

WALTON ARTS CENTER COUNCIL, INC.

Linda A. Gaddy/One three-year term ending 06/30/05

YOUTH ADVOCACY COMMITTEE

Barbara A. Lofton/One two-year Teacher term ending 05/31/04

**MINUTES OF A MEETING
OF THE
CITY COUNCIL
JUNE 4, 2002**

A meeting of the Fayetteville City Council was held on June 4, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Mayor Coody, Aldermen Davis, Santos, Jordan, Reynolds, Thiel, Young and Marr, Interim City Attorney Kit Williams, City Clerk Heather Woodruff, Staff, Press and Audience.

CONSENT

APPROVAL OF THE MINUTES

BRISTOL PARK: A resolution approving a waiver of Ordinance 3793 to accept money in lieu as the park land requirement of the Bristol Park Large Scale Development.

RESOLUTION 84-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

ROBINSON AVIATION: A resolution approving a contract with the FAA and with Robinson Aviation for Fayetteville Municipal Airport tower services.

RESOLUTION 85-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

APAC: A resolution approving Change Order No. 2 to APAC-Arkansas Inc., McClinton Anchor Division.

RESOLUTION 86-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Davis requested an amendment to the minutes be made on page 8, on the motion, Davis both first and seconded the motion.

Ms. Woodruff stated she would check the roll tally and correct the error.

Alderman Jordan moved to approve the consent agenda. Alderman Reynolds seconded. Upon roll call the motion carried unanimously.

OLD BUSINESS

SALES AND USE TAX: An ordinance providing for the levy of a one percent sales and use tax and providing for an expiration date for such replacement Sales and Use Tax of June 30, 2013. The ordinance was left on the second reading at the May 21, 2002 meeting.

Mayor Coody stated in 1993 the City had approved the one-cent sales tax that they had been operating under for the last nine years. It was due to expire in 2003. This tax was used to fund a variety of city services. They have experienced a phenomenal amount of growth over the last nine years. They needed to continue to fund this one-cent sales tax. If they did not, there would be serious cut backs in fire and police personnel as well as other city services.

Mr. Steve Davis, Budget Manager, presented a series of graphs and charts. Service Cost Impact Change between the consumer price index increase of approximately 25% and a population growth of 31%. The city overall could have expected an impact to its budget in total of approximately 56%, just to account for CIP index and population service request. Our total city sales tax and property taxes have increased over the same time period of 154%. All other General Fund Revenues have increased approximately 31%. Their total revenue stream for General Fund is about 43% increase. Parks and Recreation costs have increased approximately 54%. This did not include any HMR Tax or Revenues for parks. Library Funding increased 156%. Public Safety increased a total 120%. The 2002 budget the next expenditures are \$19,172,000 in General Fund. A little over half of their total expenditures in General Fund are for police and fire services. They had net revenues of \$16,146,000. Their use of Reserves was at \$3,000,000. The current sales tax was distributed 25% for operations and 75% for capital improvements. The operations 25% of the penny generates about three million dollars. The reserves that they were using almost equal 25% of their city sales tax. If they were to move to 50/50 on the city sales tax they were stopping their use of reserves. Comparing 1993 expenditures by major area to the 2002 amended budget net expenditures, police comprised 24% in 1993 and in 2002 they comprised 28%. Fire department in 1993 comprised 20% and 23% in 2002. All other departments in 1993 was 44%. In 2002 it shrank to 29%. Salary contingency was shown at 7%, at this point it has not been distributed. They had projected the growth and expenditures by department. This further illustrated that the city had been investing considerable sums of money into fire and police services and holding the line on all other departments. The police and fire staffing has increased since 1992 as well as all other departments. There is a direct correlation between the population growth and operation costs and capital expenditures. As they look at capital expenditures from 1993 to 2000 they see an upward trend which correlates to the upward trend that begins in 1997 and goes through 2003 and continues on into 2008. As they look at 2008 for the capital expenditures, they would still be spending between five and ten million dollars on an annual basis.

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

Mr. Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4397 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SPECIAL ELECTION: An ordinance calling for a special election on the question of levying a one percent Sales and Use Tax within the City of Fayetteville, to replace the one percent Sales and Use Tax expiring on June 30, 2003 and providing for an expiration date for such tax of June 30, 2013. The ordinance was left on the second reading at the May 21, 2002 meeting.

Alderman Thiel asked Mr. Williams if he was still firm in his stance about not adding "reauthorization" into the ordinance.

Mr. Williams stated he had looked at the statutes and all of them relating to the tax talked about a levying ordinance. It was clear that "levy" was correct. When they were talking about a tax that would bring in nearly twelve million dollars per year, they needed to stick pretty close to the state statute. He thought that for the ballot title itself and ballot ordinance that they would be better to use levy. He did not believe it was misleading to the voters.

Mr. Jeff Erf, an area resident, asked since they were having a special election, if they would consider adding to the ballot a binding or nonbinding referendum concerning the impact fee question. It would give an indication of the citizens their feeling on the issue.

Mr. Williams stated there were several legal problems with that. Time-wise they needed to be able to pass this tonight and notify the Election Commission of the election. In order to refer a question to the voters they had to have the ordinance passed. They could not do an advisory vote. It would have to be an actual ordinance and it would have to be referred to the voters.

Mr. Erf stated the tax did not end for another year. He did not understand the hurry.

Mayor Coody stated they started their budgeting process soon and they needed to know if the public was going to approve this sales tax. They had to know early in the budget process.

Alderman Santos stated if the Council had not passed impact fee before the November election, he would like to see it on the ballot then.

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

Mr. Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4398 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RESOLUTION OF INTENT FOR SALES TAX: A resolution to identify the City's intent to use tax collections if the current 1% city sales tax is extended for a second ten year term by the voters.

Mayor Coody stated right now the money is divided 75% toward capital and 25% toward maintenance and operations. It has served them well except for the last couple of years. The economy has changed in such a way that that proportion did not work any more. They were having to dip into savings to make up the difference.

Alderman Davis stated he preferred Option A because it had a statement that it would not drop below 30% for the CIP. He thought that was very important for the public to be aware of. People were concerned that they were not going to have anything for the CIP. People wanted to see CIP improvements.

Alderman Marr stated at what point, if they went to the 50/50 split, at what year are they actually able to operate without going into the reserves for one dollar.

Mr. Davis stated if their spending is limited to the growth of their sales tax revenues, then 2004 they had chance of being able to fund their general fund budget without using reserves. They would not begin collecting the 50% of the tax until July 1, 2003. If they could stabilize their expenditure trends and match them up to the revenue trends, then they could manage to minimize the use of reserves. In response to question, he stated they had spent 3 million dollars from reserves this year.

Alderman Thiel stated this Council had approved a budget with increased wages based on the Hay Plan and all the their other costs, knowing that they were going into their reserves. She thought they were looking at the 50/50 split at that time.

Alderman Marr stated they should look at this prior to 2007, which was outlined under Section 3. He thought 2005 or 2006 would be more appropriate.

Alderman Davis stated he had no problem changing the date to 2005 or 2006, but they needed to have the ceiling of 30%. People needed to see that there would be CIP funds.

Alderman Marr moved to amend from 2007 to 2006. Alderman Davis seconded. Upon roll call the motion carried unanimously. Alderman Santos moved to approve the resolution. Alderman Jordan seconded. Upon roll call the motion carried unanimously.

RESOLUTION 87-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SOLID WASTE CART PROGRAM: A resolution authorizing the purchase of carts from Toter Inc. for the automated residential waste collection program. Final cost will be determined by the individual customer choices.

In response to questions, Mr. Dumas stated if people left their carts out more than one day, it would be a code violation. While it was a concern the community did use garbage cans three or four years ago and he did not think that there had been a problem then. If there was a problem then they would use the ordinances that they have to remedy the problem.

Alderman Davis stated he hoped there was a plan in place in the event that they had a problem.

In response to question, Mr. Dumas stated within the cart bid there is a provision for the cart manufacturer to deliver them to each address and to mark with non permanent marking material where the cart should be placed.

Alderman Marr stated the cost of the containers varied from \$27 to \$39. He thought that they should consider doing away with the deposit and the cost of the bin be amortized into the cost of the program so that in essence it works like a replacement fund.

Mr. Dumas stated a rate study had been done, in the analysis they were incorporated

Alderman Marr stated the original plan was to focus on the reduction of trash and the increase of recycling. The highest cost of the 96 gallon bin and the second highest cost is the 20 gallon bin. Had there been any consideration to going to three sizes until they had demonstrated another movement in the reduction of trash. So they did not carry a fourth cart inventory and they were able to eliminate a higher value cart.

Alderman Jordan stated most of the concerns that he had heard was the excess of pink bags. He suggested having three or four holidays throughout the year where they could use those bags up.

Alderman Thiel suggested removing the 20 gallon and reducing the 32 gallon. The 20 gallon was not a smaller container, all it was was an insert. She thought it made since to reduce the inventory down to three sizes, but make the difference between the 32 and 64 line up more.

Mr. Dumas stated there would be a more detailed discussion of rates. They needed to have the rates set before they took the containers to the community. They had to pass an ordinance on the rate structure.

Alderman Reynolds expressed concern about not having a deposit and identifying individual carts.

Mr. Dumas stated there would be a serial number on each cart. The city would be picking it up when they discontinued service.

Mr. Wayne Busher, an area resident, expressed concern regarding the problems of switching from the bag program to the container program.

Mr. Dumas stated the fleet is scheduled for replacement, if they were going to make any changes they needed to do it now or wait another decade. There was currently a shortage in the personnel for the solid waste program.

Ms. Andrea Fournet, an area resident, asked what they were to about cleaning up rental properties and cleanups. She asked if they could use bags. And what were they going to do with their current containers.

Mr. Dumas stated they could use bags.

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

RESOLUTION 88-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

ARKANSAS POWER STEERING & HYDRAULICS: A resolution awarding Bid 02-24, Item 1, to Arkansas Power Steering and Hydraulics for the purchase of seven, 2003 Mack LE613 with mounted Labrie Automated Solid Waste Bodies for a total purchase price of \$1,375,416.

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

RESOLUTION 89-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

HOLLYBROOKE ESTATES: A resolution to approve the offer and acceptance contract with Hollybrooke Estates Phase III for Lots 6 and 7 in the amount of \$36,000 plus closing costs.

REMOVED FROM THE AGENDA.

RIGHT OF WAY DEDICATION: An ordinance accepting the street right-of-way dedicated with Bridgeport Subdivision Phase VI, Copper Creek Subdivision, and Crystal Springs Subdivision, Phase II as approved by the City of Fayetteville Planning Commission.

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4399 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RZN 02-13.00: An ordinance approving rezoning request RZN 02-13.00 as submitted by Mel Milholland of Milholland Engineering on behalf of Marjorie Brooks, Nanchar, Inc., and Bristol Development Group, LLC for property known as Lot 1A of CMN Business Park II, Phase I. The property is zoned C-2, Thoroughfare Commercial, and contains approximately 32.62 acres. The request is to rezone to RMF-12, Moderate Density Multi-family residential.

Mr. Williams read the ordinance.

Mr. Milholland stated the Planning Commission had recommended approval. He respectfully requested the rezoning.

Mr. Earnest stated this was an excellent example of moving commercial property to multi-family and mixed use in an area of town that needed it. It was an excellent location for this type of development.

Mr. Milholland stated the rezoning would allow twelve units per acre which was equivalent to 391. The development showed 272. It was not maxed out. They were proposing gated entry and walking trails, pool, etc.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4400 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

VA 02-3.00: An ordinance approving vacation request VA 02-3.00 as submitted by the Fayetteville School District for property located on Eagle Street west of Garland Ave. The request is to vacate a 50' wide portion of the unimproved Eagle Street right-of-way.

Mr. Williams read the ordinance.

Mr. Earnest stated this was part of the Leverett Elementary School large scale development. There was no public need for this right of way. The school district needed this in order the make their improvements.

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

Mr. Williams read the ordinance.

Alderman Davis moved to suspend the rule and move to the third reading. Alderman Jordan seconded. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4401 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SALEM ROAD: A resolution awarding Bid 02-33 and approval of contract with Mobley Contractors in the amount of \$108,394.00 plus a project contingency of \$10,000.00 for a total cost of \$118,394.00, for large scale development requirements of Salem Road at the Gary Hampton Softball Complex, and approval of a budget adjustment.

Mr. Earnest stated this was to improve 675 feet of street to match existing street improvements. They would be doing a great deal of site improvements including drainage.

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

RESOLUTION 90-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CAT: A resolution to reinstate CAT funding for the remainder of 2002 at a rate of \$34,500, and approval of a budget adjustment.

Mr. Earnest stated they had planned to pursue aggressively some alternative funding to continue CAT operations for the remainder of this year. It was their recommendation that the funding for CAT be continued for six months. Their contract expired the end of this year.

Alderman Young stated they would have to get a proposal before the end of the year.

Mr. Earnest stated they would be looking at other options and other proposals.

Alderman Davis stated he would like to see them have their own fundraisers and to reduce the amount of funding from the city.

Ms. Andrea Fournet, stated she was on the CAT Board now, they were making some changes and were going to try and improve their fund raising efforts.

Melonie Beetsol, an area resident, stated CAT also provided educational opportunities for young kids. She urged them to pass the funding the program.

Mr. David LaRue, requested putting conditions on the funding regarding CAT and how it was ran within its own organization.

Mayor Coody did not believe they could make a policy change within the time period.

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

RESOLUTION 91-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

INFORMATIONAL

COX FRANCHISE: Discussion of Cox Cable Franchise.

Mr. Earnest stated he need direction on the extension of the franchise deadline for negotiations and the rate audit. They had contacted two CPAs, the consensus from both was that the companies if they went through the expense of a desk audit of Form 1235 the probability is that they would not achieve any significant savings.

Alderman Young stated he would like for them to get the information whether or not they proceed forward or not.

Mr. Jim Bemis, an area resident, made comments

Meeting adjourned at 9:45 p.m.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of July 2, 2002

FROM:

<u>Jim Beavers</u>	<u>Engineering</u>	<u>Public Works</u>
Name	Division	Department

ACTION REQUIRED:

Approval of a resolution awarding an engineering contract to Garver Engineers in the not-to-exceed amount of \$275,000.00 to provide engineering services for the accelerated waterline replacement project.

COST TO CITY:

<u>\$ 275,000.00</u>	<u>\$1,500,000.00</u>	<u>Waterline replacements</u>
Cost of this Request	Category/Project Budget 2002	Category/Project Name
<u>5400-5600-5803-00</u>	<u>\$0</u>	<u>Water improvements</u>
Account Number	Funds Used To Date 2002	Program Name
<u>02125-0010</u>	<u>\$1,500,000.00</u>	<u>Water/Sewer fund</u>
Project Number	Remaining Balance 2002	Fund

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

<u>Budget Manager</u>	<u>Administrative Services Director</u>
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CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager Date

Internal Auditor Date

City Attorney Date

ADA Coordinator Date

Purchasing Officer Date

Grant Coordinator Date

STAFF RECOMMENDATION: Approval

Allen Deavers 06-19-02
Division Head Date

Department Director Date

Administrative Services Director Date

Mayor Date

Cross Reference

New Item: Yes ___ No x

Prev Ord/Res #: 78-02
to provide the \$1,500,000 funding

Orig Contract Date: _____

Orig Contract No: _____

STAFF REVIEW FORM

page 4

Description Accelerated Water Line Replacements - City wideMeeting Date July 2, 2002

Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grant Coordinator

Reference Comments:

FAYETTEVILLE

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

To: Dan Coody, Mayor

Thru: Greg Boettcher, Public Works Director
Contract Review

From: Jim Beavers, City Engineer *Jim Beavers*

Date: June 18, 2002

Re: City Council Meeting July 2, 2002.
Water and Sanitary Sewer Committee meeting June 25, 2002.
Proposed engineering services contract with Garver Engineers, Inc for the accelerated water main replacement project.

Project background. Please refer to:

- a. The attached copy of the April 18, 2002 memorandum from Greg Boettcher, P.E., Public Works Director documenting the need for an accelerated water line replacement program and method to finance such program.
- b. The attached copy of Resolution 78-02 approved by the City Council on May 7, 2002 to fund \$1,500,000.00 in accelerated water line replacements.

Proposed engineering services contract.

Based upon State law and City policy, a formal engineering selection committee selected the firm of Garver Engineers to negotiate an engineering services contract for the water line replacement program.

The contract will permit individual task orders for water line segments as defined by the City, negotiated by City staff and authorized by the Mayor.

Staff recommends that the City Council approve the engineering services contract with Garver Engineers in the not-to-exceed amount of \$275,000.00.

enclosures:

1. Engineering contract
2. Memorandum dated April 18, 2002
3. Resolution 78-02 approved May 7, 2002

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and
Fayetteville City Council Members

FROM: Greg Boettcher, P.E.,
Public Works Director



DATE: April 18, 2002

SUBJECT: City Council Agenda Item – May 7, 2002
Budget Adjustment – Water and Sewer Division
Accelerated Water Main Replacement

BACKGROUND

Fayetteville's water system includes more than 525 miles of pipelines that serve more than 75,000 people. Average daily water purchase volume is 13 million gallons, of which approximately 20% is unaccounted for. Target water loss rates are 12-15%, therefore, corrective actions are justified and may be expected to produce reductions in water loss. In fiscal year 2001, the Water and Sewer Division recorded 628 leaks, these events consuming a significant amount of labor, equipment and material expenses. Performance goals for the in-house water main replacement program is 8,000 feet of water line; equating to annual replacement rate of 0.3% of the system. In other terms, this level of performance requires a water main to have an average service life of 347 years. This infrastructure replacement rate is inadequate to properly maintain this asset, as evidenced by the level of pipeline failures and high loss ratios.

The Water and Sewer Division maintains records of pipeline segments with high failure rates or other serious inadequacies, with more than 50 projects being currently identified under said process. The current in-house program is not staffed or equipped to keep pace with or make progress on this growing need. Such conditions are the basis for an accelerated water main replacement program to avoid continued degradation of this municipal asset and to reduce water loss volumes.

DISCUSSION

The decision to initiate this asset preservation program surfaced when supplemental Water and Sewer Enterprise Funds became available. The retained earnings of the Water and Sewer Division's operating fund have been used to cash flow the facility planning costs of the Wastewater System Improvement Project. A drawdown of bond issue proceeds, to reimburse this temporary borrowing, shall provide \$1.5 million of fund replenishment that is not budgeted for a specific purpose. It is proposed that this water and sewer fund reimbursement be budgeted for accelerated Water Main replacement activities.

The Water and Sewer committee discussed this budget adjustment at its April 11, 2002 meeting, finding the program to be acceptable and recommending presentation to the Fayetteville City Council for approval. It is proposed that the Water and Sewer Superintendent develop a list of water main segments that have the greatest cost-benefit ratio and are of such a construction nature as to be suited for construction by independent contractors (minimum service disruptions, uncongested construction routes, etc). A preliminary replacement plan for the targeted activities shall be developed by the Water and Sewer Division. Using this preliminary design, a consultant shall be selected to design, bid and provide award recommendations for the replacement project. The budget for these activities shall be set at \$1.5 million.

RECOMMENDATION

It is recommended that the Fayetteville City Council approve a budget adjustment in the amount of \$1.5 million for the implementation of an accelerated water main replacement program, funding to be secured from Water and Sewer Enterprise Fund's retained earnings. Also, the approval should stipulate that such a project be added to the Fiscal Year 2002 Capital Improvement Plan.

RESOLUTION NO. 78-02**MICROFILMED**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF ONE MILLION FIVE HUNDRED THOUSAND DOLLARS FROM A REIMBURSEMENT OF BOND PROCEEDS FROM THE WASTEWATER IMPROVEMENT PROJECT TO BE TRANSFERRED TO THE WATER AND SEWER FUND

WHEREAS, the City Council Water and Sewer recommends that a budget adjustment from reimbursed funds from the bond proceeds of the Wastewater Improvement Project be transferred to the Water and Sewer Fund to be used for water main replacement.

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

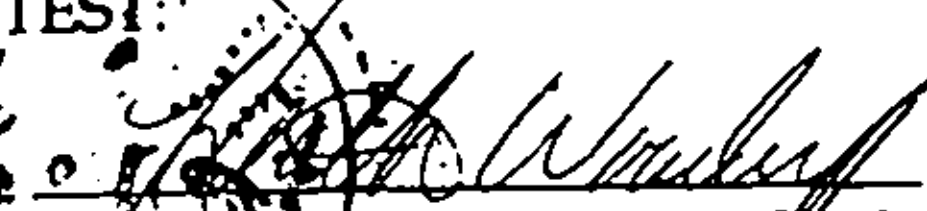
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the budget adjustment attached as Exhibit "A" in the amount of \$1,500,000.00 from a reimbursement of bond proceeds from the Wastewater System Improvement Project to the Water and Sewer Fund for water main replacement projects in the 2002 Capital Improvement Plan.

PASSED and APPROVED this the 7th day of May, 2002.

APPROVED:

By: 
DAN COODY, Mayor

ATTEST:

By: 

Heather Woodruff, City Clerk

FRANKLIN COUNTY, ARKANSAS



Budget Year	Department	Public Works	Date Requested	Adjustment #
2002	Division:	Water & Sewer Maintenance	04/18/2002	
	Program:	Capital Water Mains		

Project or Item Requested:

1,500,000 is requested in Water & Sewer Fund to fund an accelerated water line replacement project.

Project or Item Deleted:

Funding proposed for this adjustment is from a reimbursement of bond proceeds for the WSIP.

COPY

Justification of this Increase:

The item is requested to address the high pressure line segments.

Justification of this Decrease:

Water & Sewer Fund has sufficient cash & investments to fund this request and comply with City policy.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number
Waterline Improvements	1,500,000	5400	5600	5808	00	02125 1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number
Balance of Fund Balance	1,500,000	5400	0940	4999	99	

Approval Signatures

Requested By	Date
	4-18-02
Request Manager	Date
Department Director	Date
City Services Director	Date
	5/14/02

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					

STANDARD AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS
Project No. 02125

This is an agreement made as of _____, 20____, between the City of Fayetteville, hereinafter called "Owner" and/or "City" and Garver Engineers, hereinafter called the "Engineer".

The Owner intends to make improvements to water lines and appurtenances at various locations in Fayetteville, Arkansas. The Engineer will provide engineering and surveying services to allow for these improvements.

The Owner and the Engineer in consideration of the mutual covenants in this contract agree in respect of the performance of professional engineering and surveying services by the Engineer and the payment for those services by Owner as set forth below.

SECTION 1 - EMPLOYMENT OF THE ENGINEER

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional engineering and surveying services in connection with the proposed improvements as stated in the sections to follow. For having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. All of the engineering and surveying services will be supplied by the Engineer's personnel or personnel under subcontract to the Engineer, as approved by the Owner.

SECTION 2 - SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes surveying, design, preparation of property acquisition documents, bidding services, and construction support services for improvements to various water lines in Fayetteville. Under this agreement, the City will furnish schematic plans drawn on City mapping for the sections of water lines designated for replacement/improvement. The City will indicate the type and extent of improvements to be designed. The Engineer will accomplish services related to each water line improvement in accordance with task orders negotiated by the City and the Engineer and approved by the Mayor. Each task order will include a specific scope of work and more clearly define the general scope of work elements described below, as appropriate.

The project will be designed to meet water standards in accordance with the Owner's Water and other related Standards.

2.2 Surveys

The Engineer shall provide all field survey data from field work for designing the project, and this survey shall be tied to the Owner's control network.

The Engineer will conduct field surveys consisting of cross sections at intervals and for distances each side of the existing water line as appropriate for modeling the existing ground, including locations of any pertinent features or improvements between sections, along the designated route. Buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present on the route, will be located. Control points will be established for use during construction.

The Engineer will obtain property record research from an abstractor under a subconsultant agreement with the Engineer.

2.3 Geotechnical Services

The Engineer will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. The Engineer will subcontract with Grubbs, Hoskyn, Barton & Wyatt for geotechnical work as appropriate.

2.4 Coordination

The Engineer will furnish plans to all known utility owners potentially affected by the project at each stage of development. The Engineer shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations.

The Engineer shall also attend coordination meetings with the Owner and others as required. The Engineer will prepare exhibits for these meetings when appropriate.

2.5 Preliminary Design

The preliminary design phase submittal will include preliminary typical sections, plan and profile sheets, right-of-way requirements, and an opinion of probable construction cost. The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or "front end" contract documents. The Engineer will not begin final design until the preliminary design is approved by the Owner in writing. The Engineer will furnish three sets of Preliminary Plans to the Owner and one set to each potentially affected utility company.

2.6 Final Design

During the final design phase of the project, the Engineer shall conduct final designs to prepare construction plans and specifications including final construction details and quantities, special provisions, opinion of probable construction cost, make final field inspection with Owner, make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and all other work required to advertise for bids. Unless the Owner prefers and provides a specific construction contract, the Engineer will furnish an industry standard construction contract form for review by the City Attorney. The Owner will furnish standard technical specifications for water line construction for incorporation into the construction contract documents.

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

1. Three sets of final plans, contract documents, and specifications.
2. One set of final plans, contract documents, and specifications to each potentially affected utility company.
3. The originals of all drawings, specifications, and contract documents.
4. Opinion of probable construction cost.

2.7 Property Acquisition Documents

The Engineer shall provide mapping as required for preparing Right-of-Way/Easement acquisition documents for the Owner's use in acquiring the property. Documentation will include a key map showing all affected properties and an individual tract map with description of temporary and permanent acquisition for each property.

2.8 Bidding Services

During the bidding phase of the project, the Engineer will dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling), support the contract documents by preparing addenda as appropriate, participate in a pre-bid meeting if necessary, attend the bid opening, prepare bid tabulation, evaluate bids, recommend award, prepare construction contracts, and issue a Notice to Proceed letter to the Contractor.

2.9 Construction Support Services

During the construction phase of work, the Engineer will accomplish the following:

1. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment.
2. Attend progress/coordination meetings with the Owner/Contractor.
3. Attend preconstruction meeting.
4. Prepare for and attend utilities coordination meeting.
5. Evaluate and respond to construction material submittals and shop drawings.
6. Prepare record drawings.
7. Provide part-time resident construction observation services for the construction contract performance time.
8. Provide survey crew time for field checking quantities, contractor's layout, etc.

In performing construction observation services, the Engineer will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but the Engineer cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction the Engineer observes that the Contractor's work does not comply with the construction contract documents, the Engineer will immediately notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. The Engineer will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, the Engineer will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

2.10 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Design of any utilities relocation other than water lines and appurtenances.
2. Payment of agency review or permitting fees or newspaper advertisement fees.
3. Construction materials testing.
4. Wetlands identification or mitigation plans or other work related to environmentally or historically significant items.

2.11 Schedule

The Engineer shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with a schedule mutually agreeable to the Owner and the Engineer.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES (except as may be modified for additional services required), the Owner shall pay the Engineer on an hourly basis. The Engineer will accomplish professional engineering and surveying services at the unburdened salary rates in effect for the Engineer's personnel during the performance of the contract, multiplied by a 3.00 markup for direct and indirect overhead and profit. In addition, reimbursable expenses, including, but not limited to, printing, reproduction, and travel will be billed. The total amount paid to the Engineer under this agreement will not exceed \$275,000 without a written amendment approved by the Owner. For informational purposes, a breakdown of the Engineer's approximate hourly costs is included in Appendix A with approximate current hourly rates for each employee classification.

