

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL JULY 16, 2002

A meeting of the Fayetteville City Council will be held on July 16, 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 MINUTES**
2. **LIBRARY:** A resolution approving amendments 11, 12, and 13 to the contract with Meyer, Scherer and Rockcastle LTD for items associated with the off-site improvements. Total cost is \$22,680.
3. **JOYCE & MUD CREEK TRAIL:** A resolution approving Change Order No. 1 in the amount of \$113,030 for waterline replacement to the construction contract with Jerry D. Sweetser for the projects entitled "Joyce Boulevard Trail and Eastern Mud Creek Trail Construction"; and approval of a 15% contingency in the amount of \$16,955.
4. **LAW ENFORCEMENT BLOCK GRANT:** A resolution approving the application for the 2002 Local Law Enforcement Block Grant in the amount of \$32,217.00. This grant requires a 10% match of \$3,580.00 for a total project of \$35,797.00. This grant will be used to purchase video equipment to be placed in patrol cars.
5. **BID 02-28:** A resolution awarding Bid 02-28 in the amount of \$59,950.00 plus \$3,154.00 tax from J.L. Shelton & Associates to provide power-assist, high density mobile shelving in the Property/Evidence Room at the Fayetteville Police Department and approval of a budget adjustment.
6. **BID 02-40:** A resolution awarding Bid 02-40 to Temple, Inc. in the amount of \$170,919 for LED Traffic Signal Lenses to replace all traffic lenses and 110 volt incandescent bulbs in Fayetteville.

7. **SALES TAX INFORMATION:** A resolution expressing support for amending the State Sales Tax laws to allow for sharing of detailed information with City's Chief Financial Officer. The information shared would be exempt from FOIA.
8. **BID 02-25:** A resolution awarding Bid 02-25 to Leeco, Inc.-Fire Equipment Sales for firefighters protective equipment and approval of a budget adjustment.
9. **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 Section 166.03 of the Unified Development Ordinance.
10. **WATER SERVICE AREA:** A resolution to modify the existing exclusive water service area line between Fayetteville and Springdale to transfer approximately 340 acres in the City of Johnson into Springdale's service area.

B. OLD 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. The ordinance was left on the first reading at the July 2, 2002 meeting.
2. **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. The ordinance was left on the first reading and sent to Ordinance Review Committee at the July 2, 2002 meeting.
3. **RZN 02-7.00:** An ordinance approving rezoning request RZN 02-7.00 as submitted by Lindsey and Associates on behalf of the Estate of Marie Frankie Hughes for property located west of Porter Road and north of Valley Drive. The property is zoned R-1, Low Density Residential and contains approximately 11.94 acres. The request is to rezone to RMF-12, Moderate Density Family Residential. The ordinance was tabled on the first reading at the May 7, 2002 meeting.

C. NEW BUSINESS

1. **SUPERIOR INDUSTRIES:** A resolution approving the grant agreement with the Arkansas Department of Economic Development for a parking lot expansion by Superior Industries and a sidewalk installation by Danaher Tools, Inc. and approval of a budget adjustment.
2. **RZ 93-50.00:** 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.
3. **RZN 02-14.00:** An ordinance approving the nullifying, revoking, and replacing Ordinance 4403 for property described in zoning petition RZN 02-14 for a parcel containing 3.12 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.
4. **PLANNING COMMISSION APPEAL:** An appeal of a Planning Commission decision regarding Preliminary Plat for Brookstone Subdivision.
5. **GARLAND AVE.:** A resolution approving a construction contract with ??? in the amount of \$??? for Garland Ave. (Maple to North St.) water and sewer relocation project, approval of a 15% project contingency in the amount of \$???; and approval of a budget adjustment. This project is necessitated due to the widening of Garland Ave. by the Arkansas Highway and Transportation Department.
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7. **HANGAR REHAB:** A resolution approving the construction contract with Marinoni Construction Co. in the amount of \$241,416.00 for hangar rehabilitation.

City Council July 16, 2002

*Alan Osterman
P.C.*

	<i>Roll</i>		<i>Nom. KS C-1</i>		
Young	✓		✓		
Marr	✓		✓		
Bechard	✓		✓		
Davis	✓		✓		
Santos	✓		✓		
Jordan	✓		✓		
Reynolds					
Thiel	✓		✓		
Coody	✓				

<i>Consent</i>	<i>LD BP.</i>				
* Young	✓				
Marr	✓				
Bechard	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds					
Thiel	✓				
Coody					

City Council July 16, 2002

22 nd 02-15-02					
Young					
Marr					
Bechard					
Davis	JH on 2nd				
Santos					
Jordan					
Reynolds					
Thiel					
Coody					

amend get music est. or.	cy to amend KS. and Amend - delete!				
Young	✓		*		
Marr	✓				
Bechard	✓				
Davis	✓	JH on 2nd			
Santos	✓				
Jordan	✓				
Reynolds					
Thiel	✓				
Coody					

City Council July 16, 2002

<i>RCN 02-7.00</i>	<i>✓</i>	<i>KS</i>	<i>BD</i>	<i>Pass</i>	
Young	✓	✓	✓	✓	
Marr	✓	✓	✓	✓	
Bechard	✓	✓	✓	✓	
Davis	✓	✓	✓	✓	
Santos	✓	✓	✓	✓	
Jordan	✓	✓	✓	✓	
Reynolds					
Thiel	✓	✓	✓	✓	
Coody					

<i>Superior</i>	<i>KS</i>				
<i>Introduction</i>	<i>BD</i>				
Young	✓				
Marr	✓				
Bechard	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds					
Thiel	✓				
Coody					

City Council July 16, 2002

^{2ND} RZ AB-50.00	^{2ND} KS LA	^{3RD} KS DM	PASS		
Young	✓	✓	✓		
Marr	✓	✓	✓		
Bechard	✓	✓	✓		
Davis	ABSTAIN.	A	A		
Santos	ABSTAIN ✓	✓	✓		
Jordan	✓	✓	✓		
Reynolds	AB				
Thiel	✓	✓	✓		
Coody					

^{2ND} RZ 2-14	^{2ND} BD DM	^{3RD} BD TB	PASS		
Young	✓	✓	✓		
Marr	✓	✓	✓		
Bechard	✓	✓	✓		
Davis	✓	✓	✓		
Santos	✓	✓	✓		
Jordan	✓	✓	✓		
Reynolds					
Thiel	✓	✓	✓		
Coody					

City Council July 16, 2002

*to grant
appeal.*

<i>PC appeal</i>	<i>KS DM</i>				
Young	✓				
Marr	✓				
Bechard	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds					
Thiel	✓				
Coody					

<i>Garland appeal</i>	<i>KS VA</i>				
Young	✓				
Marr	✓				
Bechard	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds					
Thiel	✓				
Coody					

City Council July 16, 2002

<i>Handker Reynolds</i>	<i>BD KS:</i>				
Young	✓				
Marr	✓				
Bechard	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds					
Thiel	✓				
Coody					

<i>Water Serv. Area.</i>	<i>KS lg full.</i>				
Young	✓				
Marr	✓				
Bechard	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds					
Thiel	✓				
Coody					

5-2-

*Adrian
9/15*

1/5

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3. **JOYCE & MUD CREEK TRAIL:** A resolution approving Change Order No. 1 in the amount of \$113,030 for waterline replacement to the construction contract with Jerry D. Sweetser for the projects entitled "Joyce Boulevard Trail and Eastern Mud Creek Trail Construction"; and approval of a 15% contingency in the amount of \$16,955.
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Revised 6/12/02

113 WEST MOUNTAIN 72701 479-521-7700
FAX 479-575-8257

7. **SALES TAX INFORMATION:** A resolution expressing support for amending the State Sales Tax laws to allow for sharing of detailed information with City's Chief Financial Officer. The information shared would be exempt from FOIA.

8. **BID 02-25:** A resolution awarding Bid 02-25 to Leeco, Inc.-Fire Equipment Sales for firefighters protective equipment and approval of a budget adjustment.

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10. **WATER SERVICE AREA:** A resolution to modify the existing exclusive water service area line between Fayetteville and Springdale to transfer approximately 340 acres in the City of Johnson into Springdale's service area.

*Carroll
from Council*

Heather New-Burner

B. OLD BUSINESS

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*Left on
7/2/02*

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Done

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Pass
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Pass
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Ray Smith

*approved
appeal granted*
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Pass
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Pass
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Indicates
7. ~~Project Supervisor~~

*approved
9:15*

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RAY SMITH

*approved
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[Signature]

[Signature]

*approved
9.15*

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THE CITY OF FAYETTEVILLE, ARKANSAS

**NOMINATING COMMITTEE REPORT
CITY COUNCIL MEETING
JULY 16, 2002**

PLANNING COMMISSION

Alan M. Ostner

One unexpired term ending 03/31/05

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

July 17, 2002

Alan M. Ostner
111 S. West Avenue
Fayetteville, AR 72701

Re: Planning Commission
One unexpired term ending 03/31/05

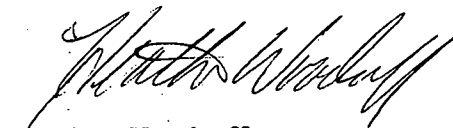
Dear Alan:

Please accept my heartiest congratulations on being appointed to the Planning Commission. I would also like to thank you for your commitment to serving our growing community.

Enclosed you will find a list of the Commission's current members. If you have any questions, please contact the City Clerk's office at 575-8323.

I wish you the best in all your endeavors.

Sincerely,



Heather Woodruff
City Clerk

STAFF REVIEW FORM

X AGENDA REQUEST
 X CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting of
 FROM:

7-16-02

Ray M. Boudreaux

Aviation & Economic Development

Airport

Name

Division

Department

ACTION REQUIRED:

Approval and signature of the Mayor for a construction contract w/ Marinoni Construction for Hangar Rehabilitation.

COST TO CITY:

\$ 241,416 / (6,842) grant revenue

\$ 186,317

Hangar Rehabilitation

Cost of this Request

Category/Project Budget

Category/Project Name

5550.3960.5400.00

37,267 / (18,633) grant revenue

Airport Capital Exp

Account Number

Funds Used to Date

Program Name

02074

149,050

Airport

Project Number

Remaining Balance

Fund

BUDGET REVIEW:

Budgeted Item

X

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

STAFF RECOMMENDATION:

Approval + award of contract

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

Date

Cross Reference

New Item:

Yes

No

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

STAFF REVIEW FORM

Page 2

Description: Hongan Rehab

Comments:
Budget Coordinator:

Reference Comments:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

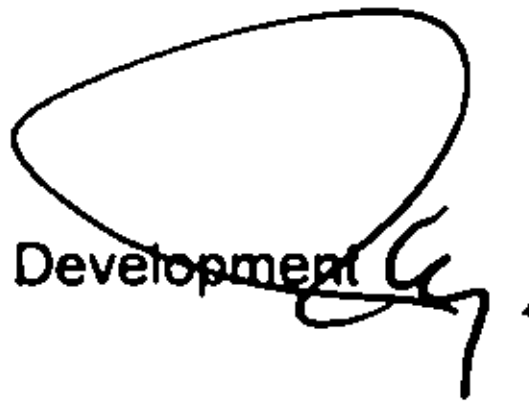
Internal Auditor:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
DAN COODY, MAYOR

MEMORANDUM

TO: Dan Coody, Mayor
City Council Members
THRU: Staff Review Committee
FROM: Ray M. Boudreaux, Director, Aviation and Economic Development
DATE: July 9, 2002
SUBJECT: Hangar Rehabilitation Project



Background: Attached please find the contract for the hangar rehab of the two ^{green} ~~blue~~ hangars that face South School. This project was originally awarded by the State Division of Aeronautics as a 50/50 grant April 11, 2001 (\$81,007/\$81,007). In order to comply with the City purchasing guidelines, an architect was hired and a design was completed for the project. Initial offering turned up one bidder, well over the budget. We revised the budget and the project and let the project a second time. The result is a project within the budget allowance. It is over the original estimate.

Purpose: To approve the award of the project to Marononi Construction Company, Inc. for \$241,416.00.

Budget Considerations: A budget amendment is attached. Funds are available.

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

Attachments: Staff Review Form
Grant Agreement

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

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

Budget Year 2002	Department: Aviation & Economic Development Division: Airport Program: Capital	Date Requested 07/09/2002	Adjustment #
----------------------------	---	-------------------------------------	--------------

Project or Item Requested: \$92,366 is requested in Building & Grounds Maintenance account for refurbishing two large hangars at Fayetteville Municipal Airport.	Project or Item Deleted: To recognize \$6,842 in additional State Grant Revenue and; to use \$85,524 from the Airfield Lighting Rehab capital project.
--	--

Justification of this Increase: The project will provide for refurbishing two large hangars extending the usable life and providing an attractive appearance.	Justification of this Decrease: The Arkansas will provide 50% of the project cost up to \$100,000. The Lighting Rehab project was completed in 2001. Sufficient budget remains to comply with City policy.
---	--

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Building & Grounds Maint	92,366	5550	3960	5400	00	02074	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
State Grants	6,842	5550	0955	6805	00		
Airfield Lighting Rehab	85,524	5550	3960	7820	25		

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

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the Ninth day of July in the year of Two thousand and two
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

and the Contractor:
(Name, address and other information)

John Marinoni Construction Co., Inc.
1142 N. Futrell Drive
Fayetteville, AR 72703

The Project is:
(Name and location)

Aircraft Hangar Rehabilitations
Fayetteville, Arkansas

The Architect is:
(Name, address and other information)

Er Boskus Lack Architects, P.A.
100 Greathouse Springs Road
Springdale, AR 72762

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

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OWNER-CONTRACTOR AGREEMENT

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

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

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

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

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 90 days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

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ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Forty-one Thousand Four Hundred and Sixteen Dollars (\$ 241,416.00), subject to additions and deductions as provided in the Contract Documents.

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

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

Deductive Alternate #1: Remove building insulation systems completely from project scope.

4.3 Unit prices, if any, are as follows:

Building Insulation \$1.50 S.F.

Retrofit Roof Sub Purlins \$ 0.20 S.F.

Roof Panels \$1.75 S.F.

Siding Panels \$3.50 S.F.

Liner Panels \$3.00 S.F.

Gutters/Downspouts \$10.00 L.F.

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

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

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



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

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

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

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

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

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

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ~~the full amount~~ Ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

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

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

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

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

5.2 FINAL PAYMENT

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

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

.2 a final Certificate for Payment has been issued by the Architect.

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

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ARTICLE 6 TERMINATION OR SUSPENSION

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

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

ARTICLE 7 MISCELLANEOUS PROVISIONS

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

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

(Insert rate of interest agreed upon, if any.)

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

7.3 The Owner's representative is:

(Name, address and other information)

James Nickelson or Ray Boudreaux
4500 S. School
Fayetteville, AR 72701

7.4 The Contractor's representative is:

(Name, address and other information)

John Marinoni
John Marinoni Construction Co., Inc.
1142 N. Futrell Drive
Fayetteville, AR 72703

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

7.6 Other provisions:



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ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated June 17, 2002, and are as follows:

Document	Title	Pages
00800	Supplementary General Conditions	00800-1 through 00800-9

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
<u>See attached Exhibit "A"</u>		

8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
<u>See attached Exhibit "B"</u>		

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
<u>No. 1</u>	<u>July 3, 2002</u>	<u>05</u>

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

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

Value Engineering - Letter Dated July 9, 2002 - Exhibit "C"



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

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OWNER-CONTRACTOR AGREEMENT

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

OWNER (Signature)

CONTRACTOR (Signature) CE0

7-9-02

(Printed name and title)

(Printed name and title)

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DOCUMENT 00003

TABLE OF CONTENTS

BIDDING REQUIREMENTS AND CONDITIONS OF THE CONTRACT

00030	Advertisements For Bids
00100	Instructions to Bidders (AIA Document A701)
00120	Supplementary Instructions to Bidders
00300	Bid Form
	Statement of Bidder's Qualifications
00520	Agreement Form
00600	Performance Bond
00610	Payment Bond
00700	General Conditions (AIA Document A201)
00800	Supplementary General Conditions
	Arkansas Prevailing Wage Rate Determination

DIVISION 1 - GENERAL REQUIREMENTS

01010	Summary of Work
01030	Alternates
01100	Alteration Procedures
01300	Submittals and Substitutions
01500	Construction Facilities and Temporary Controls

DIVISION 2 - SITE CONSTRUCTION

02070	Selective Demolition
02100	Site Preparation
02200	Earthwork
02710	Subdrainage Systems

DIVISION 3 - CONCRETE

03300	Cast-In-Place Concrete
-------	------------------------

DIVISION 4 - MASONRY

None In This Project

DIVISION 5 - METALS

05500 Metal Fabrication and Miscellaneous Metal Work

DIVISION 6 - WOODS AND PLASTIC

06100 Carpentry

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07180 Water Repellent Coating
07210 Insulation
07215 Building Insulation Systems
07900 Joint Sealants

DIVISION 8 - DOORS AND WINDOWS

08110 Steel Doors and Frames
08375 Hangar Door Repair
08410 Aluminum Entrances and Fixed Framing
08700 Hardware
08800 Glazing
08840 Polycarbonate Structured Sheet Glazing

DIVISION 9 - FINISHES

09900 Painting

DIVISION 10 - SPECIALITES

DIVISION 11 - EQUIPMENT

DIVISION 12 - FURNISHINGS

None In This Project

FAYETTEVILLE MUNICIPAL AIRPORT/DRAKE FIELD
AIRCRAFT HANGAR REHABILITATIONS
FAYETTEVILLE, ARKANSAS

00003-2

DIVISION 13 - SPECIAL CONSTRUCTION

13122	Metal Building Repair
13123	Retrofit Roof Subpurlins

DIVISION 14 - CONVEYING SYSTEMS

DIVISION 15 - MECHANICAL

DIVISION 16 - ELECTRICAL

None In This Project

END OF DOCUMENT

Exhibit "B"

Index of Drawings

Sheet No.	Title	Issue Date	Revision Date
T1.0	Title Sheet	6/17/02	-
SP.1	Site Plan and General Information	6/17/02	-
D1.1	Demolition Plan - Hangar #1	6/17/02	-
D1.2	Demolition Plan - Hangar #2	6/17/02	-
D2.1	Demolition Elevations - Hangar #1	6/17/02	-
D2.2	Demolition Elevations - Hangar #2	6/17/02	-
A1.1	Plan Hangar #1	6/17/02	-
A1.2	Plan Hangar #2	6/17/02	-
A2.1	Elevations Hangar #1	6/17/02	-
A2.2	Elevations Hangar #2	6/17/02	-
A3.1	Plan Details	6/17/02	-
A3.2	Canopy Details	6/17/02	-
A3.3	Canopy Details	6/17/02	-



1142 N. FUTRALL DRIVE
FAYETTEVILLE, ARKANSAS 72703

(501) 251-1316 251-1319 Fax

July 9, 2002

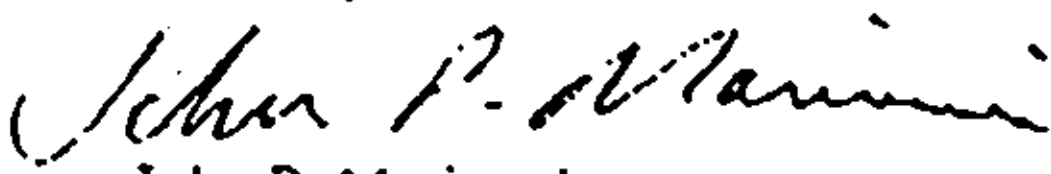
Miller Boskus Lack Architects, P.A.
Fax 443-7139

Re: Drake Field Aircraft Hanger Renovation Project

Dear Roger:

We offer a credit of \$3,300 for reducing the gauge of the wall panels, trim, gutters and downspouts from 22 gauge to 24 gauge.

Sincerely,


John P. Marinoni
CEO

STAFF REVIEW FORM

X AGENDA REQUEST
 X CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting of
 FROM:

7-16-02

Ray M. Boudreaux

Aviation & Economic Development

Airport

Name

Division

Department

ACTION REQUIRED:

Approval and signature of the Mayor for a construction contract w/ Marinoni Construction for Hangar Rehabilitation.

COST TO CITY:

\$ 241,416 / (6,842) grant revenue

\$ 186,317

Hangar Rehabilitation

Cost of this Request

Category/Project Budget

Category/Project Name

5550.3960.5400.00

37,267 / (18,633) grant revenue

Airport Capital Exp

Account Number

Funds Used to Date

Program Name

02074

149,050

Airport

Project Number

Remaining Balance

Fund

BUDGET REVIEW:

Budgeted Item

X

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

STAFF RECOMMENDATION:

Approval + award of contract

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

Date

Cross Reference

New Item:

Yes

No

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

STAFF REVIEW FORM

Page 2

Description:

Hangan Rehab

Comments:

Budget Coordinator:

Reference Comments:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

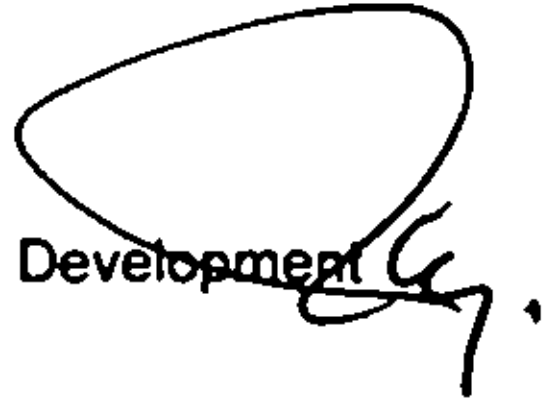
Internal Auditor:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
DAN COODY, MAYOR

MEMORANDUM

TO: Dan Coody, Mayor
City Council Members
THRU: Staff Review Committee
FROM: Ray M. Boudreaux, Director, Aviation and Economic Development
DATE: July 9, 2002
SUBJECT: Hangar Rehabilitation Project



Background: Attached please find the contract for the hangar rehab of the two ^{green} ~~blue~~ hangars that face South School. This project was originally awarded by the State Division of Aeronautics as a 50/50 grant April 11, 2001 (\$81,007/\$81,007). In order to comply with the City purchasing guidelines, an architect was hired and a design was completed for the project. Initial offering turned up one bidder, well over the budget. We revised the budget and the project and let the project a second time. The result is a project within the budget allowance. It is over the original estimate.

Purpose: To approve the award of the project to Marononi Construction Company, Inc. for \$241,416.00.

Budget Considerations: A budget amendment is attached. Funds are available.

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

Attachments: Staff Review Form
Grant Agreement

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

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

Budget Year 2002	Department: Aviation & Economic Development Division: Airport Program: Capital	Date Requested 07/09/2002	Adjustment #
----------------------------	---	-------------------------------------	--------------

Project or Item Requested:

\$92,366 is requested in Building & Grounds Maintenance account for refurbishing two large hangars at Fayetteville Municipal Airport.

Project or Item Deleted:

To recognize \$6,842 in additional State Grant Revenue and; to use \$85,524 from the Airfield Lighting Rehab capital project.

Justification of this Increase:

The project will provide for refurbishing two large hangars extending the usable life and providing an attractive appearance.

Justification of this Decrease:

The Arkansas will provide 50% of the project cost up to \$100,000.

The Lighting Rehab project was completed in 2001.

Sufficient budget remains to comply with City policy.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Building & Grounds Maint	92,366	5550	3960	5400	00	02074	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
State Grants	6,842	5550	0955	6805	00		
Airfield Lighting Rehab	85,524	5550	3960	7820	25		

Approval Signatures

Requested By	Date
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					

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where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the Ninth day of July in the year of Two thousand and two
(In words, indicate day, month and year)

BETWEEN the Owner :
(Name, address and other information)

City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

and the Contractor:
(Name, address and other information)

John Marinoni Construction Co., Inc.
1142 N. Futrell Drive
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(Name and location)

Aircraft Hangar Rehabilitations
Fayetteville, Arkansas

The Architect is:
(Name, address and other information)

Ter Boskus Lack Architects, P.A.
100 Greathouse Springs Road
Springdale, AR 72762

The Owner and Contractor agree as follows.

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ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 90 days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

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ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Forty-one Thousand Four Hundred and Sixteen Dollars (\$ 241,416.00), subject to additions and deductions as provided in the Contract Documents.

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

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

Deductive Alternate #1: Remove building insulation systems completely from project scope.

4.3 Unit prices, if any, are as follows:

Building Insulation \$1.50 S.F.

Retrofit Roof Sub Purlins \$ 0.20 S.F.

Roof Panels \$1.75 S.F.

Siding Panels \$3.50 S.F.

Liner Panels \$3.00 S.F.

Gutters/Downspouts \$10.00 L.F.

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

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

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



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

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

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

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

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

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

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the ~~full amount~~ Ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

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

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

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

5.2 FINAL PAYMENT

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

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

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

ARTICLE 6 TERMINATION OR SUSPENSION

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

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

ARTICLE 7 MISCELLANEOUS PROVISIONS

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

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

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

7.3 The Owner's representative is:
(Name, address and other information)
James Nickelson or Ray Boudreaux
4500 S. School
Fayetteville, AR 72701

7.4 The Contractor's representative is:
(Name, address and other information)
John Marinoni
John Marinoni Construction Co., Inc.
1142 N. Futrell Drive
Fayetteville, AR 72703

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

7.6 Other provisions:

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ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated June 17, 2002, and are as follows:

Document	Title	Pages
00800	Supplementary General Conditions	00800-1 through 00800-9

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
	See attached Exhibit "A"	

8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
	See attached Exhibit "B"	

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
No. 1	July 3, 2002	05

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

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

Value Engineering - Letter Dated July 9, 2002 - Exhibit "C"

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

OWNER (Signature)

CONTRACTOR (Signature) CEO

7-9-02

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(Printed name and title)

(Printed name and title)

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DOCUMENT 00003

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BIDDING REQUIREMENTS AND CONDITIONS OF THE CONTRACT

00030	Advertisements For Bids
00100	Instructions to Bidders (AIA Document A701)
00120	Supplementary Instructions to Bidders
00300	Bid Form
	Statement of Bidder's Qualifications
00520	Agreement Form
00600	Performance Bond
00610	Payment Bond
00700	General Conditions (AIA Document A201)
00800	Supplementary General Conditions
	Arkansas Prevailing Wage Rate Determination

DIVISION 1 - GENERAL REQUIREMENTS

01010	Summary of Work
01030	Alternates
01100	Alteration Procedures
01300	Submittals and Substitutions
01500	Construction Facilities and Temporary Controls

DIVISION 2 - SITE CONSTRUCTION

02070	Selective Demolition
02100	Site Preparation
02200	Earthwork
02710	Subdrainage Systems

DIVISION 3 - CONCRETE

03300	Cast-In-Place Concrete
-------	------------------------

DIVISION 4 - MASONRY

None In This Project

DIVISION 5 - METALS

05500 Metal Fabrication and Miscellaneous Metal Work

DIVISION 6 - WOODS AND PLASTIC

06100 Carpentry

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07180 Water Repellent Coating
07210 Insulation
07215 Building Insulation Systems
07900 Joint Sealants

DIVISION 8 - DOORS AND WINDOWS

08110 Steel Doors and Frames
08375 Hangar Door Repair
08410 Aluminum Entrances and Fixed Framing
08700 Hardware
08800 Glazing
08840 Polycarbonate Structured Sheet Glazing

DIVISION 9 - FINISHES

09900 Painting

DIVISION 10 - SPECIALITES

DIVISION 11 - EQUIPMENT

DIVISION 12 - FURNISHINGS

None In This Project

FAYETTEVILLE MUNICIPAL AIRPORT/DRAKE FIELD
AIRCRAFT HANGAR REHABILITATIONS
FAYETTEVILLE, ARKANSAS

DIVISION 13 - SPECIAL CONSTRUCTION

13122	Metal Building Repair
13123	Retrofit Roof Subpurlins

DIVISION 14 - CONVEYING SYSTEMS

DIVISION 15 - MECHANICAL

DIVISION 16 - ELECTRICAL

None In This Project

END OF DOCUMENT

FAYETTEVILLE MUNICIPAL AIRPORT/DRAKE FIELD
AIRCRAFT HANGAR REHABILITATIONS
FAYETTEVILLE, ARKANSAS

00003-3

Exhibit "B"

Index of Drawings

Sheet No.	Title	Issue Date	Revision Date
T1.0	Title Sheet	6/17/02	-
SP.1	Site Plan and General Information	6/17/02	-
D1.1	Demolition Plan - Hangar #1	6/17/02	-
D1.2	Demolition Plan - Hangar #2	6/17/02	-
D2.1	Demolition Elevations - Hangar #1	6/17/02	-
D2.2	Demolition Elevations - Hangar #2	6/17/02	-
A1.1	Plan Hangar #1	6/17/02	-
A1.2	Plan Hangar #2	6/17/02	-
A2.1	Elevations Hangar #1	6/17/02	-
A2.2	Elevations Hangar #2	6/17/02	-
A3.1	Plan Details	6/17/02	-
A3.2	Canopy Details	6/17/02	-
A3.3	Canopy Details	6/17/02	-

Exhibit "C"



1142 N. FUTRALL DRIVE
FAYETTEVILLE, ARKANSAS 72703

(501) 251-1316 251-1319 Fax

July 9, 2002

Miller Boskus Lack Architects, P.A.
Fax 443-7139

Re: Drake Field Aircraft Hanger Renovation Project

Dear Roger:

We offer a credit of \$3,300 for reducing the gauge of the wall panels, trim, gutters and downspouts from 22 gauge to 24 gauge.

Sincerely,

John P. Marinoni
CEO

**MINUTES OF A MEETING
OF THE
CITY COUNCIL
JUNE 18, 2002**

A meeting of the Fayetteville City Council was held on June 18, 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 Reynolds, Thiel, Young, Marr, Bechard, Davis, Jordan, City Attorney Kit Williams, City Clerk Heather Woodruff, Staff, Press, and Audience.

ABSENT: Alderman Santos.

CONSENT AGENDA:

APPROVAL OF MINUTES

APAC: A resolution awarding Bid 02-34 and approval of contract with APAC-Arkansas, Inc. McClinton Anchor, in the amount of \$22,190.00 plus a 10% project contingency of \$2,212.90 and \$500.00 for testing for a total cost of \$24,841.90.

RESOLUTION 93-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SOCCER UNIFORM: A resolution awarding Bid 02-27 to purchase soccer uniforms from Score Uniforms at an estimated amount of \$19,000.00 for the Fall Season and \$5000.00 for the Spring 2003 Season.

RESOLUTION 94-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK

CENTRAL EMS: A resolution approving the renewal of the contract with Central Emergency Medical Services, Inc.

RESOLUTION 95-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 02-35 A resolution awarding Bid 02-35 in the amount of \$70,200 to Industrial Maintenance Assistance for welding services.

RESOLUTION 96-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

OLD BUSINESS

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.

Mayor Coody asked if there was a need to want to leave this on the table.

Alderman Reynolds stated he had a call from this lady today and she is waiting on a deed to come in from Little Rock. She will be the owner of it and they have cleaned it up, but she promises that once the deed comes in that it is going to be a lot and the house is going to be demolished So we need to table this

Mayor Coody stated we have a motion to table this.

Mr. Williams asked if they wanted to table this until the second meeting in July .

Alderman Davis asked if we had and idea when the closing may take place.

Aldermen Reynolds stated that he thought we could the first meeting in August this would give her some time to get everything done.

Alderman Davis asked Hugh Earnest if he knew when the closing was to take place.

Mr. Earnest stated he did not but could certainly check on that. There is _____ on the property.

Alderman Young stated that closing on the property and then getting the building down if that is there intent might take a little longer then August 1.

Alderman Reynolds stated that they could look at it again in August. I think that the first week in August and then we can look at it again.

Alderman Reynolds moved to table the item until the first meeting in August. Alderman Thiel seconded. Upon roll call the motion carried unanimously.

THE ITEMS WAS TABLED UNTIL AUGUST.

PLANNING COMMISSION APPEAL: A resolution to appeal the Planning Commission Decision regarding LSD02-7.00 for property located at the southwest corner of Fletcher Avenue and Rodgers Drive. The item was tabled at the May 7, 2002 meeting.

Mr. Williams stated there were seven aldermen here tonight. There was an issue on whether or not this might require five or four affirmative votes to pass. He owned some property near this development, therefore, he did not feel he should make the decision.

He had asked the Assistant City Attorney, David Whitaker, to look at this independently. Mr. Whitaker would be taking his seat during this discussion.

Mayor Coody stated he was not going to make a vote on this item. This was his neighborhood association and he had property for sale near this development.

Mr. Rick Osburn stated this project came to them with a full recommendation of the Planning Staff. The Planning Commission voted against it, but at no point has the Planning Staff asked for anything that they had not received. They had complied with every law and regulation and demand. They were in full compliance with all City ordinances and State laws. This meets every standard that they had. They felt they were entitled to approval. They have voluntarily reduced the density. They could put twenty-four units on this. They have voluntarily reduced it to twelve and since, have reduced it to nine units. The Bill of Assurance is in the packet.

Ms. Patricia Mickelson, 214 Blackberry Lane, outside the Fayetteville city limits. She was representing Roots and Shots. They were youth and adults. They were committed to serving Fayetteville by preserving urban forest in a way that honors property rights. She stated she did not believe the plat was submitted in accordance with their regulations because there had been trees cut down before it was okay to cut down the trees. There was a court case that was supportive of the city council making a decision that is not rigidly in compliance with zoning laws, Alexander Trust vs. the City of Bentonville. She also believed the development would create or compound a dangerous traffic condition. She also expressed concern about people parking on the street.

Ms. Melissa Cathery, 824 E. Rodgers Drive, stated her main concern was traffic. The road was eight to ten feet wide. There was no parking there. On each side there was very deep ditches. Across the street from this was a grass hill. The hill was a very special place to her. She was afraid that there would be cars parked on it and it would be turned into a dump. It would be harder for her to ride her bike and walk her dog. She had seen a deer on the hill. If the development came to be, she feared she would not see that any more. She would like for this to be held off until they could get more proof on how the traffic was an issue. Already it was tight. Buses could not go up there. There was no way to turn around. She wondered how they would complete Center Street and make it go all the way to Fletcher.

Mr. Baker Sancmare, 48 N. Olive Avenue, stated he came to speak about the traffic and how it would be without the woods. There were a lot of animals and they would not be able to ride their bikes.

Ms. Holly Beard, 512 S. Locust Avenue, she presented a petition supporting the preservation of the urban forest located on Mt. Sequoyah. They opposed the development.

Mr. Jerry Jamesma, 900 Lighting Trail, stated he was the president of their association. The association was in opposition to this development. Many other people in their

community and neighborhood were also opposed to this development. Some for reasons of congestion, safety, and etc. It was not the development that they were opposed to. They would welcome a development. It was this particular development that they found objectionable. He urged them to uphold the Planning Commissions decision and to deny their request for approval.

Ms Win Dickenson, 1221 Rodgers, stated she would like to address the issue of the impact of the increased traffic on the safety of their children and families in the neighborhood. They had a lot of children that were school age in the neighborhood at this time the people who lived on Rodgers Drive did not let their children walk to the library or to school when other children their age did because of the current traffic on the street now. Her thought was that if they increased the traffic along that curve that it was going to be even more dangerous. With the current traffic, she drove her daughter to the bus stop on Fletcher because it was too dangerous with the work traffic in the morning and as fast as they were going around the curve. There was limited sight distance and by the time they see a pedestrian, there was not enough time to stop. There were no gutters. There were no sidewalks. There was not even a shoulder. They had to jump into the ditch. So all of us that lived in that area had modified the way they live because of the current traffic pattern. She could not even imagine how it would be with twenty-seven other cars. She urged them to deny the petition.