Payment will be made by the Owner on a monthly basis, based upon statements submitted by the Engineer to the Owner for the actual expenses incurred by the Engineer directly related to the scope of services described in this agreement.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by the Engineer and informing the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
2. Making provision for the employees of the Engineer to enter public and private lands as required for the Engineer to perform necessary preliminary investigations.
3. Furnishing the Engineer with as-built plans, aerial mapping, etc.

SECTION 5 - MISCELLANEOUS

5.1 Instruments of Service

The Engineer's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, the Engineer will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

The Engineer's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and the Engineer's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

The Owner is granted ownership of the printed hard copy drawings and specifications and the electronic media but agrees they will only be used in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of the Engineer, shall be without liability to the Engineer and the Engineer's consultants.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless the Engineer, the Engineer's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since the Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the Engineer's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of the Engineer's experience and qualifications and represent the Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by the Engineer.

The Owner understands that the construction cost estimates developed by the Engineer do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, the Engineer will not be required to re-design the project without additional compensation.

5.3 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.

5.4 Claims and Liability

The Engineer shall 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.

5.4 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.

5.5 Engineer's Endorsement

The Engineer shall endorse and recommend all plans, specifications, estimates, and engineering data provided under this agreement. All design shall be checked in accordance with accepted engineering practices. All plan quantities shall be checked and verified.

5.6 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 and the City Council in advance of the change in scope, price, or fees.

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

SECTION 6 - CONTROL OF SERVICES

This is an Arkansas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and Engineer, the matter shall be resolved in accordance with the Laws of the State of Arkansas.

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.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party. If this Agreement is so terminated, the Engineer shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION III - PAYMENT; however, the Engineer may be required to furnish an accounting of all costs. If the contract is so terminated, the Engineer shall be paid for his time at the rate of 3.00 times the actual salary costs paid to his employees working on the project, and the actual costs of materials and subcontractor costs expended.

This Agreement may be terminated for the convenience of the Owner, upon the delivery of written notice to the Engineer. If the contract is so terminated, the Engineer shall be paid for his time at the rate of 3.00 times the actual salary costs paid to the Engineer's employees working on the project, and the actual costs of materials and subcontractor costs expended.

Should the Onwer, 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 Onwer 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.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and the Engineer each bind himself and his successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the Engineer shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

IN TESTIMONY OF WHICH, this instrument has been executed on behalf of the above named Engineer, and has been executed on behalf of the Owner, in two (2) counterparts, each of equal force, on the day and year first above written.

OWNER

CITY OF FAYETTEVILLE

By: _____

Title: _____

ATTEST: _____

ENGINEER

GARVER ENGINEERS

By: _____


Brock Hoskins, P.E.
Vice President

ATTEST: _____



Appendix A
Garver Hourly Rate Schedule

Classification	Regular
Senior Project Manager	\$ 125.00
Project Manager	\$ 105.00
Senior Project Engineer	\$ 85.00
Project Landscape Architect	\$ 76.00
Project Engineer	\$ 82.00
Senior Design Engineer	\$ 77.00
Sr. Construction Engineer	\$ 69.00
Construction Engineer	\$ 60.00
Design Engineer/Designer	\$ 62.00
Environmental Scientist	\$ 73.00
CADD Administrator	\$ 77.00
Senior CADD Technician	\$ 62.00
Automation & Control Specialist	\$ 91.00
CADD Technician	\$ 54.00
Senior Construction Observer	\$ 66.00
Construction Observer	\$ 50.00
Survey Coordinator	\$ 60.00
Party Chief	\$ 55.00
Instrument Man	\$ 33.00
Rodman	\$ 29.00
Clerical	\$ 38.00
Project Surveyor	\$ 70.00
2-Man Crew (Survey)	\$ 125.00
3-Man Crew (Survey)	\$ 150.00
2-Man Crew (GPS Survey)	\$ 140.00
3-Man Crew (GPS Survey)	\$ 175.00

Note: These rates are subject to change October 1, 2002.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of July 2, 2002

FROM:

<u>Jim Beavers</u>	<u>Engineering</u>	<u>Public Works</u>
Name	Division	Department

ACTION REQUIRED:

1. Approval of a resolution awarding the engineering contract to the firm of USInfrastructure for engineering studies and recommendations for (1) The upper Hamestring Creek basin (the area east of I-540 through the Asbell neighborhood area to Garland) and (2) the Shenandoah Trailer park area. The contract price is not-to-exceed \$93,424.00.
2. Approval of an engineering contract contingency in the amount of \$10,000.00.

COST TO CITY:

<u>\$ 103,424.00</u>	<u>\$510,516 *</u>	<u>Drainage Study</u>
Cost of this Request	Category/Project Budget 2002	Category/Project Name
<u>4470-9470-5314/5817</u>	<u>\$114,170</u>	<u>Bridge/Drainage</u>
Account Number	Funds Used To Date 2002	Program Name
<u>02097 - 0010</u>	<u>\$496,346</u>	<u>Sales Tax</u>
Project Number	Remaining Balance 2002	Fund

* 2002 "Drainage Study" budget. The CIP/Budget also includes \$600,000.00 for construction of drainage improvements in the Asbell area (Holly/Vista) and \$250,000.00 for construction of drainage improvements in the Shenandoah Trailer park area.

BUDGET REVIEW: ☒ Budgeted Item

[Signature]
Budget Manager

Budget Adjustment Attached

[Signature]
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marcia Fusting 6/10/02
Accounting Manager Date

[Signature] 6/11/02
City Attorney Date

[Signature] 6/12/02
Purchasing Officer Date

Nancy Smith 6/11/02
Internal Auditor Date

[Signature]
ADA Coordinator Date

Grant Coordinator Date

STAFF RECOMMENDATION: Approval

Jim Beavers 06-10-02
Division Head Date

Cross Reference

Ly Baethke 06-13-02
Department Director Date

New Item: Yes ☒ No ☐

Chris Weiler 6/13/02
Administrative Services Director Date

Prev Ord/Res #: _____

Dan Coody 6/13/02
Mayor Date

Orig Contract Date: _____

Orig Contract No: _____

Consent _____
New Bus ☒

STAFF REVIEW FORM

Page 2

Description Drainage Studies (1) Upper Hamestring (2) Shenandoah Trailer Park area

Meeting Date July 2, 2002

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grant Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.

Fayetteville, AR 72701

Engineering Division

To: Dan Coody, Mayor

Thru: Greg Boettcher, Public Works Director
Contract Review

From: Jim Beavers, City Engineer *Jim Beavers*

Date: June 10, 2002

Re: City Council Meeting July 2, 2002.

City Council Street Committee meeting June 25, 2002.

Drainage studies and recommendations for (1) Upper Hamestring Creek basin including the Asbell Neighborhood area and (2) the Shenandoah Trailer park area.

Staff recommends and requests that the City Council:

1. Approve a resolution awarding the engineering contract to the firm of USInfrastructure for engineering studies and recommendations for (1) The upper Hamestring Creek basin (the area east of I-540 through the Asbell neighborhood area to Garland) and (2) the Shenandoah Trailer park area. The contract price is not-to-exceed \$93,424.00.
2. Approval of an engineering contract contingency in the amount of \$10,000.00.

The construction of Drainage Improvements for the upper Hamestring Creek Basin and the Shenandoah Trailer Park area are included in the 2002 CIP/Budget.

Prior to beginning the construction plans it necessary to perform the drainage studies of the areas to determine the scope and priorities of improvements.

The proposed contract with USInfrastructure will analyze the subject basins (areas) and provide:

drainage studies/calculations,
identification of existing problems,
preliminary, intermediate and final public meetings as appropriate,
system inventory,

hydrologic analysis,
hydraulic analysis,
development of alternatives and recommendations,
priorities and cost estimates,
final report.

Please refer to the enclosed contract for detailed specifics and enumeration of the tasks required.

After the final report is completed and accepted by the City then separate contracts may be negotiated for construction document preparation.

2002 Budget:

The 2002 budget includes \$510,516.00 for the City's Master Drainage Study.

Staff recommends utilizing a portion (\$103,424.00) of these funds for the drainage studies of the two subject basins (upper Hamestring and Shenandoah Trailer Park area).

The 2002 CIP/Budget includes \$600,000.00 for the construction of drainage improvements in the Asbell neighborhood area (Holly/Vista) and \$250,000.00 for construction of drainage improvements in the Shenandoah Trailer Park area. The construction documents cannot be adequately prepared until the drainage studies have been completed.

enclosures:

1. Proposed contract with USInfrastructure
2. Vicinity Maps

CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Agreement entered into and executed this ____ day of _____ 2002, by and between the City of Fayetteville acting by and through its Mayor hereinafter called the "OWNER" and USInfrastructure, Inc. with offices located in Springdale, Arkansas hereinafter called the "ENGINEER".

WITNESSETH:

Whereas, the "OWNER" is planning to have drainage studies conducted in two areas of the City of Fayetteville that are currently experiencing problems with flooding

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 - SCOPE OF THE PROJECT

The scope of the project covered by this agreement includes the engineering services required to perform the following tasks in the priority order listed.

- Area 1 – Drainage Study of the Hamestring Creek Basin (Upstream of I-540)
- Area 2 – Drainage Study of the Shenandoah Trailer Park Area

A. Study and Report Preparation

The following is a numerical outline of the major work items to be performed for each Area:

Area 1 – Drainage Study of the Hamestring Creek Basin

1. Identification of Major Sub-basins and Major Tributaries in the Basin

Sub-basins and major tributaries in the Hamestring Creek Basin will be identified using previous work performed by City staff, existing topographic information and aerial photography. Basin boundaries will be modified when existing streets and storm sewers alter natural flow patterns. Roadway and subdivision plans of record will be referenced in order to locate storm sewers and to determine their effects on basin boundaries. In some cases, field verification will also be required in order to identify exact basin boundaries.

a. Tasks

1. Identify major basin and sub-basin boundaries
2. Identify soils types affecting runoff
3. Identify land use/land cover (current and future) using the City's current Land Use Map

b. Deliverables

1. Basin map with all sub-basins and tributaries identified

2. Identify Existing Drainage Problems

Drainage problems existing in throughout the basin will be sought and identified. Descriptions and photographs of problems will be presented.

a. Tasks

1. Define "drainage problems" to be addressed
2. Conduct public meeting(s) to discuss problem areas
3. Review property owner complaints
4. Site visits and photographs
5. Interview property owners

b. Deliverables

1. Descriptions and photographs of each drainage problem location
2. Summary of interview of property owner(s) complaints

3. Inventory of Drainage Structures Along Definable Drainage Channels

Drainage structures throughout these basins will be inventoried by City supplied mapping and field verification. Structural inventory sheets, developed by USInfrastructure, Inc., will

include a photograph, size, shape, material, and functional condition of each structure. Recommendations for maintenance of each structure will also be provided in the structural inventory.

a. Tasks

1. Transfer existing city structure survey information
2. Field measurements and photographs of structures

b. Deliverables

1. Structure inventory sheets
2. Recommendations for maintenance and/or improvements

4. Hydrologic Analysis

The hydrologic analysis of the Hamestring Basin (Upstream of I-540) will be preformed using HEC-HMS modeling software developed by the U.S. Army Corp of Engineers. Land use/land cover and soils information will be used to develop curve number and lag times for each sub-basin. Basin models will be constructed according to Fayetteville digital topography and Drainage Manual requirements to represent land use under current and future conditions in order to illustrate existing conditions and the effect of continued development in the basin. This work will be compared with previous work performed by City staff. Rainfall simulations will be performed for 2-, 10-, 25-, 50-, and 100-year storm events. HEC-HMS uses basin characteristics to predict runoff quantities that will be produced for given storm events. Runoff quantities and hydrographs for each sub-basin will be generated for 2-, 10-, 25-, 50-, and 100-year storms for current and future land use conditions. Effects of regional and onsite detention will also be simulated. Model results will be evaluated and compared with existing FEMA and Corp of Engineers data.

a. Tasks

1. Review previous work performed by City staff
2. Develop sub-basin curve numbers
3. Develop sub-basin lag times
4. Construct HEC-HMS model
5. Develop hydrographs for sub-basins
6. Evaluate model results and troubleshooting
7. Compare model results with FEMA results

b. Deliverables

1. Digital copy of model
2. Hydrographs for each sub-basin
3. Tabular model results
4. Comparision of model results with existing data
5. Comparison of model results with FEMA results

5. Hydraulic Analysis

The hydraulic analysis of the Hamestring Creek Basin will be performed using HEC-RAS modeling software developed by the U.S. Army Corp of Engineers. A basin model will be developed to represent the definable stream threads in the basin. The model will be constructed using cross sections developed from existing topographic maps, surveyed cross sections (provided by City staff), City as-built plans and structure dimensions collected during field surveys. This model will use the flows generated in HEC-HMS to forecast floodwater depth and width (encroachment). Model outputs will be used to evaluate whether existing structures will be inundated during projected storm flows and to locate current and future problem areas throughout the basin. Model results will be evaluated and compared with existing City, FEMA and Corp of Engineers data.

a. Tasks

1. Review existing city cross section survey information
2. Build HEC-RAS model
3. Evaluate model results and troubleshooting
4. Identify problem areas

b. Deliverables

1. Digital copy of model
2. Graphical model results

6. Develop Recommendations

After problem locations are identified from the hydraulic analysis, alternatives for improvements for each area will be developed. Preliminary results of the hydraulic analysis will be reviewed with the city staff prior to selection of improvement alternatives. Improvements may include channel modifications, structure modifications, maintenance, or replacement, and regional or onsite detention. Comparisons will be made between open channels versus closed culverts. Review of recommended improvements will first evaluate existing designs. Physical modifications to the drainage system for each alternative will be modeled using HEC-RAS. Selection of the most appropriate improvement will not only consider onsite conditions, but will look at drainage effects throughout the basin, upstream of Interstate 540. Stormwater quality issues such as those facing the City for NPDES Phase II requirements will also be considered. Finally a preliminary cost analysis will be performed for each alternative. Results will be analyzed and the best, or most viable, alternatives along with improvement priorities will become the recommended schedule of improvements.

a. Tasks

1. Review and evaluate existing designs
2. Develop alternatives
3. Meet with city staff to discuss alternatives and prepare for public meeting
4. Model alternatives

5. Conduct public meeting to discuss alternatives
6. Perform preliminary cost analysis
7. Meet with city staff to evaluate selected alternatives
8. Make final recommendations
9. Conduct public meeting to present selected alternatives

b. Deliverables

1. List of alternatives
2. Preliminary cost analysis
3. Final recommendations
4. Summary of Public Meetings

7. Report Preparation

A final report containing all deliverables for project will be developed. It will detail drainage problems, structural inventories, analysis procedures, improvement alternatives and final recommendations for the Hamestring Creek Basin. Report will be similar in format and style to the sample given to the City.

a. Tasks

1. Create report figures
2. Write report
3. Submit Preliminary Report for review by City staff
4. Final revisions
5. Printing and reproduction

b. Deliverables

1. Preliminary Report
2. Final report

Area 2 – Drainage Study of the Area and Shenandoah Trailer Park Area

1. Identification of Major Sub-basins and Major Tributaries in the Basin

Sub-basins and major tributaries in the two areas will be identified using previous work performed by City staff, existing topographic information and aerial photography. Basin boundaries will be modified when existing streets and storm sewers alter natural flow patterns. Roadway and subdivision plans of record will be referenced in order to locate storm sewers and to determine their effects on basin boundaries. In some cases, field verification will also be required in order to identify exact basin boundaries.

a. Tasks

1. Identify/verify major basin and sub-basin boundaries
2. Identify/verify soils types using County Soil Maps

3. Identify/verify land use/land cover (current and future) in accordance with the existing City Land Use Map

b. Deliverables

1. Basin map with all sub-basins and tributaries identified

2. Identify Existing Drainage Problems

Drainage problems existing in throughout the basin will be sought and identified. Descriptions and photographs of problems will be presented.

a. Tasks

1. Conduct public meetings to discuss problem areas
2. Review property owner complaints
3. Site visits and photographs
4. Interview property owners

b. Deliverables

1. Descriptions and photographs of each drainage problem location

3. Inventory of Major Drainage Structures Along Definable Drainage Channels

Major drainage structures throughout in the Shenandoah Trailer Park Area will be inventoried by field verification. Structural inventory sheets, developed by USInfrastructure, Inc., will include a photograph, size, shape, material, and functional condition of each structure. Recommendations for maintenance of each structure will also be provided in the structural inventory.

a. Tasks

1. Transfer existing city structure survey information
2. Field measurements and photographs of structures

b. Deliverables

1. Structure inventory sheets
2. Recommendations for maintenance and/or improvements

4. Hydrologic Analysis

The hydrologic analysis of the two areas will be preformed using the rational method and will be checked using HEC-HMS modeling. Land use/land cover and soils information will be used to develop curve number and lag times for each sub-basin. Basin models will be constructed according to Fayetteville Drainage Manual requirements to represent land use

under current and future conditions in order to illustrate existing conditions and the effect of continued development in the basin. This work will be compared with previous work performed by City staff. Rainfall simulations will be performed for 2-, 10-, 25-, 50-, and 100-year storm events. Runoff quantities and hydrographs for each sub-basin will be generated for 2-, 10-, 25-, 50-, and 100-year storms for current and future land use conditions. Effects of regional and onsite detention will also be simulated. Model results will be evaluated and compared with existing City, FEMA and Corp of Engineers data.

a. Tasks

1. Review previous work performed by city staff
2. Rational method calculations
3. Develop/verify sub-basin curve numbers
4. Develop/verify sub-basin lag times
5. Construct HEC-HMS model
6. Develop hydrographs for sub-basins
7. Evaluate model results and troubleshooting

b. Deliverables

1. Digital copy of model
2. Hydrographs for each sub-basin
3. Tabular model results
4. Comparison of model results with existing data

5. Hydraulic Analysis

The hydraulic analysis of the two areas will be performed using HEC-RAS and StormCAD, which works within AutoCAD domain. A basin model will be developed to represent the definable stream threads and underground storm sewers in the basin. The model will be constructed using cross sections developed from existing topographic maps, surveyed cross sections by City staff, City as-built plans and structure dimensions collected during field surveys. This model will use the flows generated by the rational method or HEC-HMS to forecast floodwater depth and width. Model outputs will be used to evaluate whether existing structures will be inundated during projected storm flows and to locate current and future problem areas throughout the basin. Model results will be evaluated and compared with existing City, FEMA and Corp of Engineers data.

a. Tasks

1. Review existing city cross section survey information
2. Build HEC-RAS and StormCAD models
3. Evaluate model results and troubleshooting
4. Identify problem areas

b. Deliverables

1. Digital copy of model
2. Graphical model results

6. Develop Recommendations

After problem locations are identified from the hydraulic analysis, alternatives for improvements for each area will be developed. Preliminary results of the hydraulic analysis will be reviewed with the city staff prior to selection of improvement alternatives. Improvements may include channel modifications, structure modifications, maintenance, or replacement, and regional or onsite detention. Comparisons will be made between open channels versus closed culverts. Physical modifications to the drainage system for each alternative will be modeled using HEC-RAS and StormCAD. Stormwater quality issues such as those facing the City for NPDES Phase II requirements will also be considered. Finally a preliminary cost analysis will be performed for each alternative. Results will be analyzed and the best alternatives along with improvement priorities will become the recommended schedule of improvements.

a. Tasks

1. Develop alternatives
2. Meet with city staff to discuss alternatives and prepare for public meeting
3. Model alternatives
4. Conduct public meeting to discuss alternatives
5. Perform preliminary cost analysis
6. Meet with city staff to evaluate selected alternatives
7. Make final recommendations

b. Deliverables

1. List of alternatives
2. Preliminary cost analysis
3. Final recommendations

7. Report Preparation

A final report containing all deliverables for each area will be developed. They will detail drainage problems, structural inventories, analysis procedures, improvement alternatives and final recommendations for the two areas. Report will be similar in format and style to the sample given to the City.

a. Tasks

1. Create report figures
2. Write report
3. Report review

4. Final revisions
5. Printing and reproduction

b. Deliverables

1. Preliminary Report
2. Final Report

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. The "OWNER" further agrees to provide any field surveys and cross-sections necessary for the "Engineer" to carry out his work.

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

To be negotiated between "OWNER" and "ENGINEER", if and when "OWNER" decides to proceed with this phase of services.

SECTION V - COORDINATION WITH "OWNER"

The "ENGINEER" shall hold conferences throughout the study of the project with representatives of the "OWNER" to the end that the study, 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 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 - CONCEPT AND PRELIMINARY SUBMISSION

The "ENGINEER" shall submit two (2) copies of Preliminary Report for review by City staff.

SECTION VIII - FINAL SUBMISSION

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

- A. Three copies of the Final Report and
- B. One (1) copy on magnetic media shall be submitted on disks compatible with AutoCAD Release 12 software.

C. An "Opinion of Probable Cost" to construct recommended improvements

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

Not part of this Study Phase—To be negotiated at a future date.

SECTION X - SUBCONTRACTING

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

SECTION XI - TIME OF BEGINNING AND COMPLETION

The "ENGINEER" shall begin work under this Agreement within ten (10) days of notice to proceed and shall complete the study phase of the contract within 180 calendar days. A proposed project schedule has been attached for reference.

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 XII - FEES AND PAYMENTS

A. "Study" 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 standard hourly rates in effect at the time the work is done, plus direct reimbursable expenses associated with the project. Hourly rates for the various classifications of employees for 2002 are set out in the attachment to this document. Rates are adjusted annually at the beginning of each calendar year. Payment shall be made monthly based on invoices from the Engineer. Invoices shall identify the hours spent on each Area and numerical work items listed in the scope of services provided. Total payment for Section II shall not exceed \$93,424.

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached hereto. The upper limit justification for each Area in Appendix "A" is an estimate. The total man-hours actually spent on each project item of work or task may vary from those indicated in Appendix "A", but the total not-to-exceed amount will be adhered to unless changes in scope of work are made and agreed to by the "OWNER" and the "ENGINEER." 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 Study Phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Study" phase for the project.

- B. "Design" Phase Services: Not included in this Study Phase
- C. "Bidding" Phase Services: Not included in this Study Phase
- D. "Construction" Phase Services: Not included in this Study Phase
- E. "Geotechnical Investigation" Services: Not included in this Study Phase
- F. "Special" Services: Not included in this Study Phase

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 canceled as hereinafter provided.

- B. Cancellation - Should the "OWNER", for any reason whatsoever, decide to cancel or to terminate the use of the "ENGINEER'S" service, the "OWNER" will give written notice thereof to the "ENGINEER", who will immediately terminate the work. If the "OWNER" so elects, the "ENGINEER" may be instructed to bring a reasonable stage of completion to those items whose value would otherwise be lost. The "ENGINEER" shall turn over all data, charts, survey notes, figures, drawings and other records or information collected or produced hereunder whether partial or complete. Upon such termination of the "ENGINEER'S" services, the "ENGINEER" shall be paid 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 non-binding mediation, provided that nothing herein shall preclude either party from seeking any and all remedies available at equity or law.
2. Responsibility for Claims and Liability - The "ENGINEER" shall 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

ENGINEER

By: _____
Mayor

USInfrastructure, Inc.

By: CR Nickle
Charles R. Nickle, Executive Vice President

ATTEST:

City Clerk

ATTEST:
By: Terry W. Carpenter
Terry W. Carpenter, Vice President

[illegible]

USINFRASTRUCTURE
A. 3. Page 19

USINFRASTRUCTURE
A. 3. Page 20

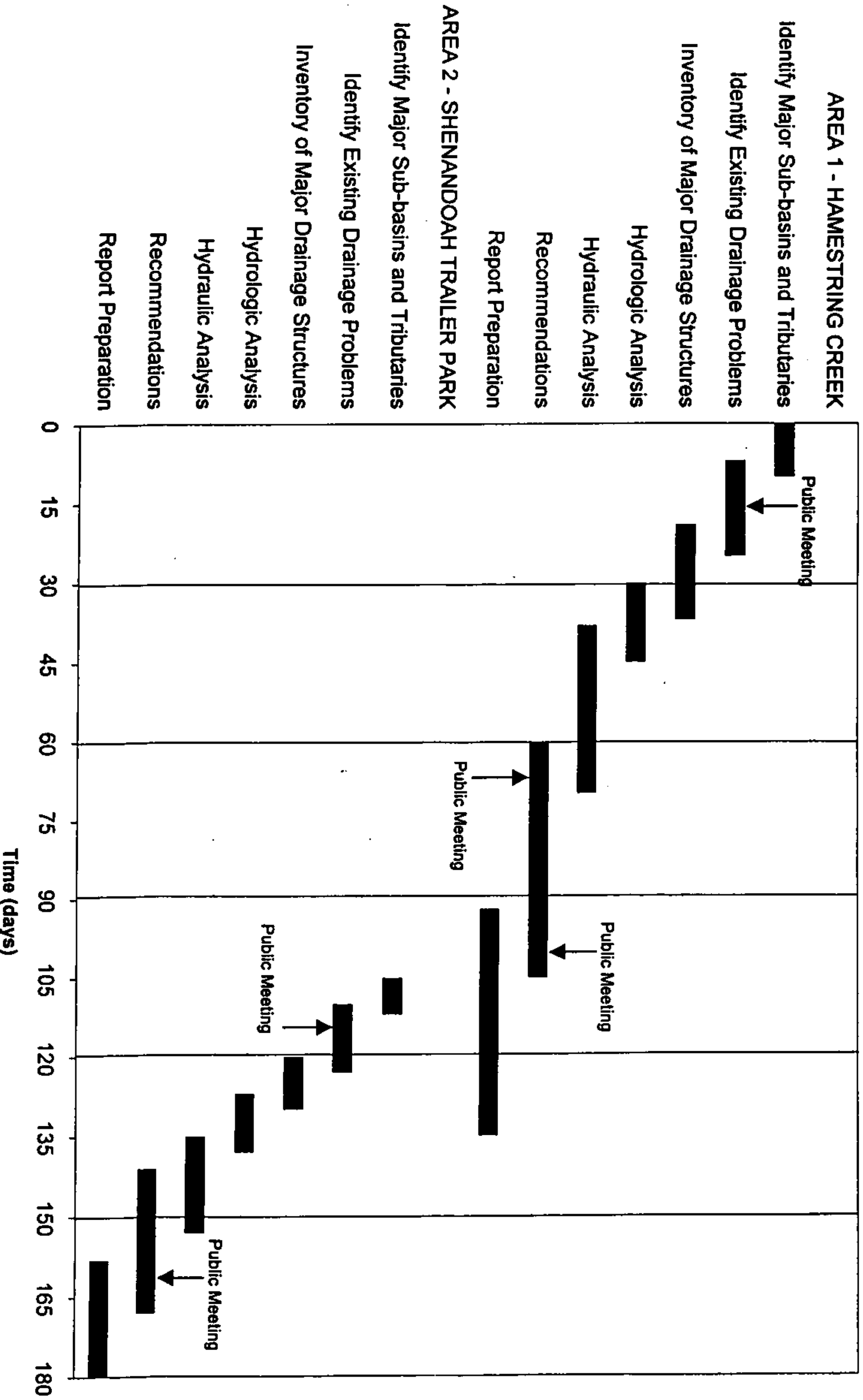
**ATTACHMENT
TO AGREEMENT FOR ENGINEERING SERVICES
SCHEDULE OF CLASSIFICATIONS AND RATES FOR 2002**

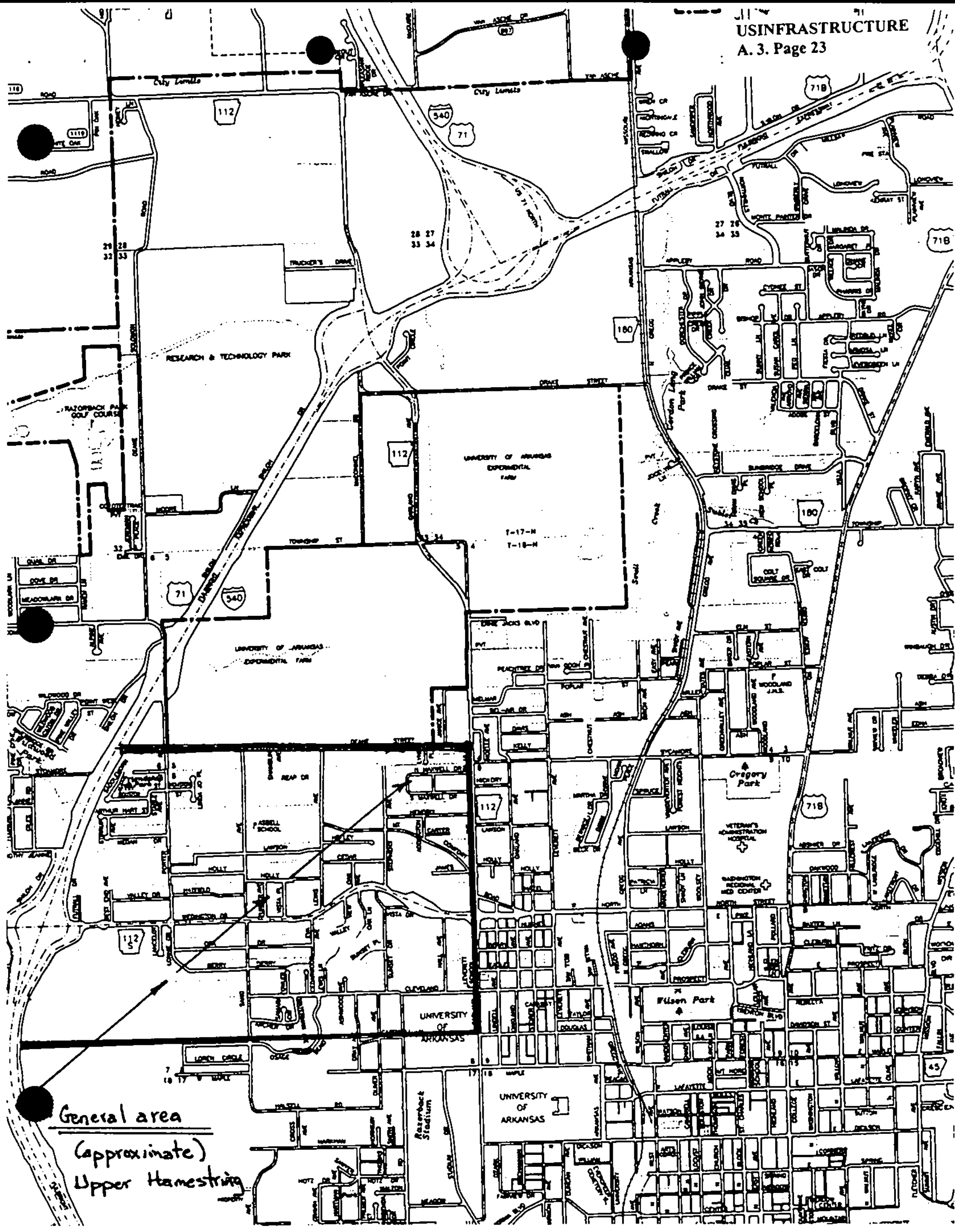
<u>Classification</u>	<u>Hourly Rate</u>
Engineer IX	\$130.00
Engineer V	97.00
Engineer IV	87.00
Engineer III.....	76.00
Engineer II.....	65.00
Engineer I.....	52.00
Engineering Technician V	74.00
Engineering Technician IV	60.00
Engineering Technician III.....	45.00
Engineering Technician II.....	37.00
Engineering Technician I.....	30.00
Administrative III.....	37.00
Administrative II.....	30.00
Administrative I.....	25.00
Land Surveyor IV	85.00
Land Surveyor III.....	60.00
Land Surveyor II.....	45.00
Land Surveyor I.....	37.00

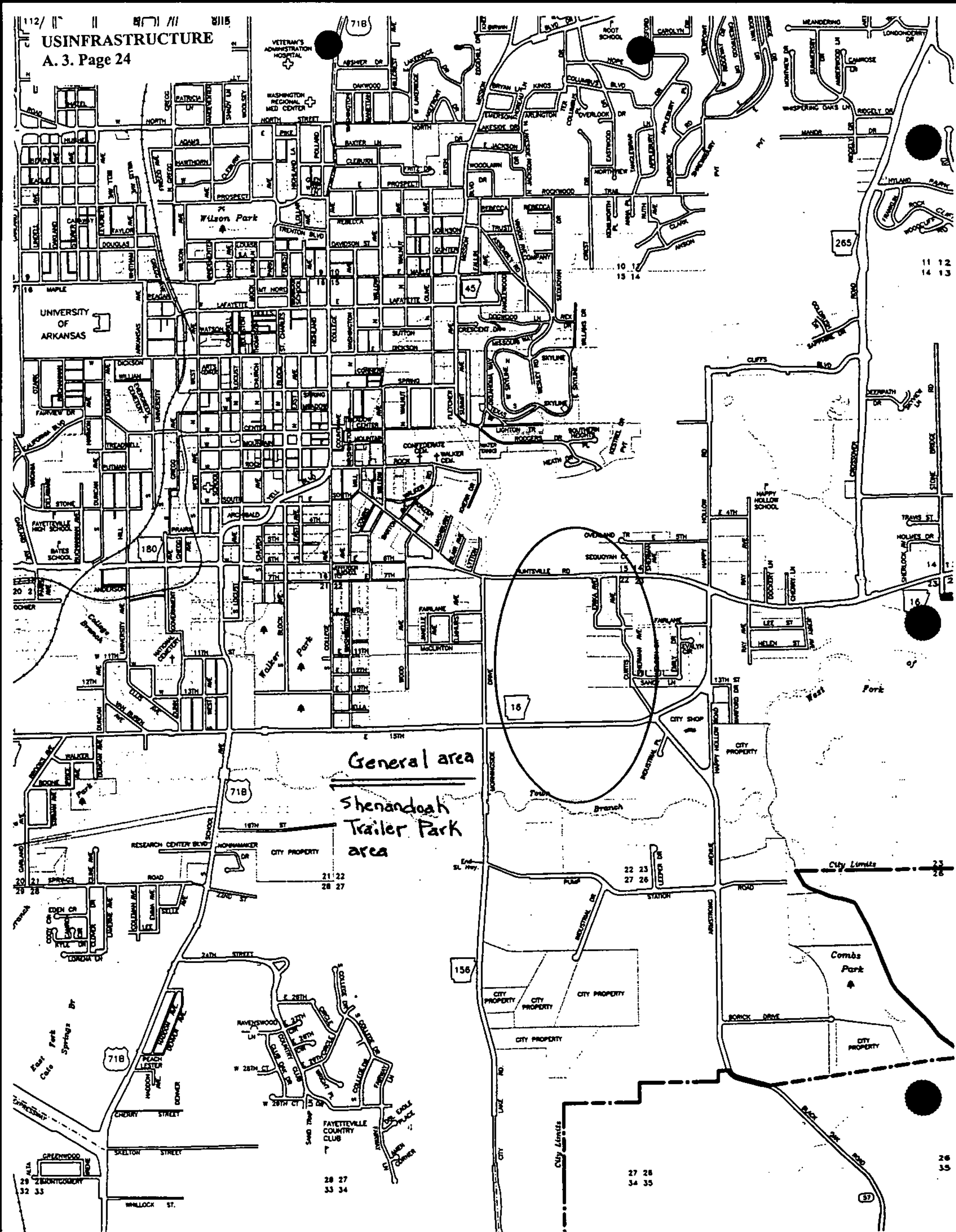
Hourly rate schedules will be adjusted annually each January 1.

USInfrastructure, Inc.
Consulting Engineers
Springdale, Arkansas

Proposed Project Schedule







STAFF REVIEW FORM

X AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council meeting of
FROM:

07-02-02

Ray M. Boudreaux

Airport

Aviation & Economic Development

Name

Division

Department

ACTION REQUIRED:

Approval of Contract with Arkansas Aviation Technology Center to continue their lease at the Fayetteville Municipal Airport.

COST TO CITY:

\$4,500

Cost of this Request

\$ 77,000 (Revenue)

Category/Project Budget

Rent

Category/Project Name

5550.0955.4450.00

Account Number

37,800

Funds Used to Date

Airport revenue

Program Name

N/A

Project Number

39,200

Remaining Balance

Airport

Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Steph Davis 6-17-02
Budget Manager (See doc)

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Masha Fathiny
Accounting Manager

6/17/02
Date

Dancy Smith
Internal Auditor

6/17/02
Date

D.P. White
City Attorney

6/17/02
Date

ADA Coordinator

Date

P. Vice
Purchasing Officer

6/17/02
Date

STAFF RECOMMENDATION:

Approval of lease & signature of Mayor

Division Head

Date

D. Boudreaux June 14, 2002
Department Director

Administrative Services Director

Date

Dan Coody
Mayor

6/18/02
Date

Cross Reference

New Item:

Yes

No

Prev Ord/Res #:

18-99

Orig Contract Date:

02/02/1999

Orig Contract Number:

STAFF REVIEW FORM
Page 2

Description: AATC Lease Contract

Comments:

Budget Coordinator:

The "cost to city" of \$4,500 I understood after
reading the lease. Will City Council understand
that we are collecting \$22,500 on the last
6 months of 2002?
Why is a budget adjustment needed?

Accounting Manager:

Reference Comments:

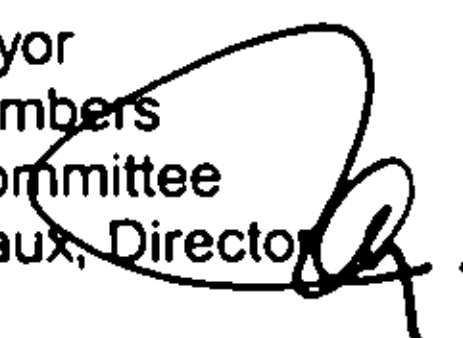
City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

MEMORANDUM

TO: Dan Coody, Mayor
City Council Members
THRU: Staff Review Committee
FROM: Ray M. Boudreaux, Director 
DATE: June 14, 2002
SUBJECT: Lease contract renewal/Arkansas Aviation Technology Center

Background: Attached please find new lease contract effective July 1, 2002 between the City and Arkansas Aviation Technology Center. The lease is good for two years with renewal options. The lease amount is \$750 per month less than the current lease due to need to spend resources on an accreditation program. The 30 day kick out clause has been eliminated. The airport board recommends approval.

Purpose: To approve the contract with AATC for continuation of their lease of their hangar.

Budget Considerations: Revenue decrease by \$9,000 annually.

Requested Action: Approval by the City Council and signature by the Mayor.

Attachments: Staff Review Form
Lease contract

Aviation and Economic Development Department
Fayetteville Municipal Airport, Drake Field
4500 South School Avenue, Suite F
Fayetteville, Arkansas 72701
Ray M. Boudreaux, Director

EXECUTIVE HANGAR LEASE AGREEMENT

This LEASE AGREEMENT made this ____ day of _____, 2002, between the City of Fayetteville, Arkansas, hereinafter called "the City", and Northwest Arkansas Aviation Technologies Center of 4248 S. School, Fayetteville, Arkansas 72701, hereinafter called "AATC".

WHEREAS, the City is the owner of an airport known as the Fayetteville Municipal Airport (Drake Field), herein referred to as the "Airport"; and

WHEREAS, the City is the owner of a facility at the Airport; and

WHEREAS, AATC desires to lease this facility.

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, hereby agree as follows:

1. The City leases to AATC, and AATC leases from the City, the facility located at 4248 South School Avenue, Fayetteville, Arkansas 72701 as reflected on Exhibit "A" attached hereto and made a part hereof.

2. AATC is granted the use, without charge, in common with others similarly authorized, of the Airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the Airport from time to time including, but not limited to, the landing field and any extensions hereof or additions thereto, roadways, not less than one hundred (100) auto parking spaces, runways, ramps (including noise barriers), aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.

3. AATC shall have at all times the full and free right in ingress to and egress from the demised premises and facilities referred to herein for AATC, its employees, students, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to AATC.

4. Subject to earlier termination as hereinafter provided, the initial term of the Lease Agreement shall be for a period of two (2) years commencing on the 1st day of July, 2002 (the effective date hereinafter referred to as the "Commencement Date") and ending on the 30th day of June, 2004. The City further agrees to extend this Agreement for three additional five (5) year terms.

The parties agree that the rental to be effective as of the commencement of the first renewal term shall be \$4,500.00 per month, or as negotiated by the parties for each of the subsequent renewal terms shall be equal to the rate as adjusted by the CPI Index, as defined to mean the monthly index published by the United States Department of Labor, Bureau of Labor Statistics. Consumer Price Index for all Urban Customers (CPI-U) Dallas-Fort Worth, Texas - All Items (1982-1984=100). Index utilized shall be at that most recently published prior to the renewal date by the formula at Attachment #1.

5. AATC agrees to pay the City for the use of the demised premises, facilities, rights, and privileges granted hereunder the sum of \$3,750.00 per month during the initial Lease term. The initial Lease payment is due and payable in advance upon the Commencement Date and all subsequent monthly Lease payments shall be due and payable in advance on or before the first (1st) day of each calendar month thereafter.

6. The City shall maintain and keep in good repair so much of the Airport premises as is not under the exclusive control of AATC.

AATC shall be responsible for the lawn care and the appearance of outside grounds of the facility.

7. AATC shall provide for and supply at its expense all janitor service with respect to the demised premises, and shall pay for all utilities serving the demised premises.

8. AATC agrees to observe and obey the City's Ordinances and Regulations with respect to use of the demised premises and Airport; provided, however, such rules and regulations shall be consistent with safety and with all local, city, county, and state rules and regulations, including all current fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport. AATC shall be subject to the Airport's "Minimum Standards for Commercial Aeronautical Activities at Drake Field" which are incorporated herein by reference thereto and made a part hereof as if set out word for word. The City warrants and covenants unto AATC that no hazardous or any other substances, as defined in 40 CFR 302, exist on the demised premises which are restricted, prohibited or penalized by an "Environmental Law", which term shall mean any federal, state or local law, regulation or ordinance relating to pollution or protection of the environment. If any testing or study discloses the existence of an hazardous substances on the demised premises that are determined to have been present on the demised premises prior to the execution of this Lease, it shall be the City's responsibility to timely arrange and pay for any costs associated with environmental testing and /or studies, remedial action, cleaning up or removing the hazardous substances to a proper disposal site in accordance with all applicable laws and the governmental agency having jurisdiction thereof.

9. The City authorizes AATC to use the premises for the implementation and conducting of an Aviation Maintenance Technology Program, including but not limited to, the provision of such

training and educational components as are required for an airframe and power plant certification by the Federal Aviation Administration under FAR 147. Subject to the prior written approval of the City, which shall not be unreasonably withheld; AATC shall also have the right to use the demised premises for other purposes ancillary or related to AATC's operations. Aircraft, aircraft components and sub-components, vehicles, equipment, materials and or supplies necessary to the training program may be stored on the demised premises. AATC further agrees to store flammable material only in approved containers, and not to violate the provisions of the City's standard commercially available property damage insurance policy. Any such violations shall constitute a material breach of this agreement.

10. If the demised premises are partially damaged by fire or other casualty which is not due to the negligence or fault of AATC, said premises shall be repaired with due diligence by the City at the City's expense. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, the City may reconstruct the hangar at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or either the City or AATC may at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above.

11. The City shall procure and maintain in force during the term of this Agreement fire and extended coverage on the facility in an amount equivalent to the replacement cost thereof. AATC shall be required to insure any contents within the facility.

During the term of this agreement AATC shall at all times maintain general public liability insurance in the amount of \$1,000,000.00. AATC shall file with the City's Airport Manager Certificates of Insurance evidencing the insurance coverage required hereby.

12. AATC agrees to indemnify the City against any liability for injuries to persons or damage to property caused by AATC's gross negligent use or occupancy of the leased premises; provided, however, that AATC shall not be liable for any injury, damage or loss occasioned by the negligence of the City or its agents or employees, and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

13. Improvements: The City shall bear the cost of maintenance of the basic building structure area including, but not limited to: (i) floors, walls, ceiling and roof; (ii) sprinkler system; (iii) all plumbing and fittings thereto; (iv) primary electrical circuits; (v) heating, ventilation and air conditioning (HVAC); (vi) maintenance of existing paved ramp and parking lots; and (vii) existing perimeter fences. AATC shall bear the cost of all improvements or additions made to the interior of the building for new classrooms and /or labs. No improvements or additions to any part of the leased premises shall be made by Lessee without the prior written approval of the Airport Manager. Any signs to be erected on or attached to the leased premises must have the prior written approval of the Airport Manager and conform to all City ordinances.

14. Maintenance: The City shall be responsible only for major maintenance of the existing equipment, i.e. replacement of heating unit and other equipment installed by the City which

includes roof, exterior walls and exterior plumbing, HVAC, existing paved ramp, and paved parking lots. The City agrees that if the roof or any part of the exterior walls or exterior plumbing of said building thereof shall become defective or damaged at any time during the term due to ordinary wear and tear and not due to negligence of the AATC, or AATC's agents or invitees, upon notice from AATC, the City will immediately cause repairs to be made and restore the defective portions to good condition. Routine maintenance of the garage aircraft doors shall remain the responsibility of the City.

15. If AATC fails to make any payment due hereunder within thirty (30) days of the date on which such payment is due, The City may, at its option, terminate this Agreement and take possession of so much of AATC's personal property as is reasonably necessary to secure payment of the amount due and unpaid. The City shall also have the right to terminate this Agreement in the event Lessee breaches any other terms of this Agreement: provided, however, no breach shall be deemed to exist unless AATC fails to cure said breach within thirty (30) days after receipt of written notice thereof. As to curing of a breach (other than the payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if AATC shall, within the time stipulated, commence such curing and diligently pursue same, then the above time period shall be extended to allow AATC reasonable opportunity to complete said cure.

16. On the expiration or other termination of this Lease, AATC's right to use the demised premises shall cease, and AATC shall vacate the premises without unreasonable delay. All permanent interior structures installed, erected, or placed by AATC in, on, or about the premises leased hereunder shall remain the property of the City.

17. The City may enter the premises leased to AATC at any reasonable time for any

purpose necessary or incidental to the performance of its obligation.

18. AATC shall maintain the demised premises in a clean and orderly fashion at all times.

19. AATC shall not start or operate aircraft engines within the facility leased hereby and shall not allow such operations by any other person.

20. AATC shall not at any time assign this lease or sublet the demised premises without the prior written consent of the City.

21. Any notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address:

LESSOR: Airport Administration Office
4500 S. School, Suite F
Fayetteville, Arkansas 72701
PH: 479-718-7642

LESSEE: Executive Director
Arkansas Aviation Technologies Center
4248 S. School Avenue
Fayetteville, Arkansas 72701
PH: 479-443-2283

23. This Agreement shall be construed under the laws of the State of Arkansas.

24. All the covenants, conditions, and provisions under this agreement shall extend to

and bind the legal representatives, successors, and assigns of the respective parties
hereof.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first
above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Dan Coody, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

ARKANSAS AVIATION TECHNOLOGIES CENTER:

By: _____
Name
Title: EXECUTIVE DIRECTOR

ATTEST:

By: Michael D. Kratchmer
Title: DIRECTOR OF EDUCATION, AATC

LEASE ATTACHMENT NUMBER ONE

Rent adjustments shall be made as of the commencement of each of the Dates Upon Which Rent Increases Apply and shall be determined by the following formula:

Rent as last so increased under this Lease

multiplied by:

$$1 + \frac{\text{Current Index} - \text{Base Index}}{\text{Base Index}}$$

plus:

one percent (1%) of the Rent as last so increased under this Lease

Where, "Current Index" shall be the CPI (*D-1 Consumer Price Index-All City Average, "all items groups, subgroups and special groups, "published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor*) for the month immediately prior to the applicable Dates Upon which Rent Increases Apply, and Base Index shall be the CPI for the month immediately prior to the Commencement Date or the most recent Dates Upon Which Rent Increases Apply, whichever is applicable. In no event, however, shall the Rent for any period be less than the Rent as last so increased under this Lease. In the event that such CPI is no longer published or otherwise available, the adjustment provided for herein shall be by the successor (or the most nearly comparable successor index) thereto, adjusted as appropriate to the applicable dates.



AIRPORT

COPY

No. AP3387911-03

Tuesday, Jun 12, 2001

CONFIRMATION OF COVERAGE

Per your instructions and based on the information you provided, Aon Risk Services, Inc. of Kansas has effected insurance as follows:

INSURED'S NAME AND ADDRESS:

Northwest Arkansas Aviation Technologies
dba Arkansas Aviation Technologies Center
4248 S. School Avenue
Fayetteville, AR, USA, 72701

TERM:

Effective Date : May 27, 2001
Expiration Date: May 27, 2002

INSURANCE HAS BEEN RENEWED
UNTIL MAY 27, 2003 - A/W
CONFIRMATION LETTER

COVERAGE OR NATURE OF INSURANCE:

Airport Liability

COVERAGE INFORMATION:

As of Date: Jun 12, 2001

By Mif AATC

Coverage / Variation	Value
Line of Business :	Airport Liability
Deductible or Self Insured Retention	None
Limits & Deductibles	
CSL or Split Limits?	CSL
Combined Single Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Payments - each Person	\$1,000
Ground Hangarkeepers Liability - each aircraft	Not Covered
Ground Hangarkeepers Liability - each occur	Not Covered

PREMIUM:

\$2,250.00

CONTRACT OF INSURANCE TO BE ISSUED:

Insurance described herein has been effected, against which a Contract of Insurance will be issued and in the event of any inconsistency, the terms, conditions and provisions of the Contract of Insurance to be issued will prevail. This Confirmation of Coverage will be terminated as of its effective date by the issuance of the Contract of Insurance and the premium and charges shown herein shall be credited thereto.

ORDINANCE NO. _____

AN ORDINANCE APPROVING VA02-1.00 TO VACATE AND ABANDON A 20' WIDE ALLEY LOCATED BEHIND LOTS 8-9 AND 10-11 IN BLOCK 5 OF ROCHIER HEIGHTS SUBDIVISION, CITY OF FAYETTEVILLE, ARKANSAS AS SHOWN ON THE ATTACHED MAP.

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes, and

WHEREAS, the City Council has determined that the following described right-of-way is not required for corporate purposes.

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

Section 1. That the City of Fayetteville, Arkansas hereby vacates and abandons all of its rights together with the rights of the public generally, in and to the following described right-of-way:

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

Section 2. That a copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3. Approval of the requested alley vacation shall be subject to any additional development on lots 10 and 11 Block 5 and lots 8 through 12 Block 4 of Rochier Heights Subdivision which are adjacent to undeveloped right-of-way being approved through the large scale development process.

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

DRAFT

By _____
Dan Coody, Mayor

ATTEST:

DRAFT

By _____
Heather Woodruff, City Clerk

EXHIBIT "A"

THE PLATTED ALLEYWAY BETWEEN LOTS 8-9 AND 10-11 IN BLOCK 5 OF PREVIOUS
PLATTED ROCHIER HEIGHTS IN THE NE $\frac{1}{4}$, NE $\frac{1}{4}$ OF SECTION 20, T-16-N, R-30-W, IN
WASHINGTON COUNTY, ARKANSAS.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of July 2, 2002.

FROM: Tim Conklin Planning Urban Development
Name Division Department

ACTION REQUESTED: To approve an ordinance for RZN 02-15.00 as submitted by Dave Jorgensen on behalf of Larry Garriott for property located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential.

COST TO CITY:

\$0
Cost of this request Category/Project Budget Category/Project Name

Account Number Funds used to date Program Name

Project Number Remaining balance Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached

Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

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

STAFF RECOMMENDATION: Staff recommended approval and on June 10, 2002 the Planning Commission voted 6-2-0 to recommend the rezoning be approved by the City Council.

Division Head
Department Director

6-14-02
Date
6-17-02
Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

Administrative Services Director
Mayor

Date
6/18/02
Date

New Business
Consent

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 02-15.00 FOR A PARCEL
CONTAINING APPROXIMATELY 57.82 ACRES LOCATED NORTH OF
PERSIMMON STREET AND WEST OF 46TH STREET, FAYETTEVILLE,
ARKANSAS, AS SUBMITTED BY DAVE JORGENSEN OF JORGENSEN &
ASSOCIATES ON BEHALF OF THE PROPERTY OWNERS.

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

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

From A-1, Agricultural to R-1, Low Density Residential as shown 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 subject to a Bill of Assurance as offered by the applicant.

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

DRAFT

By: _____
Heather Woodruff, City Clerk

EXHIBIT "A"

PART OF THE SE ¼ OF THE SE ¼ OF SECTION 11 AND PART OF THE SW ¼ OF THE SW ¼ OF SECTION 12, ALL IN T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID SW 1/4 , SW ¼ THENCE N02°27'45"E 35.00 FEET TO THE P.O.B., THENCE N02°27'45"E 622.88 FEET, THENCE N87°29'18"W 1322.92 FEET, THENCE N02°12'00"E 660.10 FEET, THENCE S87°31'55"E 1324.03 FEET, THENCE S87°10'44"E 1278.69 FEET, THENCE S02°16'32"W 1286.49 FEET, THENCE N87°04'03"W 1280.99 FEET TO THE P.O.B.; CONTAINING 57.82 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

RZN 02-15.00: Rezoning (Garriott, pp 437/438) was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Larry Garriott for property owned by John & Louise Sager, Paul & Bernice Guisinger, RD & Kay Kight, Jean Ann Jones, James Guisinger, and Peggy Jones and located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential.

Hoffman: I had intended at the beginning of the meeting to let you know, and I didn't, that item 10 which is just an administrative item submitted by the City of Fayetteville for an alteration to the Master Street Plan has been withdrawn. Was anybody here that wanted to address the Commission on this item, item 10? If anybody wants to say something about it they are welcome to. Seeing nobody, we are going to go ahead then to item 11 which is RZN 02-15.00 which was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Larry Garriott for property owned by John and Louise Sager, Paul & Bernice Guisinger, RD & Kay Kight, Jean Ann Jones, James Guisinger, and Peggy Jones and located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential. Tim, would you like to give us the benefit of staff's comments before we take the presentation from the applicant?

Conklin: Staff is recommending approval. The property is currently zoned A-1, the General Plan 2020 does show this as residential on the land use plan. R-1 zoning allows 40 units per acre. Single family homes are a use by right. It does allow conditional uses for duplexes. Back in 1998 the same request was made to the Planning Commission. The Planning Commission, by a vote of 4-4-0, failed to approve the rezoning. That was appealed to the City Council and the City Council denied the appeal on May 5, 1998. Thank you.

Hoffman: Is the applicant here? Would you like to make a presentation or just answer questions?