Mr. Jerry Havens, 809 Lighting Trail, stated he was concerned about the increase potential of serious traffic accidents in the vicinity of Lighting Trail, Oklahoma Way and Fletcher and Rodgers Drive. He believed it would result from the proposed development by Mr. Schmitt. The intersection was very complex because none of the four streets except Fletcher came into the intersection in the direction of the center of the intersection. Regardless of what direction they enter from or direction they depart in, they must execute a turn or a jog to negotiate the intersection. The complexity of the intersection is made more dangerous by the steep grades of the streets, particularly Oklahoma Way and Lighting Trail. The topo map showed two and ten feet elevation contour levels in the area. Both Oklahoma Way and Lighting Trail begin raising immediately from the intersection and both rise approximately fifty feet in the approximately three hundred and fifty feet to the next level ground. This was a grade of about fifteen percent. Which was a severe grade. It made it difficult to stop a vehicle under rain conditions and impossible to stop within any snow or ice cover. The topo features result in poor visibility of the intersection and the roads which lead into it. Lighting Trail right-of-way is thirty feet, but the street is only fifteen feet wide. The development is located adjacent to the intersection. In his opinion the addition of thirty or more vehicles all of which would have to enter and depart within the immediate vicinity of the intersection would seriously increase an existing traffic hazard, that he believed was unacceptable.

Ms. Jordan Sanemare, 48 N. Olive Avenue, stated the woods were a place that she had spent most of her childhood and it held special memories for her. She asked them to not approve the appeal.

Ms. Lisa Yaky, 1131 Heath Drive, stated an illustration of the area. They were very concerned about the traffic safety. This was a very small area. They had Fletcher, Summit, Oklahoma Way and Rodgers, and Lighting Trails. They had five roads coming into this small area and a drive way into a house. There was also a drive going into the park area. This park area was a very steep hill. Often coming around the corner to Fletcher you cannot see people coming down the hill on Oklahoma Way. The road was fifteen feet and seven inches. Two cars side by side go very slow. There was a very deep ditch on both sides. There was no where to go if there was a problem. In the winter time it was very serious, they very often have cars in ditches if it was slick. The road was barely able to handle what they have going on now.

Ms. Harriett Jansma, 900 Lighting Trail, stated there was a problem of over occupancy of rental dwellings. At the same time Mr. Schmitt was signing a legal agreement to avoid over occupancy of two dwellings at the corner of Maple and Olive. They were beginning to document on Lighting Trail what they considered to be a serious case of over occupancy of a dwelling that he owned at 921 Lighting Trail. That effort is on hold during summer months because the student tenants were away and would return in August. If they had a nine unit development with twenty-seven bed rooms and they had it in an R-2 zone. They could have up to four unrelated adults in those units, even though they have only three bedrooms each. If they were related they could have more, yet the plan was for thirty parking spaces. National statistics show that 1.3 parking spaces should be allow for each bedroom. They had the possibility of a serious case of overflow. It was very difficult to prove over occupancy and the city did not have the staff to help the citizens.

Cynthia Vanburger, 204 E. Meadow, stated she felt that this issue affected the broader community because she moved here and bought property her because of the green space on Sequoyah Mountain. This would open the way for further development. It could mean expanding streets and changing the whole face.

Al Vic, 514 E. Rock, stated he had been reading Planning Commission minutes from 2001. When people move into a neighborhood they expect something. When they move into a quite neighborhood they were going to expect a certain amount of quiet. Those were their property rights. They had children pleading with them not to do this.

Mr. John Sandeen, 1124 Rodgers Avenue, stated he had been talking about living across from Mr. Schmitt's development at Planning Commission and the problems he had there. There had been a lot of issues with his developments. His main concern was safety and where this project was proposed to be located. That whole area was known as a pedestrian area. Right now the roads could not even handle the traffic with pedestrians on the road. It was unsafe as it existed right now. School buses could not even make it up the hill. They had to drive their kids to school. The roads were considered unsafe for school buses. There were existing things leading to safety concerns. It did not make sense to build this project in this area. There were open ditches and culverts that were broken that needed to be repaired. There were no sidewalks up there. They could not

walk their kids safely around that area. He would drive a half a block and park at the park to get his kids out to walk around.

Mr. Mike Green, Texas Way, stated the Planning Commission had studied this development through all the evolution of the this development for approximately one year. They have looked at all of the arguments and deliberated on it for over a year and they came up with their decision to deny the LSD. He urged them to review their information. He urged them to base their decision not on fear of lawsuit, but on the impact to the neighborhood and impact to the city's infrastructure and safety in the neighborhood.

Ms. Ladonna Whiteside, 112 Fletcher Avenue, stated they lived right across the street from a multi family dwelling. They fought traffic just backing in and out of their driveway every day. People parked in the curve every weekend. It was college people. It caused excessive traffic. Another point she would like to make was that their property had been there since 1904 as well as many of those homes right on the curve. She presented photos of what the property looked like then.

Mr. Greg Henry, an area resident, stated he had invested in real estate and building in Fayetteville. He had talked to numerous men who have been developing in Fayetteville for years. All of them agreed with him that a relatively small group of emotional neighbors could keep someone like himself from their rights to develop. He was for this development.

Ms. Sharon Davidson, Rodgers Drive, expressed concerns about this developer.

Mr. Christopher Mickelson, Blackberry Lane, stated he did not like the new development near his house and hoped that this would work out better.

Miss Lee Ann Gottspon, 2408 Eastoaks Drive, stated her friend Melissa lived in this area. She did not believe it was a good idea to do all this stuff because it would bring in all this traffic. Traffic was not good because kids could not ride their bikes.

Mr. Rick Belt, 904 E. Rodgers, stated he was shocked to find that part of his neighborhood was zoned R-2, but he had felt more comfortable knowing that some of the lots did not have street frontage. He did not see any reason to extend Center Street. The Planning Commission regulation stated that topography could be used as an exception. The topography of the land did not lead itself easily to ingress and egress. There will be cars on the road when weather was not good and at other times. It was unsafe. Some of this development he questioned from the beginning. This will not fit with their neighborhood.

Mr. John Atkins, Southern Heights, stated the most important thing that he could think of was nine units on one acre did not fit the whole style of Mount Sequoyah. It was more of a historical district than a suburb. They had deer herd, road runners, and wild turkey. He asked why a person could not build one single family dwelling instead of nine units.

Mr. Bob Jordan, Ila Street, stated he was struck by the comparison with this meeting in May of 2000 and this one. At that meeting twenty-two people spoke against a project and one person spoke in favor of a project. That was a project about a few little trees.

Mr. Osburn stated some of the objects were hysteria driven. A lot of these units were going to rent for \$1,400 each. Not a lot of students could afford it. They could not discriminate against students. It was illegal. Mr. Schmitt had offered set of a covenants. Mr. Schmitt and Mr. Dandy had very right to cut those trees. At the time it was just a couple of lots just like any other subdivision in town. Zoning was not the issue tonight. The issue was an appeal of an LSD to which the Richardson Case directly applies. They had some discretion in zoning matters, but not in LSD appeals. Traffic, you all did a study, they were not satisfied so Mr. Dandy and Mr. Schmitt paid for a second study. Same result. It was safe. There was no problem. The development would not impact in the area sufficiently to have a dangerous affect. It would be safer after this development because they would have sidewalks in there. They were going to put in sidewalks. Their own staff had the studies. They both stated the same thing. That it was safe development and would fit within the area. There was no unit with four bedrooms. The most bedrooms in any unit was three. They would put it into a bill of assurance. Parking in the street. He did not know even how to address that. How many landlords in this city that controlled parking in the street. They will put in the lease clause that says no parking was allowed in the street. They had plenty of parking on site. There were garages and other parking areas on the land. How could they control someone parking in the street? The neighbors were not the experts. Your staff was the experts. Their own staff recommended in favor of this project. He read from the Richardson Case, "When development ordinance specify minimum standards to which preliminary plats must conform it was arbitrary as a matter of law to deny approval of the plat that meets these standards." They met every standard and every demand, every request. They have done every thing that they have been asked to do by the city. "City Council may not disregard their own regulations as set forth in the subdivision ordinances and substitute its discretion in lieu of fixed standards applying to cases similarly situated." "City Council is authorized and required to determine whether the subdivision plat presented is in compliance with particular subdivision regulations. Once compliance is had, no decretory power to disapprove the plat exist." Their own staff was telling them that this complied in every way. They had recommended approval.

Alderman Young asked how many units. He understood the number of buildings was nine. How many dwelling units in each unit?

Mr. Osburn stated there were nine units. They were nine condos with no more than three bedrooms each.

Alderman Young asked if each one was a three bedroom dwelling.

Mr. Osburn stated they were all three bedrooms. Nine units with three bedrooms each.

Alderman Davis asked what the duplexes would look like.

Mr. Osburn stated they would all look like what was presented. Some of the units were going to be hook together, but it would be the same façade on all on the units. They will put into the Bill of Assurance that there would be no more than three bedrooms per units.

Alderman Davis asked if he would be interested in reducing the number of units from nine to eight.

Mr. Osburn stated if he thought it would get it passed he would do it.

Alderman Thiel stated one of the main concerns was that other than the required parking spaces there was no off-street parking available for this complex for visitors or guests. It looked to her that people were going to be parking along the street. Not only did the staff state that was a concern, but she could see where that was a major concern because the street was so narrow. It was going to cause a traffic hazard in her opinion.

Mr. Osburn stated they had wanted to put more and were not allowed.

Mr. Tim Conklin stated the requirement was one parking space per bedroom, then they were allowed to have twenty percent over that. There were concerns with regard to working on the project for one year with the amount of paving. At one point they had showed thirty parking spaces. There were concerns from the Planning Commission and neighborhood with regard to parking. They looked at adding five more parking spaces on their site plan to accommodate those concerns. There was the ability to provide more parking on site, but it would reduce the amount of greenspace.

Alderman Thiel stated she would not be recommended that because it would cause more storm water run off below. She would not want to see any more paving. Maybe a reduction in bedrooms.

In response to questions, Mr. Whitaker stated he believed Mr. Osburn's characterization of Richardson Case was correct in that the discretion of the Planning Commission in adopting development was in adopting development code. The case stated that once it had been adopted it must then be enforced. If they made a factual finding that this development meets the requirements that were set forth in the ordinance their discretion ended and they must approve. It was a very clear case. Quoting, "to rule otherwise would suddenly objective requirements and instead substitute subjective thinking by individual member of a particular Planning Commission. This was never contemplated by the law."

Alderman Thiel stated she had received a memo from City Attorney stating they could specifically could deny an appeal if the proposed development would create or compound a dangerous traffic condition.

Mr. Whitaker stated that was one of the criteria. If they make a factual finding that the evidence presented to them shows that there would be a traffic problem created by this, then Number 4 in the ordinance concerning traffic would certainly be in order. The records must support such a finding. Merely naming a number and saying that's why they did it may not be enough. It needs to be tied to the evidence in the record.

Alderman Davis stated the city of Fayetteville had stated that they did not see that there was going to be a problem with the street with the additional units. Then there was an independent study that came up with the same conclusion.

Mr. Whitaker stated that was evidence that they should consider.

In response to questions regarding green space, Mr. Conklin stated they had spent a year working on their greenspace. They had started out with twelve units on the site. They modified that with twelve units on each lot for a total of twenty four units. They have come back now with two duplexes on the original submittal for Mr. Schmitt on his lot and a duplex and three single family homes on Mr. Dandy's lot for a total of nine dwelling units. What they see tonight was substantially more green space than what they had in the middle of this review. This had been reviewed by city staff and the planning commission. It did meet their ordinances. City staff did recommend approval.

Alderman Davis asked Alderman Marr to give them some insight on their decision when he served on the Planning Commission.

Alderman Marr asked on a traffic study, stated he was not comfortable relying solely on the study because there was some subjectivity to it. It talked about the number of trips per day, but it did not look at it by times of day. They could have a thousand trips on a local street road and the majority of that could happen during going to and from work. The conditions were very different from those numbers spread over a twenty-four hour time period. There was also the reality of the law of common sense and real world. When they drive and walk that road, he thought it was easy for someone who comes in to look at it and say that it could handle up to one thousand cars, but the law of common sense would say that it was substandard. It says that in this report. he did not know why he would vote for or approve a development that only made a substandard street only worst. The reality of this was that he did not think that this zoning was proper. He did not think it was an R-2 place. He did not think that this development was something he would feel comfortable voting for. He did not have a personal issue with Mr. Schmitt. There were topography issues that made this unsafe. This study did not look at time frames or seasons. It did not address other issues that were there that he thought were real issues. He also thought there was an infrastructure cost to the city. This piece of land did not have frontage to begin with. He will not vote for it.

Alderman Reynolds stated he did not believe Mount Sequoia had the infrastructure to support this project. He thought this project was going to be a danger to health and safety and welfare for everyone on the mountain.

Alderman Jordan stated this was a judgment call. When he saw twenty people come in from their neighborhood saying there was a problem, then there was something wrong. People had commented tonight that traffic conditions were a problem. The people who lived there knew what went on there. They knew what they were talking about. He knew the street was very narrow. If they parked cars out there, it was going to be a hazard.

Alderman Young stated this was a typical development that was drawn on a flat piece of paper. This was not a flat piece of land. One of the things that needed to be considered was that the Planning Commission had looked at all the facts and said no. Topography should be considered. The courts would look at all the laws. This was the city council. One of the things that city council was charged to do was to look out for the health safety and welfare of the community. Allowing a dense development would hinder those three requirements. The topo should prevent this development from going forward.

Alderman Bechard asked how long had this been zoned R-2?

Mr. Conklin replied since 1970.

Alderman Young moved to uphold the Planning Commission decision and to deny the LSD. Alderman Reynolds seconded. Upon roll call the motion passed by a vote of 6-1. Bechard voting nay.

LIBRARY BOARD: An ordinance recognizing that the FPL and its Board are, and have been, operating and functioning as a duly authorized municipal library in accord with the state and local laws.

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

Alderman Jordan 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 4402 AS RECORDED IN THE CITY CLERK'S OFFICE.

RZN 02-14.00: An ordinance approving rezoning request RZN 02-14/00 as submitted by Raymond Smith on behalf of John & Janet Kesner for property located at the northeast corner of Crossover (HWY 265) and East Zion Rd. The property is zoned A-1,

Agricultural and contains approximately 2.80 acres. The request is to rezone to R-O, Residential Office.

Mr. Williams read the ordinance.

Mr. Raymond Smith, representative, stated the Kesners were under a contract to purchase the property upon the condition that the property was rezoned. The plan was to construct and build a funeral home and a crematory.

Alderman Davis moved to suspend the rules and go to the second reading. Alderman Marr 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 and final reading. Alderman Reynolds 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 4403 AS RECORDED IN THE CITY CLERKS OFFICE.

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

Mr. Williams read the ordinance.

Mr. Ken Marvin, applicant, presented preliminary plans of what he wanted to do. The property had been purchased by his family in the 1950. It had been on the market for sale for the last twelve years. There was a proposed road that ran through their property. They want to do away with the alley and to add another duplex on lots 10 and 11. they did not want to put in the proposed roads. They did not have enough lots to do the cost of the road. It was not feasible for them to construct the road.

Alderman Davis stated with the run off from the current fourplex and the addition of units above that, what was his plan to divert the water from hitting the units below.

Mr. Marvin stated they were going to push it over into the field to the east and let it run down naturally.

Mr. Conklin stated staff would recommend not vacating the alley until they had some sort of agreement for large scale development. This was becoming a problem on infill, on

subdivisions that were not actually built and were just on paper. Mr. Marvin has on small piece of the platted subdivision out there. It made it difficult for staff to determine when they were going to start building streets. They had issued a building permit because the two lots combined together had street frontage on Rochier Street. They did not require him to build the street. The alley vacation was the because they would not issue any more building permits unless street frontage was built to the other property. The vacation would make the two properties into one. He was concerned when they were going to start building the streets and the infrastructure. He thought the only way they could address the issues was at Large Scale development.

Alderman Thiel stated she could not approve this without it going through large scale development.

Mr. Williams stated they could only address some of the issues at the Large Scale Development. He did not want to add it to the ordinance. It was an agreement they had to work out with the parishioner.

THE ORDINANCE WAS LEFT ON THE FIRST READING.

SENIOR CENTER: A resolution approving Change Order No. 2 to the contract with Harrison Davis Construction in the amount of \$33,664 for the Senior Center and granting additional time to the contractor and approval of a budget adjustment.

Mr. Ernest stated they were well over the time line. They were recommended a time adjustment of one hundred and four days and an additional \$33,600 for work that has been preformed. All of the time extension has been approved by the architect and city representatives. There will be further conversation between the staff and the contract on time. He would make sure that they received an adequate time line. The administrative responsibility will be transferred to the city.

Ms. Linball, stated the management to be going to the city and the council on aging would retain the contract.

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

RESOLUTION 98-02 AS RECORDED IN THE CITY CLERKS OFFICE.

TROLLEY SERVICE: A resolution to authorize the transfer of all of the city's trolley to Ozark Regional Transit in exchange for transportation services. b. A resolution to approve the purchase of \$70,000 worth of transportation service for Fayetteville citizens from Ozark Regional Transit and to approve a budget adjustment of \$70,000.

Mr. Williams stated there were two separate resolution.

Mr. Ernest stated the contract with Jones Transportation had been set up for six months. They had planned for an expanded service. A continuation of the south route with an expanded access to work program operated by Ozark Regional Transit. There would be changes in service and some misunderstanding, but it was their recommendation that this was in the best long term interest of the city.

Alderman Reynolds asked how the south route would be changed.

Mr. Phillip Humperty, Ozark Regional Transit, stated they were working with several non-profits in determining the routes. In their decisions they had talked about expanding a portion of the route in the southwest corner and expanding the service hours. They had received a grant from the FTA. The current route ended at 4:30. they were looking at starting earlier and working later. The second portion on was what they could provide better access on 71 corridor as well as the mall.

Mr. Jones, Jones Transportation, stated he had enjoyed running the trolley. The was still planning on running buses and limousines.

Alderman Jordan moved to approve the resolution to transfer the trolleys. Alderman Marr seconded. Upon roll call the motion carried unanimously.

RESOLUTIONS 99-02 AS RECORDED IN THE CITY CLERKS OFFICE.

Alderman Thiel moved to approve the resolution to authorize the expendature and approve the budget adjustment. Alderman Jordan seconded. Upon roll call the motion carried unanimously.

RESOLUTION 100-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

WARD BOUNDARIES: An ordinance modifying the boundaries of Ward 1 and Ward 2 of the City of Fayetteville after the 2000 Federal Census.

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

Alderman Marr 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 4404 AS RECORDED IN THE CITY CLERKS OFFICE.

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.

Mr. Ed Connell, Engineering, stated they had soil samples ran on the building. Three samples came back fine. On came back with problems. They needed to look at this deeper to see the full extent of the contamination. He would like for them to table the resolution until they came up with a plan to clean up the property.

Alderman Davis moved to table the item. Alderman Jordan seconded. Upon roll call the motion carried unanimously.

THE ITEM WAS TABLED.

The meeting adjourned at 9:45 p.m.

been retracted and the Prosecuting Attorney's office has apologized for the mistake."

WAYNE FORREST SCHOELLER
Rogers resident

However, Schoeller also said his work taught him that, sometimes, mistakes happen and that to err is human.

"I have been assured by my attorney, Mr. Don Donner, Fayetteville, that the bench warrant as been retracted and the Prosecuting Attorney's office has apologized for the mistake," Schoeller stated in an e-mail to the Morning News.

Schoeller formerly supervised people on probation through Rogers District Court and is accused of stealing money from fines, fees, court costs and restitution over a period of four years.

On Monday, Gartin had a court bailiff call Schoeller's name three times in the morning, after court started at 8:30 a.m. His name was put on a recall list. Shortly before court concluded at 10 a.m. Monday, Gartin again instructed the court bailiff to call Schoeller's name. Schoeller again did not answer, and Gartin from the bench said that Schoeller had failed to appear and a bench warrant would be issued.

Gartin was substituting as judge in another court on Tuesday evening and could not be reached for comment.

Deputy Prosecutor Chris Plumlee said he does not know the details of what happened in Schoeller's case and could not comment. The courthouse closes at 5 p.m. and court personnel could not be reached for comment.

Schoeller, 55, of Rogers must answer one charge of theft of property, a Class B felony punishable by five to 20 years in prison.

Schoeller has been free on citation since his March arrest.

Schoeller is accused of taking \$3,108 in fines, costs and restitution throughout four years. The money allegedly wasn't turned over to Rogers District Court or the Rogers Police Department, according to Special Agent Steve Coppinger of the Arkansas State Police.

Schoeller was affiliated with a private contract firm, Rogers Municipal Supervision, that handled the court's probation office. The probation office was closed in September when the theft investigation was launched.

Adolfo Rodriguez, 29, also was arrested in Killeen, Texas, on felony complaints of theft of property and computer fraud.

Rodriguez also worked for Rogers Municipal Supervision and allegedly stole money from the police fund and district-court fund as well.

Three of the home invaders were executed and Orndorff was within one hour of his own death when he received a shot, Townsend recalled.

The case dragged out for 15 years, but Orndorff never was put to death.

"It was a terrible, terrible, terrible thing what that family had to go through," Townsend said.

Catching and convicting murderers is not the end of it for the families of the victims, Townsend said.

Another of his memorable cases involved James Shaw, an Oklahoma prison escapee who was befriended and put up by an elderly couple in Monte Ne.

Shaw was convicted for having shotgunned the couple to death one day after having words with them, then stuffed their bodies down a cistern at the couple's home.

Townsend said he tracked Shaw for two years through five Oklahoma towns. He finally found the man, living under the name Jim Stone, on a horse ranch northwest of Oklahoma City.

Townsend said he believes he helped set a legal precedent for Arkansas in that case. A key witness was dying of brain cancer in Oklahoma City, and Townsend borrowed a videotape machine from Rogers police to tape the man's testimony.

ting Range

e's central facility.

The current site of the Workforce Development Institute first used Scheduled Truckways. VACC moved into the building during the mid-1990s when needed space for college-credit classes, leaving little space for work-force training.

Jack Shewmaker gave \$1 million toward the capital campaign building the center, and then he challenged Wal-Mart and Sam's Club associates to match his gift, if they did. Thus, the facility will bear the Wal-Mart mogul's name.

CITY OF FAYETTEVILLE ALDERMAN VACANCY

The City of Fayetteville is now accepting applications to fill the vacancy for Alderman, Ward 3.

The term will run from June 2002 through December 2002.

Qualifications:

Must be a qualified voter

Must reside within Ward 3 of the City of Fayetteville.

Applications will be accepted Monday, May 13 through Friday, May 24 at 5:00 p.m. Please contact Heather Woodruff, City Clerk, at 575-8323 for more information.

5/15

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of July 16, 2002

FROM:

Louise Schaper

Name

Library

Division

Urban Development

Department

ACTION REQUIRED: Approve Amendments 11, 12 and 13 to the contract with Meyer, Scherer & Rockcastle LTD for items associated with the off-site improvements. Total cost is \$22,680. Amendment 11 (\$650) is for assistance in obtaining the off-site drainage easement. Amendment 12 (\$17,400) is for work requested by the City Engineer (4/02) related to the design and construction observation for sewer and water line improvement along Mountain and Rock. Amendment 13 (\$4620) is for work requested by the City Engineer (4/02) for inspection/verification of road construction. See attachment for details.

COST TO CITY:

Up to \$22,680

Cost of this Request

\$ 19,331.604

Category/Project Budget

Services and Charges

Category/Project Name

4470-9470-5314-03

Account Number

\$ 18,643.979

Funds Used To Date

New Central Library

Program Name

99073

Project Number

\$ 687,625

Remaining Balance

Sales Tax Car. mk

Fund

BUDGET REVIEW:

☐ Budgeted Item☒ Budget Adjustment Attached[Signature]
Budget Coordinator

7-1-02

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marsha Farthing
Accounting Manager4/28/02
DateDanny Smith
Internal Auditor6/28/02
Date[Signature]
City Attorney_____
Date_____
ADA Coordinator_____
Date[Signature]
Purchasing Manager7-1-02
Date

STAFF RECOMMENDATION: Staff recommends approval.

Louise Schaper
Division Head6-27-02
DateCross Reference[Signature]
Department Director6-27-02
Date

New Item: Yes No

[Signature]
Administrative Services Director7/2/02
Date

Prev Ord/Res #:

[Signature]
Mayor7/3/02
Date

Orig Contract Date:

Consent
New Bus



DEPARTMENTAL CORRESPONDENCE

TO: Hugh Earnest
FROM: Louise Schaper, Library Director
DATE: June 26, 2002

SUBJECT: Amendments 11, 12 and 13 to contract with MS&R, LTD

Background

These three amendments are additional work related to off-site improvements. They are outlined below:

- **Amendment 11:** This amendment to the contract with Meyer, Scherer & Rockcastle, LTD is for City assistance in obtaining the proposed easement required for off-site drainage. It covers the work necessary to locate and stake out both sides of the easement at all turning points. The drainage easement is located on the west side of West Street. The property owners have agreed to donate the easement to the City of Fayetteville. The cost of this work is \$660.⁷⁴
- **Amendment 12:** On April 18, 2002 the City Engineer requested additional work related to the design and construction observation for sewer and water line improvement along Mountain Street adjacent to the Library site; and sewer improvement along Rock Street. Included are the design of the water and sewer improvement; meetings with the City during design and construction; the ADOH review fee; part-time construction observation; and verification of Contractor's Pay Request. The cost is \$16,500 plus reimbursable expenses of \$900.
- **Amendment 13:** On April 18, 2002 the City Engineer requested additional work related to construction observation services for the proposed roadway improvements to Mountain Street, West Avenue, and Rock Street bordering the library site in accordance with Section 7 of the Fayetteville Minimum Street Standards. This includes—but not limited to—the following: verification of on-site densities of subgrade, base material, and asphalt; verification of depth of materials prior to the subsequent construction; and verification of asphalt temperature prior to application and during the rolling process. The cost is \$4,620.

Current Status

This work is not in the original project scope or budget.

Recommendation

We recommend approving these amendments.

Budget Year 2002	Department: New Library Division: Program:	Date Requested July 1, 2002	Adjustment #
---------------------	--	--------------------------------	--------------

Project or Item Requested:
Additional funding is requested for Off-Site Improvements needed for the Library Project.

Project or Item Deleted:
None. Portions of Water & Sewer Cost Sharing , Miscellaneous Drainage Improvements and Street ROW, Intersection/Cost Sharing project funds are proposed for this adjustment.

Justification of this Increase:
The funding is needed for Off-site Drainage Easements, Design and Construction Observation Services in conjunction with Water & Sewer Line Improvements along Mountain and Rock streets, and Construction Observation and Inspection Services for the Street Construction associated with the project.

Justification of this Decrease:
These project funds are established to enable the City to participate with developers on infrastructure enhancements.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Professional Services	660	4470	9470	5314	03	99073	10
Professional Services	4,620	4470	9470	5314	03	99073	10
Professional Services	17,400	4470	9470	5314	03	99073	10

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Street Improvements	4,620	4470	9470	5809	00	02116	1
Drainage Improvements	660	4470	9470	5817	00	02108	1
Waterline Improvements	17,400	4470	9470	5808	00	02067	1

Approval Signatures

Requested By	Date
	7-1-02
Budget Manager	Date
Department Director	Date
	7/2/02
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 _____

2000 Edition - Electronic Format

AIA Document G606 - 2000

Amendment to the Professional Services Agreement

Amendment Number: 11

TO: Mr. Dan Coody, Mayor; and
Mr. Hugh Earnest, Director of Urban Development
(Owner's Representative)

In accordance with the Agreement dated: September 1st, 1999

between the Owner:
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

and the Architect:
Meyer, Scherer & Rockcastle, Ltd.
119 North Second Street
Minneapolis, MN 55401-1420

for the Project:
(Name and address)
A new central library facility, referred to as the Fayetteville Public Library, for the City of Fayetteville, Arkansas.

AUTHENTICATION OF THIS ELECTRONICALLY
DRAFTED AIA DOCUMENT MAY BE MADE BY USING
AIA DOCUMENT D401.

Authorization is requested

- (X) to proceed with Additional Services or a Change in Services.
- (X) to incur Additional Reimbursable Expenses.

As Follows:

As required to assist the City in obtaining the proposed easement required for off-site drainage, this proposal includes the work necessary to locate and stake out both sides of the easement at all turning points.



The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

The cost of this work shall be a stipulated sum of six hundred fifty dollars and zero cents (\$650.00), plus reimbursable expenses. *660.00 JS*

Time:

This work will be carried out in conjunction with current work.

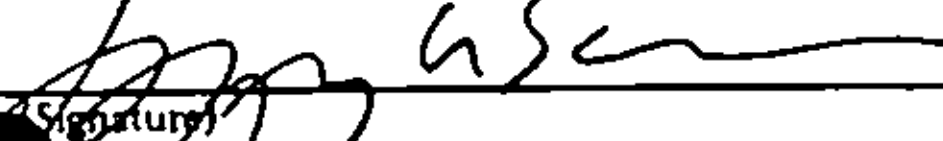
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AMENDMENT TO THE PROFESSIONAL
SERVICES AGREEMENT

The American Institute of Architects
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Washington, D.C. 20006-5292

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Electronic Format G606 - 2000

SUBMITTED BY:



Jeffrey A. Scherer, FAIA - Vice-president

(Printed name and title)

16 May 2002

(Date)

AGREED TO:

(Signature)

(Printed name and title)

(Date)

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AMENDMENT TO THE PROFESSIONAL
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Amendment to the Professional Services Agreement

TO: Mr. Dan Coody, Mayor; and
Mr. Hugh Earnest, Director of Urban Development
(Owner's Representative)

Amendment Number: 12

In accordance with the Agreement dated: September 1st, 1999

between the Owner:
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

and the Architect:
Meyer, Scherer & Rockcastle, Ltd.
119 North Second Street
Minneapolis, MN 55401-1420

for the Project:
(Name and address)
A new central library facility, referred to as the Fayetteville Public Library, for the City of Fayetteville, Arkansas.

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Authorization is requested

- (X) to proceed with Additional Services or a Change in Services.
- (X) to incur Additional Reimbursable Expenses.

As Follows:

As requested by the City Engineer on April 18th, 2002, the following proposal shall include work related to the design and construction observation for sewer and water line improvement along Mountain Street adjacent to the Library site; and sewer improvements along Rock Street. Included are the design of the water and sewer improvement; meetings with the City during design and construction; the ADOH review fee; part-time construction observation; and verification of Contractor's Pay Request.

The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

The cost of this work shall be a stipulated sum of sixteen thousand five hundred dollars and zero cents (\$16,500.00). Reimbursable expenses shall be in addition and are estimated at nine hundred dollars and zero cents (\$900.00).

Time:



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SUBMITTED BY:

AGREED TO:

(Signature)

(Signature)

Jeffrey A. Scherer, FAIA - Vice-president

(Printed name and title)

(Printed name and title)

16 May 2002

(Date)

(Date)

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between the Owner:
City of Fayetteville
113 West Mountain Street
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and the Architect:
Meyer, Scherer & Rockcastle, Ltd.
119 North Second Street
Minneapolis, MN 55401-1420

for the Project:
(Name and address)
A new central library facility, referred to as the Fayetteville Public Library, for the City of
Fayetteville, Arkansas.

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Authorization is requested

- (X) to proceed with Additional Services or a Change in Services.
() to incur Additional Reimbursable Expenses.

As Follows:

As requested by the City Engineer on April 18th, 2002, the following proposal includes work related to construction observation services for the proposed roadway improvements to Mountain Street, West Avenue, and Rock Street bordering the library site in accordance with Section 7 of the Fayetteville Minimum Street Standards. This includes - but not limited to - the following: verification of on-site densities of subgrade, base material, and asphalt; verification of depth of materials prior to the subsequent construction; and verification of asphalt temperature prior to application and during the rolling process.



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The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

The cost of this work shall be a stipulated sum of four thousand six hundred twenty dollars and zero cents (\$4,620.00).

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Time:

This work will be carried out in conjunction with current work.

SUBMITTED BY:

AGREED TO:

(Signature)

Jeffrey A. Scherer, FAIA - Vice-president

(Printed name and title)

16 May 2002

(Date)

(Signature)

(Printed name and title)

(Date)

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STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting of July 16, 2002

FROM:

Sid Norbash
Name

Engineering
Division

Public Works
Department

ACTION REQUIRED: Approval of Change Order #1 in the amount of \$113,030 for water line replacement to the *Construction Contract* with Jerry D. Sweetser, Inc. for the projects entitled "Joyce Boulevard Trail & Eastern Mud Creek Trail Construction". Also, approval of a 15% contingency in the amount of \$16,955.

COST TO CITY:

\$ 129,985
Cost of this Request

\$ 1,500,000
Category/Project Budget

Accelerated Water Main Replacement
Category/Project Name

5400-5600-5808-00
Account Number

\$ 275,000
Funds Used To Date

Water & Sewer Improvements
Program Name

02125-20
Project Number

\$ 1,225,000
Remaining Balance

Water & Sewer
Fund

BUDGET REVIEW:

X Budgeted Item

 Budget Adjustment Attached (to be furnished)

[Signature]
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

[Signature]
Accounting Manager

7/1/02
Date

[Signature]
Internal Auditor

7/1/02
Date

[Signature]
City Attorney

7/2/02
Date

ADA Coordinator

Date

[Signature]
Purchasing Officer

7/2/02
Date

STAFF RECOMMENDATION: Approval of the action items listed above.

[Signature]
Division Head

07-01-02
Date

Cross Reference

[Signature]
Department Director

07-02-02
Date

New Item: Yes No X

[Signature]
Administrative Services Director

7/2/02
Date

Prev Ord/Res #: 140-01

[Signature]
Mayor

7/3/02
Date

Orig Contract Date: 10-16-2001

Consent
11/10/02

Orig Contract Number: 01-24
816

STAFF REVIEW FORM

Description Joyce Boulevard Trail & Eastern Mud Creek Trail Construction

Meeting Date July 16, 2002

Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Reference Comments:

DEPARTMENTAL CORRESPONDENCE

To: Dan Coody, Mayor

Thru: Greg Boettcher, Public Works Director
Jim Beavers, City Engineer *JB*

From: Sid Norbash, Staff Engineer *SN*

Date: June 27, 2002

Re: **Joyce Boulevard Trail**
Change Order #1 to the Construction Contract with Jerry D. Sweetser, Inc.

Change of Scope:

Replace approximately 1200 feet of 8" ductile iron pipe (DIP) and 600 feet of 6" DIP waterline with 8" and 6" PVC waterline.

Background:

The above referenced project is a Capital Improvement Project which is currently under construction.

The purpose of this project is to construct a ten (10) foot wide concrete trail along the norther side of Joyce Blvd. from the end of the existing trail at the Joyce Blvd. Post Office, easterly to Old Missouri Road (approx. 1750 feet).

During the design of this trail project, the replacement of waterlines was not planned due to the lack of available funding, even though an existing 8" ductile iron waterline exists under the proposed trail location. Since City Council has now approved funding to accelerate water main replacement, it is in the best interest of protecting our capital improvement by replacing the 8" DIP line with PVC and to install the new replacement line in the green space between the back of curb and the concrete trail. The City also owns a 6" DIP waterline which feeds off of the 8" DIP and runs north approximately 600 feet into a medical office complex. This line also has experienced an unacceptable number of water leaks.

Since the Contractor has already mobilized on-site and is scheduled to remove & dispose of existing sidewalk which is currently covering the existing waterline and is also scheduled to perform minor excavation work for the construction of the proposed trail, the City should experience a 10 to 15% savings in construction costs and be able to expedite the waterline replacement without expensive delays to the current trail construction contract.

Mayor Coody
Page 2

Recommendations:

The Staff recommends approval of Change Order #1 to the existing contract with Jerry D. Sweetser, Inc. in the amount of \$113,030.00 and approval of a 15% contingency in the amount of \$16,955.00.

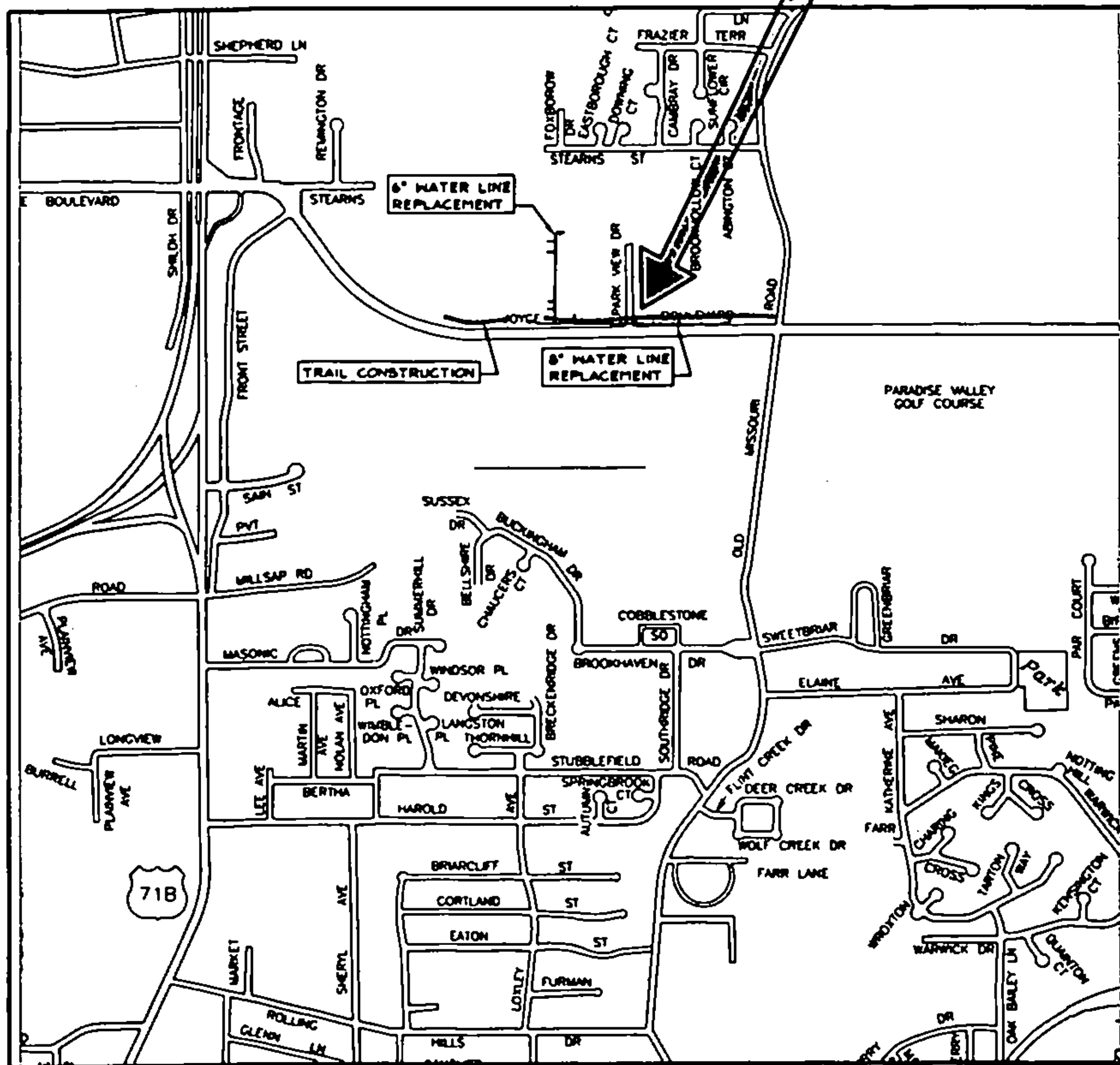
Funding:

Replacement of the subject water mains should be funded by the \$1.5M approved by City Council for Accelerated Water Main Replacement (Resolution #78-02).

SN/sn

Attachments: Negotiated Unit Price Proposal
Project Vicinity Map
Change Order No. 1 Form

PROJECT LOCATION



CHANGE ORDER #1

 CITY ENGINEERING DEPARTMENT FAYETTEVILLE, ARKANSAS				
JOYCE BOULEVARD TRAIL				
VICINITY MAP				
DESIGNED BY: JPO	CHECKED BY:	REVISED:	DATE: 6/02	SHEET NO: 1/1
SIGNED: _____			P.L.M.D. _____	

CHANGE ORDER NO. 1

Project Title: Joyce Blvd. Trail & Eastern Mud Creek Trail Const.

Project No. 99081-20 Contract No. 01-24 Contract Date 10-16-2001

Contractor: Jerry D. Sweetser, Inc.

The following change is hereby made to the contract documents:
Project "A" - Joyce Blvd. Trail: A unit price adjustment schedule
for a total sum of \$113,030.00 (see attachment) for the replacement
of existing 8" & 6" waterlines.

Addition of:

Items #1 thru #19 as shown in attachment.

Justification:

Since City Council has now approved funding to accelerate water
main replacement, it is in the best interest of protecting our
capital improvement by replacing the leaky 8" DIP & 6" DIP lines
with PVC.

Original Contract Price:

\$358,996.68

As adjusted by previous changes:

\$ -0-

This C.O. will increase the contract by:

\$113,030.00

The new contract price will be:

\$472,026.68

CHANGE TO CONTRACT TIME:

There will be an addition of -45- calendar days to the contract
time, and the date for completion of all work under the contract
shall be adjusted accordingly.

APPROVALS REQUIRED

To be effective this change order must be approved by the Owner if
it changes the scope or objective of the project, or as may
otherwise be required under the terms of the General Conditions of
the Contract.

Requested by _____

Date _____

Approved by Contractor [Signature]

Date 10/1/02

Approved by Mayor _____

Date _____

✓ WILLIAM G. SWEETSER

JOYCE BLVD. WATERLINE REPLACEMENT
Change Order #1BID #01-24
City of Fayetteville

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Temp. Blow-off & Test Assembly	LS	1	\$800.00	\$800.00
2	Excavation Safety	LS	1	\$1,200.00	\$1,200.00
3	8" PVC Waterline	LF	1,175	\$27.00	\$31,725.00
4	6" PVC Waterline	LF	576	\$24.00	\$13,824.00
5	4" PVC Waterline	LF	50	\$21.00	\$1,050.00
6	8" Tapping Valve & Sleeve w/ Valve Box	EA	2	\$2,200.00	\$4,400.00
7	8" Gate Valve w/ Valve Box	EA	5	\$960.00	\$4,800.00
8	6" Gate Valve w/ Valve Box	EA	1	\$790.00	\$790.00
9	4" Gate Valve w/ Valve Box	EA	1	\$650.00	\$650.00
10	Compact Mech. Joint Ductile Iron Fittings	LB	2,102	\$4.00	\$8,408.00
11	Fire Hydrant Assembly, includes 6" Gate Valve w/ Valve Box	EA	5	\$1,950.00	\$9,750.00
12	2" Service Line Connections w/ Valve Box	EA	6	\$800.00	\$4,800.00
13	Reconnect Service Line to New Water Main	EA	4	\$750.00	\$3,000.00
14	Remove Temp. Asphalt Patch & Replace w/ Concrete	SY	20	\$65.00	\$1,300.00
15	Class 7 Base under D/W, Streets & Parking Lots	TN	260	\$14.00	\$3,640.00
16	Concrete Driveway (6") Repair	SY	475	\$36.00	\$17,100.00
17	Concrete Curb and Gutter	LF	30	\$25.00	\$750.00
18	Sod	SY	500	\$3.50	\$1,750.00
19	Performance, Payment & Maintenance Bonds	LS	1	\$3,293.00	\$3,293.00
Subtotal Construction Costs					\$113,038.00

JERRY D. SWEETSER, INC.

By:

William G. Sweetser

Date:

PRESIDENT

Title

the Fayetteville City Council meeting of July 16, 2001

Page 1

STAFF REVIEW FORM

Description Local Law Enforcement Block Grant Application Meeting Date July 16, 2002

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Internal Auditor

ADA Coordinator

Grants Coordinator

DEPARTMENTAL CORRESPONDENCE

TO: Dan Coody, Mayor
FROM: *PHH/CP*
Rick Hoyt, Chief of Police
DATE: June 21, 2002
RE: Apply for the 2002 Local Law Enforcement Block Grant

Attached is copy of the application for the 2001 Local Law Enforcement Block Grant (LLEBG) in the amount of \$32,217.00. This grant requires a 10% match or \$3,580.00 for a total project of \$35,797.00. These matching funds will be pledged from the General Fund Police Department Minor Equipment Account. The City of Fayetteville has been receiving block grants since 1987 these grants are calculated based upon population and UCR statistics.

This grant will be used to purchase video equipment to be placed in patrol cars. The Department has eleven cars assigned to patrol with two supervisor vehicles. This video equipment increases officer safety and effectiveness. If you need further information or have any questions, please give me a call.

Budget Year 2002	Department: Police Division: Program:	Date Requested June 21, 2002	Adjustment #
---------------------	---	---------------------------------	--------------

Project or Item Requested:
Authorization to establish a Law Enforcement Block Grant Trust Fund and establish funding to purchase video equipment for Police units is requested.

Project or Item Deleted:
None. Grant revenue and transfer from General Fund is proposed for this item.

Justification of this Increase:
The City is applying for a federal grant to fund the purchase of video equipment.

Justification of this Decrease:

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Minor Equipment	35,797		
Public Notification	100		

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Transfer from General Fund	3,680		
Grant Revenue	32,217		

Approval Signatures

Requested By [Signature] Date 6/21/02
 Budget Manager [Signature] Date 6-21-02
 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 _____

**FY 2002 Local Law Enforcement Block Grants Program**
Fayetteville City, AR[Application](#) [Award](#) [RFD](#) [Grant Changes](#) [Reports](#) [Correspondence](#)[Switch to ...](#) **Grant Handbook****Overview**[Overview](#)[CEO Information](#)[Program Contact
Information](#)[Certifications](#)[Award and Match](#)[Submit Application](#)[Decline Funds](#)[Help/Frequently Asked
Questions](#)[LLEBG Home](#)[Log-Off](#)

Please use the above tabs to navigate through the grant process. The Application tab allows you to complete all of the steps required to submit your FY 2002 Local Law Enforcement Block Grants (LLEBG) application. You can navigate through this section by either clicking on the steps listed on the left-hand side of the page, or by clicking on the navigation buttons provided at the bottom of each page.

Only the Chief Executive Officer (CEO) of the jurisdiction, or the officially designated program contact, may apply for funding under the LLEBG Program. If you are not the CEO of your jurisdiction, or the officially designated program contact, then please cancel the application process. Otherwise, continue with the FY 2002 application process by clicking on the **Continue** button below.

If your jurisdiction chooses to decline FY 2002 funding, please click on the Decline Funds button to the left.

Please use appropriate uppercase and lowercase letters throughout the application process. The information will appear exactly as you type it throughout the entire FY 2002 process

The [LLEBG Fact Sheet](#) provides a comprehensive overview of the Program.





FY 2002 Local Law Enforcement Block Grants Program
Fayetteville City, AR



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Grant Handbook

CEO Information

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Please provide or update information about the Chief Executive Officer (CEO) of your jurisdiction (i.e., Mayor, City Manager, County Commissioner, etc.). Use appropriate uppercase and lowercase letters throughout this application.

Fayetteville City, Arkansas has at least one accepted award for a different fiscal year. Changing the CEO information will cause a Grant Adjustment Notice (GAN) to be generated for the other grant(s). This GAN will be created upon approval by BJA.

*Title	Mayor		
*Prefix	Mr.	☒	
*First Name	Dan		
*Last Name	Coody		
*Address Line 1	113 W. Mountain St.		
Address Line 2			
*City	Fayetteville		
State	Arkansas		
*Zip Code	72701	-	0113 Need help for ZIP+4?
*Phone	(501) 575-8330 Format: 999-999-9999		
Extension			
Fax	(501) 575-8256 Format: 999-999-9999		
*E-mail	lbroyles@ci.fayetteville		
*Is the person currently completing this application the CEO?			☐ Yes ☒ No

Save and Continue

**FY 2002 Local Law Enforcement Block Grants Program**
Fayetteville City, ARBlock Grant
A. 4. Page 7[Application](#) [Award](#) [RFD](#) [Grant Changes](#) [Reports](#) [Correspondence](#)[Switch to ...](#)**Grant Handbook****Program Contact Information**[Overview](#)[CEO Information](#)[Program Contact
Information](#)[Certifications](#)[Award and Match](#)[Submit Application](#)[Decline Funds](#)[Help/Frequently Asked
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The Program Contact person is the individual officially designated by the CEO to serve as the day-to-day contact on all program related matters, including completing this application, and can answer all program related questions from BJA. As the officially designated Program Contact, this individual has the ability to bind the jurisdiction to all terms and conditions related to this grant.

Only public officials have the ability to bind the jurisdiction legally to the terms of the LLEBG Program. A CEO may not delegate this responsibility to a non-public official or a public official outside his/her jurisdiction. A jurisdiction may use whatever assistance it deems appropriate to gather needed information for the completion of the LLEBG on-line application and payment acceptance processes; however, it may delegate only to a public official within the applicant jurisdiction the responsibility for actually completing the on-line processes. Any applying jurisdiction violating these requirements will be subject to formal action, including nullification of the FY 2002 LLEBG application as well as eligibility for the future LLEBG funding cycles.

Fayetteville City, AR has at least one accepted award for a different fiscal year. Changing the Program Contact information will automatically update this information for all of your active LLEBG grants. No GAN will be issued to document this change.

*Title	Financial Analyst
*Prefix	Mrs. ☒
*First Name	Judy
*Last Name	Cohea
*Address Line 1	P.O. Box 1988
Address Line 2	
*City	Fayetteville
State	Arkansas
*Zip Code	72702 - 1988 Need help for ZIP+4?
*Phone	501-587-3510 Format: 999-999-9999
Extension	
Fax	501-587-3522 Format: 999-999-9999
*E-mail	cohea@fpd.city.fay.ar.i

[Save and Continue](#)



FY 2002 Local Law Enforcement Block Grants Program
Fayetteville City, AR



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[Trust Fund Requirement](#)

[PSOHB Requirement](#)

[SPOC Review](#)

[SAA Review](#)

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The LLEBG Trust Fund Requirement

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All direct LLEBG recipients and State subrecipients must establish a **trust fund** in which to deposit LLEBG Program funding. The trust fund may or may not be an interest bearing account. Regardless of the type of account selected, the trust fund must protect the principal. The trust fund must be established by the the recipient jurisdiction, not by the implementing agency/ies. For example, in the case of a city award, the city manager or mayor's office must establish the trust fund, not the police department. In some jurisdictions, the term "Special Revenue Fund" may denote the same attributes as the definition for trust fund under the LLEBG Program.

An LLEBG recipient's trust fund must include the following four features:

1. The fund may earn interest, but any earned interest must be used for program purposes. The trust fund does not have to be an interest bearing fund.
2. The recipient must be able to account for the Federal award amount.
3. The recipient must be able to account for the local match amount.
4. The recipient must be able to account for any interest earned.

☒ I have read the above requirement.

[Save and Continue](#)

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**FY 2002 Local Law Enforcement Block Grants Program**
Fayetteville City, AR[Application](#) [Award](#) [RFD](#) [Grant Changes](#) [Reports](#) [Correspondence](#)[Switch to ...](#) **Grant Handbook****Award and Match**[Overview](#)

The following is the summary information for the total amount of LLEBG funds for which you are applying:

[CEO Information](#)[Program Contact Information](#)[Certifications](#)[Award and Match](#)[Submit Application](#)[Decline Funds](#)[Help/Frequently Asked Questions](#)[LLEBG Home](#)[Log-Off](#)**Eligible Award Amount**

Your jurisdiction's Eligible Award Amount, **not** including PSOHB compliance status, is reflected in this figure.

\$35,797**Final Award Amount**

The Final Award Amount shown below includes the adjustments to your eligible award amount due to the PSOHB compliance status of your jurisdiction. (Final Award Amount = 0.9 * Eligible Award Amount)

\$32,217**Match Amount**

The LLEBG Program requires a 10 percent cash match, calculated as one-ninth of the Final Award Amount, with no waiver provision (except for American Samoa, Guam, Northern Mariana Islands, and U.S. Virgin Islands). Federal funds may not exceed 90 percent of total program costs. Your match amount has been automatically calculated based on the Final Award Amount.

\$3,580**Matching Funds Code****M1-State and Local Government Units** **Save and Continue**

NOTE: You must select "Yes" below and click on the "Save and Continue" button at the bottom of the page before closing this window.

PUBLIC SAFETY OFFICERS' HEALTH BENEFITS (PSOHB) PROVISION

The provision states that a unit of local government (NOT the implementing agency) must provide the same or better level of health insurance benefits to a public safety officer who retires or is separated from service, as a direct or proximate result of a personal injury sustained in the line of duty while responding to a hot pursuit or emergency situation, as the officer was receiving while on active duty.

A public safety officer is an individual serving a public agency in an official capacity (with or without compensation) as a:

- Law Enforcement officer⁽¹⁾
- Firefighter
- Rescue squad or ambulance crew member

If a unit of local government is not in compliance with this provision, it is still eligible for funding from BJA, but will forfeit 10 percent of the eligible amount.

Criteria for Compliance

To be in compliance, a unit of local government must:

1. Use the definitions provided for public safety officer, law enforcement officer, firefighter and public agency as defined by section 1204 of title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended.
2. Use State statutory law, or, in the absence of State law, use State case law, local law, or have established written policy for defining "injury suffered as a direct result of a personal injury sustained in the line of duty while responding to an emergency situation or hot pursuit." State law definitions of the terms "emergency situation" and "hot pursuit" must be used.
3. Have an established written procedure or process for reviewing cases of injuries suffered in the line of
4. Be able, upon request, to document that the same or better level of health insurance benefits as received while on duty is paid at the time of retirement or separation due to an injury suffered as the direct and proximate result of a personal injury sustained in the line of duty while responding to an emergency situation or hot pursuit.

⁽¹⁾ Section 1204(5) of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, defines a law enforcement officer as "an individual involved in crime and juvenile delinquency control or reduction, or enforcement of the laws, but not limited, to police, corrections, probation, parole and judicial officers."

If you do not understand this provision, call the GMS Hotline at 1-888-549-9901, option 4. If you do understand, please click "Yes" below.

☒ Yes, I have read and understand the above PSOHB Compliance requirements.

Save and Continue

**FY 2002 Local Law Enforcement Block Grants Program**
Fayetteville City, AR[Application](#) [Award](#) [RFD](#) [Grant Changes](#) [Reports](#) [Correspondence](#)[Switch to ...](#) **[Grant Handbook](#)**[Trust Fund Requirement](#)[PSOHB Requirement](#)[SPOC Review](#)[SAA Review](#)[Overview](#)**PSOHB Compliance**[CEO Information](#)

Please follow these steps to complete this screen:

[Program Contact
Information](#)

1. Open and review the [Compliance](#) requirements of the Public Safety Officers' Health Benefits (PSOHB) Provision.
2. Is your jurisdiction in compliance with the PSHOB Provision?

[Certifications](#)Yes ☐ No ☒[Award and Match](#)[Submit Application](#)[Decline Funds](#)

By answering "YES" you certify that your jurisdiction, NOT the implementing agency, provides the same or better level of health insurance benefits to a public safety officer who retires or is separated from service, as a direct or proximate result of personal injury sustained in the line of duty while responding to a hot pursuit or emergency situation, as the officer was receiving while on active duty.

[Help/Frequently Asked
Questions](#)[Save and Continue](#)[Go Back](#)[LLEBG Home](#)[Log-Off](#)



FY 2002 Local Law Enforcement Block Grants Program
Fayetteville City, AR



[Application](#) [Award](#) [RFD](#) [Grant Changes](#) [Reports](#) [Correspondence](#)

Switch to ...

Grant Handbook

[Trust Fund Requirement](#)

[PSOHB Requirement](#)

[SPOC Review](#)

[SAA Review](#)

[Overview](#)

Single Point of Contact Review

[CEO Information](#)

If a Block Grants Program has been selected for review under Executive Order 12372, "Intergovernmental Review of Federal Programs," then the applicant is required to submit a copy of its application to the State Point of Contact (SPOC).

[Program Contact Information](#)

[Click here](#) for a list of all State SPOCs. If your State is not listed, then you are not required to send a copy of your application to a SPOC.

[Certifications](#)

[Award and Match](#)

Each applicant must check the box below:

[Submit Application](#)

☒ If my jurisdiction has a SPOC, then I will send or fax a copy of our application to our SPOC. Documentation supporting this action will be maintained on-site and will be available for review upon request.

[Decline Funds](#)

At the end of the application process you will be given an opportunity to print a formal copy of your application.

[Help/Frequently Asked Questions](#)

[Save and Continue](#)

[Go Back](#)

[LLEBG Home](#)

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FY 2002 Local Law Enforcement Block Grants Program
Fayetteville City, AR



[Application](#) [Award](#) [RFD](#) [Grant Changes](#) [Reports](#) [Correspondence](#)

Switch to ...

Grant Handbook

[Trust Fund Requirement](#)

[PSOHB Requirement](#)

[SPOC Review](#)

[SAA Review](#)

[Overview](#)

State Administrative Agency Review

[CEO Information](#)

Eligible units of local government must submit a copy of their application to the designated State Administrative Agency (SAA).

[Program Contact Information](#)

[Click here](#) for a list of State Administrative Agencies.

[Certifications](#)

☒ My jurisdiction will send a copy of our application to our State Administrative Agency. Documentation supporting this action will be maintained on-site and will be available for review upon request.

[Award and Match](#)

[Submit Application](#)

At the end of the application process you will be given an opportunity to print a formal copy of your application.

[Decline Funds](#)

[Save and Continue](#)

[Go Back](#)

[Help/Frequently Asked Questions](#)

[LLEBG Home](#)

[Log-Off](#)

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

the Fayetteville City Council meeting of

FROM:

Rick Hoyt Police Police
Name Division Department

ACTION REQUIRED: Accept bid in the amount of \$59,950 plus \$3,154 tax from J.L. Shelton & Associates and approve a budget adjustment of \$9,200.00. This bid will provide power-assist, high density mobile shelving in the Property/Evidence Room at the Fayetteville Police Department.

Bid # 12-28

COST TO CITY:

\$63,104.00	\$54,000.00	Evidence Storage Improvements
Cost of this Request	Category/Project Budget	Category/Project Name
4470-94705801.00	56.00	Capital Improvements
Account Number	Funds Used To Date	Program Name
02024	\$53,944.00	Sales Tax Capital Improvement
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ☒ Budgeted Item ☒ Budget Adjustment Attached

[Signature] 6/21/02
Budget Manager Administrative Services Director

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

<i>Maisha Farthing</i> Accounting Manager	<i>6/21/02</i> Date	<i>Nancy Smith</i> Internal Auditor	<i>6/21/02</i> Date
<i>D. J. Whitte</i> City Attorney	<i>6/21/02</i> Date	ADA Coordinator	Date
Purchasing Officer	Date	Grants Coordinator	Date

STAFF RECOMMENDATION: City Council accept bid from J. L. Shelton for \$59,950.00 and approve a budget adjustment in the amount of \$9,200.00

Edmund R. Roberts 6/21/02
Division Head Date

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

6/21/02
Date
6/21/02
Date

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

STAFF REVIEW FORM

Description Award bid Power-assist, mobile shelving Meeting Date July 16,2002

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Internal Auditor

ADA Coordinator

Grants Coordinator

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody and Members of the Fayetteville City Council
FROM: *RHME* Rick Hoyt, Chief of Police
DATE: June 20, 2002
SUBJECT: Award bid for Power-Assist, High Density Mobile Shelving System and Approve Budget Adjustment

Bid number 02-28 to purchase a power-assist, high-density mobile shelving system to replace the stationary shelving in the Property/Evidence Room at the Fayetteville Police Department was opened on April 30, 2002. This new shelving system will dramatically increase the shelving space. This bid was advertised in the Northwest Arkansas Times and one bidder met all specifications.

The award is recommended to go to J.L. Shelton & Associates. The cost of the new shelving system is \$59,950 plus tax of \$3,154 for a total of \$63,104. This project is included in the Sales Tax Capital Improvement fund and was budgeted at 54,000.00 and a budget adjustment in the amount of \$9,104.00 is attached.

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year 2002	Department: Police Division: Support Services Program: Sales Tax Capital Improvement	Date Requested 06/20/2002	Adjustment #
---------------------	--	------------------------------	--------------

Project or Item Requested: Additional funds to support the Power-assist, high density mobile shelving project for the Property/Evidence Room.	Project or Item Deleted: None
--	--------------------------------------

Justification of this Increase: This project was increased to include the supply room. This will allow the department to better maintain the necessary items for the newly developed quartermaster system.	Justification of this Decrease: All phases of the radio project are under contract and these funds remain available.
---	---

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number
Fixed Assets	9,200	4470	9470	5801	00	02024

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number
Fixed Assets	9,200	4470	9470	5801	00	99019

Approval Signatures	
	6/21/02
Requested By	Date
	6-21-02
Budget Manager	Date
Department Director	Date
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only	
Type:	A B C <u>D</u> E
Date of Approval	
Posted to General Ledger	
Posted to Project Accounting	
Entered in Category Log	

DESCRIPTION: MOBILE SHELVING SYSTEM

BIDDER	ITEM ONE
ADVANCED FILING ***	\$39,999.99
SHELTON & ASSOCIATES	\$59,950.00
ASSOCIATED OFFICE SYSTEMS	NO BID BOND
S W SOLUTIONS	NO BID BOND

***VENDOR DOES NOT MEET SPECIFICATIONS THEREFORE BID REJECTED

Certified by P Vice
P Vice Purch Mgr

Witness E Williams

4/30/02
Date

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.:

Date:

P.O. Number:

Expected Delivery

Vendor #:

Vendor Name:

J L Shelton and Associates

Mail:

Yes No XX

Address:

P.O. Box 1644

FOB Point:

Taxable:

Yes XX No

City:

Fayetteville

State:

AR

Zip:

72702

Ship To Code:

21

Requester:

J. Cohea

*Requester's Employee#:

75

Extension:

510

Director Head Approval:

[Signature]

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/Subproject Number:	Inventory #
1	shelving, power assist bid # 02-28	1	Job	\$59,950.00	\$59,950.00	4470-9470-5801.00	02024	
2		0		\$0.00	\$0.00			
3		0		\$0.00	\$0.00			
4		0		\$0.00	\$0.00			
5		0		\$0.00	\$0.00			
6		0		\$0.00	\$0.00			
7		0		\$0.00	\$0.00			
8					\$0.00			
9					\$0.00			
10					\$0.00			
11					\$0.00			
	SHIPPING/HANDLING							

Special Instructions:

Subtotal: \$59,950.00

Tax: \$3,154.00

TOTAL: \$63,104.00

Approvals:

(checking office use only)

Mayor:

Department Director:

Purchasing Manager:

Admin. Services Director:

Budget Coordinator:

Data Processing Mgr:

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of July 16, 2002

FROM:

Perry Franklin Traffic Public Works
Name Division Department

ACTION REQUIRED:

Approval of Bid# 02-40 for LED Traffic Signal Lenses to replace all 110volt bulbs and lenses which will save \$40,000 - \$50,000 annually in utility costs.

COST TO CITY:

<u>\$ 170,919</u>	<u>\$ 174,000</u>	<u>LED Traffic Signals</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>4470-9470-5890.00</u>	<u>0</u>	<u>Transportation Imp</u>
Account Number	Funds Used To Date	Program Name
<u>02026</u>	<u>\$ 174,000</u>	<u>Sales Tax Capital</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

[Signature] [Signature]
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 award of Bid# 02-40 for LED traffic signal lenses to Temple Inc.

[Signature] 7/1/02
Division Head Date

[Signature] 7/1/02
Department Director Date

[Signature] 7/1/02
Administrative Services Director Date

[Signature] 7/1/02
Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract Date: _____

STAFF REVIEW FORM

Description _____ Meeting Date _____

Comments:
Budget Coordinator

Reference Comments:

Accounting Manager

City Attorney

Purchasing Officer

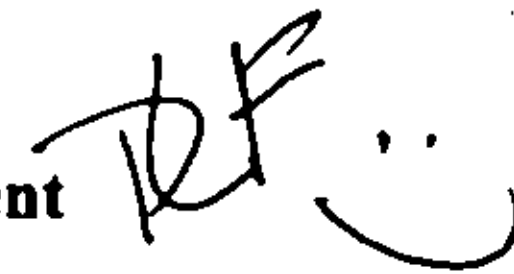
ADA Coordinator

Internal Auditor

DEPARTMENTAL CORRESPONDENCE

TO: Mrs. Peggy Vice, Purchasing Officer

FROM: Mr. Perry Franklin, Traffic Division Superintendent



DATE: June 28, 2002

SUBJECT: Recommendation for Bid# 02 – 40 (LED Traffic Signal Lenses)

Invitations to Bid LED Traffic Signal Lenses were sent to the following vendors who supply the three major brands of LED Traffic Signal Lenses:

TEMPLE, INC. (GELCORE LED)

PINKLEY SALES COMPANY (COOPER LED)

H & H INDUSTRIES (ACT ONE LED)

Per Bid Tabulation Sheet dated June 28, 2002, Temple Inc. was the only vendor submitting a bid. I have been testing their equipment and I am confident it will perform as required in the specifications. I recommend **Bid# 02 - 40** for LED Traffic Signal Lenses to replace all traffic lenses and 110 volt incandescent bulbs in Fayetteville be awarded to Temple Inc. of Decatur, Alabama. Temple Inc. submitted a total bid of \$170,919. We have \$174,000 for this traffic signal improvement project in the Sales Tax Capital Improvements Fund Account# 4470-9470-5890-00 (Project # 02026). We have been testing these LED products for six months and are experiencing a least an 80% reduction in power consumption. These LED lenses should save at least \$40,000 - \$50,000 per year in the Traffic Division utility costs. I may need a minor budget adjustment at the end of this first year to cover some of the utility cost not saved if we experience a delay in getting all of the LED signals installed.

If you need any further information regarding this recommendation, please feel free to call me.

Thanks!

PLF/plf

**CITY OF FAYETTEVILLE, AR
113 W. MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS 72701**

TABULATION OF BIDS

TABULATION OF BIDS

PROJECT	DESCRIPTION	F.O.B.	DATE OPENED
	LED Traffic Signals		6/28/02 11:00 AM

BID NO.	PROJECT NO.	ITEM	ITEM	ITEM	ITEM	ITEM
02-90						

[illegible]

UNIT JOURNAL	Quesada
COST	

[illegible][illegible][illegible]

ADDRESS:	57
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	CAL:	0067
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BIDDER	UNIT/QUANTITY
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[illegible]

EXP.	COST

[illegible]

	COST		

					EX.
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BIDDER:	UNIT/CLANT				

[illegible]

ADDRESS	EXT.	POST

[illegible]

1900	0001	0001
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[illegible][illegible][illegible][illegible][illegible]

OLD AMERICAN COUNTRY:

• • • • •

! ! ! ! !

ITEM _____ TO _____ P.O. # _____ DATE _____
 RECEIVED BY _____

8

90

70

60

50

40

30

20

10

0

	DATE	TIME	REMARKS
16	10	P.M.	

ITEM _____ TO _____ P.O.# _____
PURCHASING OFFICE _____

100

[illegible]

1

Temple, Inc.

P.O. Box 2066

Decatur, Alabama 35602-2066

Phone 1-800-633-3221

Fax (205) 353-4578

*Serving the South Since 1954!*

City of Fayetteville, AR

RE: LED Signal Bid # 02-04

DATE
June 21, 2002
TERMS
NET 30
DELIVERY
30 Days
SALESMAN
Jim Rhodes

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by Temple, Inc. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by Temple, Inc. before final acceptance. Freight will be prepaid and allowed unless otherwise noted on this quotation.

Quantity	Description	Price	Amount
600	12" Red RX-11-40 DR6-RTFB-20A-40	\$57.17	\$34,304.35
600	12" Yellow RX-9 DR6-YTFB-23A	\$66.03	\$39,619.57
550	12" Green RX-11 DR6-GCFB-20A-40	\$119.57	\$65,780.87
100	12" Green >>>> DR6-GCAAN-21A	\$83.70	\$8,368.57
130	12" Yellow >>>> DR6-YTAAN-21A	\$66.03	\$8,584.24
50	12" Ped Full Hand/Outline Man Side/Side PS6-CFC6-01A	\$117.39	\$5,869.57

Price includes Shipping. Does not include tax if applicable tax will be added.

Quote Valid For 90 Days.

Jim Rhodes



June 5, 2002

To Whom It May Concern:

Subject: GELcore, GE LED Signals

GELcore is pleased to offer a 5-year warranty on the materials and workmanship of the GELcore, GE LED Signals. Additionally, GELcore will replace or repair LED signal modules that exhibit luminous intensity less than the minimum values specified in Table 1 of ITE specification VTCSH-Part-2 July 1996 within the first 60 months from the date of delivery.

With the LED Signals backed by the General Electric brand, you will be getting quality products. Please don't hesitate to call if you have any questions.