Jorgensen: My name is Dave Jorgensen and I am representing the owner, Larry Garriott on this project. As you noted, our request is to rezone from A-1 to R-1. When I took this job I didn't think that was too far fetched. However, as I got into it I found out that back in 1998 the Planning Commission did tie the vote 4-4 and basically the bottom line was that the request was turned down. In light of this, we did go out there and make a true investigation to find out what we're getting into and determine how many lots we could really put on this property because reading in the newspaper, and as you well know, we are allowed four lots per acre with

the request of R-1, which would put us up there to around 240 lots. The paper mentioned something like 232 lots, which if I lived out in that area, that would pretty well blow my mind too. I would say "Good grief! That is kind of ridiculous!" We did do a layout on the project to find out what we really could put out there and if you don't mind, I will hand out a real quick layout, just to let you know, so you'll have something to look at.

Hoffman: Make sure Renee gets one to put in the record please. Could you explain this please?

Jorgensen: This property, I'm sure you've all looked at your packet. It is located at the northwest corner of Persimmon and 46th Street, just west of 46th, north of Persimmon, a ¼ mile stretch each direction. As you can see, we have proposed two entrances off of 46th Street and one entrance off of Persimmon Street. The lot layout in there is kind of a natural one in that we have got a 40 acre parcel and then we have got a 20 to the west. Everything drains in a southwesterly direction. In the southwest corner of that 40 acre parcel we've got a large area that is set aside for a detention pond and then in the southwest area of the 20 acres that is to the west is the floodplain and Owl Creek that goes through there. Drainage basically goes in a west, southwesterly direction so we've got two areas set aside for detention ponds. You can also notice that there is a maximum amount of 158 lots laid out in this thing. This is all we could get in here. I take that back, we could put in more if we went with smaller lots. Lot size dimensions are not on this right here but they range anywhere from 75' to 90' wide on the corners, 110' on the corners possibly, by 135' deep. This comes to about 2.6 lots per acre. Naturally that is well under the four lots per acre that is allowed. This puts us right around .39 acres per lot, which when you compare that with what we could put in, we could put in smaller sized lots if we ended up getting it rezoned to R-1, which is a stretch. Being that there is so much opposition to an R-1 zoning, the owner would like to offer a Bill of Assurance to help move this thing along. Should it get approved, we would like to get it approved subject to this Bill of Assurance. The minimum square footage on the houses is 1,800 sq.ft., which is what they propose, a two car garage, 80% brick houses, fully sodded yards, 7 ½ pitch on the roof with architectural shingles. We would have to also agree to a privacy fence along Persimmon Street and 46th Street. Because of the traffic that I'm talking about, the type of fence is something more than your standard board fence, shadow box fence, whatever you want to call it. I am talking about precast concrete panels with brick columns or something like that. The one, and probably the most important item, is the 158 lots maximum. To tell you the truth, we don't even know if we can get 158 lots because we still have to go through our drainage calculations to make sure that we can put the detention ponds

in the areas set aside for this. As you can imagine, that is a fairly complex little process that we have to go through should we get it rezoned. That is going to be one of the next things we do is determine how large our detention area is set aside for these detention ponds. Taking that all into account, we would like to point out that \$80 or \$85 a foot times 1,800 sq.ft., we are talking about \$170,000 houses on up to \$225,000 or something like that. We believe that it is going to be a nice area. I have met with Mr. Jowers, being that he does have a lot of the property that surrounds this to the south and to the east, he wouldn't commit whether he thought this was a good idea or not, but at least it is getting a little bit better than what it was before. I also met with Paul Marinoni on this and he was non-committal on it also. Basically, we feel like we've got a good plan here. I know that there has been discussion of drainage. Like I said, all the drainage goes in a west, southwest direction. We do have to limit our post development flow to nothing more than what the predevelopment is and that is the reason for the two detention ponds that are set aside for this right here. If it is approved, we do have to present this layout, as you all know, to the Parks Department to find out if they would like a park in this area or if they would like money in lieu for the Youth Center, which is a strong possibility so we have still got to go through that. Then we will naturally have to bring the Preliminary Plat through the process as we normally do. I also noticed that in the traffic study that Persimmon and 46th Street were designed, I'm referring to page 4 of the staff report, that these two are designed as collector streets and will accommodate 4,000 to 6,000 vehicles per day. They further go on to state that this should adequately accommodate the potential 2,300 trips that a 232 lot subdivision would generate. Like I said, we are going to have quite a bit less than that. That, combined with the fact that on the next page, the Wedington Hwy. 16 is designed for between 17,000 and 20,000 vehicles per day, it states that the additional traffic will not exceed the design capacities for this arterial street. I am sure that residents out there would beg to differ on this and at certain times of the day, there is no doubt in my mind that that could be somewhat tough getting out there on Wedington. I would be glad to answer any questions if you all have any. Thank you.

Hoffman: Thank you Dave. At this time I will go ahead and take public comment. Who in the audience would like to address us on this rezoning? If you would come forward and say your name and give us the benefit of your ideas please.

PUBLIC COMMENT:

Adams: My name is Gary Adams and I live at 760 N. 46th Street. Comment number one, two years ago we went through this same process and the

City Council postponed approving it because there was no infrastructure at that time to support what was being suggested and there has been no change in that infrastructure. I am just kind of wondering why we're doing this again without any upgrading in what is out there. Number two, each morning when I go to work it usually takes me somewhere between one and five minutes to get on Hwy. 16 as it is now. When you add how many ever people are going to be coming up that street trying to get on Hwy. 16 it is going to be almost impossible. Number three, in the last three weeks there have been three wrecks within a half a mile of that intersection. It is because people are pulling out onto Hwy. 16, which is a four lane highway to about 2/10 of a mile until you get to 46th Street it becomes a two lane highway instead of four lane and people fly through there, they don't pay attention, and without in my opinion, making it four lane out to Double Springs, it is going to be a terrific traffic bottleneck trying to get in and out of there if you make any additional housing developments out in that area. They have done that over the last five or ten years and we are just really kind of full of housing divisions out there. I would appreciate you voting against this proposal. Thank you.

Hoffman: Thank you Mr. Adams. Who else would like to come and talk to us about this?

Luttrell: I am Oie Luttrell at 4480 Luttrell Lane and to add to maybe what Mr. Adams has mentioned, and Dave Jorgensen, I think I was blown away when I read the paper and it said there is no opposition and no one knew about it and of course I didn't know about it. Such a development as what was listed in the paper was frightening because of the conditions that have already been mentioned to you. Certainly I think we realize that the owners should be allowed to develop this and our concern would be that the property would be comparable and I think all of you can identify with that kind of situation. Most of us out there have invested a little bit more into our property. The smallest house out there that adjoins this is 2,600 sq.ft. of living and heated space plus a double car garage and a good size lot area there with it. These are maybe a little older. The one I mentioned was built in 1969, but they are in good repair and there is still a lot of pride in the neighborhood and we, as a neighborhood just like anyone else, want to go ahead and preserve what we have. Understanding that there is going to be development and certainly the traffic is a problem and it will be more of a problem, and we understand that too I think; but certainly you can see our desires of the safety and concerns that happen with this. Certainly, it was heart warming to hear Mr. Jorgensen mention that at least they were looking back to some larger sized lots because again, that is smaller numbers of homes and the opportunity to have bigger homes which means again that maybe you won't have as much rental and other traffic and

things like that that are generated that way. I wanted to share one quick situation that I did a few years ago and that was I built that house that I mentioned, the 2,600 sq.ft. house adjacent to the Guisinger property back in the spring of 1969. Mr. Guisinger came out and visited with me when I was a young 28 year old building that house. He was concerned what was going to happen there, just as we are here today. His concern was that he owned the property there, the near sixty acres and there was an old house, the bottom line was he was concerned and I understood that as a young man and built that house as a pretty good size house and a nice home and it has withstood the years. I know that he had plans of course that didn't come through. He had a home on there that he wanted to repair and move there and maybe retire when it came about and it did not come through for him. Consequently, the old house even had to be torn down. There are concerns and that is what we're voicing to you, concerns as neighbors and concerns that again, this is something that is going on in our neighborhood and we would ask that you use good judgment and try to remember us as you would remember yourselves in a situation like that. Thank you so much.

Hoffman: Thank you Mr. Luttrell. Is there anybody else?

Cash: Good evening, my name is Arlene Cash. I am at 788 N. 46th Avenue. I have lived there for about one year. I moved to 46th Avenue from the Hyland Park area looking for a community where there was proven concern over the safety of children. I came to my home with a five year old, a nine year old, and a twelve year old. There are several families within five houses of ours where there are young children and young families who have moved here for the express purpose of looking at a community that is of the size and nature that will allow children to cross the street in relative safety. I say relative because of this... we have found cars going up and down that street at 40 or 50 miles per hour going up to Hwy. 16. We have seen tremendous increase of traffic. I have only lived there for a year but there must be some community from where they are coming to get to Hwy. 16 up past the lot that is being discussed today. So many cars in fact that this morning I just sat there and counted and I did wait seven minutes, this morning on a summer morning, to get out onto Hwy. 16 because the traffic coming through at 8:15 this morning. I think about school busses coming down that way. I think about children scurrying across the streets, I worry tremendously about the number of cars that are coming up there, but most importantly when we were looking for a community to live in, we looked at the reports of 1998 and we saw the concern this group gave to having the appropriate infrastructure in place before putting families in homes at that level and that density in that area and I just never would've thought that those concerns would be

overlooked. In fact, I don't believe they will be overlooked now. I encourage you to look back at why it was not approved in the past, to think about the infrastructure necessary to support that, to understand that young families have moved there in the last three years because of the kind of community that is there and because of the lack of traffic and danger that we feel for our children and ourselves. I thank you for your consideration and really encourage you once again to go there, look at that community, watch the traffic, there is nothing like being there and look at the kids that are crossing those streets and think about the danger that might put them in with the situation. Thank you.

Hoffman: Thank you Ms. Cash.

Goff: I am Miller Goff. I have lived in that area for several years now. A lot of things you hear creeping this, and creeping that, and sometimes you don't notice what is creeping up on you. It wasn't this group but another group facing me up there that decided to buy some land in this neighborhood, less than a mile, well in fact, part of the property would be across a street corner connecting southwest and northeast of land that the City already owns for the purpose of building a waste water treatment plant. The road, 46th Street, have you been out there? Did you notice the lack of shoulders on 46th Street? You've only got one street to access on as is planned on at the present time, it is 46th Street. You've got two on 46th Street and one on Persimmon Street, but that is all saying the same thing, 46th Street. If it is possible there needs to be another way to let the people get in and out while we wait on that traffic light that has to happen. With the event of the sewer plant, we are going to get a lot of heavy trucks I am imagining. The street won't take that kind of treatment that is there. Something needs to be done now or else all of what my neighbors have just told you are going to get worse instead of better real quick. I want to compliment Mr. Jorgensen and Mr. Garriott for being somewhat more reasonable than other people have been when property in that neighborhood has developed. I believe that there may not be a vehicle for this suggestion, but I would certainly think that there are people in the neighborhood who would be willing to work with them as a committee on finalizing their plans that would solve the problems, or at least help solve the problem, make them less offensive to the neighbors who live there, if it could be worked out where those people could all work together and then come back and present to you a plan that perhaps has a better chance of being implemented without so much noise. Does that make sense Mr. Jorgensen?

Jorgensen: I hear you, it makes sense.

Goff: I believe it is possible that a street could be, another entrance back to Hwy. 16 could happen. I don't know that that is right but the way that the property lays there there is some more property to be developed who knows when that is going to need some access other than there on Hwy. 16. I think a little longer range planning might be beneficial to everybody concerned and this might could be done without as many shouting matches as there is likely to be if it goes on the way it is right now. Thank you very much.

Hoffman: Thank you Mr. Goff.

Shirley: My name is Greg Shirley. I live at 718 N. 46th Avenue and there is not a lot that I can add to that. Everything that has been said so far I agree with. I notice that some of the subdivisions such as this that have been built on Hwy. 16 so far tend to empty directly onto Hwy. 16. In this case it would empty directly through our neighborhood basically. Mr. Jowers called me to ask me to come to this meeting and I do know that he is concerned about it as well as the rest of us and I appreciate you all thinking real carefully for us about it. Thank you.

Hoffman: Thank you.

Calico: My name is Clifford Calico and I live at 5180 Persimmon, which just north of us, the property just comes back on the north of our property. Of course it has been stated before, we went through this in 1998, four years ago or whatever, and at that time, we haven't seen the proposed plot as to what is proposed behind our property, but previously they had planned to put a park or something of that nature. In any case, that is neither here nor there. We are retired, we don't have to fight that traffic at 8:00 every morning but on occasion we do have to go out on Hwy. 16 for one reason or another at 8:00 in the morning and it is dangerous to get out on Hwy. 16. It is just as tough to get back on Hwy. 16 because you have to cross the traffic that is coming into town. We don't need anymore congestion than what we've got out there. Now we know that that property sometime is going to sell. The owners have a right to sell it and it is going to sell sometime but we would like to see it developed in such a way that there is a minimum of congestion and better access to it. You said something about maybe there is going to be two accesses to it, one off Persimmon, we haven't seen any of this and don't know what that is but in any case, I just wanted to ask you to vote against this until the infrastructure has been brought up to a level to where we alleviate some of this traffic congestion. You just can't believe how tough it is. I guess we get a lot of traffic that comes in off that 648 through Farmington through there that comes up on 46th. Out in front of our house we don't get quite as much of that as the

folks that live on 46th but it is just a continuous stream of traffic in and out of there. We would just ask that you vote against this as is proposed now until the infrastructure is improved. Thank you very much.

Hoffman: Thank you Mr. Calico. Is there anybody else that would like to address us on this rezoning? Once I close public comment you won't have a chance to come back up here so if anybody else would like to speak. Once I close public comment that's it, we'll just be having discussion between the applicant and the Commission so I just wanted to make sure if anybody else would like to speak now is the time. Ok, seeing no one else, I will close public comment. Dave?

Jorgensen: I meant to mention that 46th Street and Persimmon will have to be improved in accordance with city regulations. We are talking curb and gutter and widening, whatever is required by the City and storm drainage. I agree, that right there would be kind of tough to accommodate all of the traffic without the widening and that kind of stuff right there so I just wanted to point that out that that is something that will have to be done.

Hoffman: Thanks Dave, Commissioners?

Bunch: Tim, could you tell us what designation Persimmon has on the Master Street Plan and also if there are any additional plans on Persimmon and 54th and 46th associated with the Waste Water Treatment Plant project?

Conklin: The Waste Water Treatment Plant has not been brought forward to the Planning Commission at this time. It will in the near future. I don't have that information this evening. With regard to the designation, Persimmon is designated as a collector, 46th is designated as a collector. You may recall with the Boys and Girls Club, right of way was dedicated as part of that plat and Persimmon was actually built as part of Lindsey's project off of Shiloh Road, that part of Persimmon so it is on the Master Street Plan to be built.

Bunch: So we don't know yet what the plans are for 54th and 46th associated with the trucking from the Waste Water Treatment Plant?

Conklin: That has not been brought through the planning process at this time.

Bunch: At one time I think there was some mention of a southern route.

Conklin: I am not going to guess on that because I have not sat down with engineers and the Public Works Director and we have not brought that through and it

would just be a guess at this time to make any statements with regard to how they are going to access that facility.

Bunch: Thank you.

Ward: Tim, on the findings of fact by the staff, could you kind of go over that as far as the findings on rezoning, findings of traffic, and so on?

Conklin: Sure. This area that we are looking at potentially rezoning, there was a large annexation that went out to Double Springs Road in 1982 so this area was brought into the city about 20 years ago. Since then, we've seen development occur on both sides of Wedington Drive. We have seen developments are zoned R-1, R-1.5, R-2, typically your single family home development zoned R-1, minimum lot width is 70', 8,000 sq.ft. With regard to the findings that we looked at, this is an area that the City of Fayetteville cost shared to improve Wedington Drive. 1.8 million dollars was our cost share for that. We are spending another million dollars to help with the Boys and Girls Club. This is an area that is being urbanized. R-1 zoning is your typical zoning designation that you see for single-family homes. It is an urban type residential neighborhood that you get. We have recently seen other development on this side of town. Bridgeport, the final plats have recently been approved off of Mount Comfort Road off of 51st Street we have seen a couple more annexations and R-1 development occurring. It is consistent with our land use plan with regard to residential and the urban type of development that we're looking for.

Ward: What about the traffic?

Conklin: With regard to traffic, we did classify our streets as part of the Master Street Plan update back in 1995, this street is shown as a collector street. It is not currently built to those standards but onsite and offsite improvements would be addressed at the time of development. The traffic with a collector is 4,000 to 6,000 vehicles per day. This is something that we do look at and address. It is not designed to be a four lane street, it is designed to be a two lane street, it is a 36' street that allows turn lanes at intersections and allows parking on both sides.

Ward: Ok, thanks.

Hoffman: I have a couple of questions Tim. Could you tell me which elementary school will serve this development?

Conklin: Asbell elementary. The school district boundaries are somewhat odd I say that because south of Persimmon it is Jefferson school district. Just as a point of some information that I can give you tonight.

Hoffman: It is Asbell then?

Conklin: I believe it is Ramey Junior High.

Hoffman: Where is the nearest fire station?

Conklin: The nearest fire station would be Eagle Street.

Hoover: I just want to make a comment. At subdivision, because we didn't know there was any opposition, we didn't ask for the developer to meet with the neighbors and I am a little concerned that since we do have some opposition, it sounds rather friendly like this is certainly going in a better direction than it was a couple of years ago but I am hesitant to vote for this until they do have some communication. I think it is probably not possibly as bad as what they think it might be but I don't know how other Commissioners feel about that. I hate for it to end up being appealed to the Council again and going through that whole process.

Hoffman: Have the neighbors seen this plat or no?

Jorgensen: No.

Conklin: Just a point of clarification, this is a rezoning and it did not go through the Technical Plat, Subdivision Committee process. We do encourage applicants to meet with the neighborhood associations. We do encourage them to register with our Community Affairs office because there is no way for us to know if they are not registered to get that information out to the developers. We are trying to make progress in bringing together the applicants and the neighborhood associations. I encourage any of the neighbors out there that have a neighborhood association to get with Maureen Hoover and we will give you updates to our Planning process.

Hoffman: I want to remind the applicant that we have eight Commissioners here tonight and a rezoning requires five positive votes so after you hear the discussion it is your call if you would like for us to table it or not.

Motion:

Estes: This of course is a rezoning request. Each of the issues which have been so well articulated through public comment will be considered and action

will be taken when we look at the Preliminary Plat and the Large Scale Development. I certainly agree with each of the individuals that have come forward and provided us with public comment. I share your concerns. The fact is that we participate in a free market economy. I would not want to participate in any other economy. Because we do, private development always precedes the need for public infrastructure and that is exactly what we're dealing with here. We must focus on the fact that this is a rezoning request. The material that we have from staff and the specific findings of fact which we must make in accordance with the Unified Development Ordinance tell us that this property is consistent with the 2020 plan, that the site has access to collectors and principal arterials, and that the proposed rezoning is justified in that it keeps with the future land use plan. We are told that the proposed zoning will increase traffic but should not appreciably increase traffic danger or congestion. I understand that that is a subjective finding in that the great majority of you who have offered public comment disagree with that. We are told that the proposed zoning will increase population density but should not undesirably increase the load on public services. Again, I understand that this is a subjective finding and that the great majority of you who have offered public comment disagree with that. We are told that it is impractical to use this land for any other purpose than is presented or permitted under its existing zoning classifications. It is for these reasons that I am going to do the same that I did in April of 1998 when we heard this once before, and that is move for approval of RZN 02-15.00.

Hoffman: I have a motion by Commissioner Estes.

Ward: I will second.

Hoffman: I have a second by Commissioner Ward.

Conklin: Is that subject to the Bill of Assurance offered by the applicant?

Estes: Yes.

Ward: I think that since this has had trouble in the past I think it is pretty unique that we do have a Bill of Assurance already on the table that kind of delineates a lot of the problems that were before and that there are going to be larger lots, a lot less density than what was proposed earlier. With that, I am definitely going to be for this R-1 zoning on this particular piece of property.

Hoffman: Is there anyone else?

Bunch: Since typically the City Council has been taking three readings on the rezonings, this will give adequate time for public comment and also for the neighbors to get in contact with the developer and with the developer's engineer. To expedite the process and to insure that the neighbors and the developers will have an opportunity to talk, I will also be supporting this recommendation to the City Council for the rezoning.

Shackelford: Obviously I will be in support of it for the reasons already stated. I would like to address however, the applicant and encourage them to get involved with the neighbors who have voiced these concerns. These concerns will come before us again in Preliminary Plat or Large Scale Development and it would be a lot better if we are all on the same page and have addressed those prior to that point. Thank you.

Hoffman: I will weigh in. I am concerned about the determination of the increase in traffic congestion and associated danger with that. The fact that Wedington is not four lane to this point is my concern. I do travel that area. I can not support the rezoning request at this time but I do want to say that I think that Mr. Jorgensen is certainly headed in the right direction and I want to be very encouraging about the, I'm assuming, ongoing dialogue that you will be having with the neighbors. I just won't be voting for the rezoning at this time. Is there any further discussion? Renee, would you call the roll please?

Roll Call: Upon completion of roll call the motion to forward RZN 02-15.00 was approved by a vote of 6-2-0 with Commissioners Hoffman and Hoover voting no.

Hoffman: The motion carries on a vote of six to two. Thank you everybody for coming down.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Shelli Rushing, Associate Planner
THRU: Tim Conklin, A.I.C.P., City Planner
DATE: June 6, 2002

RZN 02-15.00: Rezoning (Garriott, pp 437/438) was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Larry Garriott for property owned by John & Louise Sager, Paul & Bernice Guisinger, RD & Kay Kight, Jean Ann Jones, James Guisinger, and Peggy Jones and located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential.

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: Required YES
☐ Approved ☐ Denied

Date: June 10, 2002

CITY COUNCIL ACTION: Required YES
☐ Approved ☐ Denied

Date: July 2, 2002

BACKGROUND:

The site is located south of Wedington Drive (Highway 16) and west of 46th Avenue. Persimmon Street is the south boundary of the site and 46th Avenue is the east boundary. The applicant proposes that various stub outs will be provided on both 46th Avenue and Persimmon Street, both of which are designated as collector streets on the Master Street Plan.

The site is currently a vacant field with six property owners, all of whom have signed the application form. Approximately 700 feet of the western portion of the property is in the floodplain of Owl Creek. There is a heavily wooded area along the north boundary. The site is flat with a few trees along the western portion.

The site and surrounding area are designated as residential in General Plan 2020. Agricultural and residential land uses currently exist in the area. There are two residential neighborhoods within ¼ mile of the site: Meadowlands to the east and Fieldstone to the north. A single family residence is located to the southeast and a barn is directly south. Large acreage single family residences are located to the west.

A request to rezone this property from A-1 Agricultural to R-1 Low Density Residential was brought before the Planning Commission in April 1998. Residents presented concerns about traffic, drainage, and lot sizes. The Planning Commission denied the request with a vote of 4-4-0. The applicants appealed to City Council. City Council denied the appeal on May 5, 1998.

SURROUNDING LAND USE AND ZONING

North: Agricultural, Residential / A-1 Agricultural and R-1 Low Density Residential
South: Agricultural, Residential / A-1 Agricultural / Other areas are in Washington County
East: Agricultural, Residential / A-1 Agricultural
West: Agricultural, Residential / A-1 Agricultural

INFRASTRUCTURE:

Streets: North: Wedington Drive is approximately ½ mile north / Principal Arterial
South: Persimmon Street / Collector
East: 46th Avenue / Collector
West: 54th Avenue is approximately ½ mile west / Collector

Water: The developer will have to extend water to the south along 46th Avenue and west along Persimmon Street.

Sewer: An 8" sewer line is located along the west of the property along Owl Creek.

LAND USE PLAN: General Plan 2020 designates this site as 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.

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: General Plan 2020 designates the site as Residential. R-1, Low Density Residential is consistent with the Future Land Use Map. The site is also consistent with section 9.8.f of General Plan 2020, which states:

9.8.f Site new residential areas accessible to roadways, alternative transportation modes, community amenities, infrastructure, and retail and commercial goods and services.

The site has access to collectors and principal arterials which link it with retail and commercial goods and services. Water and sewer services are located nearby to provide service to the site.

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

Finding: The proposed rezoning is justified as it is in keeping with the Future Land Use Plan. The residential zoning is necessary to build residential lots with less than two acres.

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

Finding: The proposed zoning will increase traffic but should not appreciably increase traffic danger or congestion. Using the Institute of Transportation Engineers Trip Generation software, for 232 single family units on this site (57.82 acres x 4 families/acre, as allowed by the UDO), the average weekday volume is 2,220 trips and the average Saturday volume is 2,341 trips. There are currently no traffic counts for the two collector streets (46th Avenue and Persimmon Street) and based on existing density, traffic counts should be relatively low. Therefore, the collector streets, designed for 4,000 to 6,000 vehicles per day, should adequately accommodate the potential 2,300 trips generated by this site.

Additional traffic generated by the site will not exceed the design capacity for the principal arterial street, Wedington Drive, ½ mile north. Arkansas State Highway and Transportation Department 2000 traffic counts for the segment of Wedington Drive west of 46th Avenue is 1,700 and for the segment east of 46th Avenue is 13,000. Each segment should adequately accommodate the additional 2,300 trips per day since principal arterial streets are designed to accommodate between 17,000 and 20,000 vehicles per day.

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

Finding: The proposed zoning will increase population density but should not undesirably increase the load on public services, including schools, water, and sewer facilities. On this site, the maximum number of units for a single family development is 232. Using 2000 Census data for Fayetteville that indicates there are 2.21 persons per occupied unit, the estimated population for a single family development is 513. If the zoning were to remain as A-1, Agricultural, the estimated population for a single family development would be 65.

R-1, Low Density Residential – Single Family

Maximum number of units = 57.82 acres x 4 families/acres = 232 units

Estimated population = 232 units x 2.21 persons/occupied unit = 512 persons

A-1, Agricultural – Single Family

Maximum number of units = 57.82 acres / 2 acres = 29 units

Estimated population = 29 x 2.21 = 65 persons

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

*From Chapter 161: Zoning Regulations
City of Fayetteville, Unified Development Ordinance*

§161.03 DISTRICT A-1 AGRICULTURAL.