Sincerely,

Matthew Baker
Regional Sales Manager

Southern Regional Office: Phone (321) 633-4050 Fax (321) 633-7033 Email matthew.baker@gelcore.com
GELcore: A joint venture of GE Lighting and Emcore Corporation



LED Signals

TECHNICAL DATA

RX11 • 12-INCH • BALL • LED TRAFFIC SIGNAL MODULES

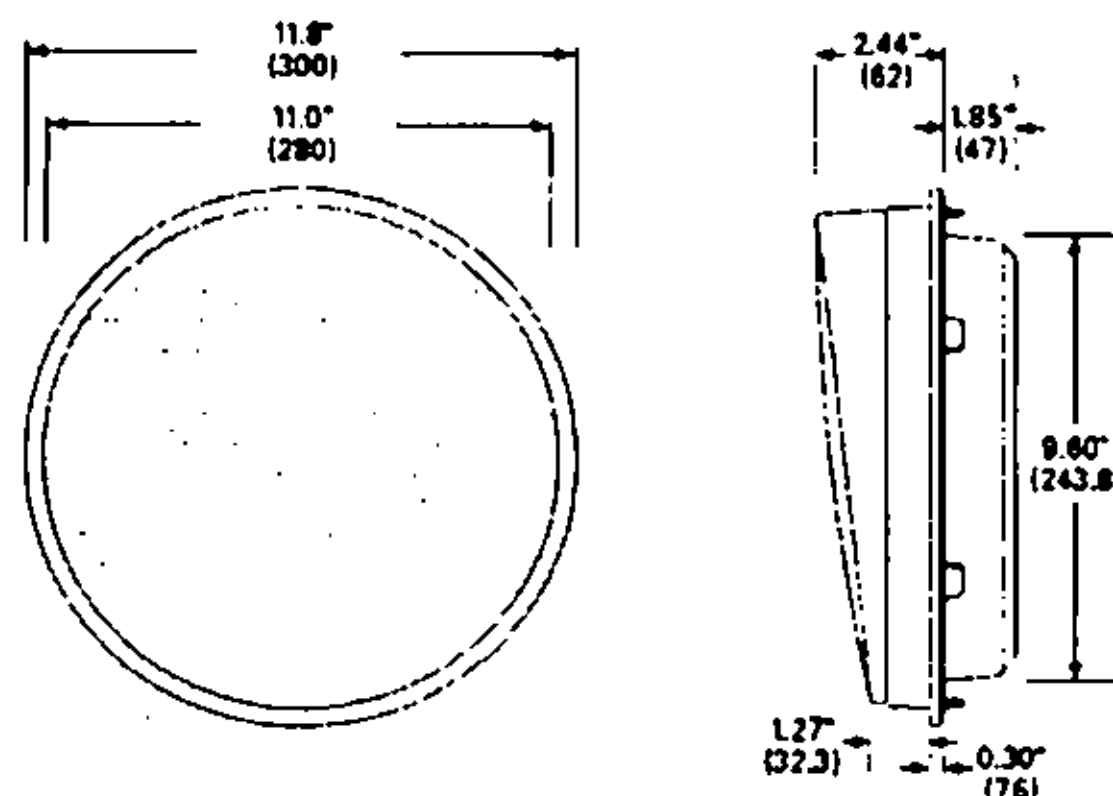
RX11 Features

- High efficiency & long life LED light source
- Designed to conform to applicable ITE specifications
- Expanded field of view
- Less than 1% light loss with single LED failure
- Moisture and dust resistant
- Serviceable module - designed for direct retrofit
- Sun phantom protection
- Uniform light distribution



Dimensions

Dimensions in inches. (mm) indicates metric equivalent



Performance Standards

Characteristic	Rating
Visibility	ITE VTCSH-STD Part 2
Chromaticity (Color)	ITE VTCSH-STD Part 2
Moisture Ingress	NEMA STD 250-1991
Vibration Resistance	MIL-STD-883 Method 2007
Electronic Noise	FCC Title 47 Sub. B Sec.15*
Transient Protection	ITE VTCSH-STD Part 2

*Class A



Operating Specifications

Parameter	Rating
Operating Temperature	-40°C (-40°F) to +74°C (165°F)
Operating Voltage Range	80V to 135V (60Hz AC)
Power Factor (P.F.)	>90%
Total Harmonic Distortion (T.H.D.)	<20%
Application	Span Wire or Stationary arm
Voltage	44v



Product Characteristics

Model Number	Voltage (AC)	Power (W)	Color (nm)	Maintained Intensity (Cd)
	Typical	Typical	Typical	Min*
DR6-RTTB-20A	120V - 60Hz	10	626	339
DR6-YTTF-20A	120V - 60Hz	19	592	339†
DR6-GTTF-20A**	120V - 60Hz	11	508	678
DR6-GCFB-20A	120V - 60Hz	11	508	678

Test Condition: T_a = 25°C SA=Stationary Arm SW=Span Wire

**Tinted Lens

*Measured at ±2.5°M -2.5°V

† Actual intensity less than ITE specification.

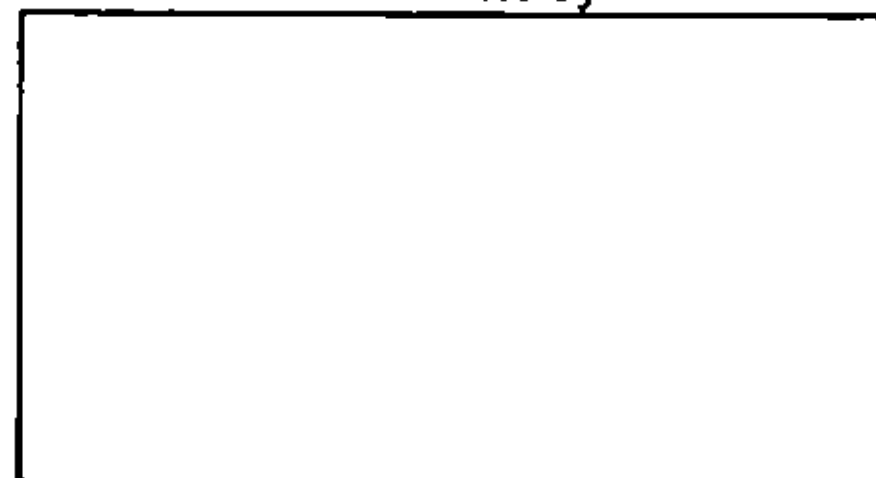
Information provided is subject to change without notice.

All values are design or typical values when measured under laboratory conditions.

For additional technical information or sales support regarding these and other GELcore products, please contact an authorized GELcore distributor, or GELcore via the worldwide web.

GELcore markets and distributes the GE brand of LED products and uses the GE trademarks under license from the General Electric Company.

Distributed By



W: www.gelcore.com • E: signals@gelcore.com

Americas/Canada P: 514.636.5566 • F: 514.636.6909 • Europe P: ++32.2.679.0116

Publication No: 70870 • R: 8/13/01 • GELcore is a joint venture between GE Lighting and EMCORE Corporation



STAFF REVIEW FORM

Sales Tax Info.
A. 7. Page 1

XXXX Agenda Request
____ Contract Review
____ Grant Review

the Fayetteville City Council meeting of: July 16, 2002

FROM:

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

ACTION REQUIRED: Review and Approve Resolution expressing support for amending the state sales tax laws to allow sharing of detail information with the City's Chief Financial Officer. The information shared would be exempt from FOIA.

COST TO CITY:

<u>N/A</u>	<u>\$</u>	<u></u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u></u>	<u>\$</u>	<u></u>
Account Number	Funds Used to Date	Program Name
<u></u>	<u>\$</u>	<u>Not Applicable</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached

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

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

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

STAFF RECOMMENDATION: Approve Resolution.

<u></u>	<u></u>	<u>Cross Reference</u>
Division Head	Date	
<u></u>	<u></u>	<u>New Item: Yes No</u>
Department Director	Date	
<u></u>	<u>7/1/02</u>	<u>Prev Ord/Res #:</u>
Administrative Services Director	Date	
<u></u>	<u></u>	<u>Orig Contract Date:</u>
Mayor	Date	

Sales Tax Info.

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STAFF REVIEW FORM

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody and City Council

THROUGH: Ted H. Webber, Administrative Services Director 

FROM: Stephen Davis, Budget & Research 

DATE: July 1, 2002

SUBJECT: Legislative amendment to allow local government's access to sales tax collection information

The Arkansas Government Finance Officers Association (AGFOA) is requesting local governments adopt a resolution expressing support for an amendment to the sales tax laws to allow more detail information to be shared with the chief financial officer of the city or county.

Current state law exempts detail sales tax collection from the provisions of the FOIA laws and does not allow the State to share detail information with the local governments. The City of Fayetteville would use the more detailed information to prepare revenue estimates for budgetary purposes, use the sales tax data to assist in determining if the appropriate amount of HMR taxes are being reported and remitted, assess the overall economic strength of the community, etc.

If the Legislature does amend the current sales tax law to allow the State to share detail sales tax information with local governments the information sharing would be limited to the jurisdiction's chief financial officer and the data would still be exempt from FOIA.

Staff recommends approval of the resolution.

RESOLUTION NO. _____

A RESOLUTION SUPPORTING LEGISLATION ALLOWING LOCAL GOVERNMENTS TO ENTER INTO A NON-DISCLOSURE AGREEMENT WITH THE ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION REGARDING LOCAL SALES TAX COLLECTION INFORMATION.

WHEREAS, local sales and use taxes provide important revenues to support basic services that communities provide to their citizenry; and

WHEREAS, local sales and use taxes are collected on behalf of local governments by the Arkansas Department of Finance and Administration (ADFA) and ADFA retains three percent (3%) of such local sales and use taxes as a cost of collection on behalf of local governments; and that

WHEREAS, ADFA currently does not provide adequate information regarding the collection and administration of local sales and use taxes to local jurisdictions; and that

WHEREAS, legislation should be enacted permitting the execution of a non-disclosure agreement between local governments and ADFA in order to provide additional information regarding local sales tax collections.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fayetteville, Arkansas:

That the City of Fayetteville hereby supports legislation to revise the collection and administration of local sales and use taxes by authorizing a non-disclosure agreement between the Arkansas Department of Finance and Administration and local governments permitting the release of local sales tax collection information to the chief financial officer of the local government.

PASSED: _____ DRAFT _____

APPROVED: _____ DRAFT _____
Dan Coody, MAYOR

ATTEST: _____ DRAFT _____
Heather Woodruff, CITY CLERK

July 1, 2002

H:\BUDGET\Issuebud\sales tax collection resolution.doc

STAFF REVIEW FORM

RZN 02-7.00

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☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of April 17, 2002.

DM:

Tim Conklin

Planning

Urban Development

Name

Division

Department

ACTION REQUIRED: To approve an ordinance for RZN 02-7.00 as submitted by Lindsey & Associates on behalf of the Estate of Marie Frankie Hughes for property located west of Porter Road and north of Valley Drive, Fayetteville, Arkansas. The property is zoned R-1, Low Density Residential and contains approximately 11.94 acres. The request is to rezone to RMF-12, Moderate Density Family Residential.

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

City 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

STAFF RECOMMENDATION: Staff recommended approval and on March 25, 2002 the Planning Commission voted 9-0-0 to recommend approval and to forward the rezoning to the City Council.

Division Head

Date

Cross Reference

Department Director

Date

New Item: **Yes**

Administrative Services Director

Date

Prev Ord/Res #:

Mayor

Date

Orig Contract Date:

Orig Contract Number:

Consent

New Business

heresa M. Bechaud
o Countrywide Home Loans
004 N. College, Suite F.
ayetteville AR 72703
RZN 02-7.00

B. 3. Page 2
DAIRY JOE & WILLIAM J. Hackler
418 Valley Dr.
ayetteville, AR. 72703

Elizabeth W. Landgraf
426 Valley Dr.
ayetteville, AR. 72703

William D. & Gayle Mckenzie
440 Valley Dr.
ayetteville, AR. 72703

Lois Taylor
2452 Valley Dr.
ayetteville, AR. 72703

Vonda Kay Cook
2464 Valley Dr.
ayetteville, AR. 72703

Barbara E. Fitzpatrick &
Natalie Karnes
2500 Valley Dr.
ayetteville, AR. 72703

William T. Flynt
1332 W. Reed Valley Rd.
ayetteville, AR. 72703

Carl & Sharon Myers
129 Skillern Rd.
ayetteville, AR. 72703

John H. & Billie J. Stewart
411 Megan Dr.
Fayetteville, AR. 72703

Ronald G. &
Krystyna j. Harland
2425 Megan
Fayetteville, AR. 72703

Odell & Danita Ralston
2441 W. Megan Dr.
Fayetteville, AR. 72703

Brian H. & Cindy A. Tippit
2453 Megan
Fayetteville, AR. 72703

Victor M. Linares
2471 Megan
Fayetteville, AR. 72703

Bethel M. Spencer
2485 Megan
Fayetteville, AR. 72703

Christina E.
& Deborah W. Thomas
P.O. Box 1366
Fayetteville, AR. 72702

Christopher A.
& Mary Jo Tucker
2517 Megan Dr.
Fayetteville, AR. 72703

Susan Lee Carter
2531 Megan Dr.
Fayetteville, AR. 72703

Walter R. &
Majorie N. Niblock
P.O. Box 182
Fayetteville, AR. 72702

Deborah Sexton
P.O. Box 953
Fayetteville, AR. 72702

Robert D.
& Beulah F. Taylor
2577 Megan
Fayetteville, AR. 72703

Christopher O. McClung
2591 Megan
Fayetteville, AR. 72703

James E.
& Sue E. Devore
2615 Megan
Fayetteville, AR. 72703

Troy A
& Holli H. Kestner
1240 Porter Rd.
Fayetteville, AR. 72703

Arnold D. Jacqueline S. King
1876 Holly
Fayetteville, AR. 72701

Cynthia O. Grosse
2647 Megan
Fayetteville, AR. 72701

Carl M. & Norma J. Osborn
3048 Straw Berry
Fayetteville, AR. 72703

o Mrs. Everett Luper
310 Porter Rd.
Fayetteville, AR. 72701

RZN 02-7.00
B. 3. Page 3

eff T. Mattie L. Black
& E. S. Ross
585 S. Sheiffer Rd.
Fayetteville, AR. 72701

Calvary Baptist Church
410 Porter Rd.
Fayetteville, AR. 72704

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 02-7.00 FOR A PARCEL
CONTAINING APPROXIMATELY 11.94 ACRES AND LOCATED WEST
OF PORTER ROAD AND NORTH OF VALLEY DRIVE, FAYETTEVILLE,
ARKANSAS, AS SUBMITTED BY LINDSEY & ASSOCIATES ON BEHALF
OF THE ESTATE OF MARIE FRANKIE HUGHES.

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

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

From R-1, Low Density Residential to RMF-12, Moderate Density Multi-
Family 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.

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

EXHIBT "A"

PART OF THE SE ¼ OF THE NE ¼ OF SECTION 7, T16N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SE 1/4, NE ¼ THENCE S01°26'00"E 117.21 FEET TO THE POINT OF BEGINNING, THENCE N89°54'11"E 1284.27 FEET, THENCE S00°19'17"E 576.70 FEET TO THE CENTER OF THE CREEK, THENCE ALONG THE CENTER OF SAID CREEK N81°45'11"W 266.74 FEET, THENCE N74°36'06"W 184.84 FEET, THENCE N52°55'14"W 228.36 FEET, THENCE LEAVING SAID CREEK N00°33'08"W 270.60 FEET THENCE WEST 367.52 FEET, THENCE S01°26'00"E 525.11 FEET, THENCE S89°40'05"W 291.00 FEET, THENCE N01°26'00"W 605.74 FEET TO THE P.O.B.; CONTAINING 11.94 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

March 25, 2002

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RZN 02-7.00: Rezoning (Lindsey Properties, pp 402) was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Lindsey Properties for property owned by the estate of Marie Frankie Hughes, Pauline Millsap, Administrator. The subject tract is located west of Porter Road and north of Valley Drive. The property is zoned R-1, Low Density Residential and contains approximately 11.94 acres. The request is to rezone to RMF-12, Moderate Density Multi-Family Residential.

Estes: The next item on the agenda is item number four. This is the first item of new business. This is RZN 02-7.00, submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Lindsey Properties for property owned by the estate of Marie Frankie Hughes, Pauline Millsap, Administrator. The subject tract is located west of Porter Road and north of Valley Drive. The property is zoned R-1, Low Density Residential and contains approximately 11.94 acres. The request is to rezone to RMF-12, Moderate Density Multi-Family Residential. Staff recommends approval of the requested rezoning with the Bill of Assurance offered by the perspective developer based on the findings that are included as a part of your materials. Is the applicant or the applicant's representative present? Do you have a presentation that you would like to make at this time?

Lindsey: I am Lindy Lyndsey. Mr. Chair and fellow Commissioners, we've got Cornerstone Properties, which is just west of this sixteen acres and we are wanting to put 108 units of apartments and 9-10 single family dwelling units. When I first talked to Tim Conklin about this he advised me to contact Mr. Richard Maynard, who is the president of the Asbell Neighborhood Association and at that time he helped us out and we had several meetings with the neighbors. We put this, I want to say a special thank you to Richard for all the work that he has done with us. He stayed neutral in his stance, he got us a meeting. He hand delivered all kinds of stuff to the neighbors and really did a good job for us. We had a meeting with the neighbors and it went really well. We covered a lot of items and are just bringing that forward to you all.

Estes: Thank you Mr. Lindsey. Is there any member of the audience who would like to comment on this rezoning request, 02-7.00? If so, would you please come forward, state your name and provide us with the benefit of your comments?

Maynard: My name is Richard Maynard. I live at 1717 Sang Ave. I am here on behalf of the Asbell Neighborhood Association, the other partner in this. We certainly appreciate being appreciated and Mr. Lindsey's remarks. I just want to explain something about this meeting that we had on February 7th and I think the uniqueness of it. To the best of my knowledge, this kind of meeting has never happened before it went to city planning or before it went to this board. What did happen was Mr. Conklin had

advised Mr. Lindsey that it might be a good idea to talk to the neighborhood. He called me and I said I think the best thing to do would be having the neighborhood meeting. He said good, how do we go about that, what do I need to do? I basically told him he didn't need to do anything but show up. That is basically what we do here as a Neighborhood Association, we do provide that dialogue between the city, the neighbors, the developer. They came on February 7th, presented to us what they wanted to do. There was time for questions, there were a lot of good questions asked, the right questions were asked. After they left we took a straw vote, we even talked about maybe having a follow-up meeting, if people needed to talk about it more. The neighbors said they didn't think that was necessary. We took a straw vote, it was overwhelmingly in favor of this development and afterwards, not to just go on that, there was a task that I thought I could do in an afternoon of calling 90 people and seeing how they felt about this. The problem I had with it is it took hours and hours. What was interesting about this is that everybody was very charged. People didn't just want to say yes or say no, they wanted to say why they were saying yes or saying no to this, what their reasons were. They were excited about being involved in this process. I hope it is a process that we keep encouraging but not really demanding. I do have a copy of this and I want to say something about this vote. I asked Mr. Estes if I could and he said I could. This is about the roll of Neighborhood Associations in these meetings. We took a vote, we absolutely understand that this is not a binding vote, we are not regulatory bodies, we have no statutory authority, all this is is just to get a measure of the will of the neighborhood on how they feel about something going on in their neighborhood. If I may Mr. Chairman, I do have a result of that, copies for you, can I bring those up?

Estes: Yes, please pass them to the clerk.

Maynard: Just a couple more things. I know you have a heavy agenda tonight. The first line there is the total number of people at that meeting, 57. How many voted for and against. If you belong to the neighborhood association you have the right to vote whether you attend the meeting or not so that is the total vote and then these at the bottom, just for your information, incase you are interested, how it broke down street by street to those streets that would be most effected such as Megan Drive or Stable and Arthur Hart. I would like to say one thing about why I think this had such overwhelming support. I guess particularly since we raised such a stink 2 ½ years ago about other apartments that were going in our neighborhood. In fact, one person, a member of our board, voted against it for the very reason that she said I know this is going to come back to bite us. I said she was right, the attempt would come back to bite us. Why would we not want to give up R-1 property two years ago, but this time we

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do. I think you folks know as well as we do, every development is different. Every proposal is different. There is nothing similar between those two developments outside the fact that they were apartments. Almost everything else was different. The consensus of those present, or members of the ANA in general, was that of course we would like to see more single family residences in the neighborhood but we don't believe that will happen in this particular 16 acres. Primarily given the amount of fill it would take to lift the and above the floodplain. It just wouldn't be cost effective. Our Vice President, who is here, is a builder himself. He looked at that land at one time possibly to do duplexes and he absolutely passed on it, he just didn't think he could make it work. We figure something is going to go in there, it probably will be apartments, if it is going to be apartments, we would rather it be a Lindsey development. At least we know what we are getting. Especially since this is basically an extension of their Cornerstone apartments directly to the west and it will certainly look better than what is there now, which looks more like a junkyard if you have ever seen that property. That is not my opinion. That is what I heard from the people who I talked to after the meeting. I would also like to add that this is an agreement, whether this means anything to you or not is another thing. It means a lot to us. This is an agreement between Lindsey & Associates and this neighborhood. Had it been another developer, had the example that we had been what was going to go in there for example what is sitting on the corner now at Dean and Porter I could almost guarantee you that the vote would have gone almost four to one the other way. The neighborhood is basically saying that we trust this developer and we appreciate the fact that they showed us the common courtesy and respect to us as property owners and residence to consult with us first about the change they are proposing for our neighborhood, which any zoning definitely is. It wasn't just their coming to talk to us that got the support of 80% of the neighborhood. The neighbors that thought this was not a good development for the neighborhood, they would have thanked the Lindseys but said no thanks. The Lindseys would have been well within their rights, as you know, to present their plans to the board. At least then everyone would know what we were talking about instead of what has happened so often in the past. It certainly happened with me in the past, you've come to oppose something that you are not quite sure what you are opposing. That certainly wasn't the case here. Just a couple of other points I want to make on this. That is basically just how we felt. Just some things that I have heard through the grapevine around the city about what the roll of Neighborhood Associations in these development plans. I certainly do not pretend to speak for my neighborhood. I only speak for the Neighborhood Association, I think that is an important distinction and I certainly pretend to speak for another Neighborhood Association but how we, in the Asbell Neighborhood Association, see ourselves as simply offering the forum for

a developer or the city to come and talk directly to the neighbors. Our role in this doesn't change anything else in place. We could be 100% behind the development and you might find for whatever reason that you don't want to approve it or vice versa, we recognize that. We respect that fact, we are not trying to replace anything. I think if more and more of these meetings happen however, you are going to find less and less of these contentious arguments being played out here before you and the City Council and you having to be forced to be judge and jury and always knowing you are going to make somebody unhappy. This is simply allowing neighbors and what I call potential neighbors to get together and talk and we did it without government help, without the help of lawyers or without their interference. We did it on our own to try to work out our problems instead of running to government anytime you have one. That is how we see our role in this, it is certainly not to replace any other public forum. As I said, it was 80% in favor. That means there were 20% against this and pretty vocally against this. They may have something to say here and they certainly should be listened to. Just a couple of things I want to say about the Bill of Assurance. All of these items, except for one were offered to us by the Lindseys. This was nothing that we had to negotiate and certainly we were not positioning ourselves as negotiators. Again, we were just providing the forum. I think the only thing we ask is that the homes that they offer, that they do be built, that is item F and item A, that the property shall revert back to R-1 zoning in the event the petitioner elects not to develop the property for multi-family use. I understand at least, Mr. Williams can correct me if I am wrong. Should that happen, I think that is an off chance but if they decide not to go through with this, we understand for that zoning to go back to R-1, that would have to go through this board and probably back to the City Council, is that correct? It couldn't just automatically revert?

Williams: I think that is probably correct. It s a legislative action so it would probably have to go back to the City Council.

Maynard: The reason that I brought it up is I just wanted to mention that is, again, what they suggested to us. That is an agreement between Lindsey & Associates and the Asbell Neighborhood Association and we hope if that should happen, I doubt that it will, but if that should happen that you would respect that agreement. One big concern here is of course, traffic. Mr. Lindsey said they are going to do what they can to work with us to help mitigate that. Certainly there will be more traffic on Porter Road. As Mr. Lindsey said, you are just going to have to reconcile that fact. Most people, in large, did reconcile that fact. The one thing we will not reconcile and we should not have to reconcile of course is the drainage. I have said this to Mr. Lindsey, I've said this to Tim Conklin, I have said it to Greg Boettcher, I've said it to the Mayor and I am going to say it to you

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folks. The drainage is a big worry, it is a huge worry for us and I think it is for this neighborhood. The neighborhood feels, from past experience, that there is just a high degree of skepticism with the city that it won't be done right, given what happened when Wedington Road was widened. And given what happened when that big dam that we call I-540 was built with not enough culverts under it. It created tremendous drainage problems for people in that neighborhood. I am not implying that the Lindseys would do anything or cut any corners. I don't know what else to do other than ask you, plead with you, please, please, please make sure that this is done right in terms of the drainage. If this were to go wrong and people were starting to bail themselves out, I'm not talking about a repeat of the 1980 flood where we will all be on our roofs. This just has to be done right and it should be done right. The fact that it hasn't been done right in the past, and I hope you can appreciate that people are very skeptical but willing to trust once again. Given our meeting, given the will of the neighborhood, we support this development and we hope you approve it. Thank you for your time.

Estes: Thank you Richard. Is there any other member of the audience who would like to comment on this requested rezoning? Seeing none, I will bring the matter back to the Commission for discussions, motions or comments. Mr. Petrie, would you please comment on the drainage issue, in particular, what requirements are there regarding predevelopment flows and post development flows?

Petrie: When we do have a large scale development presented, the one item the Engineering Division will be checking is to ensure that the post development flows will equal the predevelopment flows. That is the ordinance requirements and that is what we enforce.

Estes: Thank you Mr. Petrie. Are there any other comments?

Shackelford: A question for staff. The Bill of Assurance form that we've been given, is that a form that the city provides to the applicant?

Conklin: That is a form that the City does provide if a Bill of Assurance is going to be offered to us.

Shackelford: Ok, I was questioning number three, specific activities will not be allowed upon petitioner's property to include and that is blank. Is that filled in at a later time?

Conklin: They are not offering anything for number three.

Shackelford: Ok, I just wanted to make sure I was reading that correctly.

Williams: Loren, I created this draft Bill of Assurance because in the past there were a number of Bills of Assurances offered by different developers. They didn't include rights of the city to enforce the Bill of Assurance or other problems so I felt like if we had a draft Bill of Assurance that I felt was enforceable then I would be able to tell you or the City Council that we in fact, did have a Bill of Assurance and therefore, I did draft up something. I simply had number three there where it says specific activities will not be allowed to include; because there might be certain times that that would be applicable but because it is not filled out now it just means that this was not one of those times.

Shackelford: Ok, by the fact that it is blank, we just read that to mean that there are no restrictions in that area.

Williams: That is correct.

Estes: Thank you Mr. Williams. Is there any discussion or any motions?

Motion:

Marr: I will move for approval and recommendation to the City Council, the rezoning 02-7.00 based on our staff report and the attached Bill of Assurance that goes with this item.

Estes: We have a motion by Commissioner Marr to approve RZN 02-7.00, is there a second?

Shackelford: I will second.

Estes: We have a second by Commissioner Shackelford. Is there any discussion?

Hoffman: I just want to commend both parties for doing their homework ahead of time. It really indeed does make our job much easier and I would like that those of you in the audience who might be here on other contentious projects and those of you that may be watching tonight, take due note of this. It really does do wonders to be able to sit down across the table from each other and work things out. Thank you both.

Estes: Thank you Commissioner Hoffman. We have a motion by Commissioner Marr and a second by Commissioner Shackelford for approval of RZN 02-7.00, is there any other discussion? Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to recommend approval of RZN 02-7.00 to the City Council was approved by a vote of 9-0-0.

Estes:

The motion to passes unanimously. RZN 02-7.00 will be forwarded to the Fayetteville City Council with a do pass recommendation by the Planning Commission. Thank you Mr. Lindsey.

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: Dawn T. Warrick, Senior Planner
THRU: Tim Conklin, A.I.C.P., City Planner
DATE: March 25, 2002

RZN 02-7.00: Rezoning (Lindsey Properties, pp 402) was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Lindsey Properties for property owned by the estate of Marie Frankie Hughes, Pauline Millsap, Administrator. The subject tract is located west of Porter Road and north of Valley Drive. The property is zoned R-1, Low Density Residential and contains approximately 11.94 acres. The request is to rezone to RMF-12, Moderate Density Multi-Family Residential.

RECOMMENDATION:

Staff recommends approval of the requested rezoning with the Bill of Assurance offered by the prospective developer based on the findings included as part of this report.

PLANNING COMMISSION ACTION: Required YES
☐ Approved ☐ Denied

Date: March 25, 2002

CITY COUNCIL ACTION: Required YES
☐ Approved ☐ Denied

Date: April 16, 2002 (1st reading)

Comments: _____

BACKGROUND:

The subject property is located west of Porter Road, south of Megan Drive and north of Wedington Drive (Hwy 16W). The applicant is proposing to purchase the subject property in addition to adjacent property which is currently zoned R-1 and is not a part of the requested rezoning. A development including both multi-family and single family dwellings is the goal of this rezoning request.

During the past several months, the applicant has met with the neighborhood association in which the property is located. Through these meetings and discussions, the neighborhood has been introduced to the developer's plans and the developer has had an opportunity to better understand concerns of the area residents.

A bill of assurance has been offered by this applicant which provides for screening, a maximum density and other terms and conditions for a development which would result from a successful rezoning (see attached).

Rezoning the property from R-1 to RMF-12 will increase the maximum density permitted by ordinance from 47 units to 143 units. In the applicant's bill of assurance, the number of multi-family dwellings for this tract is limited to 108 units (9 – 12 unit apartment buildings).

Surrounding properties include single family residences, a non-conforming mobile home park, and apartments. There is a substantial amount of property within this site which is affected by floodplain and floodway. At the time of development, specific issues such as lot size, access and grading will have to be addressed concerning these areas.

SURROUNDING LAND USE AND ZONING

North:	Vacant / Single family homes, R-1
South:	Single family homes / Mobile home park, R-1
East:	Single family homes, R-1
West:	Apartments / Vacant, R-2 & R-1

INFRASTRUCTURE:

This property is located north of Wedington Drive (Hwy 16W) which has recently been

improved to five lanes in this area. Access to Wedington Drive from the subject tract is from Porter Road. Porter Road is classified a collector on the City's adopted Master Street Plan. At the time of development, dedication of sufficient right of way as well as possible improvements or contributions for Porter Rd. will be addressed.

Access to water is available along Porter Rd. and an 8" sewer line is located on site. The applicant will be responsible for ensuring that adequate utility facilities are extended to the site to serve any proposed development.

LAND USE PLAN: General Plan 2020 designates this site Residential. Rezoning this property to RMF-12, Moderate Density Multi-family 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: The proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans. The City's adopted General Plan 2020 specifies that "this land use plan establishes a policy for residential areas to be planned as traditional neighborhoods containing a mix of different densities, housing types, and lot sizes."

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

Finding: The proposed zoning is justified in that it is consistent with adopted land use plans and policies of the City. It is needed in order to provide a development in this location which is designed to provide a mix of housing types and densities as proposed by this developer.

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

Finding: The proposed zoning will provide for an increase in potential traffic, however with conditions placed at the time of development as needed for street improvements and connectivity, the increase is not expected to appreciably increase traffic danger and congestion in this area. Access to Wedington Drive (Hwy 16W) connecting to I-540 is available from this subject property by way of Porter Road.

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 allow for a more dense population on the subject 11.94 acres. The requested RMF-12 district would allow for a total of 143 units. The applicant has offered a Bill of Assurance limiting this number to 108. With current zoning in place (R-1) the property would allow for a total of 47 dwelling units. The increase contemplated with this rezoning should not undesirably increase the load on public services. Additional consideration to access and use of public services (water, sewer and street systems) will be reviewed at the time of development of the subject property.

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

BILL OF ASSURANCE FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, **Cornerstone Apartments, Phase II, a Limited Partnership** (hereinafter "Petitioner"), hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

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 and multifamily residential use.
2. Other restrictions including number and type of structures upon the property are limited to nine 12-unit apartment buildings and no more than ten single-family lots.
3. Specific activities will not be allowed upon Petitioner's property include:

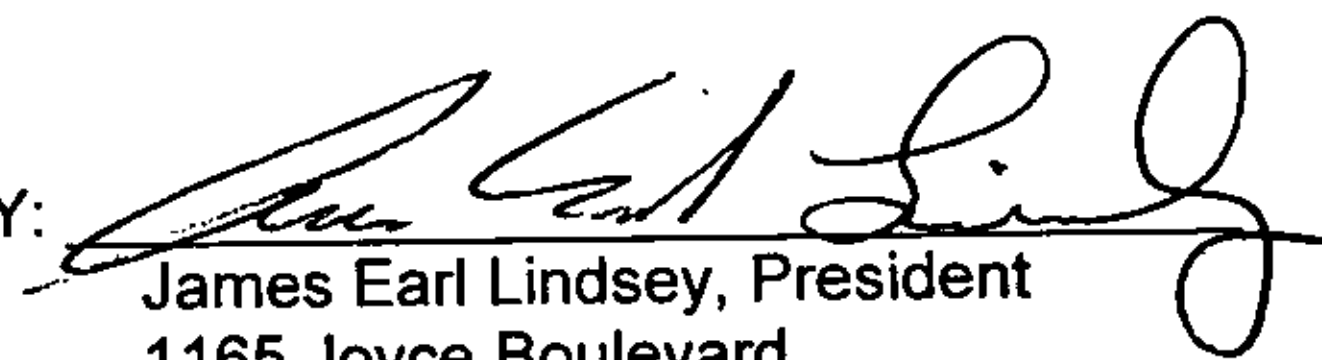
4. Any other terms or conditions:
 - a. Petitioner's property shall revert back to R-1 zoning in the event Petitioner elects not to develop the property for multifamily use.
 - b. Petitioner will install a 6' wooden privacy fence, a 6' wrought iron fence or a privet hedge along the north side of Petitioner's property. The choice of design may be selected by a majority of adjoining property owners on Megan Drive, but the installation must be uniform along the property line.

- c. Petitioner will establish covenants for the single-family portion of the development that are compatible with covenants for the Megan Drive addition.
 - d. Petitioner will plant twenty 6' Loblolly Pine trees along the south boundary as a buffer for residents of Valley Drive.
 - e. The preliminary plat and Large Scale Development for Cornerstone Apartments, Phase II and the associated single-family development will be submitted simultaneously.
 - f. Within two years after approval of Petitioner's large scale development, Petitioner will have either commenced construction of houses on the single-family lots or will have listed the lots for sale.
5. 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, I, James Earl Lindsey, President of Cornerstone Apartments Management Company, Inc., the General Partner of Cornerstone Apartments, Phase II, a Limited Partnership, as the owner, developer or buyer (Petitioner) voluntarily offer all such assurances and sign my name below.

CORNERSTONE APARTMENTS, PHASE II,
A LIMITED PARTNERSHIP
BY: CORNERSTONE APARTMENTS
MANAGEMENT COMPANY, INC.,
ITS GENERAL PARTNER

BY:



James Earl Lindsey, President
1165 Joyce Boulevard
Fayetteville, AR 72703

Date:

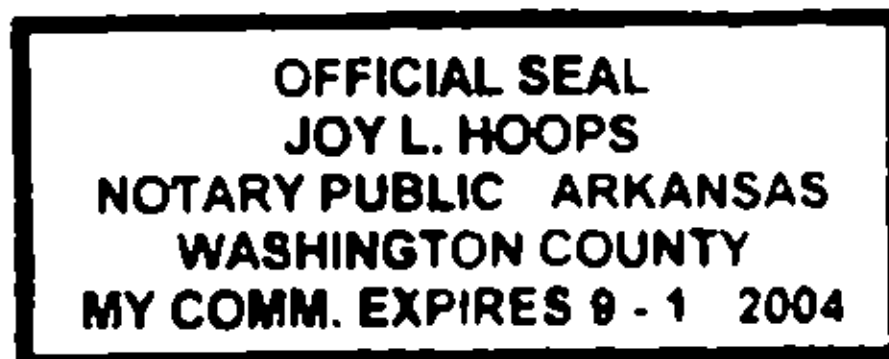
3-19-02

NOTARY OATH

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

And now on this 19th day of March, 2002, appeared before me, James Earl Lindsey, President of Cornerstone Apartments Management Company, Inc., the General Partner of Cornerstone Apartments, Phase II, a Limited Partnership, and after being placed upon his oath swore or affirmed that he agreed with the terms of the Bill of Assurance and signed his name above.