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

B. Uses.

1. Permitted Uses.

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

2. Uses Permissible on Appeal to the Planning Commission.

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

C. Bulk and Area Regulations.

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

D. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
35	20	35

E. Height Requirements. There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required yard lines.

(Code 1991, §160.030; Code 1965, App. A, Art. 5(I); Ord. No. 1747, 6-29-89)

*From Chapter 161: Zoning Regulations
City of Fayetteville, Unified Development Ordinance*

§ 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. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 4	Cultural and Recreational Facilities
Unit 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

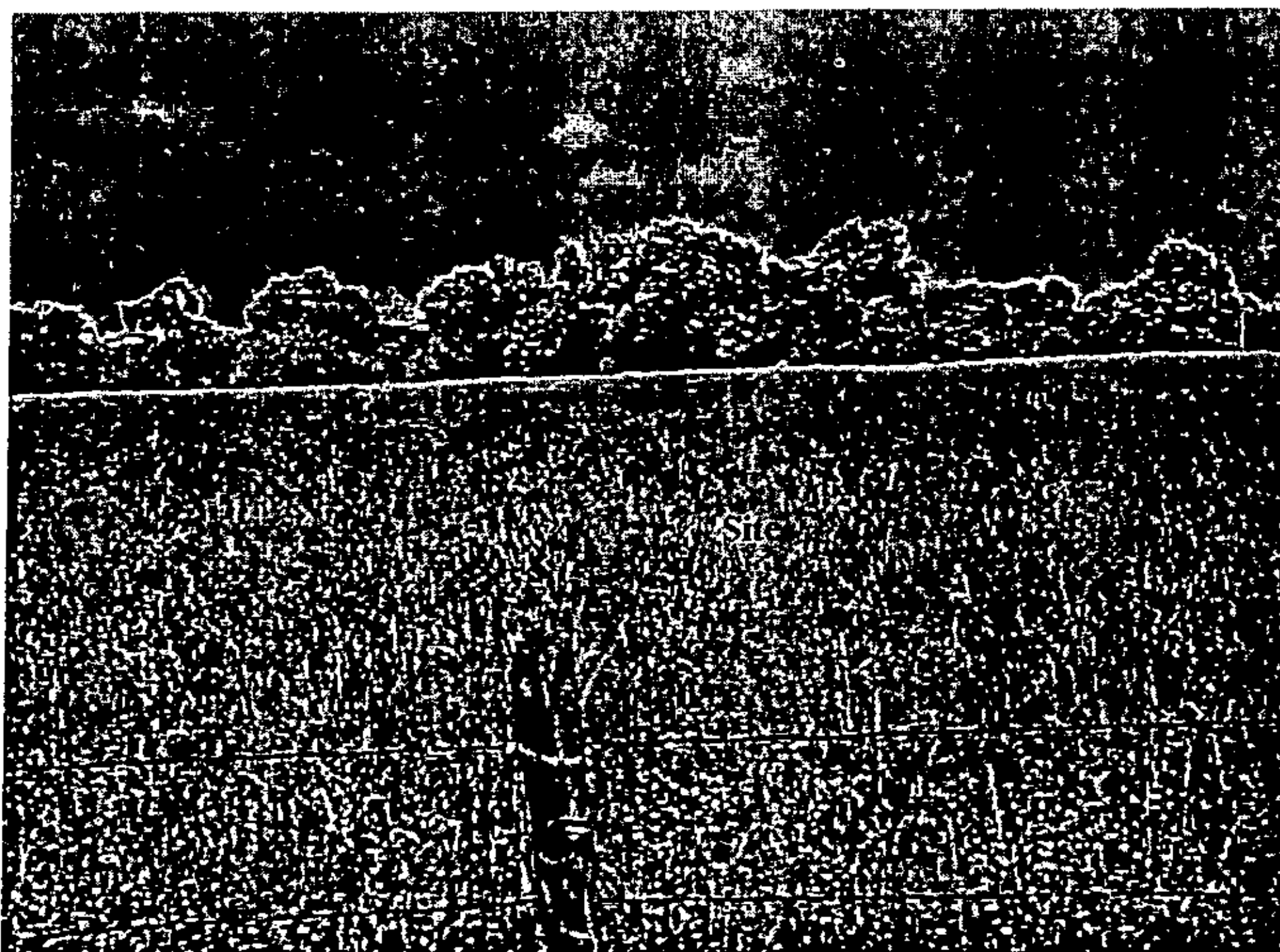
D. Bulk and Area Regulations.

	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.

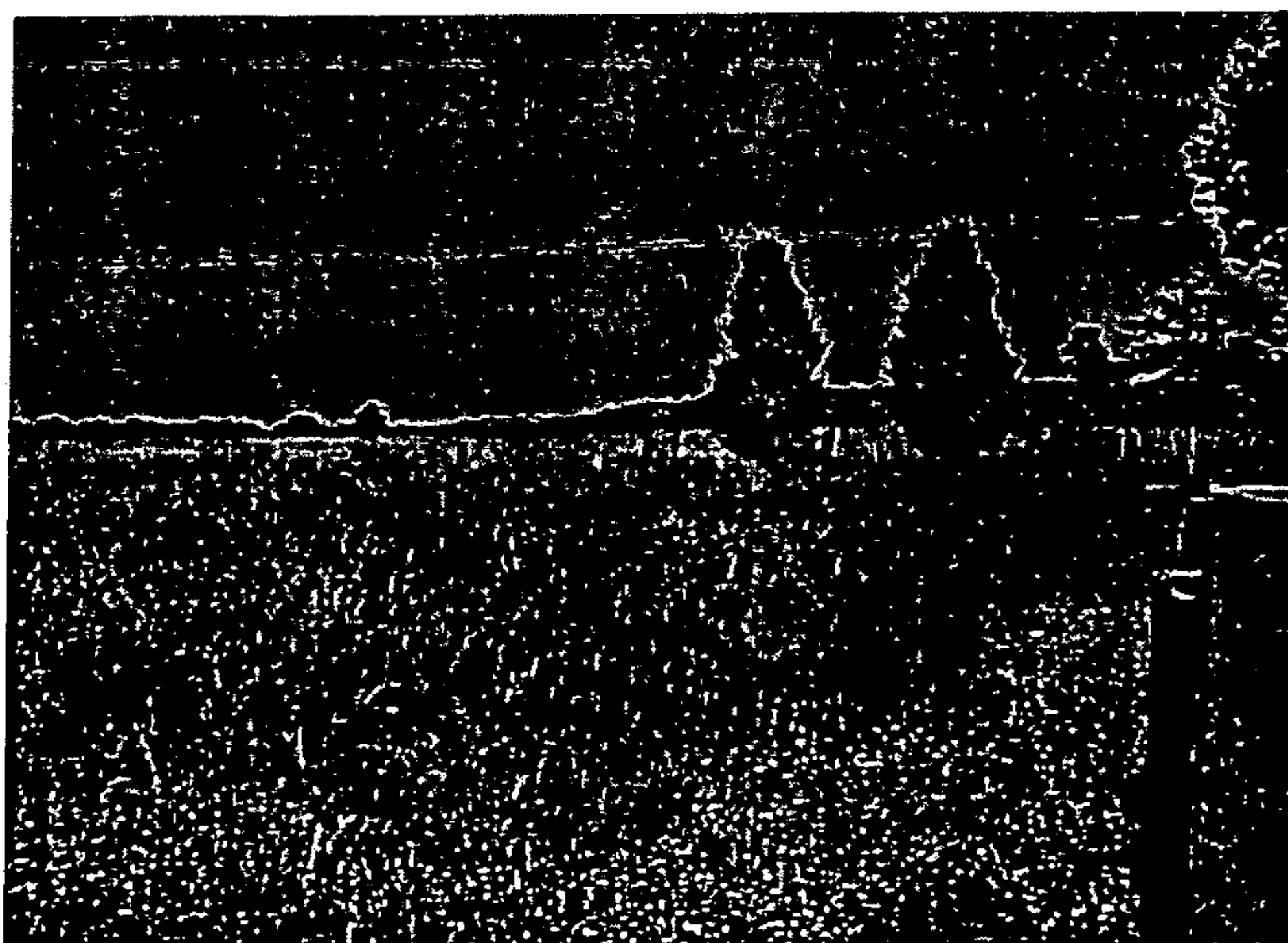
E. Yard Requirements (feet).

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)



Looking north at site.



46th Avenue

Looking east from site.



Looking northeast from site.



Looking northwest from site.

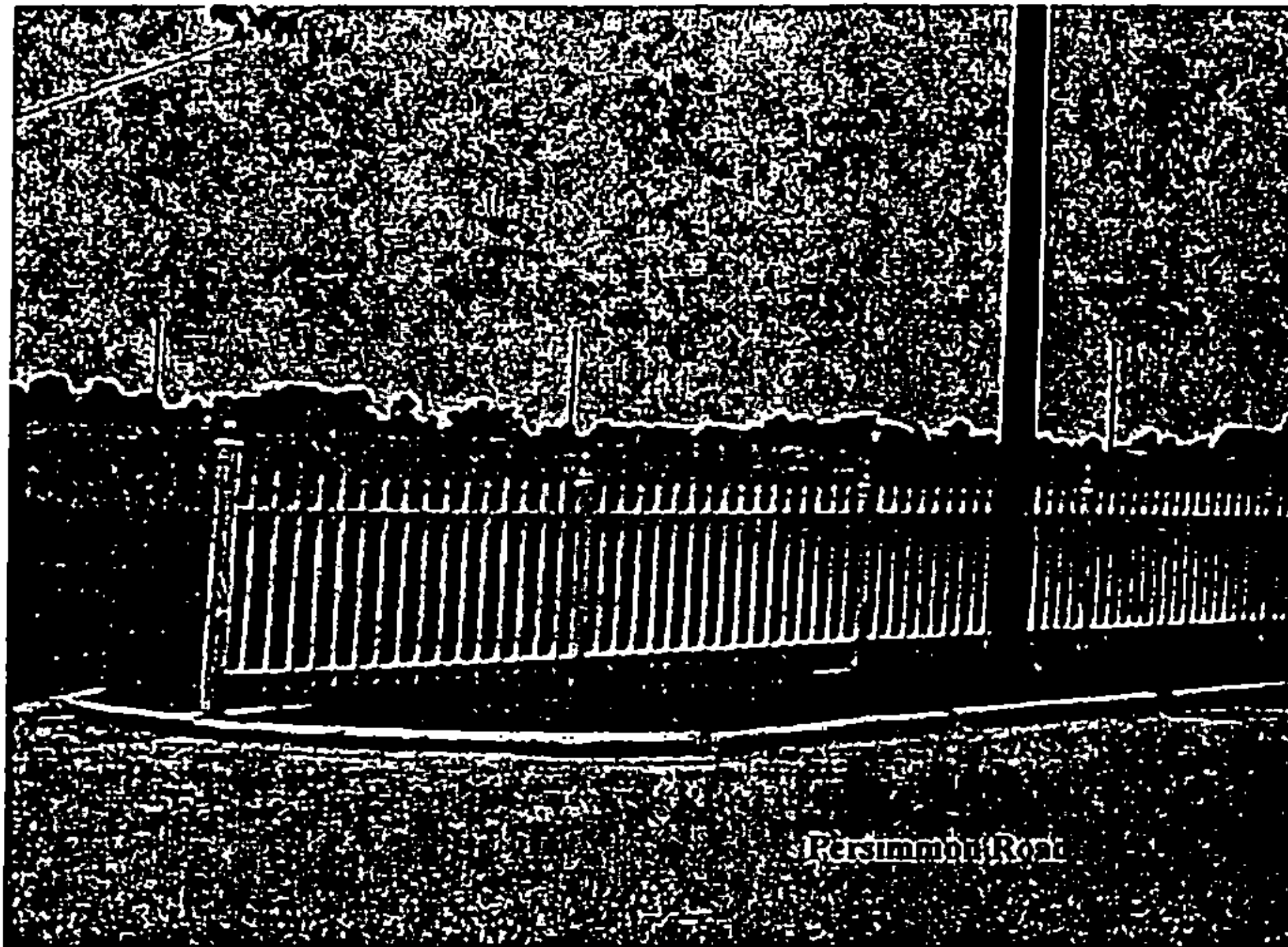
Persimmon Road



Looking west from site.



Looking south from site, south of Persimmon Road.



Looking southwest from site.

RZN 02-15.00: Rezoning (Garriott, pp 437/438)

Summary of Trip Generation Calculation
For 232 Dwelling Units of Single Family Detached Housing
June 03, 2002

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume 9.57		3.69	1.00	<u>2220</u>
7-9 AM Peak Hour Enter	0.19	0.00	1.00	44
7-9 AM Peak Hour Exit	0.56	0.00	1.00	130
7-9 AM Peak Hour Total	0.75	0.90	1.00	174
4-6 PM Peak Hour Enter	0.65	0.00	1.00	151
4-6 PM Peak Hour Exit	0.36	0.00	1.00	84
4-6 PM Peak Hour Total	1.01	1.05	1.00	234
Saturday 2-Way Volume	10.09	3.67	1.00	<u>2341</u>
Saturday Peak Hour Enter	0.51	0.00	1.00	118
Saturday Peak Hour Exit	0.43	0.00	1.00	100
Saturday Peak Hour Total	0.94	0.99	1.00	218

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 6th Edition, 1997.

TRIP GENERATION BY MICROTRANS

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Jeff Erf, Fayetteville citizen, asked if the City would have exclusive rights to the community room.

Alderman Williams thought it would be dependent on whatever the lease agreement is with the A&P Commission.

Sue Clemons, citizen, asked if there would be a problem with the issuance of the bonds if the City dedicated a room to local usage. She was informed this will be researched.

Alderman Miller moved to table the ordinance. Alderman Zurcher seconded. Upon roll call, the motion carried on a vote of 8 to 0.

RAZE AND REMOVAL/2173 DEANE STREET

Mayor Hanna introduced approval for raze and removal of structure at 2173 W. Deane as per ordinance 3948.

No representative of the property owner was present.

Alderman Schaper stated the Council has additional documentation that notice was served.

Kevin Crosson, Public Works Director, stated there has not been any further activity.

Alderman Daniel moved the Council approve the raze and removal. Alderman Schaper seconded.

There were no comments from the audience.

Upon roll call, the resolution carried on a vote of 8 to 0.

RESOLUTION 50-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

NEW BUSINESS

RZ98-7.00 APPEAL/DYKEMA

Mayor Hanna introduce an appeal of rezoning request RZ98-7.00 submitted by Michele Harrington on behalf of Mark Marquess and Dan Dykema for property located at the southwest corner of 46 St. and Persimmon and contains approximately 60 acres. The request is to rezone the property from A-1, Agricultural, to R-1, Low

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Density Residential.

Alderman Pettus stated she would abstain because of an attorney-client relationship.

Alderman Young stated a person involved is a client of his company and he would not participate in the discussion and would abstain on the vote.

Alderman Schaper had it confirmed that this was an appeal by right and did not need to be voted on.

Michele Harrington, attorney, stated this is an appeal from a 4-4 vote of the Planning Commission, a close call at that level. Staff had recommended this rezoning. The 2020 Plan designates this parcel as residential. She explained the situation of the property and its relation to other subdivisions. It is inside the city limits and utilities are present on the site. There is an R-1 parcel immediately to the north of this parcel; it will not be the first R-1 in the area. The remaining surrounding land is residential in use. There will be a 5-acre neighborhood park. The developer will improve half a mile of frontage. They expect to build about 15% fewer homes than would be permitted under R-1 density. The present usage developed without sewer, which is the reason for the larger lots. This is a flat parcel and is the kind of parcel not inclined to large lots. The traffic of this subdivision would go north on 46th. There will not be a large flow turning left in the morning hours. Wedington is being widened near there and may be widened further due to growth in the area.

Ms. Harrington stated the developer will consider entering into a bill of assurance regarding density, so that he doesn't go over a certain number of lots. He can also consider fencing around the property. There could also be no drives entering onto the street.

Ms. Harrington stated there is less than a one-year supply of available lots in this growth area of the city. This development would follow the normal growth the staff has considered in the sewage treatment time frame.

Ms. Harrington pointed out one of the important considerations for landowners is to be able to use their land in the highest and best use they can. That is what this family is trying to do.

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Ms. Harrington stated the drainage around the area will be channelled. The neighbors to the immediate southwest will benefit from this, as it is channelled into Owl Creek.

Cyrus Kooshesh, citizen, expressed concerns about the traffic. He stated the immediate neighboring houses average over 25,000 sq. ft. He stated he would ask the builder to use larger lots and build larger homes. The drainage now is a problem.

Bill Jowers, 452 N. 46th Street, understood this project is for 206 homes. He would like to see fewer houses. Traffic will also be a problem. He has noticed a lot more water in the creek than in the past, because of the development already there.

Greg Spencer, realtor, addressed the number and size of houses. In researching the multiple listing for Northwest Arkansas he found one house on the market west of the bypass that would fit into this market. There were seven lots available. There is a need for this size house on the west side of Fayetteville.

Gary Adam, an area resident, expressed the difficulty of accessing the highway, because of the heavy traffic. He suggested constructing the four-lane highway past 46th Street. He believed there was enough affordable housing in the area. He asked that the developer consider higher priced housing.

Steve Estu, Engineering Design Associates, addressed the drainage issues. He stated the development's drainage would be taking their water directly to Owl Creek, which would bypass two property owners. The subdivision would be contributing to the traffic problem. 46th Street was shown as a collector street on the Master Street Plan. He believed the subdivision would improve the streets in the area.

Tom Sagger represented the owners. He stated the property had been in his wife's family for over 100 years. The property was owned by elder people. He stated the traffic problem was all over Fayetteville. The Wedington Sewer Improvement district went with the property. They had been paying for the Sewer Improvement District since the beginning. He asked the Council to consider the R-1 rezoning request.

A citizen who lives on Persimmon Street expressed concern about homes and bridges flooding along Owl Creek. He does not believe all the water can be contained from the subdivision. He believes the owners have a right to develop their property; however, the

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area needs nicer homes. There is plenty of affordable housing in the area. He added if people can afford nice homes on the east side of town, they can afford it on the west side of town.

Alderman Schaper questioned the amount of street frontage the property had.

Mr. Mark Marquess, developer, replied the property had approximately one quarter of a mile of frontage on 46th Street as well as a quarter of a mile along Persimmon Street.

Alderman Schaper expressed concern about the subdivision only having one access. He noted the city had required more ingresses and egresses on other subdivisions.

Mr. Marquess listed a number of subdivisions in the area with only one entrance. He did not believe the subdivision had an usual design. He noted three stubouts had been planned to the north for the future development of the adjacent property. He believed it was in line with the way the other development occurred in town.

Alderman Daniel stated she was concerned about connections because they have seen so many cul-de-sacs in the past. It has created problems. The City now insists on more connections. She noted stubouts do not mean a street will be connected in the future. Once people move into the neighborhood, it is hard to make the connection.

Mr. Marquess stated he was not asking for anything out of the ordinary. They are trying to be reasonable. Accessibility and traffic problems are common all over town. He asked the councilmen if they have noted what has happened to Fayetteville within the last four years in regard to residential growth and new homes sold compared to cities to the north. Fayetteville has lost new housing starts; it has decreased over the last three years. Of Fayetteville, Springdale, and Rogers, we are the only town to lose housing starts.

In response to questions from Alderman Schaper, Mr. Marquess stated the stubout locations would be determined by the Planning Commission during the large scale development.

Mayor Hanna asked which school district the property is in.

Mr. Sagger replied the west 20 is in the Farmington School

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district.

Mayor Hanna noted some of the traffic would turn toward Farmington, which would help the traffic situation.

Alderman Schaper cautioned Mr. Marquess that the sewer plant could still be located in the area.

Mayor Hanna called a point of order. He stated the Council was hearing the appeal; however, it needed to come before the Council as an ordinance.

Alett Little, Planning Director, agreed. The item came to Council as an appeal from the petitioner, rather than a recommendation from the Planning Commission. It is an amendment to the zoning ordinance and would have to be amended by appeal. The appeal would be considered through the ordinance process. The item needs to be placed on its first reading then go through three readings.

Assistant City Attorney LaGayle McCarty read the ordinance for the first time.

Alderman Trumbo asked Charles Venable, assistant to the Public Works Director, for his opinion on the impact of the traffic generated by the development.

Venable replied the traffic generated would depend on the school district. Each home would generate eight to ten trips per day. Two hundred homes would generate approximately 2,000 trips per day.

Alderman Schaper asked what the traffic count is on the highway.

Venable stated that section of the highway carries approximately 7,000 trips a day. 7,000 on a two-lane is not too bad. The highway could carry approximately 14,000-16,000. The need for four-lane in the area can not be justified at the present time. The sections under construction now will help the situation.

Alderman Schaper stated the problem with the traffic would not be the capacity of the road, but would be the left turn lane.

Venable replied it might be possible to have a left turn lane installed.

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Alderman Schaper asked if the left turn lane could be required as on off-site improvement.

Little replied the Planning Commission would have to make the determination and the Highway Department would have to agree.

The item was left on the first reading.

HUMAN DIGNITY POLICY

Mayor Hanna introduced a resolution declaring the Human Dignity Policy of the City of Fayetteville and establishing the Fayetteville Human Dignity Council.

Alderman Zurcher read the resolution. He stated he had been working on the resolution for over a year. He stated the city had seen an unprecedented amount of growth. With growth always comes problems. A lot of the problems come from different groups of people living together in the same community. The resolution deals with a lot of those problems, not in a reactive way, which has to do with the courts, but in a proactive way, which has to do with education and public forum and getting material out to the public on how to live with the different groups and how to live in peace. Alderman Zurcher stated if it were up to him, he would pass the resolution as presented; however, he had seen some opposition on the Council. Some had questions with some merit about two parts of the resolution.

Alderman Zurcher stated one point of opposition is has to do with the City's bidding procedures. To him, the City should use its power of persuasion to make sure everyone treats people right. The best way to do this is through the pocketbook.

Alderman Zurcher stated the other section of the resolution he has heard comments and fears about is the section regarding the Human Dignity Council. Some people were afraid this committee would have enforcement powers. He had not written any enforcement power into the resolution, trying to get away from a system of fining people who discriminate.. He does not want to go that way.

Alderman Zurcher stated that before the Council began to discuss the resolution, he wanted to propose an amendment to it. The amendment would be to strike Section 1 (B) and (C) as well as Section 2. He stated he would like to see these thing later. He stated he would like to make the amendment in the form of a

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motion.

Alderman Zurcher stated he would like to mention that the University of Arkansas of Fayetteville has a policy very similar to this resolution. Their policy includes all of these groups. He believes the County would also have a similar policy. He added the City is not currently discriminating against these human conditions. He believed they needed to have it on record in case future councils and administration are not as fair as this one.

Alderman Williams asked Alderman Zurcher to define "familial status."

Alderman Zurcher replied "familial status" was the marital status.

Alderman Miller added the term could also mean non-traditional families.

Mayor Hanna asked how the City of Fayetteville would know this.. If someone were to apply for a job, how would the City know their sexual orientation.

Alderman Schaper responded that the City is still a small town. A lot of people know other people and they talk about other people.

Mayor Hanna stated he does not feel the City of Fayetteville needs to aspire to the higher standards of the University of Arkansas and the public schools because they have already gone there.

Alderman Daniel presented policies from the University and the County. She added the Affirmative Action Equal Employment Opportunity of the University mentions that they do not condone the discriminatory treatment of students or faculty based on age, disability, ethnic origin, marital status, race, sex, or sexual orientation, and any of the activities, etc. Washington County stated it was their policy to provide employment opportunities to all qualified persons, to prohibit any discrimination against any employee or applicant for employment because of race, color, religion, sex., age, national origin, sexual orientation, political affiliation, veteran status, or disability.

Alderman Pettus noted neither of the policies mention the word

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ancestry. She questioned how that is different from race or national origin.

Alderman Zurcher replied it would be if they come from a certain family.

Alderman Williams asked if some departments have age requirements, such as firemen.

Mayor Hanna replied there are age requirements for firemen and policemen.

Ben Mayes, Administrative Services Director, stated the City follows all State laws on age requirements. He noted there are five Federal laws which cover all of these. The City has a non-discriminatory policy. He was not sure of the wording.

Assistant City Attorney McCarty read the City's policy, "City employment shall be on the basis of merit, including such factors as abilities, capabilities, aptitude, and experience, without regard to race, sex, color, national origin, religion, age, or political affiliation."

Alderman Miller noted the resolution would add "familial status" and "sexual orientation" and "ancestry" to the hiring policy. He commended Alderman Zurcher for bringing the resolution forward. The resolution does nothing but put into words what the City is already doing. He stated he did have some problems with the committee and the part forcing bidders to abide by the City's hiring practices. In the same way, he has a problem with the United States telling other countries they can not trade with Cuba because the United States does not approve of the way they are doing business. He had been with the civil rights organization during the '60s and did not support the Vietnam War. He sees this as an on going process to get rid of personal hates and fears and learning to live together.

John Adams, citizen, stated Alderman Miller was waffling in his support. He stated Alderman Zurcher's amendment gutted the resolution. It removed all economic sting and all power of persuasion. He stated the City of San Francisco has a wider ranging ordinance that has been held up in Federal court. He suggested Alderman Zurcher withdraw his amendment to the resolution and add the exemption of companies engaged in interstate commerce. He felt it was shameful for the Council to look through other ordinances or for other justification for a

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decision that they should make. He felt they were looking for excuses and abandoning their responsibility to lead. He felt this would be a good start. He urged Alderman Zurcher to withdraw his amendment to the resolution.

Alderman Zurcher explained he had mis-spoke in referring to the change as an amendment. The resolution was being considered as changed; an amendment was not being considered.

Alderman Miller explained he was against the committee because morality is a personal issue. He believes eating animal flesh is a sin. He would not be a part of a committee that would impose morals on other people.

Mr. Gene Fulture, pastor of Calvary Baptist Church, asked Alderman Zurcher why this is needed, if the City is currently practicing it.

Alderman Zurcher replied this Council and administration are fair and just and do not discriminate, That may not be true in the future with a different Council and administration. He felt the city should be proud that they are a tolerant place to be. It is good for business and a good example to other cities.

Mr. Fulture asked if all the employment rights in the proposed resolution were already protected under current Federal law.

In response to questions from Mr. Fulture, Alderman Zurcher stated he would not pursue the resolution if the phrase "sexual orientation" were removed.

Mr. Fulture stated the City has more important business to attend to than to delve into the sexual orientation of its citizens. He felt the City is to take care of streets and other similar items.

Alderman Zurcher replied it is the City's responsibility to ensure fairness to all its citizens.

In response to questions from Mr. Fulture, Alderman Schaper asked the speaker to address the item on the floor.

Mr. Fulture stated the issue of sexual orientation should never be brought up. He did not believe the City needed more bureaucracy. He asked how this would affect our children, if the City were to place a stamp of approval on this kind of sexual

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orientation.

Mr. Rhett Beard, Unitarian minister, stated he had worked closely with Alderman Zurcher in the creation of this resolution. He believed the resolution could be a good and positive, healthy and honorable thing for the City to do. He believed the passage of some form of this resolution would provide a positive statement of policy that affirms the worth and dignity of all people. He commended the City on not discriminating and invited the City to announce it proudly to the community and state that they advocate basic human justice and fairness.

Frank Perigine, English Professor, stated a resolution of this nature was needed. It would be nice for Fayetteville to let everyone know that the City wants to see open dialog and that no one would be harmed professionally or personally if they were to speak out on an issue. He asked the City to reconsider the ideal of a Human Dignity Council. He felt the committee could do a lot of good things. They could solve problems of discrimination and racism. The City needs to provide a forum for citizens to work out their differences, without resorting to lawsuits.

Gary Carnahand stated the City has always selected bids on qualifications and price. He was surprised the city was willing to state there was something more important than price and qualifications. He stated the intent was to have a gay protection ordinance in the City of Fayetteville. He asked for them to define "sexual orientation" to avoid lawsuits. He stated "sexual orientation" was a behavior. If the definition was sexual practice, then it had to mean practice that was not normal or mainstream.

Alderman Schaper called a point of order. He did not believe the Council needed to listen to discussion of an item that was not on the table.

Mr. Carnahand stated most cities did not have a policy like this. The only city he knew of was San Francisco.

Erin Jenkins, citizen, thought the resolution would promote love, acceptance, tolerance, brotherhood, sisterhood, community respect, and dignity to all in the community. Since Fayetteville does not discriminate, she did not see a problem with stating they did not discriminate. She did not see a problem with stating the truth.

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David Garcia, citizen, stated this is an issue of discrimination and prejudice. This ordinance goes further than the question of gayness and is important to a lot of other people. He stated that when he moved here 10 years ago, the community was very warm and receptive. This is changing. He recited several examples of prejudice directed at him or people known to him and likened it to what the gay community is experiencing.

Ken Maddox, pastor, stated there is no place for prejudice or discrimination in this community but sexual orientation is not a special class. He asked city leaders to step back and consider the direction they are taking the city.

Charlie Brown, Ward 1 resident, stated this policy could be harmful in that it elevates the rights of certain minority groups to that of a special status based on their chosen actions and lifestyles. Rights pertaining to discrimination involve inalienable rights, which present no choice. We have a choice in our actions. He did not support a special interest committee. He read from a magazine regarding a gay rights hidden agenda.

Shohreh Noorbakhsh, Fayetteville resident, read from Romans, Chapter 1, of the Bible. She spoke about God's judgement on nations that practice what he abominates.

Sam Campbell, citizen, clarified that part of the resolution has been withdrawn. He stated Alderman Zurcher is really after the whole thing, part now and part at another time. This type of action diverts dollars from the police department, street maintenance, etc. Section 1, which encourages all institutions, organizations, and businesses, is vague but seems to exempt no one. He thought the human dignity council would be a reversal of the democratic process. He thought there would be problems with rental housing.

Vickie Kelly, citizen, stated you can't see a person's sexual preference or their choice of religion. She stated gays are invisible and are therefore discriminated against. It is their invisibility that allows others to say they are already protected. She noted religion is a choice and a protected right.

Lamar Pettus, past president of the Arkansas Bar Association and Washington County Bar Association, citizen, and Vietnam veteran stated he was the most discriminated person in the audience because he is left handed. He stated this is the type of resolution that would be added in lawsuits against the City. He

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responded to comments made earlier by Stephen Miller regarding protesting the Vietnam war.

A citizen asked if this has been reviewed by legal counsel. He stated this will be answerable to the people. Making this a legal matter will cause trouble.

Assistant City Attorney McCarty responded that this has been reviewed by the legal department. Asking the people what they want regarding this is a separate issue.

A citizen stated she would leave this meeting feeling less safe than she did before but was encouraged that the city government could transcend the petty differences that exist in the community.

Joe Hart, citizen, stated racial discrimination in hiring was changed when races were counted to enable affirmative action. The City will have to know if a person is homosexual if they adopt this resolution. The City will have to prove it has been tolerant and open. People would have to be asked and able to prove their sexual orientation. Sexuality does not belong in the work place.

Alderman Miller stated he has faced prejudice for not being Christian. He stated Christians should not pick and chose which parts of the Bible to quote.

Alderman Pettus thought the resolution was having the opposite effect of what was intended. She saw division, dislike, and distrust. These feelings were very personal, moral, and religious and should not be imposed on others of either side.

Alderman Zurcher stated he did not expect anyone to endorse a lifestyle or choice. He felt this is an excuse. His resolution is about banning discrimination.

Alderman Williams supported the resolution as changed. He thought the term sexual orientation needs to be defined. He suggested saying homosexual or heterosexual orientation. He agreed religious belief is an invisible and protected choice. He stated this resolution says what the City of Fayetteville is already doing is correct, that it does not discriminate in this way. He suggested having it say the City shall continue to insure that all qualified applicants are not discriminated

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against.

Alderman Trumbo stated he has problems with the way this resolution is written and its broad context. He felt it will open up a lot of potential litigation. This has not yet been done on a state or federal level.

Alderman Schaper stated people are valuable to the city if they can do the job, regardless of other considerations. He stated there is no established religion in this country. People have a right to conduct themselves in private as they wish, as long as they are not hurting someone else. That is part of human dignity and responsibility.

Alderman Daniel felt there has been a lot of misinterpretation of the resolution.

Alderman Young stated many people think this idea is fine, but are unaware of the technical aspects. The removal of certain aspects has brought it into compliance with what people would be in favor of.

Alderman Williams questioned the last whereas clause.

Alderman Zurcher suggested striking it.

Alderman Williams proposed having what was paragraph A read, "The City shall therefore continue to insure that all qualified applicants for all City positions shall have equal access to such employment opportunities regardless of race, sex, religion, color or national origin, age, ancestry, familial status, homosexual or heterosexual orientation, or disability."

Alderman Zurcher stated sexual orientation is universally accepted as meaning homosexual or bisexual.

Alderman Schaper agreed it is an accepted term.

Alderman Williams agreed to that.

Alderman Williams stated he made that motion [as proposed above]. Alderman Zurcher seconded. Upon roll call, the motion carried on a vote of 6 to 2, with Aldermen Trumbo and Pettus voting no.

Alderman Schaper moved the resolution. Alderman Miller seconded. Upon roll call, the resolution passed on a vote of 6 to 2, with

April 21, 1998

Aldermen Trumbo and Pettus voting no.

RESOLUTION 51-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

EMINENT DOMAIN/SWEETSER/24TH ST.

Mayor Hanna introduced a resolution approving an offer of \$18,000 as full settlement of the eminent domain action against Jerry D. Sweetser on property for the 24th Street Improvements.

Alderman Trumbo stated he would abstain on this because of a client relationship.

George Faucette, realtor, handed out and reviewed a map. He stated Mr. Sweetser lost one lot and potentially the value of another lot worth \$35,000 to \$40,000.

Alderman Schaper stated a utility easement makes that piece of it unbuildable. He was informed this is a new utility easement. He noted the City's appraisal did not reflect this. He thought throwing out the City's appraisal could be dangerous.

Alderman Williams moved to accept the settlement offer. Alderman Miller seconded.

Ben Mayes, Administrative Services Director, stated staff would take this as a budget adjustment on the sales tax for the balance.

Alderman Williams added that to his motion. Upon roll call, the resolution carried on a vote of 6-0-1, with Alderman Zurcher absent for the vote and Alderman Trumbo abstaining.

RESOLUTION 52-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

STREET NAME CHANGE

Mayor Hanna introduced an ordinance changing the name of a section of Cato Springs Road between U.S. Highway 71 and the junction of Razorback Road, a distance of approximately .39 miles, to Razorback Road.

Assistant City Attorney McCarty read the ordinance for the first time.

Alderman Miller stated that since the City rebuilt the street

Planning Commission Minutes
April 13, 1998
Page -10-

RZ 98-7.00; REZONING (MARK MARQUESS AND DAN DYKEMA)
SOUTHWEST CORNER OF 46TH STREET AND PERSIMMON

Submitted by Michele A. Harrington on behalf of the applicants for property located at the southwest corner of 46th Street and Persimmon and contains approximately 60 acres. The request is to rezone the property from A-1, Agricultural to R-1, Low Density Residential.

Findings:

1. The proposed rezoning will allow the development of the land for residential purposes as shown on General Plan 2020 Future Land Use Plan.
2. There are many considerations that determine how property can be developed and at what price an individual is willing to pay for a particular piece of property. A professional market and feasibility study would be necessary to completely understand the current supply and demand for property zoned R-1.
3. Rezoning this property to R-1 will not create or appreciably increase traffic danger and congestion.
4. Rezoning this property R-1 would not alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Staff Recommendation:

Staff recommends approval of the requested rezoning from A-1 to R-1.

No conditions of approval.

Michele Harrington, representing applicant, appeared before the commission. She stated this was only 1/4 mile past the 71 bypass which was inside the city limits. She stated the engineers and Mr. Markus were present for any questions.

Public:

Cyrus Kooshesh, who lives on 46th street, appeared before the commission. He stated the property in question was actually 1.3 miles from the bypass. He noted his concerns as follows:

1. The range of the size of houses were presently 1.99 acres, the rest 1.5 to 3 acres. He stated he was not in opposition to selling the lot. However, he stated sometimes the City approves plans, and afterward find problems previous administration did not consider.
2. He stated he understood R-1 could have up to 4 houses per acre which would be 240 houses maximum. When those 240 houses go up you would need to allow for people who would have at least two cars which would cause traffic overflow. He further stated Highway 16 West has worse traffic at the lights. He stated they had asked the City Council to negotiate for either the City or the State for a road to Double Spring Road and bypass.
3. His next item of concern was drainage. He showed the commission two pictures of his backyard which was standing in water at the present time. He stated the City allowed a church to be built and prior to that it would drain, now a dam has been built to contain the water. His house is approximately 1/8 of mile and 1.5 miles from 46th street.
4. He requested for the commission to consider the number of houses and limit per acre. He stated there were currently 2600 to 2700 square foot houses on existing property at the present time.

Planning Commission Minutes
April 13, 1998
Page -11-

Jewers
Bill Gites, who lives on 46th street, appeared before the commission. He stated originally this was an improvement district and were still paying for improvements in this area. He further stated that anyone developing in this area would be getting a free ride. He requested to keep this area and allow enough affordable housing there. He noted a development to the east of 46th had started and were going to build houses and was not able to complete the project and now it was messed up, and stated he would not want anymore of that in this area or location.

He stated his wife currently owns 200 acres which was approximately 1/4 mile from neighbors.

Discussion:

The applicant, Mr. Marquess, appeared before the commission. He wanted to address some of the issues presented before the commission.

Issues: He stated 1/4 north back on Hwy 16 was a subdivision consisting of 190 homes; Fieldstone subdivision was 1/4 of mile; Meadowlands Subdivision and Heritage Village, and therefore, this area was not as remote as it appeared. He stated R-1 maximum was 240 lots and their plans would not contain near that many houses. He further noted plans include dedicating 25 acres for parks and recreation.

As to the drainage issue, Mr. Marquess stated he believed the property was upstream from the proposed property which was south and the water flow went south and west. He further stated commercial expansion was going on out there, and noted they were not requesting R-2 or R1.5, they were requesting R-1.

- ☐ Mr. Odom noted his concern zoning should not be R-1 and asked if any consideration had been given to R-E.

Mr. Marquess stated density lots running at least \$40,000 to \$60,000 minimum. Unfortunately, the only area that could substantiate a R-E designation was on the east side. Traditionally in that area of 2 miles average lot price supports \$12,000 to \$20,000 lot price.

- ☐ Mr. Reynolds noted Salem Street has three subdivisions yet to be built, Crystal Springs has two phases to build, and inquired if R-A or R-L was a consideration.

Mr. Marquess stated a market analysis was prepared on the west side, and nothing supported that issue. He further noted Heritage Village was building its last 45 lots and some are duplex; Magnolia Crossing was down to its last 50 lots; Fieldstone subdivision opened up there last phase, and these were approximately 4-5 miles away from this lot.

- ☐ Mr. Reynolds inquired if proposed project was compatible to the neighborhood currently there, and Mr. Marquess stated it would be within 1/4 miles.

Mr. Marquess stated most of the homes in this area were not \$300,000+. Mr. Marquess further stated out of the 300 homes were cut down to 3 acre lots, they would find less than 5% of homes over \$125 to \$150,000.

Another issue of concern was property to the north does touch property already zoned R-1. In reviewing the plat it was noted the majority of the property adjoining was zoned A-1.

Planning Commission Minutes
April 13, 1998
Page -12-

- Ms. Harrington addressed the improvements and stated the landowner would also be paying sewer fines, and many issues regarding traffic, drainage, etc. would be addressed at Subdivision Committee. She further stated when bypass came in everyone knew west would be developed and was designated residential on our 20/20 plan.

Mr. Estes stated it appeared zoning was consistent and allowed residential purposes as shown on general plan 20/20. In addition, it would be impractical to use the land for any other uses permitted under its existing zoning classification, and for these reasons he moved to approve this request.

Mr. Ward seconded said motion.

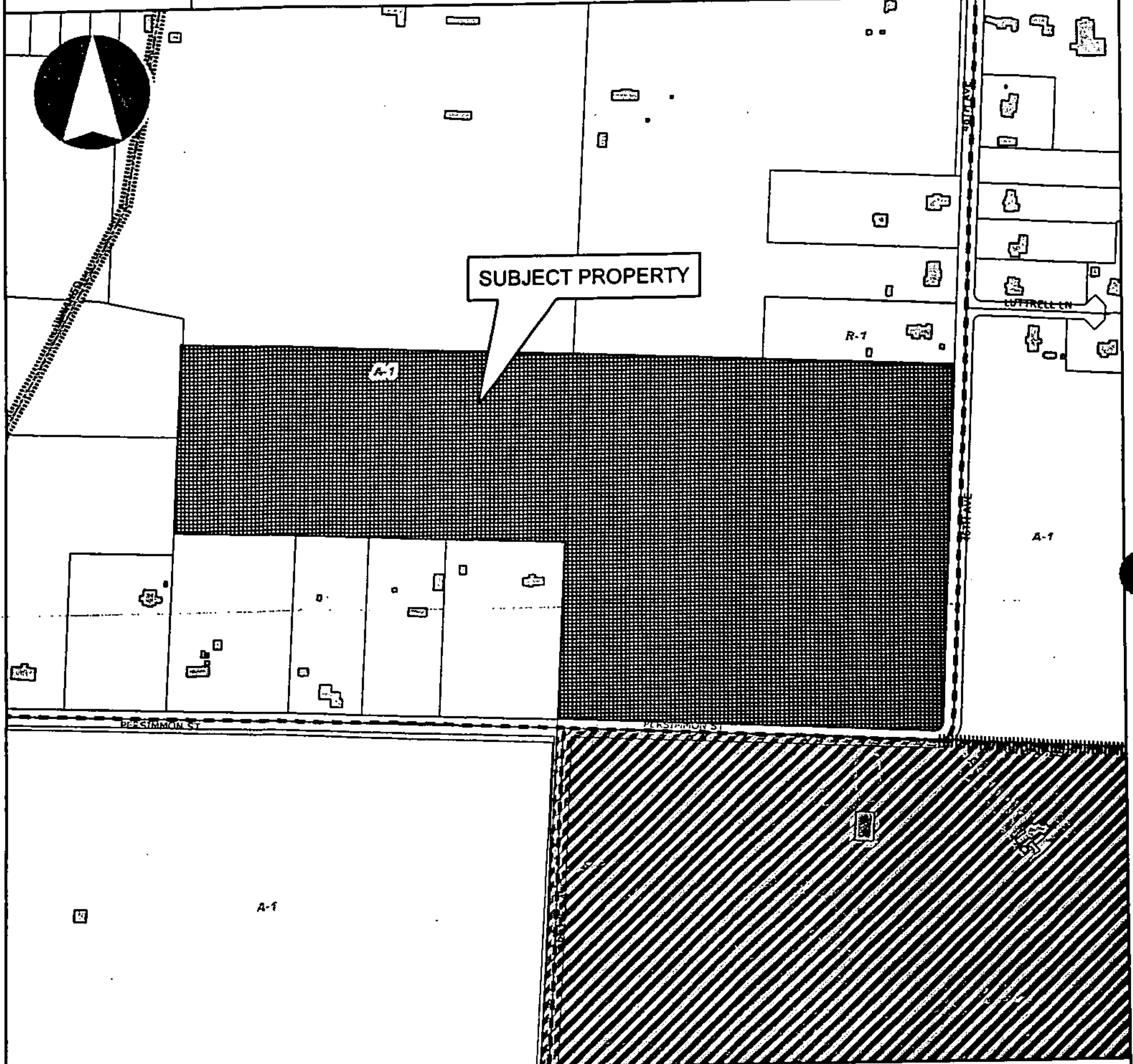
Mr. Odom stated he was in agreement with Mr. Estes' majority of assessment which indicates master plan does indicate it to be residential. However, he was not convinced R-1 should be the correct zoning to be consistent with the surrounding area. And therefore, would not approve this request due to the adjacent landowners concerns.

The roll call was given and motion failed on a vote of 4-4-0. Mr. Reynolds, Mr. Forney, Mr. Odom and Ms. Hoover voted nay.

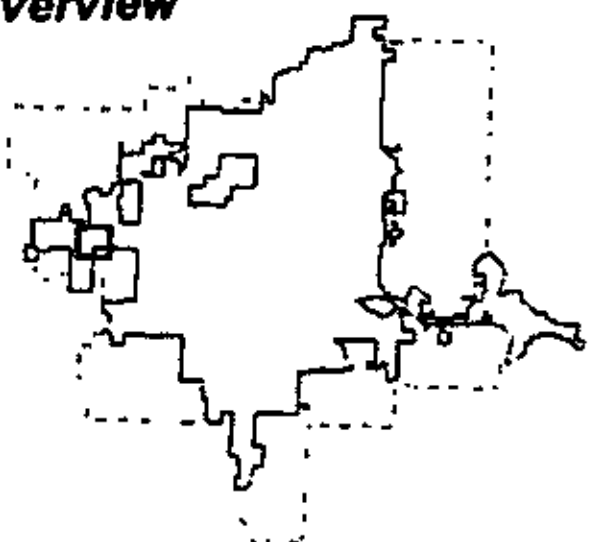
Mr. Odom stated the applicant could appeal to the City Council.

GARRIOT

Close Up View



Overview



Legend

Subject Property



RZN02-15.00

Streets



Existing



Planned

Boundary



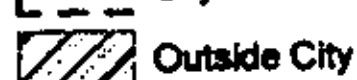
Planning Area



Overlay District



City Limits



Outside City

Master Street Plan



Freeway/Expressway



Principal Arterial



Minor Arterial



Collector



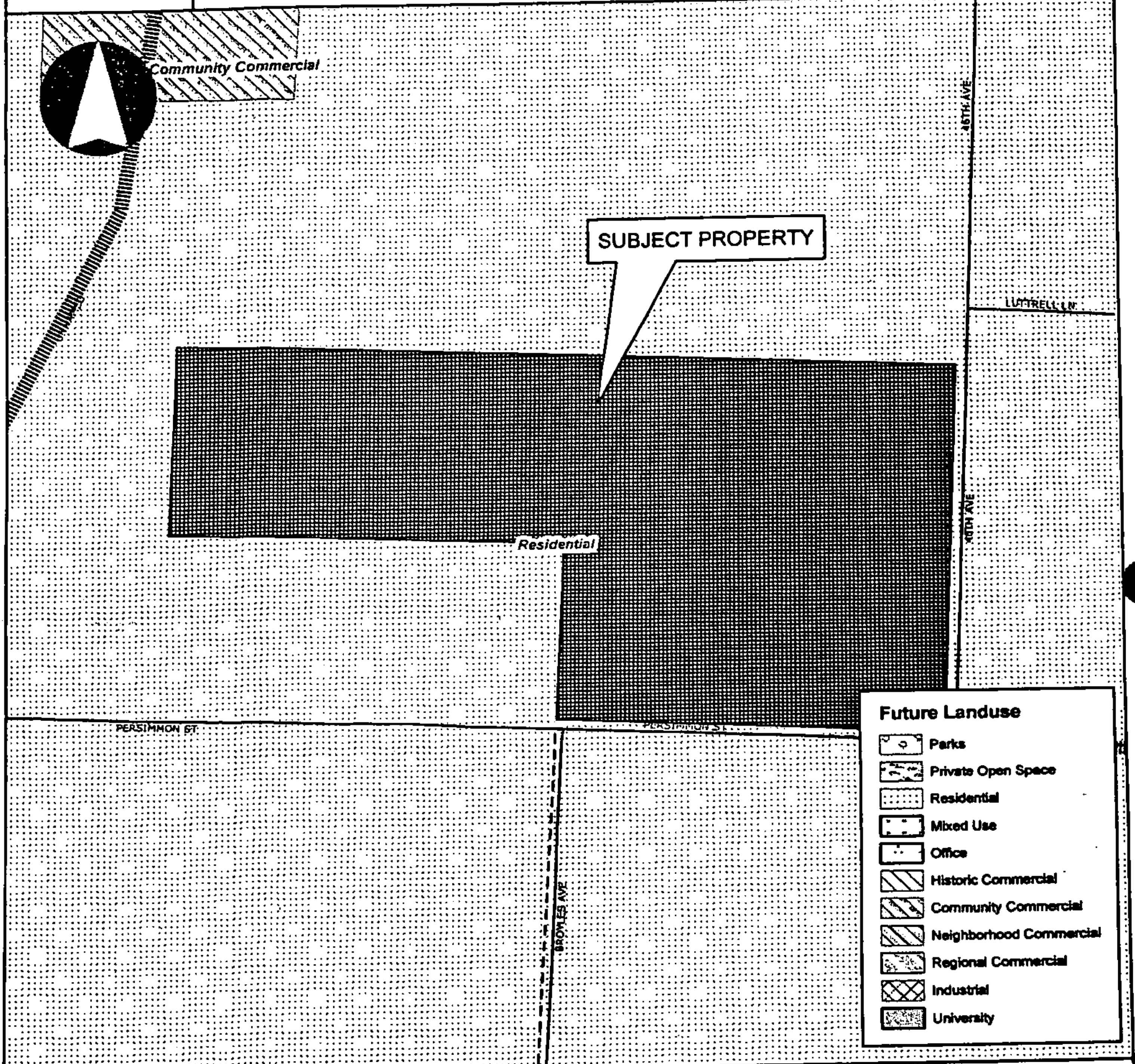
Historic Collector



GARRIOT

RZN 02-15.00

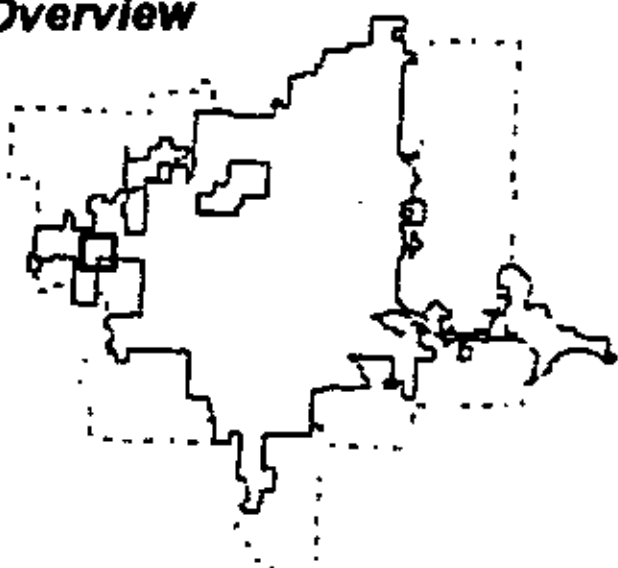
Future Landuse



Future Landuse

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University

Overview



Legend

Subject Property

RZN02-15.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

0 200 400 800 1,200 1,600 Feet

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Shelli Rushing, Associate Planner
THRU: Hugh Earnest, Urban Development Director
Tim Conklin, City Planner
DATE: June 12, 2002

BACKGROUND

RZN 02-15.00: Rezoning was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Larry Garriott for property owned by John & Louise Sager, Paul & Bernice Guisinger, RD & Kay Kight, Jean Ann Jones, James Guisinger, and Peggy Jones and located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential.

The site is located south of Wedington Drive (Highway 16) and west of 46th Avenue. Persimmon Street is the south boundary of the site and 46th Avenue is the east boundary. The applicant proposes that various stub outs will be provided on both 46th Avenue and Persimmon Street, both of which are designated as collector streets on the Master Street Plan.

The site is currently a vacant field with six property owners, all of whom have signed the application form. Approximately 700 feet of the western portion of the property is in the floodplain of Owl Creek. There is a heavily wooded area along the north boundary. The site is flat with a few trees along the western portion.

The site and surrounding area are designated as residential in General Plan 2020. Agricultural and residential land uses currently exist in the area. There are two residential neighborhoods within ¼ mile of the site: Meadowlands to the east and Fieldstone to the north. A single family residence is located to the southeast and a barn is directly south. Large acreage single family residences are located to the west.

A request to rezone this property from A-1 Agricultural to R-1 Low Density Residential was brought before the Planning Commission in April 1998. Residents presented concerns about traffic, drainage, and lot sizes. The Planning Commission denied the request with a vote of 4-4-0. The applicants appealed to City Council. City Council denied the appeal on May 5, 1998.

CURRENT STATUS

The Planning Commission voted 6-2-0 to recommend the City Council approve the rezoning.

RECOMMENDATION

Staff and the Planning Commission recommend approval of RZN 02-15.00: Rezoning (Garriott, pp 437/438).



JORGENSEN & ASSOCIATES

CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (501) 442-9127 • FAX (501) 582-4807

DAVID L. JORGENSEN, P.E., P.L.S.

THOMAS HENNELLY, P.E.

CHRISTOPHER B. BRACKETT, P.E.

RECEIVED

JUN 17 2002

PLANNING DIV.

6/12/02

City of Fayetteville
113 W. Mountain
Fayetteville AR 72701

Att: Planning Dept
Re: Rezoning of Guisinger Property

As agreed at the Planning Commission meeting, the owner offers the attached bill of assurance for your use regarding the above referenced rezoning request. Please call concerning any questions you may have.

Thank you,

David L. Jorgensen, P.E.

BILL OF ASSURANCE
FOR THE CITY OF FAYETTEVILLE

The buyer / developer of property located at the NW Corner of 46th & Persiman Street more particularly described as approximately 59.60 Acres in part of section 11 and part of section 12 of T16N, R 31W in Washington county Arkansas hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas. This Bill of Assurance is offered to assist in the rezoning of the above described property.

The petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Chancery/Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, substantial irreparable damage justifying injunctive relief has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will reasonably rely upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows IF Petitioner's rezoning is approved by the Fayetteville City Council.

1. The use of Petitioner's property shall be limited to single-family only with 158 building lots.
2. Exterior of homes shall have 80% brick.
3. Minimum house size shall be 1800 SF heated and air conditioned space.
4. Each house shall have a 2 car garage.
5. All yards shall be sodded.
6. Roof pitch shall be 7 1/2" to 12" with architectural shingles.
7. A privacy fence shall be installed along Persimon & 46th street.
8. There shall be 2 entrances onto 46th street and 1 onto Persimon Street and each entrance will be landscaped and steel fence installed similar to the Jower's property.
9. All improvements shall be made to Persimon & 46th Street as required by the City.

10. Petitioner specifically agrees that all such restrictions and terms shall run with the land and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's Property.

IN WITNESS WHEREOF, and in agreement with all the terms and conditions stated above, as the owner, developer or buyer (Petitioner) voluntarily offer all such assurances.

Larry Garriott

6-14-02

Date

Date

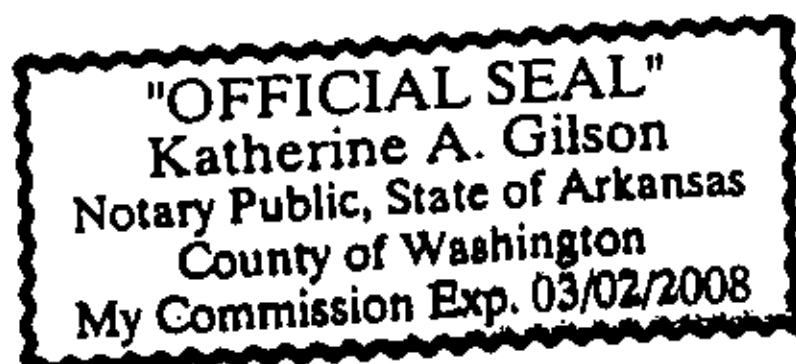
NOTARY OATH

STATE OF ARKANSAS
COUNTY OF WASHINGTON

And now on this 14th day of June, 2002, appeared before me, Larry Garriott and after being placed upon his oath swore or affirmed that they agreed with the terms of the Bill Assurance and signed their names above.

My Commission Expires:

Katherine A. Gilson
Notary Public



STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of July 2, 2002.