My Commission Expires:



Joy L. Hoops
Notary Public

ASBELL NEIGHBORHOOD ASSOCIATION
2615 Megan Drive
Fayetteville, Arkansas 72703

This is a summary of the "vote" of the Asbell neighbors regarding the proposed rezoning and development of RZN 02-7.00, located west of Porter Road and north of Valley Drive. The vote was taken by phone after the meeting on February 7, 2002, between Lindsey Management and the Asbell neighbors at Calvary Baptist Church. The meeting was open for all residents of the Asbell area who resided or owned property within the boundaries of the neighborhood association. The meeting was advertised three weeks prior to the meeting to association members and 5 to 7 days before the meeting to the neighborhood by canvassing door-to-door with flyers.

We realize there is nothing binding in this vote. It is presented to you, the planning commissioners for the City of Fayetteville, simply to give you an idea of the opinion of the neighborhood about this rezoning and development.

Feb. 7 Meeting – 57 people attending

	<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Unknown*</u>
Total Present	38	12	5	2
Total (including ANA members not present)	59	14	16	14

The following results are a breakdown of the above results of the streets in the neighborhood most affected by the proposal. The numbers do not add up to the totals listed below since they only include certain areas or streets of the neighborhood.

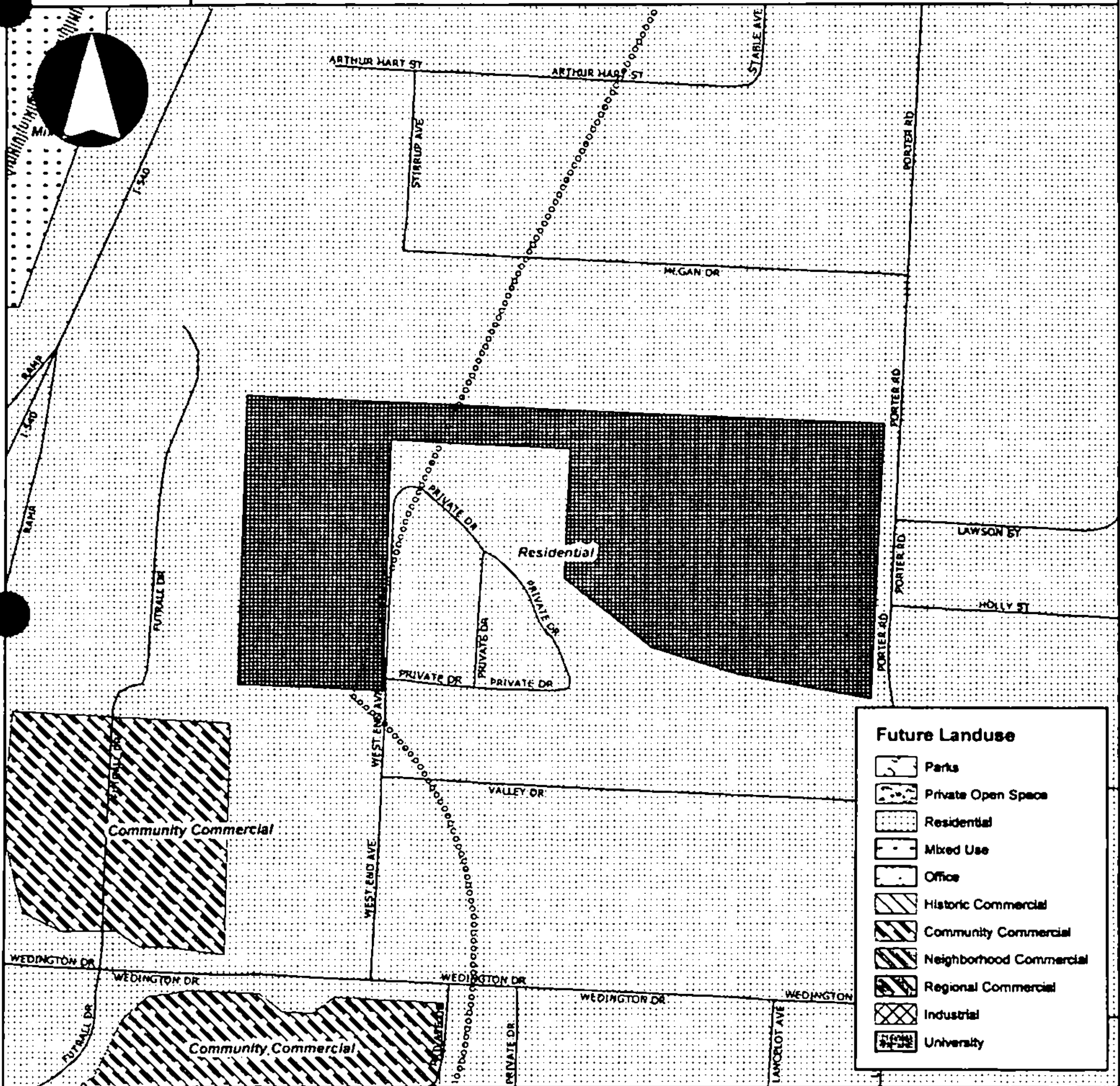
	<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Unknown*</u>
Megan Drive	10	2	0	0
Stable/Arthur Hart/ Houston	10	2	2	0
Porter	7	0	0	0
Holly	10	3	0	0
Hatfield/Valley	5	1	0	0
Lawson	8	1	2	0

** "Unknown" means the people were either at the meeting and/or association members but could not be reached for a vote.*

RZN02-07.00

Future Landuse

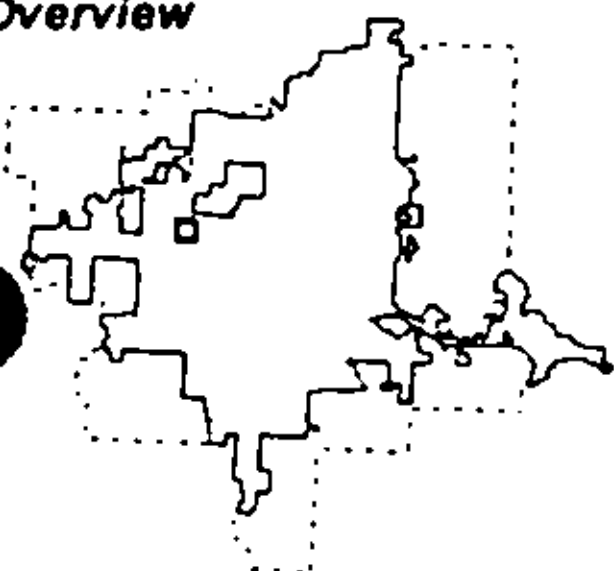
LINDSEY PROPERTIES



Future Landuse

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University

Overview



Legend

Subject Property
 RZN02-07.00

Streets
 Existing
 Planned

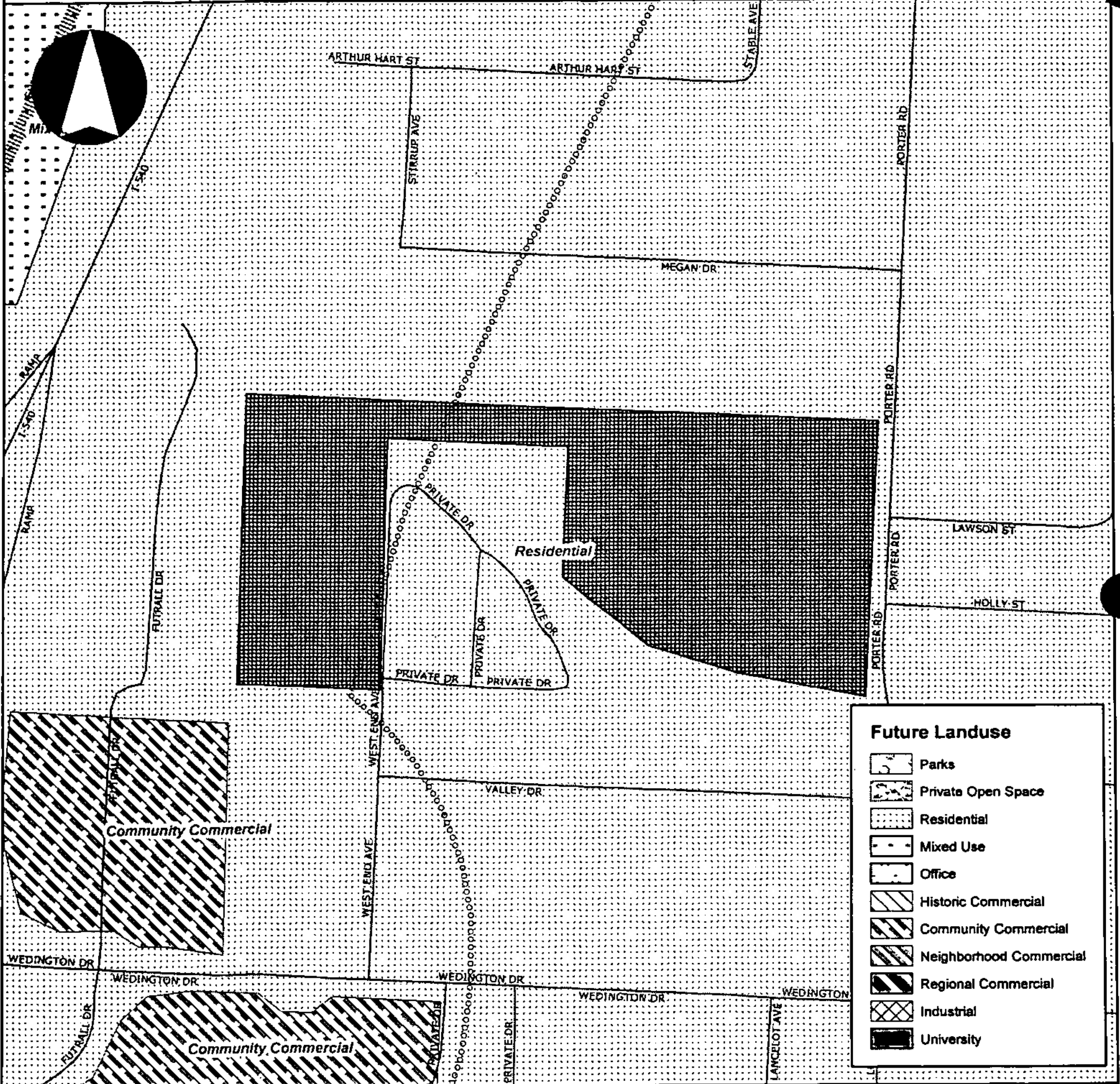
Boundary
 Planning Area
 Overlay District
 City Limits

0 125 250 500 750 1,000 Feet

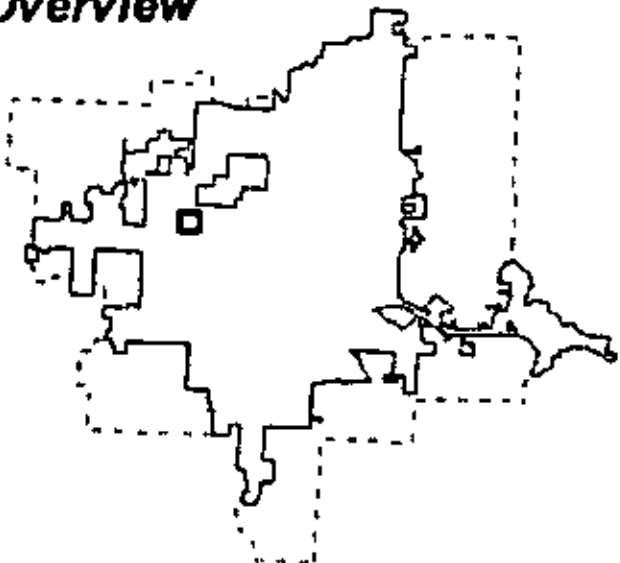
RZN02-07.00

Future Landuse

LINDSEY PROPERTIES



Overview



Legend

Subject Property

RZN02-07.00

Streets

Existing
Planned

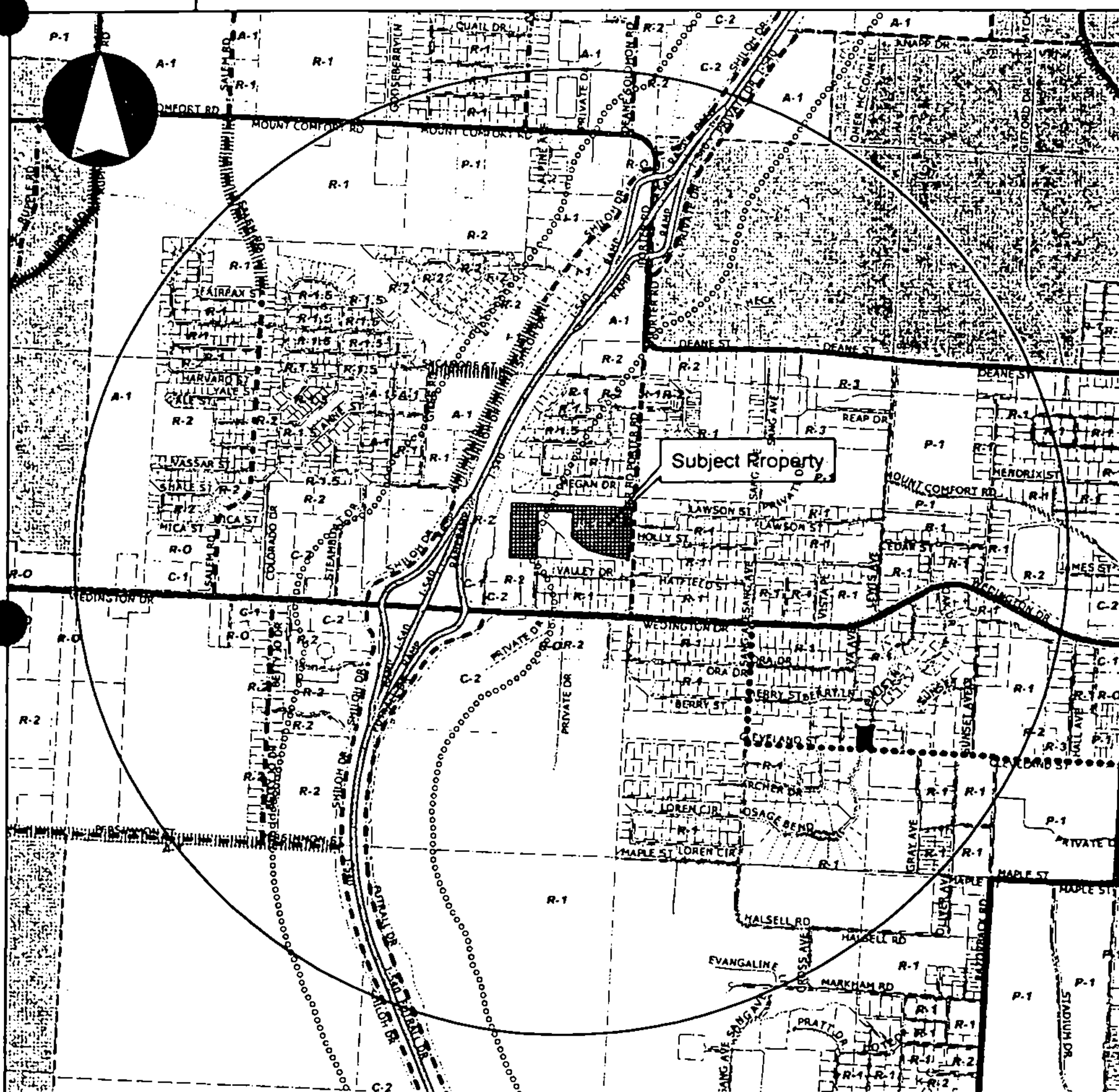
Boundary

Planning Area
Overlay District
City Limits

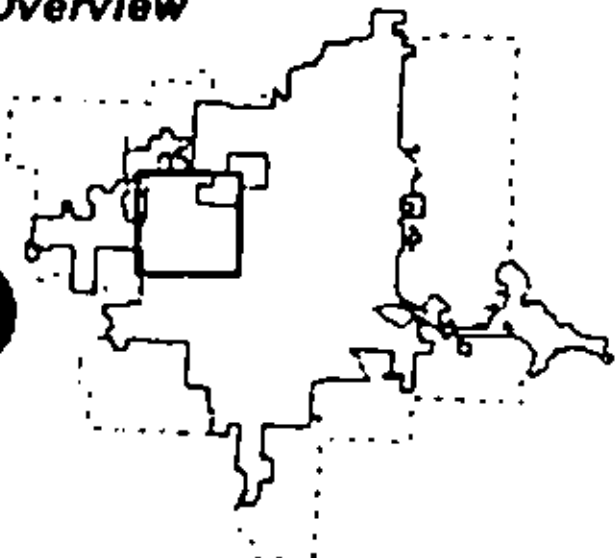
0 125 250 500 750 1,000 Feet

RZN02-07.00

One Mile View

LINDSEY PROPERTIES

Overview



Legend

Subject Property



Streets

Existing

 **Planned**

Boundary

 Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

 Freeway/Expressway Principal Arterial Minor Arterial

Collector

 Historic Collector

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of July 16, 2002.

FROM: _____
Tim Conklin _____ Planning _____ Urban Development
Name _____ Division _____ Department _____

ACTION REQUESTED: To approve an ordinance nullifying and revoking rezoning ordinance No. 3750 for property described in zoning petition R93-50 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.

COST TO CITY:

\$0
Cost of this request _____ Category/Project Budget _____ Category/Project Name _____

Account Number _____ Funds used to date _____ Program Name _____

Project Number _____ Remaining balance _____ Fund _____

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached _____

Budget Coordinator _____ Administrative Services Director _____

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager _____	Date _____	ADA Coordinator _____	Date _____
<i>[Signature]</i>	6-27-02	Internal Auditor _____	Date _____
City Attorney _____	Date _____		
Purchasing Officer _____	Date _____		

STAFF RECOMMENDATION: Staff recommends approval.

Division Head _____	Date _____
<i>[Signature]</i>	6-26-02
Department Director _____	Date _____
<i>[Signature]</i>	7/2/02
Administrative Services Director _____	Date _____
<i>[Signature]</i>	7/2/02
Mayor _____	Date _____

Cross Reference

New Item: **Yes** **No**
Prev Ord/Res#: _____
Orig Contract Date: _____

✓

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville City Council
FROM: Dawn T. Warrick, Senior Planner
THRU: Hugh Earnest, Urban Development Director
DATE: June 24, 2002

BACKGROUND

R93-50 was approved by the Fayetteville City Council December 21, 1993 with ordinance no. 3750. This action rezoned a small parcel of property (approximately 0.97 acres) at 2220 E. Huntsville Rd. for the specific use of a meat packing operation. The City Council at the time of rezoning did accept a bill of assurance from the property owner with the following conditions:

1. "To limit the use of the property only to meat packing operations.
2. That, in the event that the above condition is not met, that zoning on the parcel would revert to R-1."

The original zoning on the property was R-1, Low Density Residential. The action of the City Council with ordinance no. 3750 changed the zoning of the described property to I-2, General Industrial.

In recent months, the Planning Division has had several inquiries regarding this property. It has been vacant for some time. The property owner visited with staff in January of this year and requested that no action be taken to change the zoning of the property until after February 15, 2002. Staff has notified the property owner that a request is being processed for City Council consideration of an ordinance to change the property's zoning designation back to R-1, Low Density Residential as required by the bill of assurance.

CURRENT STATUS

Planning staff has prepared an ordinance and background materials for City Council consideration. This item has not been heard by the Planning Commission.

RECOMMENDATION

Staff recommends approval of the rezoning.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

June 18, 2002

Mr. William Sweetser
590 West Poplar Street
Fayetteville, AR 72703

Re: Property at 2220 E. Huntsville Rd., Fayetteville
Formerly Mhoon Beef Company

Dear Mr. Sweetser:

This letter is to follow up on our conversation early this year regarding the zoning and use of the above mentioned property. As you are aware, the use of this property is restricted to meat packing operations, by means of a bill of assurance proffered by the previous owner. A condition of the rezoning which allowed the property to be used for meat packing was that unless the property was used for that specific purpose, the zoning would revert back to R-1, Low Density Residential.

When you met with Tim Conklin and myself regarding the above mentioned property, we decided that it would be appropriate to wait until mid February to process the necessary documents to change the zoning from Industrial back to Residential as is the condition of the zoning approval that was granted by the City Council in 1993. Obviously it is well past mid February, and the Planning Division has now prepared documentation to process a nullification of the previous zoning ordinance to the City Council for action. This item will be placed on the City Council agenda for July 16, 2002.

Should you have any questions regarding this information, you may contact the Planning Division at 575-8264.

Sincerely,



Dawn T. Warrick
Senior Planner

cc: Tim Conklin, City Planner
Hugh Earnest, Urban Development Director
Kit Williams, City Attorney

ORDINANCE NO. _____

AN ORDINANCE NULLIFYING AND REVOKING REZONING
ORDINANCE NO. 3750.

WHEREAS, Ordinance No. 3750 rezoned that property described in rezoning petition R93-50 for a parcel containing approximately 0.97 acres located at 2220 E. Huntsville Road from R-1, Low Density Residential District to I-2, General Industrial District; and

WHEREAS, the property owner voluntarily offered to execute a bill of assurance to limit the use of the property to only meat packing operations; and

WHEREAS, the bill of assurance proffered by the property owner specifies that in the event that the property is not used for meat packing operations, the zoning on the parcel would revert to R-1, Low Density Residential; and

WHEREAS, the property has not been used for meat packing operations for several years.

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

Section 1. That Ordinance No. 3750 is hereby nullified and revoked and the property described therein as set out in Exhibit A attached hereto is here by changed back to its original zoning classification as follows:

From I-2, General Industrial District to R-1, Low Density Residential District.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

By: _____
Mayor

DRAFT

ATTEST:

By: _____
City Clerk

EXHIBIT "A"

**LEGAL DESCRIPTION FOR R93-50
(ORDINANCE NO. 3750)**

Part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 23, Township 16 North, Range 30 West, described as beginning 326.26 feet South and 334.77 feet East of the Northwest Corner of said Northwest Quarter of the Northeast Quarter, thence East 210 feet, thence South 192.6 feet to the North right-of-way line of Arkansas State Highway 16, thence along said right-of-way line S $85^{\circ} 15' 46''$ W 210.72 feet, thence North 210 feet to the point of beginning, containing 0.97 acres, more or less.

Record 1 of 1 Last Updated 06/17/02

Parcel Number: 765-15187-000 Prev. Parcel Number: 148260-000-00 Type: CI

Location: 0

Owner Name: SWEETSER, WILLIAM G. & KELLY L.

Mailing Address: 590 W POPLAR FAYETTEVILLE AR 72703

Lot:

Block:

S-T-R: 23-16-30

Addition: 23-16-30 FAYETTEVILLE OUTLOTS

School District: FAYETTEVILLE SCHOOLS

Tax District: 011

City: FAYETTEVILLE

Legal: PT NW NE 1A 210/194.21/210.39/210

Current Year A79 Credit Status: V

Last Assessed: 2001

	Appraised \	Taxable Value
Land	84,300	14,901
Improvement	15,750	3,150
Total	100,050	18,051

Tax History

Year	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Total Tax	Total Tax Paid	A79 Credit	A79 Status	Payment Status
2001	\$937.93	\$0.00	\$0.00	\$0.00	\$937.93	\$0.00	\$0		
2000	\$861.53	\$0.00	\$0.00	\$0.00	\$861.53	\$861.53			PAID
1999	\$840.19	\$0.00	\$0.00	\$0.00	\$924.21	\$924.21			PAID
1998	\$841.83	\$0.00	\$0.00	\$0.00	\$973.11	\$973.11			PAID
1997	\$841.83	\$0.00	\$0.00	\$0.00	\$969.91	\$969.91			PAID
1996	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			PAID
1995	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			PAID

Available Tax Payment Receipt(s)

Year	Receipt #	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty Tax	Payment
2000	11923	\$861.53	\$0.00	\$0.00	\$0.00	\$0.00	\$861.53
1999	14364	\$840.19	\$0.00	\$0.00	\$0.00	\$84.02	\$924.21
1998	3395	\$841.83	\$0.00	\$0.00	\$0.00	\$131.28	\$973.11

Deed History

Date	Book	Page	Grantee1	Grantee2	Deed Type	Sale Amount	Revenue Amount
10/23/2001	2001	135102	SWEETSER, WILLIAM G. & KELLY L.		WD	55,000	181.50
LRR 2001-135102 WD 181.50 (55M)							
1/11/1999	99	5396	MCILROY BANK & TRUST, AN AR	BANKING CORP.	CD	0	0.00
KRB 99-5396 CD NO REV							

9/23/1996 96 60478 HEATH,
MICHAEL &
LORI L. WD 67,000 221.10
KDC 96-60478 WD \$221.10 (67M)

9/24/1993 93 55504 WATSON,
DANNY RAY QC 0 0.00
QCD NO REV FR ROBERT D. MHOON ET UX. 93-55505 - QCD NO
REV FR JIM WATSON ET UX.

1/1/1985 935 174 WATSON, JIM &
DANNY RAY 0 0.00

[Next Item](#) | [Previous Item](#) | [Return to Search Results](#) | [Modify Search](#) | [New Search](#)

MICROFILMED

RECORD
JAN 3 PM 1 01
WASHINGTON CO AR
A. KOLLMEYER

ORDINANCE NO. 3750

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION R93-50 FOR A PARCEL
CONTAINING APPROXIMATELY 0.97 ACRES LOCATED AT
2220 E. HUNTSVILLE REQUESTED BY JIM AND DANNY
WATSON.

**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:

R93-50 for the real property described in Exhibit "A" attached hereto and made
a part hereof.

From R-1, Low Density Residential District to I-2, General Industrial District.

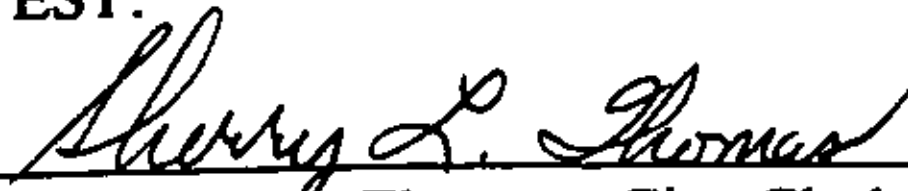
Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is
hereby amended to reflect the zoning change provided in Section 1 above.

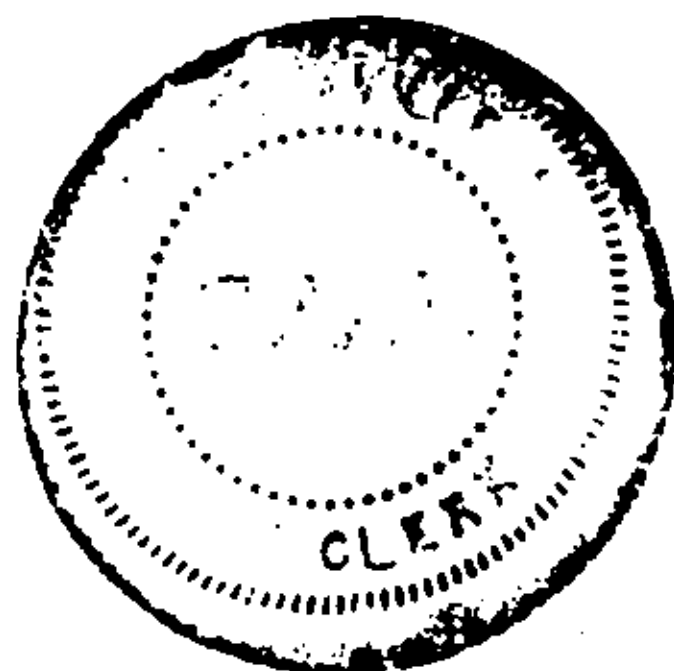
PASSED AND APPROVED this 21st day of December, 1993.

APPROVED:

By: 
Fred Hanna, Mayor

ATTEST:

By: 
Sherry L. Thomas, City Clerk



94000151

EXHIBIT "A"

LEGAL DESCRIPTION FOR R93-50

Part of the NW¼ of the NE¼ of Section 23, Township 16 North, Range 30 West, described as beginning 326.26 feet South and 334.77 feet East of the Northwest Corner of the said Northwest Quarter of the Northeast Quarter, thence East 210 feet, thence South 192.6 feet to the North right-of-way line of Arkansas State Highway 16, thence along said right-of-way line S 85°15'46" W 210.72 feet, thence north 210 feet to the point of beginning, containing 0.97 acres, more or less.

94000152

BILL OF ASSURANCE

Comes now DANNY WATSON, Owner of MHOON BEEF, hereby covenant and agree to the following conditions for that property hereinafter described:

1. To limit the use of the property only to meat packing operations.
2. That, in the event that the above condition is not met, that zoning on the parcel would revert to R-1.

Subject property is located at 2220 E. Huntsville Road and is more particularly described as follow, To-Wit:

Part of the NW1/4 of the NE1/4, Section 23, T-16-N, R-30-W, described as beginning 326.26 ft. South and 334.77 ft. East of the NW corner of the said NW1/4 of the NE1/4, thence East 210 ft., thence South 192.6 ft. to the North right of way line of Ar. St. Hwy. 16, thence along said right of way line S85 15'46" W 210.72 ft., thence north 210 ft. to the point of beginning, containing 0.97 acre, more or less.

The undersigned agree that their successors and assigns shall be bound by this Agreement, and that this Agreement shall constitute a covenant running with the land and shall be binding on any transferee from the undersigned owner in the event of a sale or conveyance of said property, or any part thereof at a future date.

94000153

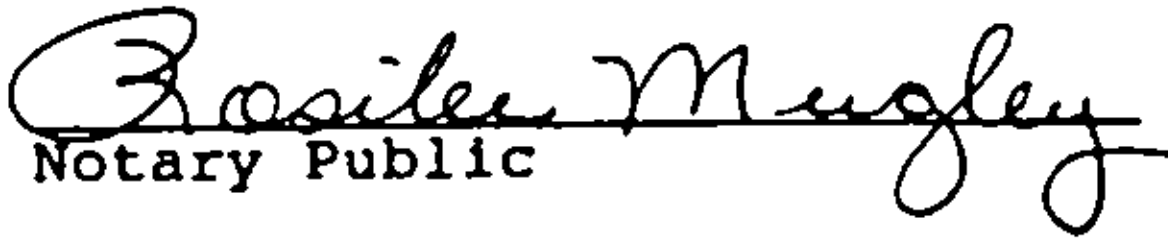
IN WITNESS whereof the undersigned do affix his signatures hereto
this 3rd day of December, 1993 in Fayetteville, Arkansas.



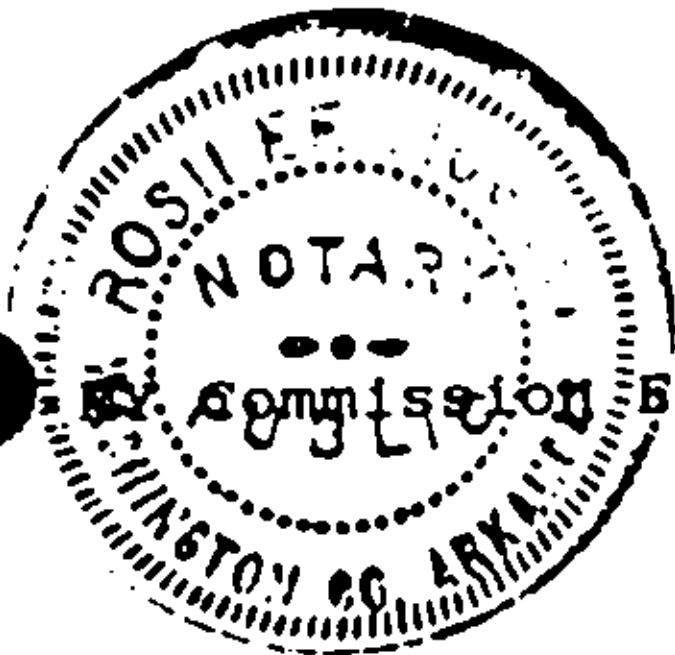
Danny Watson, Owner

STATE OF ARKANSAS)
) SS
COUNTY OF WASHINGTON)

ON THIS day personally appeared before the undersigned, a Notary
Public within and for the County and State aforesaid, duly
qualified, commissioned and acting, DANNY WATSON, to me well known
as the person who signed the above BILL OF ASSURANCE and the
current owner of the subject property, and stated he had executed
the same for the considerations and purposes mentioned and set
forth.



Notary Public



My Commission Expires: 4-18-96

94000154

December 21, 1993

Frederick stated if the City did not acquire this easement, the airport would lose its minimum standards which would render it useless in any conditions other than VFR.

Upon roll call, the ordinance passed by a vote of 8 to 0.

ORDINANCE 3748 APPEARS ON PAGE 89 OF ORDINANCE BOOK XX V //

ANNEXATION & REZONE R93-22

Mayor Hanna introduced consideration of an ordinance annexing 233 acres located on the east side of Salem Road and north of Mt. Comfort and rezoning the land from A-1, Agricultural, to R-1, Low Density Residential, as requested by Mel Milholland on behalf of Howard Davis for JED Development. The Planning Commission voted 6-2-0 to recommend the annexation and rezoning subject to phasing the entire development to planned infrastructure improvements.

City Attorney Jerry Rose read the ordinance. Williams, seconded by Odom, made a motion to suspend the rules and place the ordinance on its second reading. Upon roll call, the motion passed by a vote of 8 to 0, and the City Attorney read the ordinance for the second time. Miller, seconded by Edens, made a motion to further suspend the rules and place the ordinance on its third and final reading. Upon roll call, the motion passed by a vote of 8 to 0, and the City Attorney read the ordinance for the third time.

Upon roll call, the ordinance passed by a vote of 8 to 0.

ORDINANCE 3749 APPEARS ON PAGE 91 OF ORDINANCE BOOK XX V //

REZONE R93-50

Mayor Hanna introduced consideration of an ordinance rezoning .97 acres located at 2220 E. Huntsville Road from R-1, Low Density Residential, to I-2, General Industrial, as requested by Jim and Danny Watson. The Planning Commission voted 8-0-0 to recommend the rezoning subject to a Bill of Assurance offered by the applicant restricting the use of the site only for meat packing purposes.

City Attorney Jerry Rose read the ordinance. Williams, seconded by Odom, made a motion to suspend the rules and place the ordinance on its second reading. Upon roll call, the motion passed by a vote of 8 to 0, and the City Attorney read the ordinance for the second time. Williams, seconded by Miller, made a motion to further suspend the rules and place the ordinance on its third and final reading. Upon roll call, the motion passed by a vote of 8 to 0, and the City Attorney read the ordinance for the third time.

Upon roll call, the ordinance passed by a vote of 8 to 0.

ORDINANCE 3750 APPEARS ON PAGE 97 OF ORDINANCE BOOK XX V //

Planning Commission
November 22, 1993
Page 8

PUBLIC HEARING - REZONING R93-50
JIM & DANNY WATSON - 2220 E. HUNTSVILLE

The next item was a public hearing for Rezoning R93-50 submitted by Jim and Danny Watson for property located at 2220 E. Huntsville Road. The request is to rezone .97 acres from R-1, Low Density Residential, to I-2, Heavy Industrial.

Mr. Conklin explained the applicant had petitioned for I-2 zoning in order to add on to the existing building. He pointed out that, under Section 160.135, a nonconforming use, such as Mhoon Beef, could not be enlarged or expanded within an R-1 zone. He explained the existing structure on the site had been used as a meat packing plant by Mhoon Beef for over 30 years. He advised I-2 (Unit 23) was the only zone which allowed meat packing as a use by right.