FROM: _____
Tim Conklin _____ Planning _____ Urban Development _____
Name _____ Division _____ Department _____

ACTION REQUESTED: To approve an ordinance for VA 02-4 as submitted by Henry Renegar for property located at 925 Rockwood Trail, Fayetteville, Arkansas. The request is to vacate a 10' wide utility easement, as shown and described on the attached map and legal description.

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 on June 10, 2002 the Planning Commission voted 8-0-0 to recommend the vacation be approved by the City Council.

Division Head _____
Department Director _____

6-14-02
Date
6-17-02
Date

Administrative Services Director _____
Mayor _____

Date
6/18/02
Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

New Business ✓
Consent _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING VA02-4.00 TO VACATE AND ABANDON AN .05 ACRE UTILITY EASEMENT ON THE WEST SIDE OF 925 ROCKWOOD TRAIL, CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN ON THE ATTACHED MAP AND LEGAL DESCRIPTION.

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes, and

WHEREAS, the City Council has determined that the following described utility easement is not required for corporate purposes.

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

Section 1. That the City of Fayetteville, Arkansas hereby vacates and abandons all of its rights together with the rights of the public generally, in and to the following described utility easement:

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

Section 2. That a copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

DRAFT

By _____
Dan Coody, Mayor

ATTEST:

DRAFT

By _____
Heather Woodruff, City Clerk

EXHIBIT "A"

A TEN FOOT UTILITY EASEMENT WITHIN A VACATED ALLEY LYING ALONG THE WESTERLY BONDARIES OF LOTS 3 AND 8 IN BLOCK 5 OF THE MOUNTAIN VIEW ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS. SAID ALLEY HAVING BEEN ABANDONED BY THE CITY OF FAYETTEVILLE, ARKANSAS, AS REFERENCED BY ORDINANCE 3429, FILED IN DEED BOOK 1333, PAGE 004.

PC Meeting of June 10, 2002

FAYETTEVILLE

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

Utility Easement Vacation
Henry Renegar

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner
FROM: Ron Petrie, Staff Engineer
DATE: June 6, 2002

Project: VA 02-4.00: Vacation (Renegar, pp 447) was submitted by Henry Renegar for property located at 925 Rockwood Trail. The property is zoned R-1, Low Density Residential and contains approximately 0.05 acres. The request is to vacate a ten (10) foot wide utility easement.

Findings: On June 6, 1989, the City Council approved a right-of-way vacation in this area with the exception of the ten (10) foot utility easement (Ordinance # 3429). There are no existing water or sewer lines located within the utility easement.

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

Ozarks Electric - Not applicable.
Southwestern Electric Power Company -Not applicable
Arkansas Western Gas - Not applicable
SW Bell - Not applicable
Cox Communications -Not applicable

City of Fayetteville:
Water/Sewer - Not Applicable
Street Department - Not applicable
Solid Waste - Not applicable

Recommendation: Approval of utility easement vacation.

PLANNING COMMISSION ACTION: yes Required
_____Approved _____Denied

Date: June 10, 2002

Comments:

CITY COUNCIL ACTION: yes Required
 Approved Denied

Date:

Description of Request

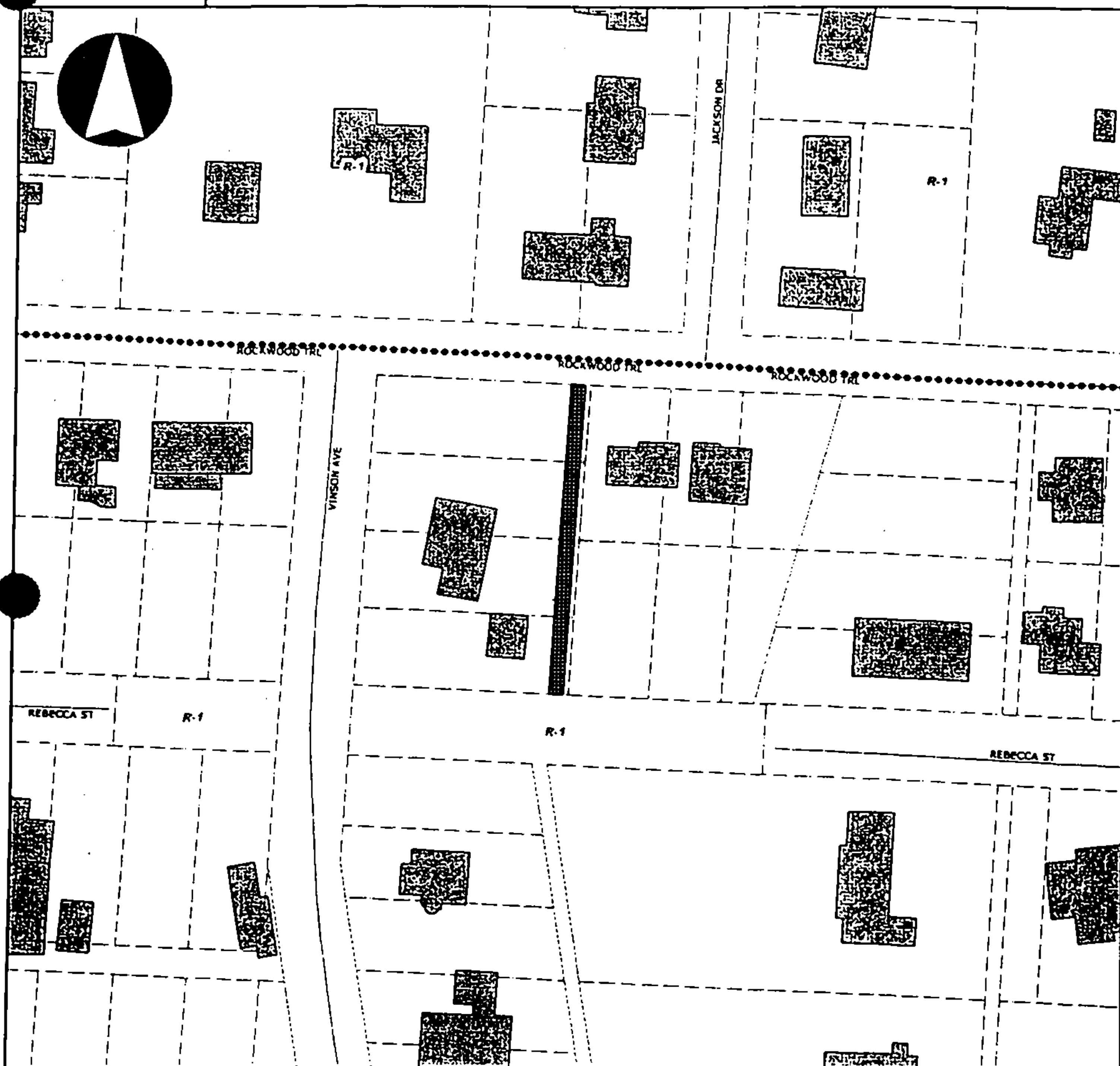
It is desired to have the City of Fayetteville, Arkansas vacate the easement within the previously vacated alley lying along the westerly boundary of my family's property located at 925 Rockwood Trail. The alley is bordered on the east by Lots 3 and 8 in Block 5 of the Mountain View Addition and bordered on the west by lots 4,5,6, and 7 also in Block 5. Lots 3 and 8 are owned by myself, Henry Renegar, and my wife, Jefferie Renegar. Lots 4,5,6, and 7 are owned by George Rogers, our next-door neighbor.

We intend to use an 18 inch strip of the alley for part of the home addition that we are building onto our current residence at 925 Rockwood Trail.

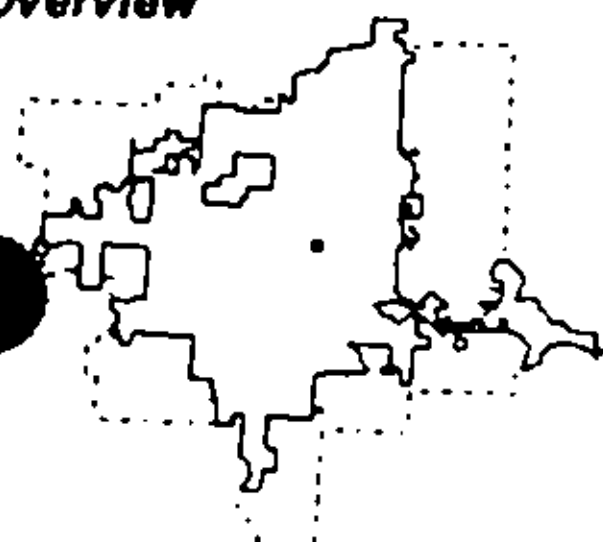
VAC02-04.00

Close Up View

RENEGAR



Overview



Legend

Subject Property

VAC02-04.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

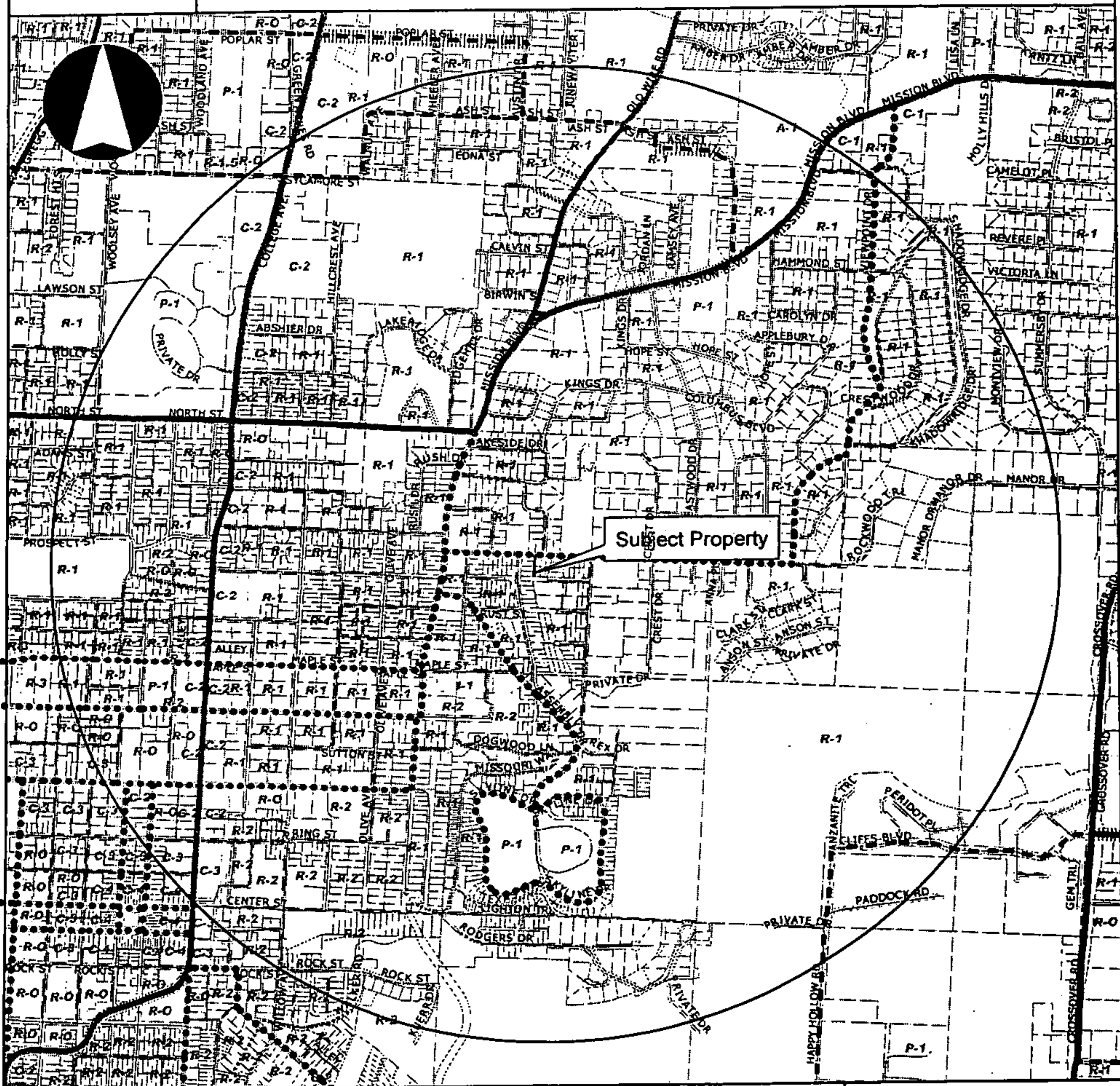
Historic Collector



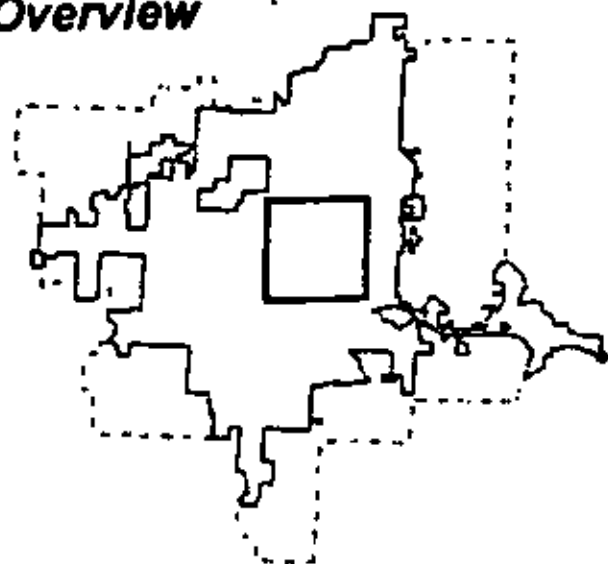
VAC02-04.00

One Mile View

RENEGAR



Overview



Legend

Subject Property

VAC02-04.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector



PC Meeting of June 10, 2002

FAYETTEVILLE

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

Utility Easement Vacation
Henry Renegar

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner
FROM: Ron Petrie, Staff Engineer
DATE: June 6, 2002

BACKGROUND

VA 02-4.00: Vacation was submitted by Henry Renegar for property located at 925 Rockwood Trail. The property is zoned R-1, Low Density Residential and contains approximately 0.05 acres. The request is to vacate a ten (10) foot wide utility easement.

On June 6, 1989, the City Council approved a right-of-way vacation in this area with the exception of the ten (10) foot utility easement (Ordinance # 3429). There are no existing water or sewer lines located within the utility easement.

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

Ozarks Electric - Not applicable.
Southwestern Electric Power Company -Not applicable
Arkansas Western Gas - Not applicable
SW Bell - Not applicable
Cox Communications -Not applicable

City of Fayetteville:
Water/Sewer - Not Applicable
Street Department - Not applicable
Solid Waste - Not applicable

CURRENT STATUS

The Planning Commission voted 8-0-0 to recommend approval of the utility easement vacation to the City Council.

RECOMMENDATION

Staff and the Planning Commission recommend approval of the vacation.

STAFF REVIEW FORMRJN GROUP
C. 3. Page 1XXX AGENDA REQUEST
XXX CONTRACT REVIEW
GRANT REVIEWFor the City Council meeting of: July 2, 2002**FROM:**David Jurgens

Name

Water/Sewer

Division

Public Works

Department

ACTION REQUIRED: City Council approve the attached engineering contract with the RJN Group, Inc., for a Sanitary Sewer Rehabilitation Design for Illinois River Basins 1-5, 18 & 19, and White River minisystem 27 (Industrial Park), in the amount of \$548,653.00, and approve a 5% contingency of \$27,433

COST TO CITY:\$ 576,086.00

Cost of this request

\$ 2,203,317

Project Budget

Sewer Rehabilitation

Project Name

5400-5700-5815.004470-9470-5808.00

Account Number

\$ 96,078.58\$ 32,932.21

Funds used to date

Sewer Mains ConstSewer Mains Const

Program Name

02017-0201

Project Number

\$2,074,053

Remaining Balance

Water and Sewer

Fund

BUDGET REVIEW: XXX Budgeted Item Budget Adjustment AttachedSteph Dan
Budget Coordinator6-10-02

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:**GRANTING AGENCY:** Naisha Fathing
Accounting Manager6/10/02
Date

ADA Coordinator

Date

P. Whitel
City Attorney6/10/02
Date

Internal Auditor

6/10/02
Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Approve construction contract as stated above.William
Division Head7 Jun 02
DateCross Reference:Ly Breth
Department Director6-13-02
DateNew Item: Yes NoWilliam
Administrative Services Director6/13/02
DatePrevious Ord/Res #: Ken Cardy
Mayor5/13/02
DateOrig Contract Date:

DN/REHAB-SWBASI-SR/ND/AGR WPD

New Bus
Consent

July 2, 2002

STAFF REVIEW FORM

Page 2

Description: Engineering contract, sewer rehabilitation, RJN Group, Inc.

Comments:

Reference Comments:

Budget Coordinator:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

RJN GROUP
C. 3. Page 3

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville Mayor and City Council

Thru: Greg Boettcher, Public Works Director

From: David Jurgens, Water/Sewer

Date: 3 June, 2002

Re: Agenda Request- July 2 City Council Meeting, Engineering Contract, Illinois River Basins 1-5, 18 & 19 and the Industrial Park Sewer Rehabilitation, RJN Group, Inc.

1. Background. The sewer system which flows to the Gregg Avenue lift station (just south of the intersection of Gregg and Joyce) requires significant rehabilitation in order to reduce infiltration and inflow (I/I) in the sewer system and thus eliminate several overflows in the system and reduce or eliminate the overflow at the Old Wire Road lift station, which is further downstream. This project is designed to reduce the extraneous I/I so that the system can meet the demands. The area being worked on is in the north central portion of town, shown on the attached map. We experience sanitary sewer overflows at three manholes in and downstream from this area. The project also includes some work in the south industrial park, as we have identified that a great deal of I/I enters our sewer system from the collection system serving this area. Finally, it involves a small amount of work in the Wilson Park area.

2. Project Description. This is the second of three phases of the sewer rehabilitation work in this area. Phase I is completed; Phase 3 will be contracted at a later date.

A. Phase I. Preliminary Engineering (Sanitary Sewer Evaluation) Study. This phase was completed in May, 2002, and involved a thorough investigation of the sewer system to identify all sources of inflow and infiltration through which rain and ground water enters the sewer system. It also identified major structural and capacity defects, and evaluated recurring maintenance problems. The product was a recommended construction plan with cost-effective repair analysis. This plan is the basis for the phase II contract which is now before you for approval. This was not a generic, theoretical study, but a detailed and specialized physical examination of every manhole and every inch of pipe in our sewer system in this area, which evaluates almost every aspect of these sewer lines and manholes. The project is similar to those recently completed in other areas of town, which have been instrumental in stopping numerous sewer overflows.

B. Phase II. Final Engineering Design. This phase includes the design of the rehabilitation and the bidding process, based on the information found in the SSES (phase I). The scope of work includes final design for rehabilitating on over 1,089 manholes, 16,741 feet of

replacement or lined sewer mains, 54 point repairs, includes preparing plans and specifications for three separate construction contracts, and resident engineering/inspection for all work. In sewer rehabilitation, this inspection is critical as the risks to homeowners and the environment associated with working on mains while they are in service is much higher than with new construction.

C. Phase III. Construction. This phase involves the actual manhole and sewer line construction and rehabilitation, and inspecting and supervising the contractor(s) who perform the work. This project will probably include three construction projects- one for manhole work and two for different types of main line repairs and replacement. Construction should begin in late 2002 or early 2003, and should last from 18 to 24 months. The estimated total construction cost is \$3,916,644.

3. Selection Process. The Engineer Selection Committee selected firms for this project on January 18, 2001. RJN Group, Inc., was selected for this project. A January 18 letter to RJN advised them of the selection and requested we open negotiations.

4. Clarification of Scope and Negotiations. Meetings and consultation between City staff and Hugh Kelso, RJN Regional Vice President, resulted in the final proposed contract (enclosure 2).

5. Execution. Phase I has already been a cooperative effort between City forces and RJN personnel. City Sewer Division crews participated in some of the field work to reduce costs and expedite the project. City work included locating manholes before the study, televising those lines which we knew in advance needed televising, and providing other assistance as possible. This cooperative effort will continue into the design phase, as City crews will assist RJN field crews in completing additional field work. Again, this will provide the best possible project at a reduced contract cost.

6. Budgeting. The sewer rehabilitation project is in the 2002-2006 Capital Improvements Plan, and is funded by both sales tax and water/sewer revenue funds. This project is using funds from both 2001 and 2002. Budget details are identified on the attached agenda request.

7. Staff Recommendation. The Staff recommends award of the Engineering Contract to RJN Group, Inc., in the amount of \$548,653, and approve a 5% contingency of \$27,433, for a total cost of \$576,086.

Enclosures: Project Area Map
Proposed Contract (two original contracts)
Purchase Order

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Vendor #:		88530		Vendor Name:		RJN Group, Inc		Requestion No.:		Date:		7 June 2008	
Address:		12160 Abrams Road, Suite 208		City:		Dallas		P.O. Number:		Expected Delivery Date:		See Remarks	
State:		TX		Zip:		75243		Mail:		Yes		No XX	
Requester:		David Jurgens		FOB Point:		Fayetteville, AR		Division Head Approval:		Yes XX		No	
Description:		Basins 1-5, 18 & 19 Sewer Engr Design		Ship To Code:				Extension:		386			
Quantity		1		Unit of Issue		EA		Project Sub Project Number:		02017-0201			
Unit Cost		\$548,653.00		Extended Cost		\$548,653.00		Account Number:		5400-5700-5815.00			
Fixed Asset #				Unit Cost				Inventory #					
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
SHIPPING/HANDLING													
Subtotal:												\$548,653.00	
Tax:												\$0.00	
TOTAL:												\$548,653.00	

Special Instructions:

Sewer Rehabilitation project, full title is Sanitary Sewer Engineering Design, Basins 1-5, 18 & 19

Approvals:

Mayor:

(including office use only)

Department Director:

Admin. Services Director:

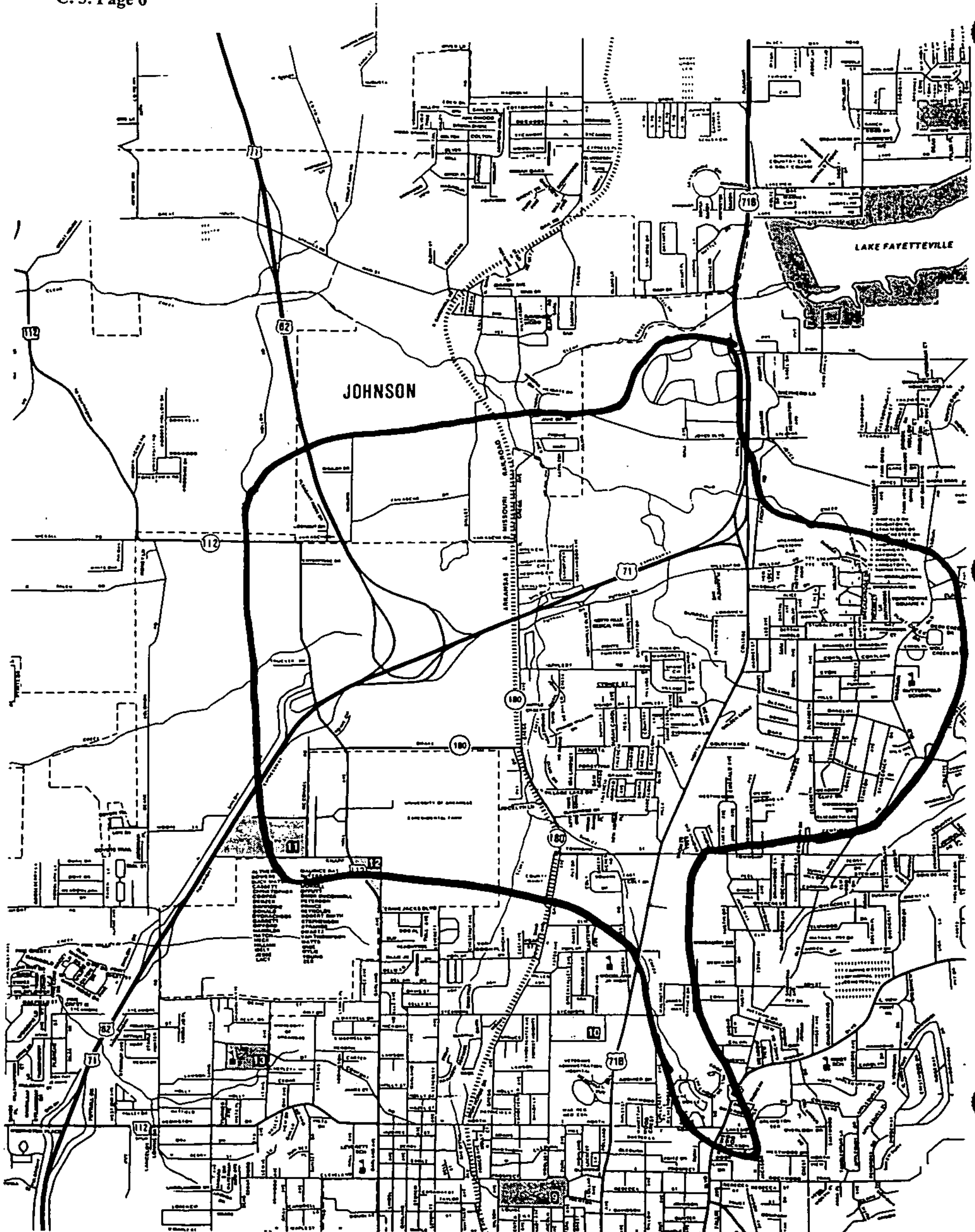
Budget Coordinator:

Purchasing Manager:

Data Processing Mgr:

SANITARY SEWER RENOVATION
ILLINOIS RIVER BASINS 1-5, 18 & 19
RJN GROUP
C. 3. Page 6

NO SCALE



AGREEMENT

RJN GROUP
C. 3. Page 7

CITY OF FAYETTEVILLE, ARKANSAS

AND

RJN GROUP, INC.

THIS AGREEMENT made this _____ day of _____, 2002 by and between the City of Fayetteville, hereinafter called OWNER and RJN GROUP, INC., hereinafter called ENGINEER.

WHEREAS, the ENGINEER has conducted a Sewer System Evaluation Survey for the White River and Illinois River Watersheds in Basins I1, I2, I3, I4, I5, I11, I18, I19, and W27.

NOW, therefore, the OWNER hereby engages the ENGINEER to provide the following professional services as set forth in this agreement. Services will be performed by the ENGINEER with McClelland Consulting Engineers, Inc. of Fayetteville, Arkansas as a subconsultant.

Section I - Basic Services of ENGINEER

The ENGINEER agrees to furnish and perform various professional engineering services related to improvements to the Sewer System in the White River and Illinois River Watersheds.

Services include engineering design and resident engineering for sewer improvements to W27 in the White River Watershed and Basins I1, I2, I3, I4, I5, I11, I18, I19 in the Illinois River Watershed. Extent of improvements are described in Exhibit A of this Agreement.

The services for this Agreement are further described in Exhibit A attached and hereto made part of this Agreement.

AGREEMENT (Cont.)

Section II - OWNER's Responsibility

Mr. Dave Jurgens, P.E., or other designee of the City of Fayetteville shall be the OWNER's Representative, and is authorized to act with authority on behalf of the OWNER with respect to all work tasks of the Project for which services are to be rendered by the ENGINEER.

As responsible agent and beneficiary of the Project, the OWNER's responsibilities shall include the following:

1. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including maps, records, and any other data relative to the ENGINEER's services.
2. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, except to the extent provided by the ENGINEER's Basic Services, data prepared by or services of others, including without limitations any previous plans for the sewer system, maps, and other special data or consultations not covered in ENGINEER's Basic Services; all of which ENGINEER may rely upon in performing his services.
3. Arrange for access to and make all provisions for ENGINEER to enter upon public property, public easements, private property as possible, as required for ENGINEER to perform his services.
4. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of any attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

5. Provide such accounting, independent cost estimating, and insurance counseling services as may be necessary for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.
6. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
7. Bear all costs of advertising the construction bid request.
8. Perform all negotiations related to obtaining easements, permits, and licensing agreements for the project.
9. Provide copies of all available as-built records for sewer lines in project area.
10. Bear all costs incident to compliance with the requirements of this Section III.

Section III - Schedule of Service

The schedule of services is described in Exhibit B attached hereto.

The work described shall be carried out as expeditiously as weather and other physical conditions permit. The ENGINEER shall not be liable to the OWNER, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the ENGINEER, and not caused by his own fault or negligence including acts of God, or the public enemy, inclement weather conditions, acts, regulations, or decisions of the Government or regulatory authorities after the effective date of this Agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

AGREEMENT (Cont.)

Section IV - Fees and Payments

Compensation to the ENGINEER by the OWNER for work set forth in this Agreement will not exceed \$548,652.95 without prior written approval of the OWNER. Compensation to the ENGINEER shall be as detailed in Exhibit C.

Payments to the ENGINEER shall be made monthly upon receipt of the combined status report and invoice to be submitted to the OWNER by the ENGINEER. Invoices shall be due and payable to the ENGINEER within thirty (30) days of each billing.

Section V - General Considerations

Standards of Performance

The ENGINEER shall perform all services under this Agreement in accordance with the standards of the engineering profession.

Estimate of Probable Cost

Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of preliminary or probable construction cost or total project cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgement as an experienced and qualified professional engineer. However, the ENGINEER cannot and does not guarantee that actual project cost will not vary from opinions of cost by him.

AGREEMENT (Cont.)

Reuse of Documents

All data and documents including drawings, forms, computer programs, and specifications furnished by the ENGINEER pursuant to this Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the OWNER or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Verification or adaptation by the ENGINEER may entitle ENGINEER to further compensation at a rate agreed upon by the OWNER and the ENGINEER.

Termination of Services

This Agreement may be terminated by either party in the event of substantial failure. Termination may not be effected unless the other party is given not less than ten (10) days written notice (delivered by certified mail, return receipt requested) or intent to terminate and an opportunity for consultation with the terminating party.

Upon receipt of a termination action, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER (subject to "Reuse of Documents" provisions) all data, other information and materials accumulated by the ENGINEER in performing this Agreement, whether completed or in process. The OWNER shall compensate the ENGINEER for any termination settlement costs the ENGINEER incurs related to commitments which had become firm prior to the termination.

Controlling Law and Disputes

If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. This Agreement shall be governed by the laws of the State of Arkansas.

AGREEMENT (Cont.)

Successors and Assigns

The OWNER and the ENGINEER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

Insurance

ENGINEER shall procure and maintain insurance for protection from claims under Workers' Compensation Acts, claims for damages because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damage because of injury to or destruction of property including loss of use resulting therefrom. ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent error, omission or act for which the insured is legally liable; and certification indicating that such insurance is in effect will be submitted to the OWNER within three (3) days of agreement execution by both parties. The amount of coverage for general liability insurance and professional liability insurance shall be in the amount of \$1,000,000 each. Certificates shall provide for not less than 30 days prior notice to the ENGINEER of any cancellations or in the amount of coverage in the policies for the ENGINEER.

AGREEMENT (Cont.)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and their seals to be hereto affixed, this ____ day of ____, 2002.

For the OWNER:

CITY OF FAYETTEVILLE

Name

Title

ATTEST:

For the ENGINEER:

RJN GROUP, INC.

Hugh M. Kelso
Name

Regional Vice President
Title

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Work Schedule
- Exhibit C - Compensation Schedule

May 13, 2002

EXHIBIT A
SCOPE OF SERVICES

CITY OF FAYETTEVILLE
ILLINOIS RIVER AND WHITE RIVER WATERSHEDS
SEWER IMPROVEMENTS

Engineering Design, Bidding Assistance and Resident Engineering

Item I. Final Engineering Design/Bidding Assistance

A. Final Engineering Design

1. Project Administration and Management

- a. Perform Project Initiation Activities.
- b. Perform general administration and project management including meetings with City staff as necessary.
- c. Procure subcontractors for such work as legal surveying.

2. Manhole Rehabilitation Design

- a. Review selective computer output reports from the Manhole Inspection Program to determine I/I sources to be rehabilitated.
- b. Evaluate site specific manhole repair alternatives including cover type, grade adjustments, sealing techniques, manhole interior repairs, and/or manhole replacement.
- c. Using ENGINEER's basic specifications, prepare project specifications which shall include but not be limited to:
(1) bidding documents, (2) contractual documents, (3) conditions of the contract, (4) standard project forms, (5) technical specifications, (6) schedule of manhole rehabilitation, (7) location map and (8) general details.
- d. Prepare ENGINEER's Opinion of Probable Construction Cost.

EXHIBIT A (Cont.)

- e. Submit two (2) copies of the draft contract documents to the City for review.
- f. Perform final changes to contract documents based on City review.
- g. Submit two (2) copies of the final contract documents to the City.

3. Sewer Line Rehabilitation

The extent of sewer rehabilitation design is summarized in Table I, Table II, and Table III attached at the end of Exhibit A.

- a. Review selective computer output reports for infiltration and inflow sources to be rehabilitated, sewer line maintenance items, and sewer line replacement.
- b. Perform sewer profile leveling and site inspections for sewer replacement.
- c. Investigate public utility locations.
- d. Evaluate pipe repair alternatives including pipe replacement, pipe bursting, and lining options as necessary because of site conditions.
- e. Provide the City with the technical information for location of the easements, if any, required for construction of the project. Information to include width and general location of the easements, and distances from the property lines. Property line information shall be obtained from existing maps provided by the City to the ENGINEER.
- f. Prepare contract design drawings for I/I rehabilitation, sewer replacement and/or sewer lining. Drawings shall indicate permanent and temporary easements for construction based on information supplied by City. Drawings shall include but not be limited to: (1) title sheet/drawing index, (2) location maps, (3) schedule of manhole rehabilitation, (4) plan and profile of replacement segments, (5) plan of repair line segments, (6) special details, and (7) general details.

EXHIBIT A (Cont.)

- g. Using Engineer's basic specifications, prepare project specifications which shall include but not be limited to: (1) bidding documents, (2) contractual documents, (3) conditions of the contract, (4) standard project forms, and (5) technical specifications.
- h. Prepare Engineer's Opinion of Probable Construction Cost by major items.
- i. Submit two (2) copies of the draft plans and specifications to the City for review.
- j. Perform final changes to contract documents.
- k. Submit five (5) copies of the final project drawings and contract specifications to the City for review.
- l. Assist the City in obtaining permit approvals from regulatory authorities.

B. Additional Services

- 1. Conduct horizontal and vertical control survey necessary for design of the project.
- 2. Obtain typical soil boring data for replacement sewer locations, as required. Two (2) borings of 10 feet each are estimated.
- 3. After approval by the City, the ENGINEER will prepare, type, and issue legal description of easements. The City will secure easements as necessary. A total of 26 easement documents are estimated.
- 4. Assistance in obtaining permit from Highway Department, Health Department, and any other state permits, if necessary, for sewer construction.

EXHIBIT A (Cont.)

C. Optional Design Services

Optional design services include the development of plan and profile sheets for an additional 2,000 linear feet of sewer that may be identified during the course of the project. These services would not be initiated without the approval of the City.

D. Bidding Assistance

For the purpose of the cost proposal, it is anticipated that two (2) construction contracts will be bid. The first contract bid shall include manhole rehabilitation while the second contract bid shall include sewer line construction and repairs. The following bidding assistance services are included for the contracts.

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

Item II. Resident Engineering

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

EXHIBIT A (Cont.)

A. Resident Engineering

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

10. Conduct an on-site review to determine if the projects are substantially complete and submit to the Contractor a list of observed items requiring completion or correction.
11. Conduct a final on-site review, in the company of the City and Contractor, to verify the projects are fully complete. Submit a recommendation for final acceptance of the projects to the City.
12. Provide the City with three (3) sets of black line prints of the record drawings.
13. Provide the City with a report that summarizes I/I sources that have been removed and listing of line segments and their attributes that have been added.
14. ENGINEER is not responsible for the means or sequences of the construction work or the implementation program for safety of the construction contractor and subcontractors and it will be stipulated as such in the contract documents.

EXHIBIT B

AUTHORIZATION PROGRESS AND COMPLETION

The City and ENGINEER agree that the project is planned to be completed according to the schedule below with anticipated Notice to Proceed in June 2002.

<u>Major Tasks</u>	<u>Completion Date</u>
Draft Manhole Rehabilitation Plans/Specifications	August 2002
Final Manhole Rehabilitation Plans/Specifications	September 2002
Draft Sewer Line Replacement/Repair Plans/Specifications	November 2002
Final Sewer Line Replacement/Repair Plans/Specifications	December 2002
Bidding and Award	
Manhole Rehabilitation	October 2002
Sewer Line Replacement/Repair	January 2003
Construction	
Manhole Rehabilitation	Spring 2003
Sewer Line Replacement/Repair	Summer 2003

The ENGINEER shall employ manpower and other resources and use professional skill and diligence to meet the schedule; however, he shall not be responsible for schedule delays resulting from conditions beyond his control. With mutual agreement, the City and the ENGINEER may modify the project schedule during the course of the project and if such modifications affect the ENGINEER's compensation, it shall be modified accordingly, subject to City Council approval.

For Special Services, the authorization by the City shall be in writing and shall include the definition of the services to be provided, the schedule for commencing and completing the services and the basis for compensation therefore, all as agreed upon by the City and ENGINEER in writing.

EXHIBIT C

SUMMARY OF COST

City of Fayetteville
Illinois River and White River Watersheds
(Basins I1, I2, I3, I4, I5, I11, I18, I19, and W27)
Sewer Improvements

Task Description	Unit Cost	Cost
Basic Engineering Design, Bidding and Resident Engineering Services		
I. Final Engineering Design		
A. Project Administration /Meetings	LS	\$ 20,836.00
B. Basic Design Services	LS	\$ 178,280.00
C. Bidding Assistance	LS	
1. Manhole Rehabilitation	LS	\$ 4,556.00
2. Sewer Line Rehabilitation	LS	\$ 9,112.00
II Resident Engineering		
A. Manhole Construction (800 hrs Resident Engineer assumed)	T&M	\$ 108,729.50
B. Sewer Line Construction / Repairs (860 hrs Resident Engineer assumed)	T&M	\$ 126,579.50
Total Basic Services		\$ 448,093.00
Special Services		
A. Survey	LS	\$ 61,969.95
B. Printing/Plotting/Computer Usage	LS	\$ 3,400.00
* C. Easements (\$315 per each, 26 assumed)	EA	\$ 8,190.00
D. Permits (\$330 per each, 20 assumed)	EA	\$ 6,600.00
Total Special Services		\$ 80,159.95
Optional Design Services		
A. Design of Additional Sewer Replacement (2,000 LF)	LS	\$ 20,400.00
Total Optional Services		\$ 20,400.00
Total Cost Not-to-Exceed		\$ 548,652.95

* Easement costs are based on preparation of six (6) permanent easements, ten (10) temporary construction easements, and ten (10) right-of-entry forms.

Table I

SUMMARY OF REPAIRS

Description	Quantity	Estimated Construction Cost (\$)
Sewer Rehabilitation/Replacement	14,741 LF	2,299,630
Sewer Manhole Rehabilitation	1,089 EA	1,032,910
Sewer Point Repairs	54 locations	<u>272,100</u>
Total		3,604,640

Table II

SUMMARY OF RECOMMENDED SEWER REHABILITATION

Line Segment		Length (lf)	Existing Diameter (in)	Replacement Diameter (in)	Estimated Construction Cost (\$)
Basin 01					
(01)0160	- (01)0159	295	6	8	41,300
(01)0161	- (01)0160	<u>290</u>	6	8	<u>40,600</u>
	Subtotal	585			81,900
Basin 02					
(02)0080	- (02)0078	301	12	12	48,160
(02)0146	- (02)0145	280	8	8	44,800
(02)0147	- (02)0146	208	6	8	33,280
(02)0149	- (02)0147	271	8	8	43,360
(02)0153	- (02)0146 ^{3/}	390	6	8	62,400
(02)0161	- (02)0160 ^{3/}	135	6	8	21,600
(02)0178	- (02)0172	342	6	8	54,720
(02)0179	- (02)0178	196	6	8	31,360
(02)0190	- (02)0189	292	6	8	46,720
(02)0213	- (02)0211	<u>300</u>	6	8	<u>48,000</u>
	Subtotal	2,715			434,400
Basin 03					
(03)0087	- (03)0077	135	6	8	21,600
(03)0098	- (03)0097	188	6	8	30,080
(03)0115A	- (03)00115	100	6	8	16,000
(03)0116	- (03)0115	318	6	8	50,880
(03)0123	- (03)0115A	60	6	8	9,600
(03)0124	- (03)0123	12	6	8	1,920
(03)0127	- (03)0124	130	6	8	20,800
(03)0128	- (03)0127	245	6	8	39,200

- 1/ Unable to dye flood defect due to lack of water source.
 2/ From City TV tapes.
 3/ Based on 1991 Study.
 4/ Adjacent segment.
 5/ Evaluate relocation during final design.

Table II (Cont.)

SUMMARY OF RECOMMENDED SEWER REHABILITATION

Line Segment	Length (lf)	Existing Diameter (in)	Replacement Diameter (in)	Estimated Construction Cost (\$)
<u>Basin 03 (Cont.)</u>				
(03)0140 - (03)0139	253	6	8	35,420
(03)0169 - (03)0072	95	10	10	15,200
(03)0170 - (03)0140	<u>35</u>	6	8	<u>3,150</u>
Subtotal	1,571			243,850
<u>Basin 04</u>				
(04)0004 - (04)0003	320	8	8	51,200
(04)0009 - (04)0008 ^{2/}	238	8	8	33,320
(04)0014 - (04)0013	307	8	8	42,980
(04)0017 - (04)0016 ^{3/}	186	6	6	26,040
(04)0018 - (04)0017 ^{3/}	254	6	6	35,560
(04)0019 - (04)0018	202	6	6	28,280
(04)0020 - (04)0019	54	6	8	7,560
(04)0021 - (04)0020	146	6	6	20,440
(04)0022 - (04)0021	90	6	8	12,600
(04)0024 - (04)0023	199	6	6	27,860
(04)0025 - (04)0024	62	6	8	9,920
(04)0029 - (04)0028	268	6	8	42,880
(04)0035A - (04)0035	22	6	8	3,520
(04)0052 - (04)0051	115	10	10	18,400
(04)0053 - (04)0052	55	10	10	8,800
(04)0082 - (04)0081	314	6	8	50,240
(04)0101 ^{2/} - (04)0100	154	6	8	24,640
(04)0102 ^{2/} - (04)0101	192	6	8	30,720
(04)0103 - (04)0102	18	6	8	2,880
(04)0104 - (04)0103	182	8	8	29,120
(04)0105 - (04)0104	<u>139</u>	6	8	<u>22,240</u>
Subtotal	3,517			529,200

Table II (Cont.)

SUMMARY OF RECOMMENDED SEWER REHABILITATION

Line Segment		Length (lf)	Existing Diameter (in)	Replacement Diameter (in)	Estimated Construction Cost (\$)
Basin 05					
(05)0107	- (05)0092 ⁴	55	6	8	8,800
(05)0118	- (05)0117	332	8	8	53,120
(05)0130	- (05)0129	345	6	8	55,200
(05)0146	- (05)0145	298	6	8	47,680
(05)0173	- (05)0174	306	6	8	48,960
(05)0183	- (05)0107	<u>314</u>	8	8	<u>50,240</u>
	Subtotal	1,650			264,000
Basin 11					
(11)0001	- (11)0173	65	10	12	10,400
(11)0002	- (11)0001	140	10	12	22,400
(11)0018A	- (11)0018	222	10	10	35,520
(11)0028	- (11)0027	310	10	10	43,400
(11)0048	- (11)0047	60	6	8	9,600
(11)0050	- (11)0049	220	6	8	35,200
(11)0054	- (11)0053	275	6	8	44,000
(11)0063	- (11)0062	297	8	8	47,520
(11)0070	- (11)0069	271	6	8	43,360
(11)0077	- (11)0076	355	8	8	56,800
(11)0090	- (11)0089	55	6	8	8,800
(11)0102	- (11)0101	300	6	8	48,000
(11)0120	- (11)0119	511	6	8	81,760
(11)0143	- (11)0142	291	6	8	46,560
(11)0156	- (11)0100	57	6	8	9,120
(11)0174	- (11)0010	<u>286</u>	6	8	<u>45,760</u>
	Subtotal	3,715			588,200
Basin 12					
(12)0158	- (12)0157	210	8	8	33,600
(12)0163	- (12)0153	<u>483</u>	8	8	<u>77,280</u>
	Subtotal	693			110,880

Table II (Cont.)

SUMMARY OF RECOMMENDED SEWER REHABILITATION

Line Segment	Length (lf)	Existing Diameter (in)	Replacement Diameter (in)	Estimated Construction Cost (\$)
<u>Mini System 27</u>				
(W27)0332A - (W27)0332	<u>295</u>	8	8	<u>47,200</u>
Subtotal	<u>295</u>			<u>47,200</u>
Total	14,741			2,299,630

- 1/ Unable to dye flood defect due to lack of water source.
- 2/ From City TV tapes.
- 3/ Based on 1991 Study.
- 4/ Adjacent segment.
- 5/ Evaluate relocation during final design.

STAFF REVIEW FORM

OUTDOOR MUSIC
C. 4. Page 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

FOR: COUNCIL MEETING OF July 2, 2002

MAYOR'S APPROVAL _____

FROM:

Don Marr
Name

Alderman

Division

Department

ACTION REQUIRED: An Ordinance Adding a Definition of "Outdoor Music Establishment" to Chapter 151 Definitions of the Unified Development Ordinance and Adding \$163.29 to the Unified Development Ordinance to Make an Outdoor Music Establishment a Conditional Use in Specified Zoning Districts

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager

Date

6/12/02

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

Date

CROSS REFERENCE

New Item: **Yes** No

Previous Ordinance/Resolution No.: _____

ORDINANCE NO. _____

AN ORDINANCE ADDING A DEFINITION OF "OUTDOOR MUSIC ESTABLISHMENT" TO CHAPTER 151 DEFINITIONS OF THE UNIFIED DEVELOPMENT ORDINANCE AND ADDING §163.29 TO THE UNIFIED DEVELOPMENT ORDINANCE TO MAKE AN OUTDOOR MUSIC ESTABLISHMENT A CONDITIONAL USE IN SPECIFIED ZONING DISTRICTS

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby adds the following definition of Outdoor Music Establishment to the Definitions Chapter (155) of the Unified Development Ordinance:

"Outdoor Music Establishment. Any business or establishment that has a garden, patio, rooftop or premises not wholly enclosed by solid walls and fully roofed in which amplified or loud music is played that could be audible at nearby residences or businesses."

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby adds §163.29 to the Unified Development Ordinance making Outdoor Music Establishments a Conditional Use where allowed:

"§163.29 Outdoor Music Establishments.

Outdoor Music Establishments shall not be allowed in any zoning district except C-2, C-3 and C-4, where they may be allowed as conditional uses subject to the following additional conditions:

A. Site Plan. A site plan showing the proposed location and size of the outdoor music area; location and direction of speakers; noise absorbing walls, structures or devices; proposed days and hours of operation of the outdoor music area; and measures proposed to lessen or eliminate any adverse affects upon nearby residences and businesses.

B. Planning Commission Review. In addition to all normal considerations for a conditional use, the Planning Commission may require noise

reducing measures and structures be incorporated into an outdoor music area, may limit the size, power, number and direction of speakers, and may limit the hours of outdoor music generation from the establishment.

C. Bond. The Planning Commission may require the owner or operator of the outdoor music establishment to post a bond up to \$1,000.00 which would be forfeited if the establishment or any band or person operating at such establishment is convicted of violating the **Fayetteville Noise Ordinance**. (\$96.04 of the Code of Fayetteville)."

PASSED and APPROVED this 2nd day of July, 2002.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

ORDINANCE NO. _____

AN ORDINANCE ADDING A DEFINITION OF "OUTDOOR MUSIC ESTABLISHMENT" TO CHAPTER 151 DEFINITIONS OF THE UNIFIED DEVELOPMENT ORDINANCE AND ADDING §163.30 TO THE UNIFIED DEVELOPMENT ORDINANCE TO MAKE AN OUTDOOR MUSIC ESTABLISHMENT A CONDITIONAL USE IN SPECIFIED ZONING DISTRICTS

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby adds the following definition of Outdoor Music Establishment to the Definitions Chapter (155) of the Unified Development Ordinance:

"Outdoor Music Establishment. Any business or establishment that has a garden, patio, rooftop or premises not wholly enclosed by solid walls and fully roofed in which amplified or loud music is played that could be audible at nearby residences or businesses."

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby adds §163.30 to the Unified Development Ordinance making Outdoor Music Establishments a Conditional Use where allowed:

"§163.30 Outdoor Music Establishments.

Outdoor Music Establishments not in operation prior to July 1, 2002, shall not be allowed in any zoning district except C-2, C-3 and C-4, where they may be allowed as conditional uses subject to the following additional conditions:

A. Site Plan. A site plan showing the proposed location and size of the outdoor music area; location and direction of speakers; noise absorbing walls, structures or devices; proposed days and hours of operation of the outdoor music area; and measures proposed to lessen or eliminate any adverse affects upon nearby residences and businesses.

B. Planning Commission Review. In addition to all normal considerations for a conditional use, the Planning Commission may require noise

reducing measures and structures be incorporated into an outdoor music area, may limit the size, power, number and direction of speakers, and may limit the hours of outdoor music generation from the establishment.

C. Bond. The Planning Commission may require the owner or operator of the outdoor music establishment to post a bond or letter of credit up to \$1,000.00 which would be forfeited or paid if the establishment or any band or person operating at such establishment is convicted of violating the Fayetteville Noise Ordinance (§96.04 of the Code of Fayetteville) within eighteen (18) months of the issuance of the bond or letter or credit. Violation of the Fayetteville Noise Ordinance may also constitute grounds for revocation of this Conditional Use to operate an Outdoor Music Establishment."

PASSED and APPROVED this 2nd day of July, 2002.

APPROVED:

By: _____

DRAFT
DAN COODY, Mayor

ATTEST:

By: _____

Heather Woodruff, City Clerk

**FINAL AGENDA
CITY COUNCIL • JULY 2, 2002**

A meeting of the Fayetteville City Council will be held on July 2, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.



NOMINATING COMMITTEE REPORT

A. CONSENT

1. APPROVAL OF THE MINUTES

2. GARVER ENGINEERS: A resolution awarding an engineering contract to Garver Engineers in the not-to-exceed amount of \$275,000 to provide engineering services for the accelerated waterline replacement project.

3. USINFRASTRUCTURE: A resolution awarding the engineering contract to the firm of USInfrastructure for engineering studies and recommendations for (1) the upper Hamstring Creek Basin and (2) the Shenandoah Trailer Park area. The contract price is not-to-exceed \$93,424; and approval of an engineering contract contingency in the amount of \$10,000.

4. AATC LEASE: A resolution approving a lease with Northwest Arkansas Aviation Technologies Center for an executive hangar located at 4248 South School.

B. OLD BUSINESS

1. VA 02-1.00: An ordinance approving vacation request VA 02-1.00 as submitted by Ken and Kathie Marvin for property located in Rochler Heights Subdivision. The request is to vacate the alley between Lots 8, 9, 10 and 11 of Block 5. The ordinance was left on the 1st reading at the June 18, 2002 meeting.

C. NEW BUSINESS

1. RZN 02-15.00: An ordinance approving rezoning request RZN 02-15.00 as submitted by Dave Jorgensen of behalf of Larry Gamott for property located north of Persimmon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential; and to accept the attached Bill of Assurance.

2. VA 02-4.00: An ordinance approving vacation request VA 02-4.00 as submitted by Henry Renegar for property located at 925 Rockwood Trail. The request is to vacate a 10' wide utility easement.

3. RJN GROUP: A resolution approving an engineering contract with RJN Group for sanitary sewer rehabilitation design for Illinois River Basins 1-5, 18 and 19 and White River minisystem 27 (Industrial Park). In the amount of \$648,653, and approval of a 5% contingency of \$27,433.

4. OUTDOOR MUSIC ESTABLISHMENT: An ordinance adding a definition of "Outdoor Music Establishment" to Chapter 151 Definitions of the Unified Development Ordinance and adding Section 163.30 to the Unified Development Ordinance to make an Outdoor Music Establishment a Conditional Use in specified zoning districts.

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FINAL AGENDA
CITY COUNCIL - JULY 2, 2002

A meeting of the Fayetteville City Council will be held on July 2, 2002 at 8:00 p.m. in Room 218 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.



NOMINATING COMMITTEE REPORT

A. CONSENT

1. APPROVAL OF THE MINUTES

2. GARVER ENGINEERS: A resolution awarding an engineering contract to Garver Engineers in the not-to-exceed amount of \$275,000 to provide engineering services for the accelerated wastewater replacement project.

3. USINFRASTRUCTURE: A resolution awarding the engineering contract to the firm of USInfrastructure for engineering studies and recommendations for (1) the upper hammering Creek Basin and (2) the Shenandoah Trailer Park area. The contract price is not-to-exceed \$83,424; and approval of an engineering contract contingency in the amount of \$10,000.

4. AATC LEASE: A resolution approving a lease with Northwest Arkansas Aviation Technologies Center for an executive hanger located at 4248 South School.

B. OLD BUSINESS

1. VA 02-1 00: An ordinance approving vacation request VA 02-1 00 as submitted by Ken and Kathie Martin for property located in Rocher Heights Subdivision. The request is to vacate the alley between Lots 8, 9, 10 and 11 of Block 5. The ordinance was left on the 1st reading at the June 18, 2002 meeting.

C. NEW BUSINESS

1. RZN 02-15 00: An ordinance approving rezoning request RZN 02-15 00 as submitted by Dave Jorgensen of behalf of Larry Garriott for property located north of Parhammon Street and west of 46th Street. The property is zoned A-1, Agricultural and contains approximately 57.82 acres. The request is to rezone to R-1, Low Density Residential, and to accept the attached Bill of Assurance.

2. VA 02-4 00: An ordinance approving vacation request VA 02-4 00 as submitted by Henry Renegar for property located at 925 Rockwood Trail. The request is to vacate a 10' wide utility easement.

3. RUN GROUP: A resolution approving an engineering contract with RUN Group for sanitary sewer rehabilitation design for Illinois River Basins 1-5, 18 and 19 and White River manystem 27 (Industrial Park), in the amount of \$548,653, and approval of a 5% contingency of \$27,433.

4. OUTDOOR MUSIC ESTABLISHMENT: An ordinance adding a definition of "Outdoor Music Establishment" to Chapter 151 Definitions of the Unified Development Ordinance and adding Section 163.30 to the Unified Development Ordinance to make an Outdoor Music Establishment a Conditional Use in specified zoning districts.