He stated the applicant had voluntarily offered a Bill of Assurance restricting the use of the land to only meat packing. He explained this project would not be required to go through Large Scale Development since the addition would not exceed 10,000 square feet.

He reviewed surrounding land use and zoning: to the north was vacant land zoned R-1, to the east was developed as single family and zoned R-1, to the south was developed commercially and zoned C-1, and to the west was developed as single family and zoned R-1.

Mr. Conklin recommended approval of the requested rezoning with the acceptance of the Bill of Assurance offered by the applicant restricting the use of the site for meat packing uses only. He pointed out the use had existed on the subject site for over 30 years and the applicant was requesting the rezoning in order to expand the existing operation.

Ms. Britton asked if vegetative screening would be required around the subject property.

Ms. Conklin explained either vegetation or fencing would be required on three sides (the north, west and east).

Mr. Reynolds advised he had discussed the rezoning with the neighbors and they had no objections to the rezoning. He pointed out the business had been located at the site for over 30 years.

MOTION

Mr. Reynolds moved to recommend approval of the rezoning subject to staff comments.

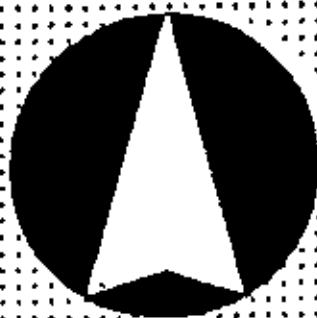
Mr. Pummill seconded the motion.

The motion carried 8-0-0.

RZN93-50.00

Future Landuse

ORDINANCE 3750



CHERRY LN

HUNTSVILLE RD

HUNTSVILLE RD

HUNTSVILLE RD

JERRY AVE

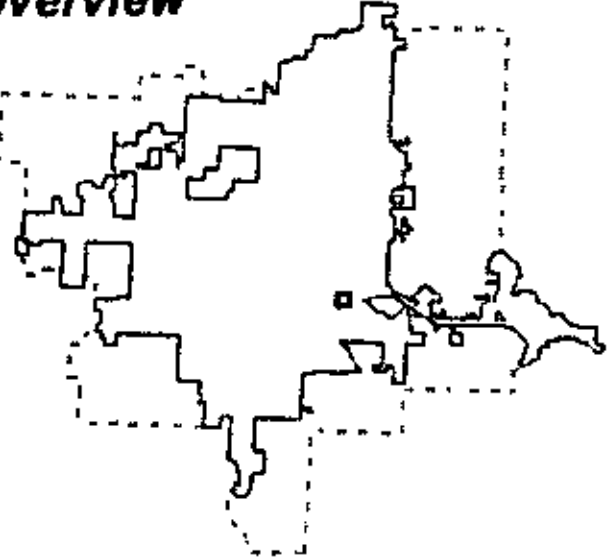
LEE ST

JERRY AVE

Future Landuse

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University

Overview



Legend

Subject Property

RZN93-50.00

Streets

- Existing
- Planned

Boundary

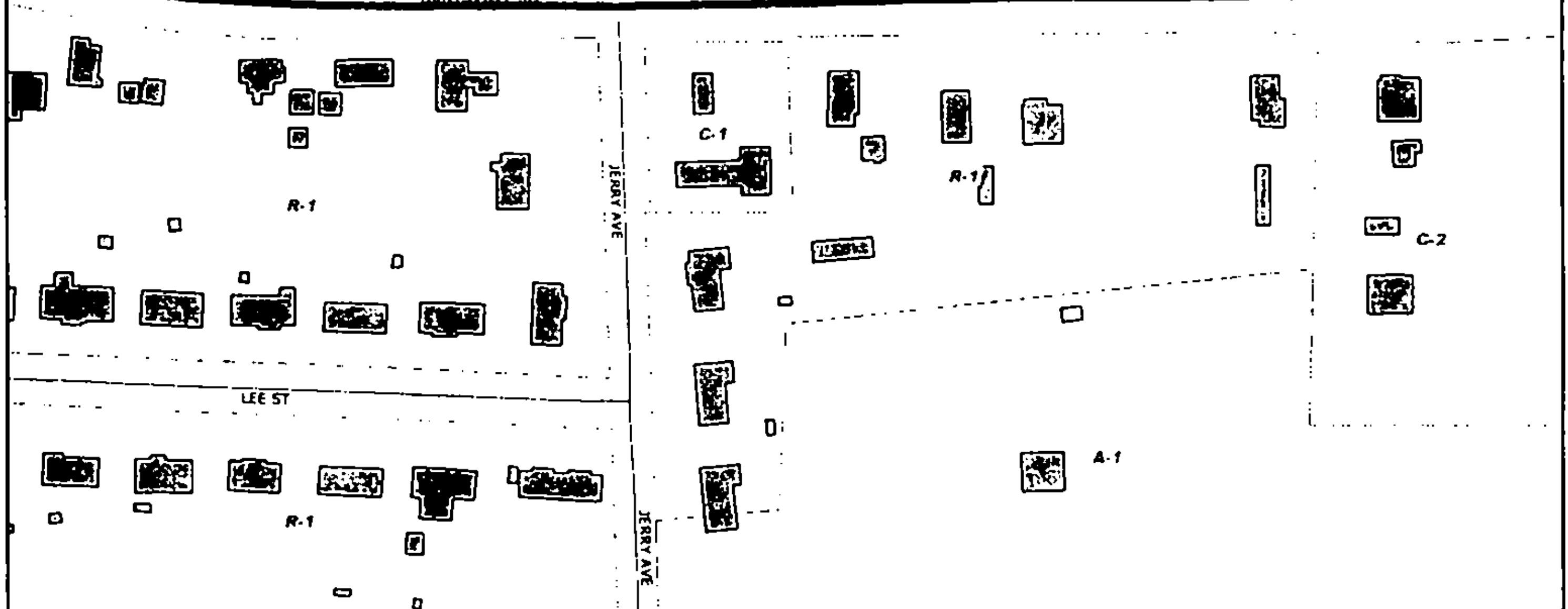
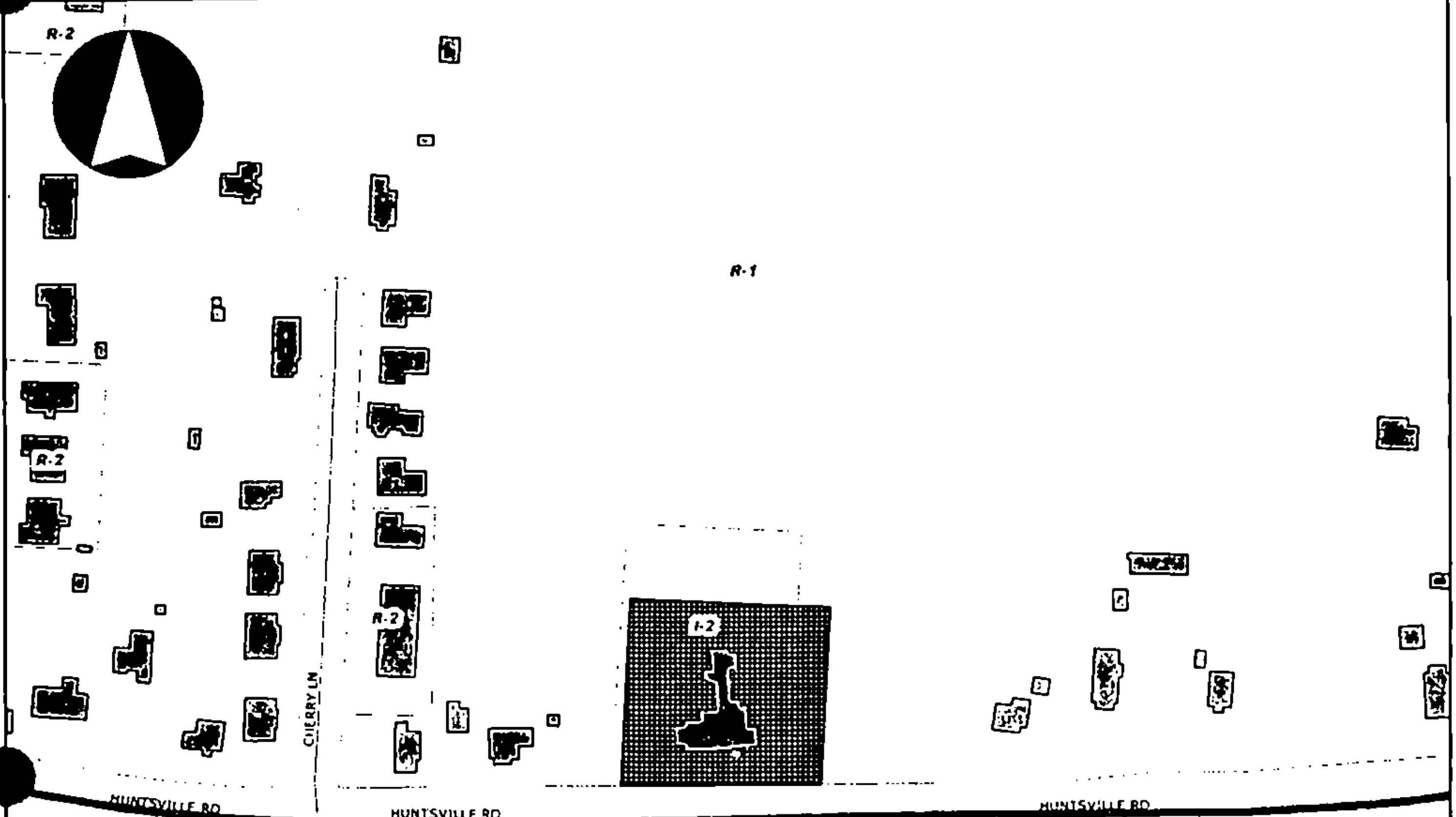
- Planning Area
- Overlay District
- City Limits



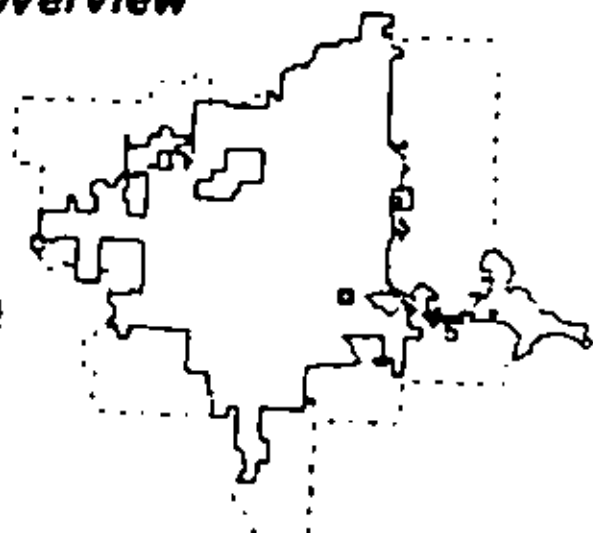
RZN93-50.00

ORDINANCE 3750

Close Up View



Overview



Legend

Subject Property
RZN93-50.00

Streets

Existing
Planned

Boundary

Planning Area
Overlay District
City Limits
Outside City

Master Street Plan

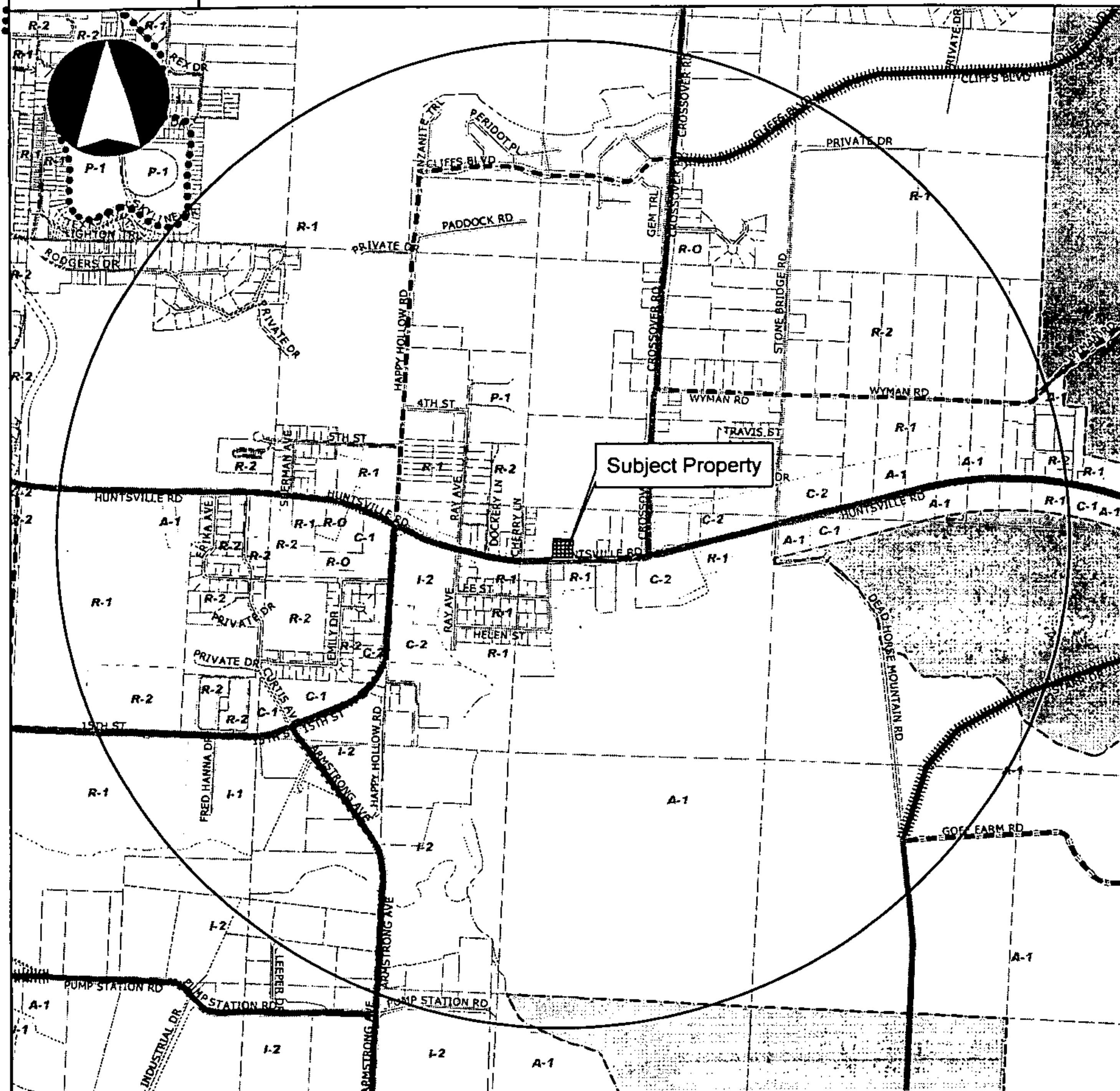
Freeway/Expressway
Principal Arterial
Minor Arterial
Collector
Historic Collector

0 75 150 300 450 600 Feet

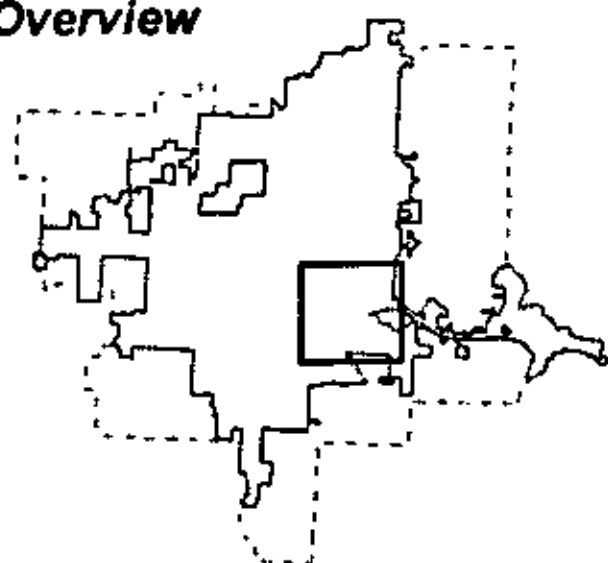
RZN93-50.00

One Mile View

ORDINANCE 3750



Overview



Legend

Subject Property

RZN93-50.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector



STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of July 16, 2002.

FROM:

Tim Conklin

Planning

Urban Development

Name

Division

Department

ACTION REQUESTED: To approve an ordinance nullifying, revoking, and replacing rezoning ordinance No. 4403 for property described in zoning petition RZN 02-14 for a parcel containing 3.12 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

COST TO CITY:

\$0

Cost of this request

Category/Project Budget

Category/Project Name

Account Number

Funds used to date

Program Name

Project Number

Remaining balance

Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Staff recommends approval.

Division Head

Date

Cross Reference

Department Director

Date

New Item: Yes No

Prev Ord/Res#:

Administrative Services Director

Date

Orig Contract Date:

Mayor

Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Tim Conklin, A.I.C.P., City Planner
THRU: Hugh Earnest, Urban Development Director
DATE: July 3, 2002

BACKGROUND

This property was rezoned from A-1 to R-O at the June 18, 2002 City Council meeting. The intent of the rezoning was to rezone the entire tract to R-O with the exception of a small piece in which a crematorium was to be located. The large scale development was submitted and it was discovered that the area in which the crematorium was to be located did not fall within the remaining A-1 district.

Therefore, the applicant is now requesting that the rezoning be amended in order to accommodate the location of the crematorium.

CURRENT STATUS

Staff recommended the rezoning and the Planning Commission voted 5-0-1 to recommend the rezoning to the City Council.

City Council approved the original request with a vote of 7-0-0.

RECOMMENDATION

Staff and the Planning Commission recommend approval of the requested ordinance to revoke the original rezoning and to adopt the amended legal description to accommodate the final location for the crematorium.

ORDINANCE NO. _____

AN ORDINANCE NULLIFYING AND REVOKING
REZONING ORDINANCE NO. 4403.

WHEREAS, Ordinance No. 4403 rezoned that property described in rezoning petition RZN 02-14.00 for a parcel containing approximately 3.12 acres located at the Northeast corner of Crossover and East Zion Road from A-1, Agricultural to R-O, Residential Office; and

WHEREAS, changes in the location of the crematorium within the development have caused the need to amend the original legal description for that portion of the property to remain A-1, Agricultural.

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

Section 1. That Ordinance No. 4403 is hereby nullified, revoked, and replaced and the property described therein as set out in Exhibit A attached hereto is hereby changed as follows:

From R-O, Residential Office to A-1, Agricultural.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change in Section 1 above.

PASSED AND APPROVED this ____ day of ____, 2002

APPROVED:

By: _____

Mayor Coody

ATTEST:

By: _____

Heather Woodruff, City Clerk

DRAFT

DRAFT

RZN 02-14.1

EXHIBIT "A"

DESCRIPTION OF REZONING FROM A-1 TO R-0

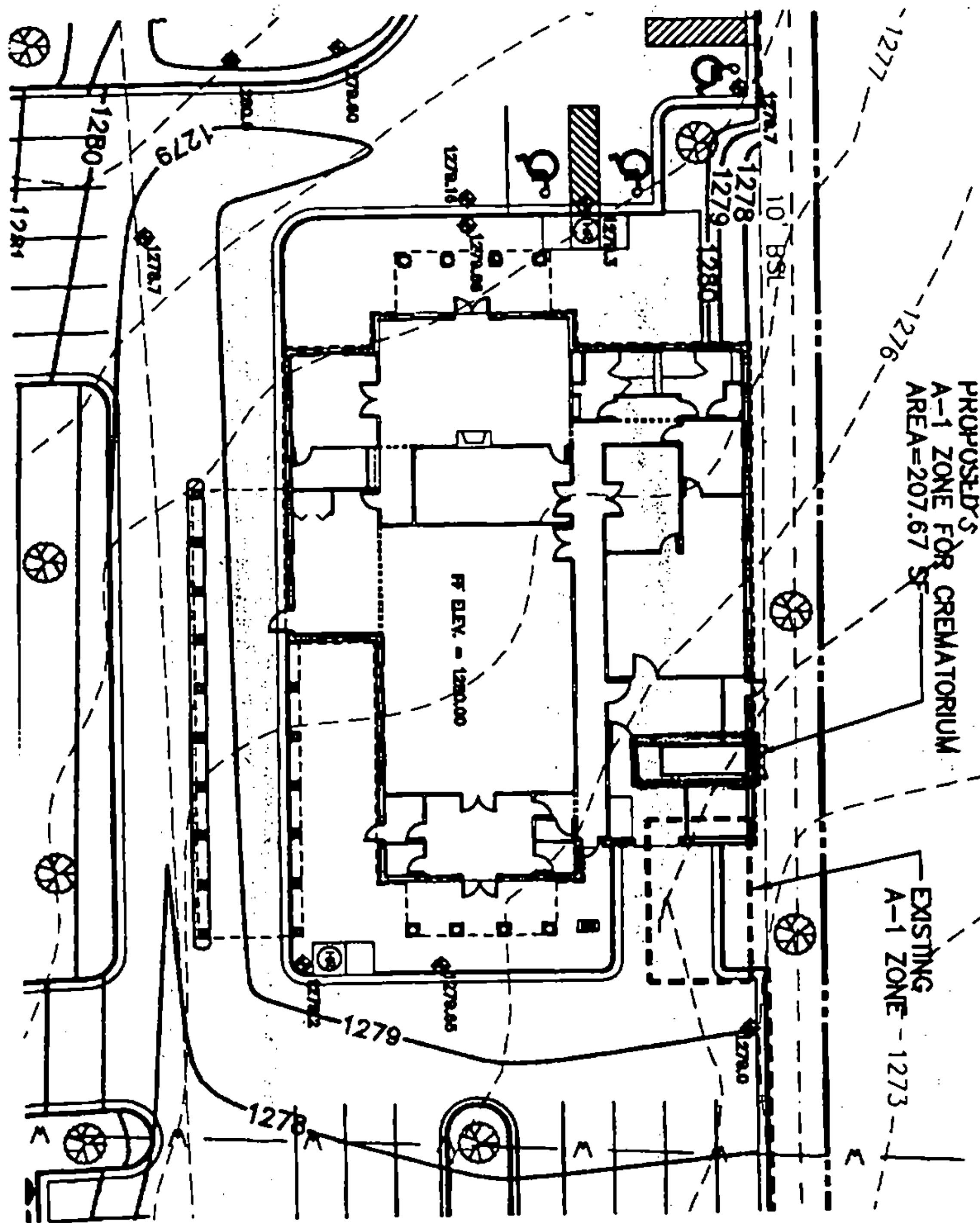
A PART OF THE SE ¼ OF THE NW ¼ AND A PART OF THE SW ¼ OF THE NW ¼ OF SECTION 19, T-17-N, R-29-W DESCRIBED AS COMMENCING AT THE NE CORNER OF SAID SE ¼ OF THE NW ¼; THENCE S0°21'03"W 687.76 FEET; THENCE ALONG AN AGREED BOUNDARY LINE, N 89°45'41"W 621.58 FEET TO A FOUND IRON PIN; THENCE S0°21'03"W 161.64 FEET; THENCE ALONG CENTERLINE OF EAST ZION ROAD, S88°03'31"W 544.62 FEET; THENCE S 86°46'10"W 149.08 FEET; THENCE ALONG EAST RIGHT-OF-WAY OF ARKANSAS HIGHWAY NO. 265 N1°02'50"W 211.42 FEET TO A SET IRON PIN; THENCE S 89°45'41"E 698.15 FEET TO A SET IRON PIN; THENCE S 0°21'03"W 20.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 3.12 ACRES, MORE OR LESS, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

SAID TRACT SUBJECT TO 35 FEET OF RIGHT OF WAY FOR EAST ZION ROAD ON THE SOUTH SIDE THEREOF.

LESS AND ACCEPT TO REMAIN A-1

A PART OF THE SE ¼ OF THE NW ¼ OF SECTION 19, TOWNSHIP 17 N, RANGE 29 W, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF THE SE ¼ OF THE NW ¼ OF SAID SECTION 19; THENCE SOUTH 00°21'03" WEST 687.76 FEET; THENCE NORTH 89°45' 41" WEST 621.58 FEET; THENCE NORTH 00°21'03" EAST 20.00 FEET; THENCE NORTH 89°45'41" WEST 499.26 FEET; THENCE SOUTH 11.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG SAID LINE, A DISTANCE OF 22.25 FEET; THENCE WEST 9.33 FEET; THENCE NORTH 22.25 FEET; THENCE EAST 9.33 FEET TO THE POINT OF BEGINNING, CONTAINING 207.37 SQUARE FEET.



ORDINANCE NO. 4403

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 02-14.00 FOR A PARCEL
CONTAINING APPROXIMATELY 2.80 ACRES LOCATED AT THE
NORTHEAST CORNER OF CROSSOVER (HWY 265) AND EAST ZION
ROAD, FAYETTEVILLE, ARKANSAS, AS SUBMITTED BY RAYMOND
SMITH ON BEHALF OF JOHN AND JANET KESNER.

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

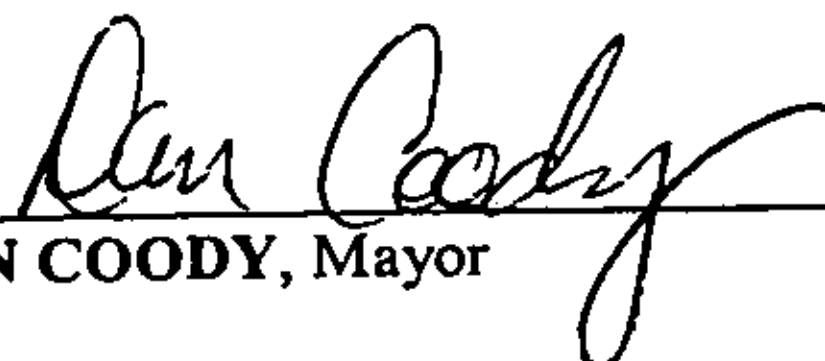
Section 1: That the zone classification of the following described property is hereby
changed as follows:

From A-1, Agricultural to R-O, Residential Office 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.

PASSED AND APPROVED this 18th day of June, 2002.

APPROVED:

By: 
DAN COODY, Mayor



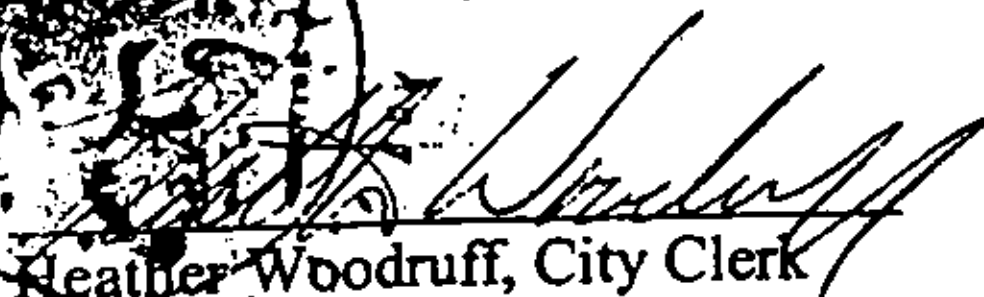

Heather Woodruff, City Clerk

EXHIBIT "A"

A PART OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 29 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 40 ACRE TRACT; THENCE SOUTH 00 29 27 WEST ALONG THE WEST LINE OF SAID 40 ACRE TRACT 648.75 FEET TO THE POINT OF BEGINNING, FROM WHICH AN EXISTING IRON REFERENCE ON AN AGREED BOUNDARY LINE (BK. 1309-570) BEARS SOUTH 89°45'41"EAST 2.85 FEET; THENCE SOUTH 89 45 41 EAST ALONG AGREED BOUNDARY LINE 695.09 FEET; THENCE SOUTH 00 21 03 WEST 161.64 FEET; TO A POINT IN THE CENTER OF ZION ROAD; THENCE ALONG THE CENTERLINE OF ZION ROAD THE FOLLOWING BEARINGS AND DISTANCES; SOUTH 88 03 31 WEST 544.50 FEET; THENCE SOUTH 86 46 10 WEST 151.78 FEET TO A POINT ON THE WEST LINE OF SAID FORTY ACRE TRACT, AND FROM WHICH A SET REFERENCE IRON ON THE NORTH RIGHT OF WAY OF ZION ROAD BEARS NORTH 00 29 27 EAST 30.06 FEET; THENCE NORTH 00°29 27 EAST 191.54 FEET TO THE POINT OF BEGINNING, CONTAINING 2.80 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS, BEING SUBJECT TO THAT PORTION WHICH LIES IN A COUNTY ROAD OF THE HEREIN DESCRIBED TRACT.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of June 18, 2002.

FROM:		
Tim Conklin	Planning	Urban Development
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZN 02-14.00 as submitted by Raymond Smith on behalf of John & Janet Kesner for property located at the northeast corner of Crossover (Hwy 265) and East Zion Road. The property is zoned A-1, Agricultural and contains approximately 2.80 acres. The request is to rezone to R-O, Residential Office.

COST TO CITY:

\$0		
Cost of this request	Category/Project Budget	Category/Project Name

Account Number	Funds used to date	Program Name
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Project Number	Remaining balance	Fund
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BUDGET REVIEW: Budgeted Item Budget Adjustment Attached

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

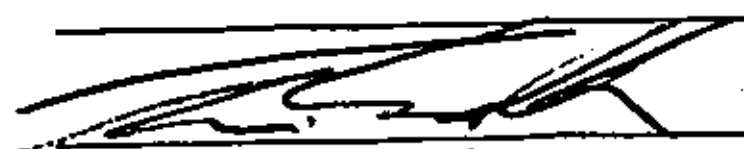
GRANTING AGENCY:

Accounting Manager	Date	ADA Coordinator	Date
--------------------	------	-----------------	------

City Attorney	Date	Internal Auditor	Date
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Purchasing Officer	Date
--------------------	------

STAFF RECOMMENDATION: Staff recommended approval and on May 28, 2002 the Planning Commission voted 5-0-1 to recommend the rezoning be approved by the City Council.


Division Head

5-31-02
Date

Department Director

Date

Administrative Services
Director

Date

Mayor

Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Tim Conklin, A.I.C.P., City Planner
THRU: Hugh Earnest, Urban Development Director
DATE: May 31, 2002

BACKGROUND

RZN 02-14.00 was submitted by Raymond Smith, Attorney, on behalf of John & Janet Kesner for property located at the northeast corner of Crossover (Hwy 265) and East Zion Road. The property is zoned A-1, Agricultural and contains approximately 2.80 acres. The request is to rezone to R-O, Residential Office. It is surrounded by single family homes on large tracts of property, all zoned A-1. The Elks Lodge is located across Zion Road to the south.

The applicant has requested this rezoning with the intention of developing a funeral home with a crematory. A funeral home is a use which is permitted by right within the R-O, Residential Office zoning district. However, the crematory is only permitted within the A-1, Agricultural district. This request will rezone a portion of the property that the applicant intends to develop which will leave part of the property properly zoned for the crematory on the site.

CURRENT STATUS

Staff recommended the rezoning and the Planning Commission voted 5-0-1 to recommend the rezoning to the City Council.

RECOMMENDATION

Staff and the Planning Commission recommend approval of the requested rezoning.

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: Dawn T. Warrick, Senior Planner
THRU: Tim Conklin, A.I.C.P., City Planner
DATE: May 22, 2002

RZN 02-14.00: Rezoning (Kesner, pp 99) was submitted by Raymond Smith, Attorney on behalf of John & Janet Kesner for property located at the northeast corner of Crossover (Hwy 265) and East Zion Road. The property is zoned A-1, Agricultural and contains approximately 2.80 acres. The request is to rezone to R-O, Residential Office.

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: May 28, 2002

CITY COUNCIL ACTION: Required YES
☐ Approved ☐ Denied

Date: June 18, 2002 (1st reading – if recommended)

Comments: _____

BACKGROUND:

The subject property is located at the northeast corner of Zion Road and Crossover Road (Hwy 265). It is surrounded by single family homes on large tracts of property, all zoned A-1. The Elks Lodge is located across Zion Road to the south.

The applicant has requested this rezoning with the intention of developing a funeral home with a crematory. A funeral home is a use which is permitted by right within the R-O, Residential Office zoning district, however the crematory is only permitted within the A-1, Agricultural district. This request will rezone a portion of the property that the applicant intends to develop which will leave part of the property properly zoned for the crematory on the site.

SURROUNDING LAND USE AND ZONING

North:	Single family residence, A-1
South:	Elks Lodge, A-1
East:	Single family residence, A-1
West:	Vacant, A-1

INFRASTRUCTURE:

Access for this site is from Zion Rd. which is classified a collector on the City's Master Street Plan. This street is not currently constructed to the MSP standards. The condition of the street as well as the impact of any proposed development will have to be evaluated at the time of large scale development review. Crossover Rd. (Hwy 265), designated a principal arterial, also adjoins the site. Right of way dedication will be required in order for both adjoining streets to meet minimum requirements. Improvements to Zion Road and Crossover Road will be reviewed and determined at the time of development review.

An existing 12" water line is located along the south side of Zion Road. A 4" force main provides sewer service along the east side of Crossover Road adjacent to the site. These utilities will be reviewed at the time of any development proposal to determine whether upgrades, extensions or new lines will be required.

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

FINDINGS OF THE STAFF

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

Finding: The proposed zoning is consistent with land use planning objectives, principles, and policies. The adopted General Plan 2020 has designated this area Residential. The Residential Office district provides for both residential and limited professional office services which are appropriate in this area. The property is located at an intersection on a major north/south principal arterial which will become more prominent as additional property in the area develops. This zoning designation will allow for the establishment of uses which can serve the residential neighborhoods which have recently been developed and are beginning to build out north and east of the subject property. This zoning will also provide a transition between the principal arterial (Hwy 265) and the residential uses to the east.

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

Finding: While there is a limited amount of existing, undeveloped property within the R-O zoning district in this general area, none of the lots which have been created within the Millennium Place or Stonewood Subdivisions lends itself to the use proposed by the applicant. The use of this property for a funeral home with a crematory requires that adjoining property within the A-1 zoning district be available to accommodate the crematory which is not a permitted use in the R-O district.

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

Finding: The proposed zoning should not create or appreciably increase traffic danger and congestion. A large scale development project will be reviewed by staff and the Planning Commission to determine what improvements or assessments will be necessary to provide the infrastructure necessary to accommodate the proposed project. Improvements to Zion Rd., among other things, will certainly be discussed at that time.

4. A determination as to whether the proposed zoning would alter the population density

and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed zoning will not alter population density.**

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**

CURRENT OWNERSHIP INFORMATION AND ANY PROPOSED OR PENDING PROPERTY SALES

Assessor's Parcel Number 765-13211-000, P/O SE1/4,NW1/4, S19, T17N, R29W, (3.12 acres). Current owners are John & Janet Kesner. Pending Sale to Scott Berna, Nelson Berna Funeral Home and Crematory.

REASON FOR REQUESTED ZONING CHANGE

Parcel Number 765-13211-000, currently A-1, will be used to build a funeral home and crematory, with the parcel rezoned to R-O with the exception of the crematory which will remain zoned as A-1.

LAND DEVELOPMENT

The development of this parcel into a funeral home and crematory is consistent with the land use of the surrounding area in appearance, signage and minimum impact on traffic flow.

WATER/SEWER ACCESS

4" FORCED MAIN SEWER LINE ALONG EAST SIDE OF Highway 265(Crossover Road).

12" WATER LINE ALONG THE SOUTH SIDE OF East Zion Road.

DEGREE TO WHICH PROPOSED ZONING IS CONSISTENT WITH
LAND USE PLANNING OBJECTIVES.

Rezoning parcel 765-13211-000 from A-1 to R-O with the exception of the crematory is in harmony with and consistent with the Fayetteville Land Use Planning Objectives.

JUSTIFICATION FOR PROPOSED ZONING

Proposed zoning change to R-O is justified and needed in order to develop the parcel into a funeral home and crematory (part of the building).

TRAFFIC CONSIDERATIONS

The proposed zoning change will not create an appreciably increase in traffic danger and congestion along Crossover Road, and will help alleviate the traffic danger and congestion at the present location of the funeral home at North College Avenue and Joyce Boulevard.

POPULATION DENSITY CONSIDERATIONS

Population density will not be altered undesirably and minimal or no increase or impact on public services including school, water or sewer facilities.

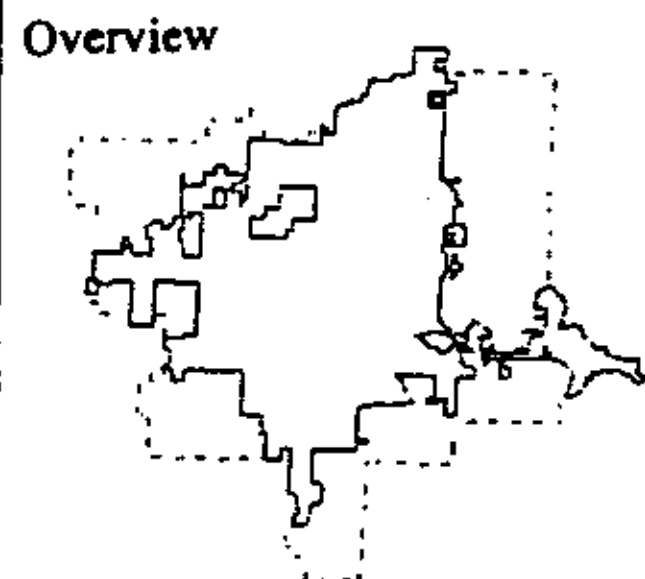
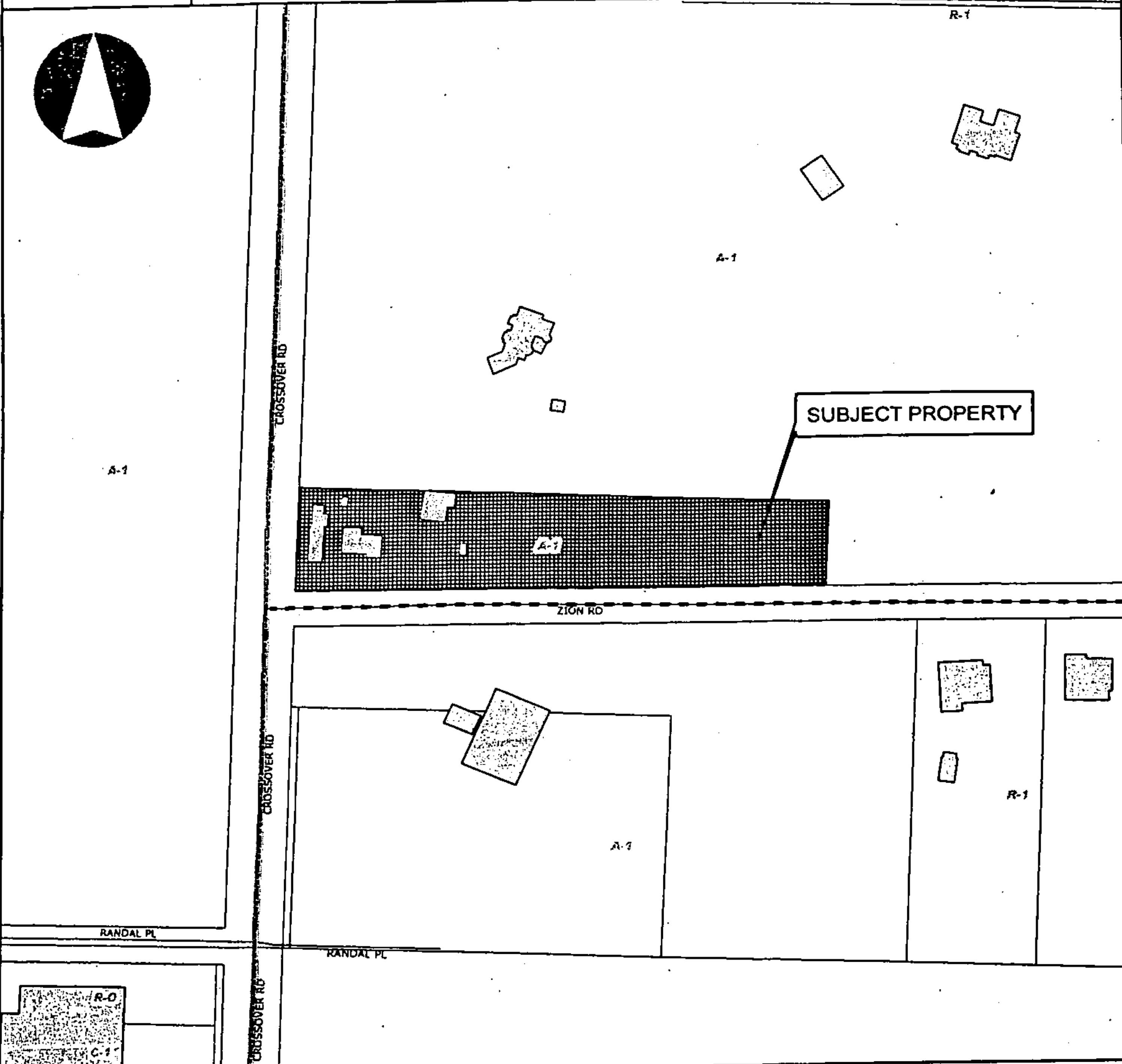
USE OF LAND UNDER EXISTING ZONING CLASSIFICATION

Existing A-1 zoning classification severely restricts use of the land for further development and inconsistent with Land Use Planning Objectives.

RZN02-14.00

Close Up View

KESNER



Legend

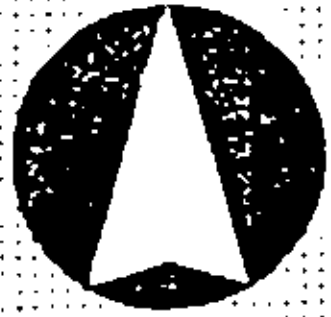
- | | | | |
|-------------|------------------|--------------------|--------------|
| SPCdy | Overlay District | Master Street Plan | City Limits |
| RZN02-14.00 | Streets | Freeway/Expressway | Outside City |
| Buildings | Existing | Principal Arterial | |
| Lakes | Planned | Minor Arterial | |
| | | Collector | |
| | | Historic Collector | |
| | | Planning Area | |
| | | Zoning | |



RZNO2-14.00

KESNER

Future Landuse



CROSSOVER RD

SUBJECT PROPERTY

Residential

ZION RD

CROSSOVER RD

RANDAL PL

RANDAL PL

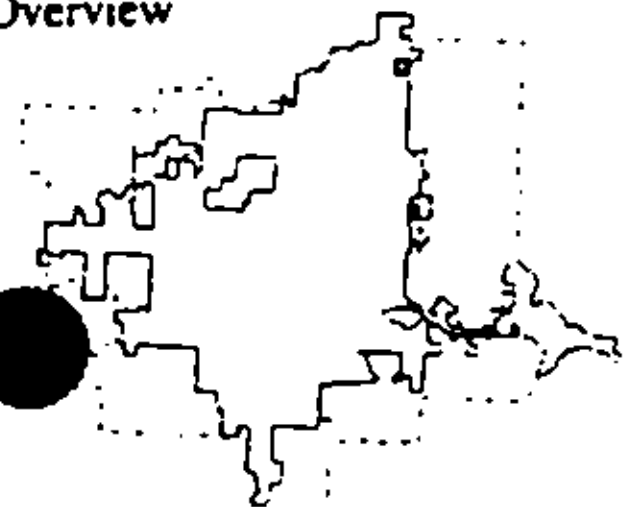
Community Commercial

CROSSOVER RD

Future Landuse

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University

Overview



Legend

Subject Property

RZN02-14.00

Streets

Existing

Planned

Boundary

Planning Area

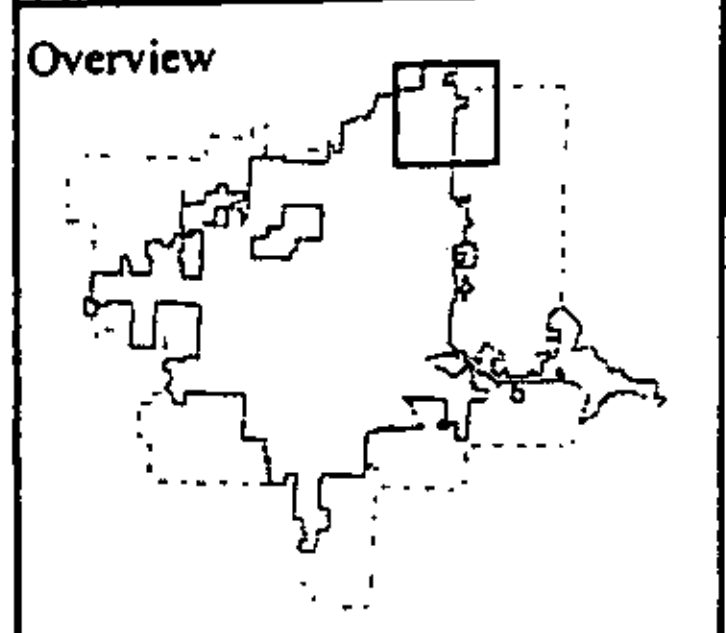
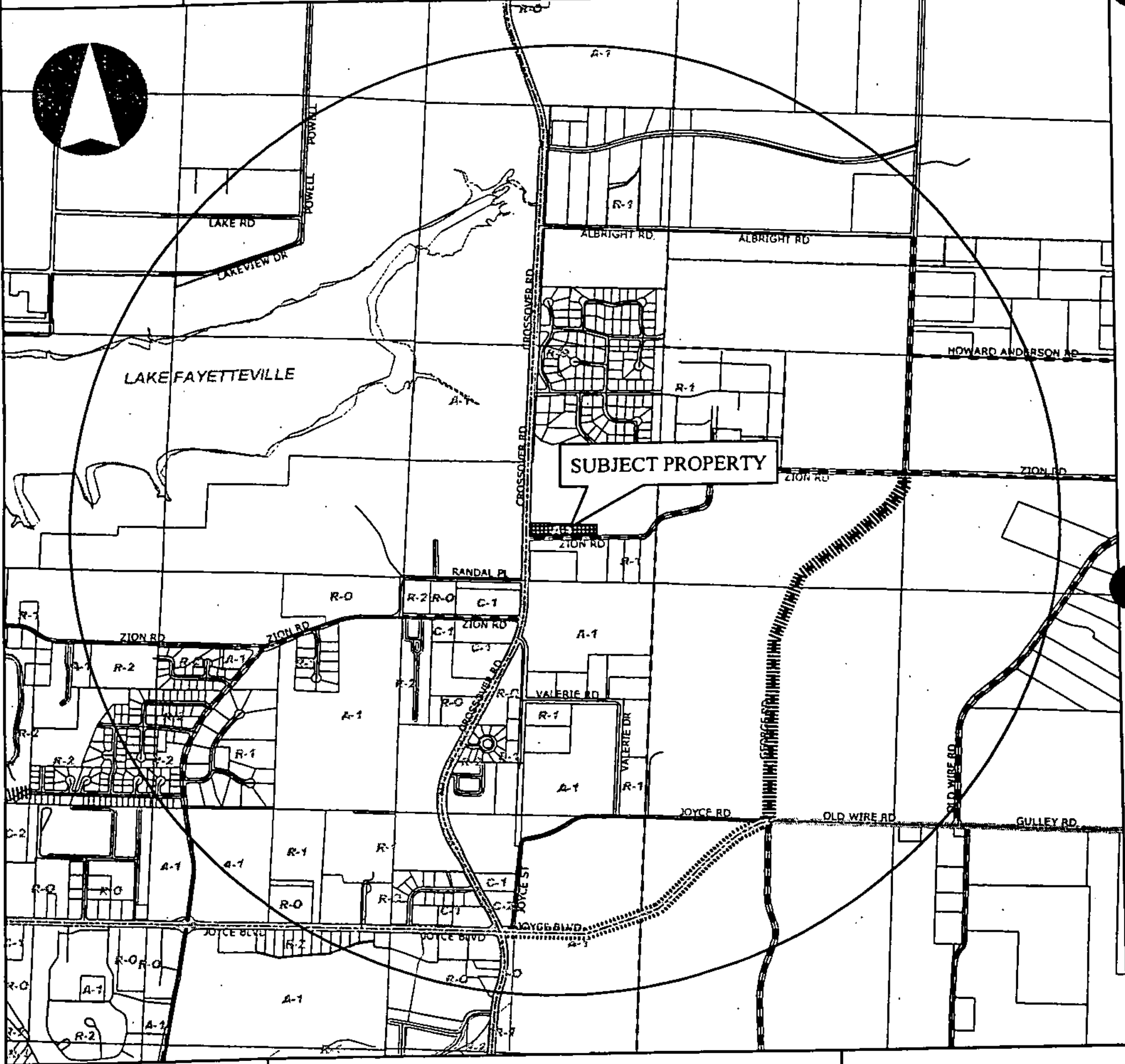
Overlay District

City Limits

0 75 150 300 450 600 Feet

RZN02-14.00
One Mile View

KESNER



Legend

Subject Property

RZN02-14.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

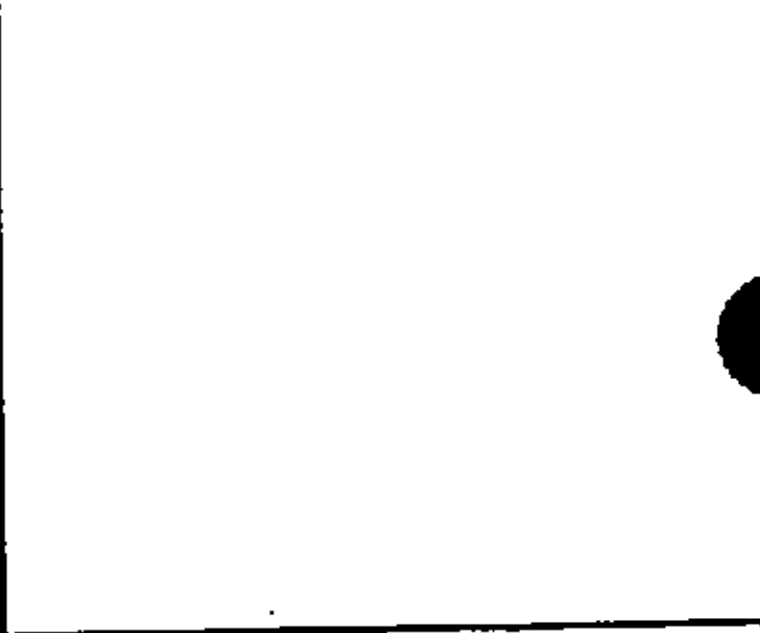
Principal Arterial

Minor Arterial

Collector

Historic Collector

0 0.125 0.25 0.5 0.75 1 Miles



BURKE & OLMSTEAD
ATTORNEYS AT LAW

211 N. COLLEGE AVENUE
P.O. BOX 290

FAYETTEVILLE, ARKANSAS 72702-0290

THOMAS B. BURKE (1942-2001)
THOMAS J. OLMSTEAD

TELEPHONE (479) 443-3896
E-MAIL ADDRESS - olmstead@mc-law.com

TELECOPIER
(479) 443-3889

June 20, 2002

RECEIVED

JUN 20 2002

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Ms. Heather Woodruff
Fayetteville City Clerk
113 W. Mountain
Fayetteville, AR 72701

Re: Notice of Appeal of Planning Commission Decision PPL 02-6.00
Preliminary Plat - Brookstone Subdivision

Dear Ms. Woodruff:

On June 10, 2002 the Fayetteville Planning Commission approved the preliminary plat/large-scale development of Washington Regional Medical System ("WRMS") in connection with its plans to construct a medical office building on Tract 2 of an eight (8) tract property consisting of 38.62 acres subject to five conditions. The proposed development is for a small medical office, in particular a pathologist's office, which will employ approximately 15 to 20 individuals and will rarely occasion any visitors.

As one condition of approval, the Planning Commission required WRMS to contribute one-half the cost, or \$71,951.00, to extend Longview Street to Plainview Street. WRMS hereby appeals that portion of the Planning Commission decision that conditions approval on the construction of this off-site improvement across a third-party's unimproved real property. This appeal is requested pursuant to Section 155.05(A)(2) of the City of Fayetteville Unified Development Ordinance.

In 1998, WRMS was required by the Planning Commission to construct a standard city collector street across the entire length of its property as a condition to approval of its plan to construct an assisted living facility on one of the eight tracts. At that time, the Planning Commission had similarly conditioned approval of WRMS' plat on WRMS advancing one-half the cost to construct and extend Longview across the same unimproved property to Plainview Street. Upon considering the appeal of WRMS, the City Council on June 18, 1998 unanimously granted a waiver of that off-site road construction requirement.

It is the position of WRMS that the decision of the Planning Commission to require WRMS to contribute one-half the cost for construction of an off-site improvement across a third-party's unimproved real property is contrary to law as well as the City of Fayetteville Unified

Ms. Heather Woodruff
June 20, 2002
Page Two

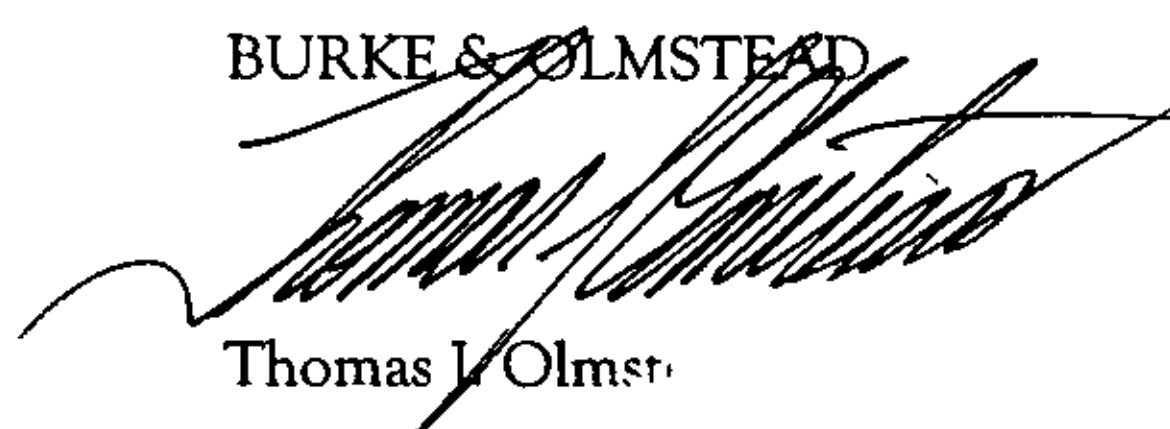
Development Ordinances that pertain to Large Scale Developments. In particular, the cost and scope of the proposed off-site improvement does not bear a "rational nexus", nor is such condition roughly proportional, to the development proposed by WRMS. See Unified Development Ordinance, Section 166.05(C)(7); Constitution of the United States, Amend. 5; Nollan v. California Coastal Comm'n, 425 U.S. 825 (1987); Dolan v. City of Tigard, 512 U.S. 374 (1994). In part, it is the position of WRMS that the off-site improvement required by the Planning Commission requires WRMS to bear a public burden which should otherwise be borne by the public as a whole. Id. WRMS further contends that the Planning Commission requirement that it pay one-half the cost to construct a standard city collector street across a third-party's unimproved real property violates the zoning powers conferred upon Municipal Corporations by the General Assembly. See e.g., Ark. Code Ann. §14-56-401 et seq; Ark. Code Ann. §14-56-417; City of Jonesboro v. Vunacannon, 310 Ark. 366 (1992). Finally, WRMS contends that the City Council, through its action in granting WRMS a waiver of this very requirement in 1998, has spoken and passed upon the issue.

On behalf of WRMS, the owner of the subject property, I would appreciate the City Council scheduling a hearing on this appeal at its earliest convenience.

Should you have any questions or comments, please do not hesitate to call me.

Yours very truly,

BURKE & OLMSTEAD



Thomas L. Olmstead

TJO/nm

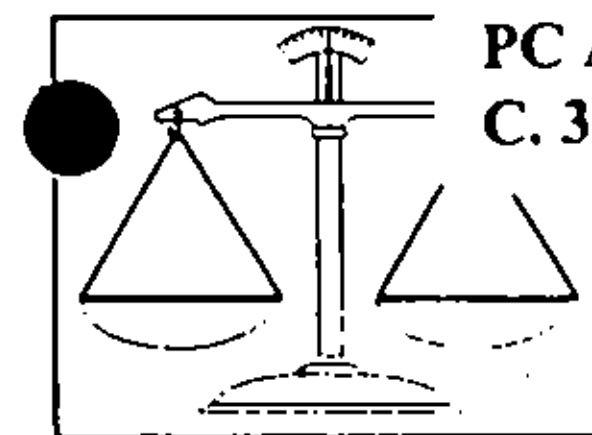
Cc: Mr. Steve Lampkin - President WRMS
Mr. Kit Williams - Fayetteville attorney

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



PC Appeal
C. 3. Page 3

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: Dan Coody, Mayor
City Council

FROM: Kit Williams, City Attorney

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

DATE: June 24, 2002

RE: Required off-site road improvements
Washington Regional Medical Center Appeal
(scheduled for July 16th Council meeting)

The City Council had unanimously rejected the Planning Commission's previous request to assess off-site road improvement costs against Washington Regional Medical Center when it first developed on this acreage less than four years ago. However, the Planning Commission on June 10, 2002, again decided to require Washington Regional to pay about \$72,000.00 to help build a road through a third parties' property. Washington Regional has again appealed, so this City Council will have to decide whether it is appropriate, advisable and legal to require this \$72,000.00 payment for construction costs of a road through the adjoining property owned by third parties.

As City Attorney, it is not my place to opine about whether it is appropriate or advisable to require this off-site road construction. I will only address the legal issues. Even though the 1998 City Council decided to reject the Planning Commission's off-site road assessment requirement, you are not **legally** bound to make the same decision despite the similarities of these appeals. It may be wise to try to be consistent in your development and land use decisions and appeals, but you are not **legally** obligated to follow previous City Council decisions concerning appeals.

attached §100.05 Large Scale Development and ask that you read at least Subsection C.7 (page 14) which provides the Planning Commission the power to require that "the developer shall be required to bear that portion of the cost of off-site improvements which bears a rational nexus to the needs created by the large scale development." I believe this ordinance allowing proportionate assessment against a developer for off-site infrastructure costs caused by the development is **constitutional**. However, there are significant questions about whether this is **statutorily legal** in Arkansas.

I have previously prepared three memos on the issue of a road impact fee and the statutory limitations on cities which attempt to require off-site road improvements or the payment of money in lieu thereof (as ordered by the Planning Commission).

My longest memo was the February 14, 2002 one to the City Council. I included and detailed therein the Attorney General's Opinion No. 95-091 which concludes that the only legal authority for a city to charge for off-site projects was A.C.A. §14-56-417 (b) (6). Although this memo dealt with the proposed impact fees, I noted it was applicable to "off-site road or bridge constructions, etc."

I explained my analysis of our authorizing statute (A.C.A. §14-56-417) in greater detail in my March 27 memo. I concluded that a city probably cannot require a developer to do more than construct and dedicate required streets "**within the subdivision**." Therefore, our ordinance allowing the Planning Commission to require developers to partially pay for **off-site road construction** is legally suspect and may simply be beyond our statutory authority. I have enclosed this short memo to explain why I am concerned that state law may not authorize the City to mandate contributions for **off-site** road improvements.

I also wrote a memo to the Planning Commission on May 10, 2002, attaching my previous memos and stating, "a generalized road impact fee is clearly illegal." I am equally concerned that the Planning Commission's requirement that Washington Regional pay \$72,000.00 for an off-site (proposed) road is on very shaky legal ground.

B. Review and Approval. All large scale developments, not hereinafter excluded, must be reviewed by the Plat Review Committee and the Subdivision Committee and must be approved by the Planning Commission, after having afforded the opportunity for public comment, before a building permit may be issued. Approval by the City Council shall not be required unless an appeal is taken and heard.

Cross Reference: Appeals, Chapter 155.

C. Building Permit/Large Scale Development. Before a building permit for a large scale development may be issued, the developer shall:

1. Development Plan. Submit a development plan to the City Planner for review by the Plat Review Committee. The development plan shall consist of a black line site location map drawn to scale and not to exceed 14 inches by 18 inches, and an accurate black line vicinity map not to exceed 14 inches by 18 inches. The vicinity map need not be drawn to scale.

2. Site Location Map. The site location map shall depict the following:

a. The size and shape of the property on which the development is to be located.

b. The location, size and arrangement of existing buildings, signs, outdoor advertising, and other improvements, water courses, ponds and streams, and any other distinctive or unusual features that will remain after the development is completed.

c. The location, size and arrangement of proposed buildings or additions, parking and loading areas and the type of surfacing proposed for such areas,

**§166.05 LARGE SCALE
DEVELOPMENT.**

A. Requirement. The development of a lot or parcel larger than one acre must be processed in accordance with the requirements for a large-scale development.

(Code 1991, §160.120; Code 1965, App. A, Art. 8(11); Ord. No. 1747, 6-29-70; Ord. No. 1999, 5-7-74)

MOST IMPORTANT



streets, driveways, curb cuts, community facilities, pedestrian ways, and open spaces.

3. Legal Description. A correct legal description of the property located within the large scale development, and a correct legal description, certified by an abstractor or surveyor, of street right-of-way dedications and vacations and utility and drainage easements.

4. Vicinity Map. The vicinity map shall depict the following:

a. The location and name of any street which abuts or intersects the large scale development.

b. The location and name of any other street building or landmark necessary to clearly indicate the location of the large scale development.

5. Preliminary Street and Drainage Plans. (Required only where the developer proposes new streets or an alteration in the existing street plan.) Submit to the City Planner for review by the Plat Review Committee preliminary street and drainage plans, showing alignment of streets and direction of flow of storm and sanitary sewers in relation to topography. Where an official street and drainage plan exists, it shall be submitted for purposes of comparison.

6. Dedication of Right-of-Way. Dedicate sufficient right-of-way to bring those streets which the Master Street Plan shows to abut or intersect the large scale development into conformance with the right-of-way requirements of the master street plan for said streets; provided, the Planning Commission may recommend a lesser dedication in the event of undue hardship or practical difficulties. Such lesser dedication shall be subject to approval by the City Council.

7. Miscellaneous Requirements.

a. Comply with those requirements of §§ 166.03 through 166.04 of the Development regulations pertaining to streets, surface drainage system, water system, sanitary sewer systems; and, if the development is multifamily housing, said requirements pertaining to public parks; and install a sidewalk adjacent to all abutting streets or highways in accordance with City specifications for sidewalk construction.

b. The developer may be required to install off-site improvements, where the need for such improvements is created in whole or in part by the proposed large scale development. For purposes of this section, an off-site improvement shall mean all, or any part of, a street, surface drainage system, water system, or sanitary sewer system, which is to be installed on property located outside the proposed large scale development.

c. Any required off-site improvements shall be installed according to City standards. The developer shall be required to bear that portion of the cost of off-site improvements which bears a rational nexus to the needs created by the large scale development.

d. The Subdivision Committee or Planning Commission may refuse to approve a large scale development for any of the following reasons:

(1). The development plan is not submitted in accordance with the requirements of this section.

(2). The proposed development would violate a City ordinance, a State statute, or a Federal statute.

(3). The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by this chapter.

(4). The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a "dangerous" traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.

(5). City water and sewer is not readily available to the property within the large scale development and the developer has made no provision for extending such service to the development.

(6). The developer refuses to comply with subsection 7. b. and c. pertaining to required on-site and off-site improvements.

Reference: Notifications and Public Hearings. Chapter 157 ; Appeals. Chapter 155.

D. Certificate of Occupancy. No certificate of occupancy shall be issued until the improvements required by subsection 7. a., b. and c. are installed to City specifications.

E. Completion of Development/As Built Plot Plan. Upon completion of the development, the developer shall file with the City Planner an "as built" plot plan for the large scale development showing:

1. The location of all buildings and the setback distance for said buildings from street right-of-way and adjoining property lines;

2. The location of any free-standing signs and the setback distance of said signs from street right-of-way and adjoining property lines;

3. The location, number, dimensions and surfacing of all parking spaces and of all screens or fences.

4. The location and size of all water, sewer, gas, electric, telephone and television cable lines.

F. Minor Modifications. The City Planner may authorize minor modifications in an approved large scale development. Minor modifications shall include, but not be limited to, substitutions of one approved structural type for another or minor variations in placement of buildings in such a way that the overall limits of approved floor area, open space or rooms per acre are not increased. In the event that a developer wishes to make major modifications to an approved development, such modifications shall be submitted to the Subdivision Committee in a form which compares the approved submission with the desired changes. After submission, the Subdivision Committee shall approve or disapprove the requested modifications at its next meeting.

G. Excluded developments. The following large scale developments shall be excluded from the requirements of this section:

1. A single-family residence, an addition to a single-family residence, or an accessory structure for a single-family residence;

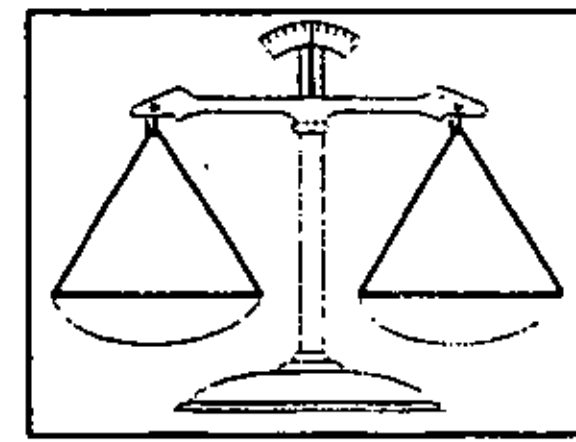
2. An addition to an existing structure if the addition will not:

(a). Exceed 10,000 square feet; or

(b). Require more than 25 additional parking spaces under the provisions of the zoning ordinance; or

(c). Require a change in existing ingress or egress;

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: Tim Conklin, City Planner
Hugh Earnest, Urban Development Director

FROM: Kit Williams, City Attorney

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

DATE: March 27, 2002

RE: Major Road Impact Fee Legality

I do not believe the City of Fayetteville can legally impose a generalized road impact fee on new developments.

The Arkansas Attorney General has clearly held: "In sum, it is my opinion that a municipality may impose an impact fee **only** under the authority granted in A.C.A. §14-56-417 (b) (6), and **only** in compliance with the conditions and limitations set forth therein and in applicable case law." (Arkansas Attorney General Opinion No. 95-091; emphasis added).

A.C.A. §14-56-417 (b) (6) states:

"When a proposed subdivision does not provide areas for a **community or public facility** based on the plans in effect, the regulations may provide for reasonable dedication of land for such public or community facilities, or for a reasonable equivalent

contribution in lieu of dedication of land, such contribution to be used for the acquisition of facilities that serve the subdivision."

The only power given to cities to require an impact fee is "for a reasonable equivalent contribution (of money) in lieu of dedication of land, such contribution to be used for the acquisition of facilities that serve the subdivision." If a subdivision does not provide "a community or public facility" such as a wastewater treatment plant, water reservoir, or park within its subdivision, then a "reasonable equivalent contribution" is authorized by A.C.A. §14-56-417 (b) (6).

The City can and does require developers to build and dedicate streets within the proposed subdivision. Not only are streets probably not "a community or public facility"¹, the developer has probably met his statutory requirement by construction and dedication of the required streets within the subdivision. Therefore, a road impact fee as a "contribution in lieu of the dedication of land" cannot be required if the developer has, indeed, built and dedicated the required roads within his subdivision.

The Consultants justify their proposed road impact fees as a fair way to pay developers for improving major roads within or abutting their subdivisions.

¹ The statute specifically refers to streets as "improvements" rather than a "public or community facility." A.C.A. §14-56-417 (b) (1) (C) and (2) (A). The only Arkansas case I could find defining "facility" (in a different context) referred to a building as opposed to a road or means of transportation. Residents of Sevier County v. Arkansas Highway and Transportation Commission, 330 Ark. 396, 954 S.W. 2d 242 (1997). A.C.A. §14-56-414 refers to a Community Facilities Plan {(c) (1)} and lists "schools, playgrounds, recreational areas, hospitals, special education facilities and cultural facilities" as "Community facilities". Streets are not listed under subsection (c) Community Facilities Plan, but under section (d) Master Street Plan. Therefore it appears clear that streets are not "public facilities" for purposes of A.C.A. §14-56-417 (b) (6).

"The proposed road impact fees differ from the proposed water and wastewater fees in that a significant portion of the fees would be used to **compensate developers** who have frontage on major roadways and are required to construct or improve them." (page 8)
(emphasis added)

It is not the place of the City Attorney to judge policy issues such as whether it is fair and proper to require one developer to compensate another developer whose property fronts a major street.

However, I do not believe the City Council has the legal authority to decide such a fairness policy issue either because I agree with the Attorney General that we are limited to the powers granted in A.C.A. § 14-56-417 (6). That statute does not authorize us to charge a **generalized road impact fee**.

PPL 02-6.00: Preliminary Plat (Brookstone Subdivision, pp 212) was submitted by Terry Carpenter of US Infrastructure, Inc. on behalf of Washington Regional Medical System for property located at 415 Longview Street. The property is zoned A-1, Agricultural and contains approximately 38.62 acres with 8 lots proposed.

Hoffman: Item number eight is a Preliminary Plat for Brookstone Subdivision which was submitted by Terry Carpenter of U.S. Infrastructure, Inc. on behalf of Washington Regional Medical Systems for the property located at 415 Longview Street. The property is zoned A-1, Agricultural and contains approximately 38.62 acres with eight lots proposed. Background is the subdivision includes the Brookstone Assisted Care facility and the Washington County Health Department. This property was recently rezoned to R-O to allow for medical offices. The property to the north is zoned C-2, to the east is zoned R-1, and to the south is zoned R-2. Currently 64% of the site exists in tree canopy and the applicant is proposing to preserve 62% of the site until further development occurs. At the time of future development each tract will be required to meet the minimum 20% canopy preservation requirements. There are five conditions of approval. Tim, do we have signed conditions?

Conklin: No.

Hoffman: I will read those into the record. Planning Commission determination of any offsite improvements to Longview Street. At the present there is only one ingress & egress for this subdivision to Wimberley Drive. *The original Planning Commission approval of the Brookstone Assisted Care Facility on May 13, 1998 required the cost of one-half of this offsite portion of Longview Street be placed in a surety bond. Subsequently, this requirement was overturned by the City Council on June 16, 1998. On March 18, 2002 the City of Fayetteville Street Committee discussed the possibility of the City extending this street to College Avenue. All Committee members were in favor of placing this project on the Capital Improvement Program list which would require approval by the City Council. However, the acquisition of the right-of-way remains in question. City Staff has provided rational nexus calculations in the event that the Planning Commission approves an assessment for this offsite street improvement. The amount of the assessment was calculated to be \$71,957.00. See the attached memo from the Engineering Division.* Standard Conditions of Approval: 2. All required improvements including street lights will be required to be installed prior to final plat approval. Street lights may be deferred if payment is made to the electric company with a certified check and a copy of the check and paid in full receipt is submitted to the Planning Division. 3. Storm water detention will be required for each tract upon development. 4. Plat Review and Subdivision comments (to include written staff comments provided to the

applicant or his representative, and all comments from utility representatives. 5. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements. Is the applicant present? Would you tell us who you are and give us the benefit of your presentation?

Nierengarten: I am Peter Nierengarten, I am an engineer with U.S. Infrastructure.

Hoffman: Do you have a presentation for us or would you prefer to just answer questions?

Nierengarten: We can just answer questions. There are some other people from the hospital here as well to answer any questions.

Hoffman: Thank you very much. Tim, do you want to give us any further information before we take public comment?

Conklin: Back when the Planning Commission looked at the Assisted Care facility there was a requirement that Longview Street be completed through this track of land. They did build the street and did cost share with the City of Fayetteville to their east boundary line. One of the Planning Commission's conditions of approval was to put up a guarantee for the future extension of Longview. They appealed that decision to the City Council in 1998. The City Council removed that condition from that approval at that time. At this time staff is not recommending to place that condition on this development. However, once again, the Planning Commission is the one that will decide what the conditions of approval would be for this Preliminary Plat. Thank you.

Hoffman: Thanks Tim. Is there any member of the audience that would like to address us on this item? Seeing none, I will bring it back to the Commission and the applicant for discussion. We have a summary of the average vehicle trip generation and if I am reading this correctly, Tim you may want to help me with this but on an average weekday we have 664 vehicle trips per day on page 8.5.

Conklin: Average weekday 24 hour volume is 5,393.

Petrie: 5,393 average vehicles per day.

Hoffman: That number seems really high to me and I was trying to find that.

Petrie: It was determined using this standard ITE computer program. What was inserted into the program was the acreage of the undeveloped tracts so it didn't include the assisted care facility, it did not include the Washington County Health facility and that is the item that the computer program asks for is the acreage and the type of development. Certainly the developer is in their right of submitting their own calculations. Our general practice is to use this computer program to make that determination.

Hoffman: Thanks Ron. Do you have any comment on those numbers?

Nierengarten: They do seem high. We haven't done any calculations and have nothing on paper to dispute them though.

Petrie: I should point out on my calculations of course, I only used half of that number, half of it exiting to the west and half going to the east.

Hoffman: Ok, thanks. It seems to me that in light of the possibility for high trip generation that it would behoove the Planning Commission to look again at the assessment for the offsite street improvements and that is under our condition of approval number one. Are you prepared to discuss that?

Nierengarten: The \$70,000 on here, yes, I believe we are prepared to discuss that.

Olmstead: My name is Tom Olmstead, I am the general counsel for Washington Regional Medical Systems and I would like to speak really quickly to the requirement that Washington Regional pay for the cost of extending Longview to Plainview and ask the Commission to consider the fact that back in 1998 when this matter came before the City Council, the City Council unanimously agreed to waive that requirement and at the time did require us to build a standard city street to the boundary line of this property, which was done. I think that that fact as we sit here today creates some significant legal issues on the part of the city if they were to go forward and request this additional money from Washington Regional Medical System at this time. Namely I would suggest to the City that under its ordinances having built the standard city street to the property line it would seem to me that there is no requirement under the ordinances that could force Washington Regional Medical System to bare this cost on an adjoining land owner's property. Also, I would point out that we had a meeting with the Planning Division and discussed this several months ago. I believe the City's attorney, Mr. Williams, might be able to advise the Commission on that issue in a little more detail but would ask that you consider that in weighing this request.

Hoffman: Thank you Mr. Olmstead.

Williams: I did attend the meeting, I think Mr. Conklin was there also when we discussed this. Obviously we looked back and saw that in fact this same issue had been presented to the Planning Commission in 1998 and then was appealed to the City Council in August of 1998. At that point in time the hospital didn't really want to build the street all the way to the property line. The City Council did follow the Planning Commission's recommendation to require that but the City Council unanimously said they did not have to contribute any money to any offsite development to build a road on somebody else's property. In the interim, when we learned this was being developed there has been some action where the other property owners involved to the east of this property are attempting to get right of way that they can dedicate to the city. The City Street Committee has met and looked at this problem and looked at the situation and said that they believed this would be proper use of the capital improvements sales tax to in fact fund the street if the right of way was all dedicated to the city. They are not going to buy the right of way. In light of the whole history of this development and the fact that they do have a collector size street built all the way to the property line, which can really adequately serve this subdivision, it is a cul-de-sac but it is a very short cul-de-sac at this point, only through their property. I think that we would have some potential problems if we tried to require them to donate money to build a road over somebody else's property but more than that I think the City Council, who states the city policy has already unanimously said no, this developer doesn't need to contribute money offsite. I think that at the City Council that was the policy that was stated unanimously and so I would be reluctant to challenge that policy at this point in time.

Hoffman: What is the status on the right of way dedication? Do you have any time frames on that? It sounds like that if we could put it in the CIP budget and we had the right of way the concern that I would have would be that we only have one ingress and egress for a rather large tract.

Williams: The whole reason it would be in the CIP is that this is a very needed project, no question about it. I think it is not going to be slowed up one bit if there is not any money required of this developer. I think as soon as the right of way gets approved that the City Council Street Committee, this is a fairly small project compared to some of the very expensive road projects. It is not very far, it is in conjunction with the fire station that we have on Plainview, so it is really in the City's best interest to get this done and I think it will be moving forward very quickly if the land situation can be resolved. Of course the land situation is not going to be resolved if you require them to dedicate any money right now because that is another land owner or actually two other land owners that are necessary because of the way the street should be laid out. That is the big problem, we are not dealing with just one landowner, there are actually a couple of land owners there.

Hoffman: Thank you Mr. Williams.

Conklin: I just want to make sure that the Commission is aware of this. Longview Street is shown on our Master Street Plan. When the Lewis Brothers property is developed they would be required to dedicate right of way. At that time the determination of building a local street and whether or not the city would cost share as we cost shared with Washington Regional on Longview on this piece of property would be made. There is the ability as the Lewis Brother's property is developed to require the same type of improvements and right of way dedication when that property is developed. Just because we don't have it today doesn't mean we can't get it in the future. I do understand with one way in and out. The traffic numbers you are looking at include the undeveloped tracts of land, collector streets are designed to serve up to 6,000 vehicles per day they have almost that, 5,000.

Church: Have there been other cases where we've required businesses to pay for offsite improvements?

Williams: We have done that in the past and Tim can list a bunch. We have at the mall where we have worked with developers to build Joyce and improve intersections. It is not totally unique. This is kind of a different situation in that this is on unimproved land, land that is not being developed and that is a more unusual situation. In fact, we couldn't do anything originally because we don't have the land. We would just be holding the money thinking that we're going to get the land and so it is unusual like that. We do occasionally work with developers, especially in a cost share situation, and have had offsite improvements. Is that your memory too Tim that we've done that?

Conklin: Yes, and I would agree that typically they are improvements that benefit the development immediately if it is an intersection, or taking a curve out of a street, or lift station improvement, those type of improvements. The difficult situation here is that the land is privately owned and we don't have the ability to even begin to build the street in that location.

Hoffman: Ok, thank you. Commissioner Allen?

Allen: I wondered if we had any data that showed the volume of traffic in 1998 as compared to 2002?

Hoffman: Is that based on the same program?

Petrie: Where would the data be collected? On Longview?

June 10, 2002

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Allen: Yes.

Petrie: Ok. I am sorry, if we do I don't have that with us tonight.

Hoffman: I remember that discussion but I don't think we used that.

Conklin: Once again, on 8.5 you are looking at acres of office park development and coming up with a calculation of 5,393 vehicles average a week daily traffic. A collector street is designed to carry around 6,000 so it is still within those ranges even with the one way in and out shown on there.

Petrie: I am just doing a real quick calculation with the percentage on acreage and working that out with 3.59 acres, which of course it is very hard to make that go back and forth, it would come up with 700 vehicles per day with just the Assisted Care. Of course, when that came through it was the whole piece of property. Just as a comparison, acreage wise, that would account for 700 vehicles per day.

Estes: I have a couple of comments. This of course is a Preliminary Plat, it is subject to certain conditions of approval. The first condition is our determination of any offsite improvement to Longview Street. This is a new matter that is before us and it should be considered as such. Although it is of course related to a previous matter that we've had before us and the appeal from this Commission to the City Council, it was during that appeal that was brought by Mr. Olmstead's law firm, Burke & Eldridge, that our written material reflects that the statement was made and the request was given that the Council wait until Washington Regional developed the remainder of the property to require the road to be completed. Of course, we are here, the day has arrived and that is what is before us now is that the remainder of the property is being developed. We have a high traffic count, average vehicle trip generation has been presented to us and there is nothing whatsoever in the record to dispute those figures, that causes me some concern. I tell you though, there are two additional matters that cause me even greater concern. That is that there is a fire station that is on Plainview. There is no connectivity or no cross access from Plainview to Longview. What we're talking about are medical services, we are talking about assisted care facilities. If there was any sort of an emergency personnel in vehicles from that Plainview station would have to travel north on Plainview, turn west and go down Milsap and then turn back north and come up and then go in. There is no question in my mind that Longview needs to be connected to Plainview. It is just a matter of time and who is going to pay for it. There was the appeal to the City Council. We know that our offsite assessment on the previous application was unanimously overturned by the City Council, and now if I take it correctly, although it has not been specifically stated by this applicant we're asking to pass on it a second time. First of all, I make the

assumption that Longview will be extended and connected to Plainview so the logical next step is who is going to pay for that and how is it going to be paid? I think we should very seriously consider the offsite assessment of the \$71,957.

Hoffman: I have a question for staff. Typically when we do offsite assessments we put a time limit on those. If the CIP project comes through and it is decided that the city would pay for it and the right of way is dedicated, the money can be returned to the developer within a specified amount of time if we put that condition on it.

Conklin: We haven't done that in the past.

Hoffman: I thought we had on Poplar and a couple of other things.

Conklin: Those are funds that we collected for improvements from the developer for offsite. The five year time period came up and they requested their refund of that money. It wasn't due to the CIP project.

Hoffman: Could we not put a similar time frame if the Commission does vote on an offsite improvement assessment for this road. Could we not put a time frame on it for expiration?

Conklin: You already have a five year time frame for the monies to be spent. If not, we hold a public hearing and the Planning Commission determines whether or not the improvement is going to happen fairly soon or refund the money back to the person that gave us the money or refund the money back to the individual lot owners within the subdivision.

Hoffman: I am asking that because the development is certainly an important one for the area. It is going to serve the hospital, it is going to serve a lot of people coming to the area for medical treatment. It is sizeable enough to generate this 5,300 vehicle trips a day so it seems to me that it could be argued the other way that it is feasible that they should pay for the connection or part of it, of Longview.

Hoover: I just realized that I need to recuse from this issue.

Hoffman: Ok, that gives us seven votes. I am always trying to remember too how many the issue requires since we're short one Planning Commissioner. This just requires a simple majority. Knowing that you have seven votes do you wish to proceed or do you want to wait until we have more votes here?

Olmstead: Go ahead and proceed.

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Bunch: Mr. Williams, when this went through before and went to the City Council, possibly some of the reasoning for not having offsite improvements so that one facility would not carry the burden of offsite improvements whereas at this point in time we're looking at a potential 28 or 29 acres of development over and above one individual facility. Previously it was just the Assisted Care facility. Now it is more or less a commercial development. Was there any sort of thinking like that in the decisions?

Williams: Actually, I don't think that we bought that particular argument that was presented to us by Washington Regional at that time. At the time that it went to the City Council Washington Regional wanted the street only to be built to the driveway of the Assisted Care Facility. They did not want the road completed to their property line as the Planning Commission had demanded. The City Council, including myself as an alderman at that time, went along with the Planning Commission and required the hospital to build their road all the way to the property line and that is when they, in reading what Commissioner Estes stated, we did require them to complete that road at that time. They wanted to wait and not complete the road until the rest of the property developed but we said "No, you have to complete the road to your property line, even now even though only one parcel of property is being developed." I think we took into account the fact that all of this land was going to be developed and that is why we required them to build it to the property line. We simply felt that it was improper to require them to pay for offsite development on somebody else's property. We felt that whenever that other property would develop, that developer just like them, would have to pay to have the road built through. We did oversize the road and I think part of that would be to insure that there would be adequate access into this property even prior to the other extension being completed of Plainview.

Conklin: This was built to collector street standards. Washington Regional Medical Center paid for a 28' street all the way from Wimberley Drive to the east property line. They paid the cost of extending that street to the east property line. The City did a cost share to make that into a collector street standard. I think the argument that Washington Regional made was they had to pay for a local street on their property, 28' and then they would be paying for a street on someone else's property. I think that is one of the main arguments that was made.

Hoffman: Thank you Mr. Conklin.

Ward: This is either for Tim or Kit. If we required this assessment to be made, which is about \$72,000, which is about \$9,000 a lot since there are eight lots. Could that be collected when they were brought for large scale?

Conklin: Possibly at large scale.

Hoffman: That would seem to me to be a more equitable solution. I realize that there is somewhat of an issue of requiring offsite improvements. However, if the street directly serves that subdivision, I believe that is a crucial issue as to whether or not we can require the offsite improvement. I think there is no question that Longview would be not only serving the subdivision, but a needed ingress and egress point for it. If anybody wants to try to turn that into a motion I would sure like it. Is there any other discussion? I am going to try to craft a motion. I will move for approval of PPL 02-6.00 for Brookstone Subdivision and the first condition of approval would be that a pro rated system of offsite improvement funding be enacted at the time of large scale development on a per lot basis and that assessment be divisible by the sum of \$71,957 based on each lot and then with the standard conditions of approval.

Petrie: Madam Chair, on the \$71,000, my recommendation would be we go to the overall cost and when the developments come through then we have a better idea of exactly the number of traffic.

Hoffman: I would like to put a not to exceed total number in there though because we've already arrived at this. Then we could prorate it not to exceed when the total lots come through the \$71,000. My motion would state then that the offsite improvements be calculated on a pro rata basis per lot not to exceed \$71,957. That is my motion.

Ward: I will second that. With it, I would like to again ask Kit, our City Attorney, what remedy does the applicant have if we approve it at this level as far as this assessment, they can still take it to the City Council right?

Williams: They can do just like they did in 1998 and appeal to the City Council if they disagree with any of your requirements for this plat.

Ward: Is there a chance that the City Council could find money to do this project as far as this road?

Williams: In fact, the City Council Street Committee, which is basically half the City Council, has unanimously had a meeting and looked at this project and said "Yes, this is a project that we feel will be done by the City." Even though it has not been budgeted yet and it doesn't make much sense to budget it until we know that we can actually have the property dedicated to the city, I would anticipate that if the property becomes dedicated to the City, that it would be a very quick project to be done because as Commissioner Estes has pointed out, this is a very worthwhile project. It

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is close to a fire station. It probably will receive a lot of traffic if it is completed.

Ward: Ok.

Hoffman: Thank you. Is there any further discussion?

Shackelford: Since we have changed this substantially from what was proposed, could we give the applicant an opportunity to comment on the changes? You guys have heard the conversations here. We are now talking about assessing these fees, trying to pass those on to the cost of the lots as they are developed, does that change your objection or position at all?

Olmstead: No.

Shackelford: Kit, you had stated pretty adamantly that you were not in favor of this due to some legal reasons, have you heard anything here in this conversation that has changed your opinion whether or not we should require these fees?

Williams: No I haven't. Primarily I guess my feeling was is that even though this is a different project, as Commissioner Estes stated, I think the general policy was pretty much established by the City Council in 1998. I think it was close enough to this and enough was required of the applicant there in requiring them to build a road all the way to their property line, not just to the project that they wanted to build, that I feel like more from a policy point of view, that the City Council has pretty much already spoken on this. However, we have a lot of new members on the City Council, it is a new City Council so I can't predict what they might do.

Shackelford: Madam Chair, based on that, even though I strongly support this project, I am going to vote against the motion as it stands. I agree that the street needs to be built. I have to go with the City Attorney that this may not be the way that we need to fund it and I want to state that even if we do try to fund it this way, we are still dependent upon getting right of way easements from other property owners. I don't see that what we're doing here is going to facilitate the street being built any quicker. Due to that, I will be voting against the motion as it stands.

Hoffman: Thank you Commissioner Shackelford. Let me just try to elaborate on my thinking on the prorating of the funds. The Planning Commission should be in the business of planning and the fact that we do not have a right of way and that we do not have the CIP funding at this time is precisely why I will vote for it. In some way that could possibly help expedite the building of the road. It is a very short piece, I don't look at it for a tract this size as an undue financial burden, the developer would have been

required to build the entire street that surrounded his property anyway. That is something that he should do and has done and certainly needs to have credit for that. He has an impact on the adjoining streets with the high volume of traffic that is going to be generated by the medical offices so I just wanted to be clear in my reasoning for thinking that we should do the prorating. Does anybody else have any comments at this time? Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to approve PPL 02-6.00 was approved by a vote of 6-1-1 with Commissioner Hoover abstaining and Commissioner Shackelford voting no.

Hoffman: The motion passes on a vote of six to one with one abstention. Thank you Gentlemen.

PC Meeting of June 10, 2002

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701

Brookstone Subdivision, PPL

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner, A.I.C.P.
FROM: Sara Edwards, Associate Planner
Ron Petrie P.E., Staff Engineer
DATE: June 6, 2002

Project: PPL 02-6.00: Preliminary Plat (Brookstone Subdivision, pp 212) was submitted by Terry Carpenter of US Infrastructure, Inc. on behalf of Washington Regional Medical System for property located at 415 Longview Street. The property is zoned A-1, Agricultural and contains approximately 38.62 acres with 8 lots proposed.

Findings: This subdivision includes the Brookstone Assisted Care Facility and the Washington County Health Department. This property was recently rezoned to R-0 to allow for medical offices. Property to the north is zoned C-2, to the east is zoned R-1 and to the south is zoned R-2. Currently 64% of the site exists in tree canopy and the applicant is proposing to preserve 62% of the site until future development occurs. At the time of future development, each tract will be required to meet the minimum 20% canopy preservation requirement.

Recommendation: Approval subject to the conditions listed below.

Conditions of Approval:

1. Planning Commission determination of any offsite improvements to Longview Street. At the present there is only one ingress & egress for this subdivision to Wimberly Drive. *The original Planning Commission approval of the Brookstone Assisted Care Facility on May 13, 1998 required the cost of one-half of this offsite portion of Longview Street be placed in a surety bond. Subsequently, this requirement was overturned by the City Council on June 16, 1998.*

On March 18, 2002 the City of Fayetteville Street Committee discussed the possibility of the City extending this street to College Avenue. All Committee members were in favor of placing this project on the Capital Improvement Program list which would require approval by the City Council. However, the acquisition of the right-of-way remains in question.

City Staff has provided rational nexus calculations in the event that the Planning Commission approves an assessment for this offsite street improvement. The amount of the assessment was calculated to be \$71,957.00. See the attached memo from the Engineering Division.

Standard Conditions of Approval:

2. All required improvements including street lights will be required to be installed prior to final plat approval. Street lights may be deferred if payment is made to the electric company with a certified check and a copy of the check and paid in full receipt is submitted to the Planning Division.
3. Storm water detention will be required for each tract upon development.
4. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications)
5. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.

Background:

The proposed preliminary plat was reviewed at the February 13, 2002 Technical Plat Review and the May 30, 2002 Subdivision Committee Meeting.

Discussion at the Subdivision Committee meeting included possible offsite street improvements to Longview Street.

The Subdivision Committee forwarded the Lot Split to the full Planning Commission subject to all staff comments.

Infrastructure:

- a.) Water will be extended to serve this development.
- b.) Sanitary Sewer will be extended to serve this development.
- c.) Streets. See Conditions of Approval.
- d.) Grading and Drainage. A preliminary drainage report has been submitted. A final report will be required prior to beginning construction. The applicant is not proposing any grading on the site.

PLANNING COMMISSION ACTION: yes Required

____ Approved ____ Denied

Date: _____

Comments:

CITY COUNCIL ACTION:

____ Required
____ Approved ____ Denied

Date: _____

The "CONDITIONS OF APPROVAL", beginning on page one of this report, are accepted in total without exception by the entity requesting approval of this development item.

By

Title

Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 501-575-8206

ENGINEERING DIVISION CORRESPONDENCE

TO: Planning Commission Members
FROM: Ron Petrie P.E., Staff Engineer
DATE: June 6, 2002 (June 10, 2002 P.C. Meeting)
SUBJECT: Brookstone Subdivision (PPL 02-06.00)
Longview Street Offsite Assessment

These calculations are provided in the event the Planning Commission determines that an assessment is required for this subdivision for the extension of Longview Street to Plainview Avenue.

Longview Street is classified as a Collector Street on the Master Street Plan which requires a street width of 36' as measured from back of curb. The following is the rational nexus calculations to construct 500.35' of this street from this subdivision's eastern boundary to Plainview Avenue:

Projected Traffic from Tracts 1-5 & 7 -	5,393 vpd
Assume 50% ingress/egress to the east -	2,696.5 vpd
Collector Street Capacity -	6,000 vpd

Percentage of Capacity utilized by Development – 44.94%

From Historical Data, it costs approximately \$320.00/ L.F. to construct a new 36' wide collector street with curb & gutter and underground drainage. The required length to extend this street to Plainview Avenue is shown as 500.35' on the Preliminary Plat. Therefore, the total cost to extend this street is computed as follows:

$$500.35 \text{ L.F.} (\$320.00/\text{L.F.}) = \$160,112.00$$

$$\text{Developer's Portion} = \$160,112.00(0.4494) = \$ 71,957.00$$

Therefore, the assessment for the Brookstone Subdivision would be \$71,957.00 to extend Longview Street to Plainview Avenue.

**Brookstone
Summary of Average Vehicle Trip Generation
For 27.64 Acres of Office Park
June 05, 2002**

	24 Hour Two-Way Volume	7-9 AM Pk Hour		4-6 PM Pk Hour	
		Enter	Exit	Enter	Exit
Average Weekday	5393	652	57	117	664

	24 hour Two-Way Volume	Peak Hour	
		Enter	Exit
Saturday	811	51	14
Sunday	378	24	35

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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LSD 98-13.00 LARGE SCALE DEVELOPMENT (ASSISTED CARE UNITS, 212/213)
SOUTH OF LONGVIEW AND EAST OF WIMBERLY DRIVE

This item was submitted by Northwest Engineers on behalf of Washington Regional Medical Services for property located south of Longview and east of Wimberly Drive. The property is zoned A-1 Agricultural and contains approximately 39.20 acres.

Staff's Recommendations:

Approval subject to the 11 conditions of approval.

Kurt Jones of Northwest Engineers, appeared on behalf of applicant before the commission. Mr. Jones stated there were no objections to any of the conditions. They are requesting a waiver of the overhead utilities.

- ☐ Mr. Odom stated there were two waivers being presented - one for the parking waiver and the other would be waiving requirement for overhead utilities to be placed underground.

Mr. Jones stated the developer is also requesting that in lieu of building the street past this development to the east to provide a surety bond in lieu of construction of the street.

Public Comments:

- ☐ Mr. Odom noted there was nothing proposed by the developer to go to Wimberly.

Thomas Gill, 3195 Butternut, which is the intersection of Village Drive and Butternut to the south of the proposed development. He stated he received a certified letter from the engineer and from the City. He stated he attended the SDC meeting and expressed his concern about opening Village Drive into the project. He stated since that time he had visited with Mr. Jones and was told this was never proposed, and wanted to know if this was a viable solution.

- ☐ Mr. Odom responded the engineer of the proposed project does not always get to say where they want to build a road, and are required to provide access points. He stated the staff's concerns were of future access.
- ☐ Ms. Little stated when subdivisions are platted for connectivity is addressed noted when the particular subdivision in which Mr. Gill is presently living was considered, the planning commission did plan for a connection to the north. That particular 50 foot right-of-way was removed from the development for the purpose of extension to the north. The current staff has the obligation to let the current Planning Commission know that in the past the staff and Planning Commission felt there was a need for access to the south. With this subject property being zoned A-1 it could have developed as a subdivision with residential lots, then there would have been a strong push for connection at that time. The property now has developed and since then that particular access has been dropped. That option is not viable due to the way the property has now developed.

Discussion:

- ☐ Mr. Forney noted the MSP shows connection from Longview towards Monte Painter. Because he had not attended the SDC he wondered if there was any question to access to Monte Painter.
- ☐ Ms. Little referred to page 7.7 and noted the consideration was whether to try satisfy the MSP and the location that was planned which would have connected to Monte Painter and then angle to the northeast to connect to Longview. The applicant has proposed and staff is in agreement that the collector street be

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constructed at Longview Street and intersect with Wimberly Drive. One reason this location for the collector is the County Health facility which has been constructed at the intersection of Wimberly and Monte Painter. The second reason is that there is a drainage way running along the southern portion of the 40 acres and if the collector street had been placed in that area this would have necessitated a bridge or another conveyance. The proposed location is a good location as opposed to the plan's location. Therefore, you are not abandoning the MSP but merely accepting a street in lieu of the MSP.

- Ms. Little noted that off-site directly to the east there is a site for a fire station, which the City has a plan to connect Plainview from the north down to Longview and this is shown on the map. The new Longview will connect to the new Plainview and staff felt this would be a good connection.
- Ms. Hoffman wanted to address the street connectivity and does feel it would be good idea to require a 50% contribution at this time which would steer traffic from here and the street be built to the property line.

Mr. Jones responded regarding the parking waiver and noted this facility would not require that many parking spaces and the residents would not have automobiles on-site and the only people utilizing the parking would be staff and visitors. Therefore, they feel the 55 proposed parking spaces would be more than adequate which was based on discussions with the developer.

- Ms. Little stated staff was in support of the parking waiver request.

Mr. Odom moved to approve the parking waiver for 55 proposed parking spaces.

Ms. Johnson seconded said motion as stated.

Mr. Jones stated he provided some information from SWEPCO and they were not able to prepare a detailed estimate and gave him a ball park figure which was half a million dollars. The total cost of the proposed project is estimated to be \$4 million dollars.

Mr. Jones also wanted to discuss the proposed 50% contribution for the extension and do not feel this would be appropriate due to the fact they are already building substantial road. He stated to require this developer to pay for off-site road.

The roll was called and said motion carried on a unanimous vote of 7-0-0.

- Ms. Johnson wanted to identify the curb cut issue.
- Ms. Little stated this was to be brought to the commission's attention. The normal recommendation is one curb cut per development. In this particular item in order to provide access to the drop out there the staff concurs with the applicant's plan. The item concerning the third curb cut is to provide access to the parking lot. This would not be necessary for the project but since there are no future proposals and with Longview being a collector street. The particular alignment of Longview Street has been placed where it veers back to the north to connect to Longview and it veers back to the north to allow buildable to the south for another development.
- Mr. Odom stated with this project being a hospital he felt two would be amenable to allow for ambulance use.
- Ms. Little stated since this was an assisted care facility emergency vehicles would be adequately served by the two curb cuts. There is no rear access to the building.

Mr. Jones referred to their layout and noted the two in front of the building is for the drive-thru area, and the third access to the east is mainly to provide service vehicles to the facility without routing through the front of the building. Also there is a fire hydrant located in that area which would be easier for a fire truck to access the

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hydrant and felt these three accesses would be needed.

- ☐ Ms. Little inquired what their comment would be if they eliminate the middle curb cut.

Mr. Jones stated there would be a lot of drive-thru traffic and their goal is to keep the traffic out of the parking lot as much as possible.

- ☐ Mr. Forney inquired about the conclusions the SDC members had.
- ☐ Ms. Hoffman stated that since Longview may eventually be a private street and therefore supports an elimination of one of the middle driveways which would still allow delivery vehicles easier access.
- ☐ Mr. Forney has no objection to three and would support two as well.

Mr. Odom moved to deny the waiver to place existing utilities underground.

Ms. Hoffman seconded said motion as stated.

Mr. Jones stated that the cost is \$500,000 for this project which is over 10% of the overall cost of the development. He stated one of the factors the Planning Commission is required to consider in deciding a waiver is the financial impact and burden and if \$500,000 is not considered a hardship or burden, then what is, and feels this amount is excessive.

- ☐ Mr. Forney stated there are a number of other areas of development going on at North Hills and the issues of burying utilities and stated it is burdensome to go down and up and would not be cost-effective for anybody. He referred to the ordinance and feels that the ordinance needs to be followed.
- ☐ Ms. Johnson inquired if the motion to deny the waiver was approved, could the applicant appeal the denial to the council and this was affirmed. She further noted if the requirement was not followed to place the utilities underground in this subject area then when and where would it be required.

Mr. Jones referred to the utility lines on the plat and stated that these utility lines were already on the property, the developer would be willing to install the new utilities underground, but felt it was excessive to require the developer to bear the burden of the cost for the existing utility lines.

- ☐ Ms. Little addressed another item concerning the difference of the line on the north side of the property and the line on the east side of the property.

Mr. Jones stated according to SWEPCO there was no difference in the utilities.

- ☐ Mr. Forney inquired of staff regarding Staffmark and the project south of Millsap regarding burying the utility lines.
- ☐ Ms. Little responded that Staffmark requested a waiver which had been denied. This is the same line which is a major feeder which runs up north to Hwy 412. Staffmark eventually came back and would want to readdress it and accepted to bury the lines underground with the condition to come back at a future time. Staff has a letter from them and they are going to lay the lines underground. There is amount of the line that the other project North Park Phase II would have been responsible for. Staffmark would have their utility lines completely underground and would be putting up a lot of money for that installation.

If we grant one developer a waiver and do not have any authority to go to the other developers to ask them to help this developer.

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- Ms. Little inquired concerning the other projects in this area and what SWEPCO's input was.

Mr. Jones stated it makes sense to install the utility lines at one time, but his disagreement is the overall cost to this developer and it is within the rights of the Planning Commission to grant a waiver due to the financial hardship. Mr. Jones stated at the present time there were no plans for the rest of the 40 acre site.

- Mr. Odom stated he did feel the amount was exorbitant and wondered if the developer could put some of the money in escrow to be used when the other property was developed.
- Mr. Forney stated the developer had chosen the route of going conditional use but if the developer had done a lot split, then the developer would be addressing only the property subject to this development.

The motion was restated by Chairman Odom.

The roll was called and said motion carried on a vote of 6-1-0, with Mr. Ward voting nay.

There was a question concerning the off-site improvement.

- Mr. Beavers stated Mr. Jones provided him with an estimate to extend Longview to the east in the amount of \$152,000 excluding the right-of-way.

Mr. Jones addressed this issue and noted this was a collector street and did not feel the 50% was for a collector street or a city standard street, but if it was city standard street, the amount would be less. The estimate was based on engineering and some other factors. This is for this street over to Plainview east of the eastern boundary of the proposed development. The developer's preference would be for the developer not to be assessed this cost.

- Mr. Reynolds inquired if the city had acquired the land or if it had been donated.
- Ms. Little stated they did speak with Tom Lewis, representative of the Lewis family, and were willing to consider the dedication, but this has not been formalized and does not anticipate it would be a problem. She further stated she did not feel it was appropriate to charge this developer for a portion of the acquisition of this land since the development of the street would directly benefit the owners of land. If the owners do not want to dedicate the land, the city has the right to pursue this through eminent domain.

The street is estimated to be 500 feet in length.

- Ms. Little stated since the estimate includes the extension of water and sewer, those numbers should not be in the street estimate numbers which calculation is based on \$60/foot for street cost.

Mr. Jones stated the cost for the street is coming out to about \$300/foot excluding engineering and utilities which is not uncommon. He further stated Joyce Boulevard worked out to be approximately \$300/foot with engineering which is a 4-lane road, and the asphalt cost is \$65/foot.

The staff's recommendation came from the SDC and it is not unreasonable to require the applicant to construct ½ of the street off-site and the city contribute the other ½ of the street.

Mr. Forney moved to approved LSD 98-13 with the following amendments to the conditions of approval:

1. *That the parking waiver is granted.*
2. *The requested waiver for utility lines be installed be denied;*
3. *That two curb cuts be permitted;*
4. *The developer be responsible for building a 28 foot residential street for the length of*

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Longview from property line to property line and ½ of such street from east property line to connect with the existing Longview.

Ms. Hoffman seconded said motion as stated.

- Ms. Johnson inquired about the extension of Longview and the fact that it does not connect with Kenray. Staff had said Kenray would ultimately be vacated so a future street would go up there and meet with Longview. She inquired if staff felt the street platted locates the eastern end of Longview where it should be.
- Ms. Little stated they were in support of this configuration.

Mr. Jones inquired about the request of putting a portion of the cost of the street improvement in the surety bond addressed in the motion.

Mr. Forney moved to approve the surety bond from the eastern edge of the property line to Longview street.

- Ms. Little stated the surety bond would be allowable and the question she would address was when the street would be built and there are two options:
 1. Staff take to council a request the other half of the street be built at public expense;
 2. Hold the bond until development of the property to the east occurs, then the developer of that property builds the other 14 feet and the surety bond would provide for the building of that street.

There is no preference at this time. With regard to the request the street be built to the entry way and not to the property line, the staff does not support this request.

Ms. Little stated property to the south is zoned R-1 and houses would be built on this property unless a developer requests a rezoning.

Mr. Forney moved to amend his motion that the assessment for portion of the road to the east of the property line could be made as a surety bond.

Ms. Hoffman seconded the amended motion.

Ms. Johnson inquired if the street be built within five years or the developer could come back and request a refund.

The roll was called and said amended motion and was approved on a vote of 7-0-0.

The roll was called and said motion to approved the large scale development was approved on a vote of 7-0-0.

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Schaper voting no and Alderman Young abstaining.

This item remained on second reading.

PLANNING COMMISSION APPEAL/WASHINGTON REGIONAL

Mayor Hanna introduced an appeal submitted by Burke and Eldridge on behalf of Washington Regional Medical Services for a large scale development off Millsap Road and Wimberly Street. The request is to appeal the Planning Commission's decision to deny a waiver request for the construction of a standard city street.

Jack Anderson, Administrator of Fayetteville City Hospital, stated this is a Fayetteville City Hospital project. He stated he was present to ask the Council to waive the portion of the road through Washington Regional property as well as the monetary assessment for the road across the property to the east. They are requesting this because every dollar required made it less likely the project would be developed. They have an excellent site at that location. They can only afford this type of facility on this site because Washington Regional has worked with them. If the site development costs are significant, they will have to look at alternative sites and possibly not continue with the project. The bottom line is if you take the street development cost off of this four-acre development you'll be taking it off the backs of senior citizens of Northwest Arkansas. He requested the Council wait until Washington Regional developed the remainder of the property to require the road to be completed. If it is required now, it may prevent the project from taking place.

Alderman Williams stated the Council saved the development half a million dollars by taking into account the need for this facility. However, the normal procedure is for the developer to build the street all the way through. He could imagine the property on the other side developing and having two streets within half a block of each other not being finished. He stated he has no problem requiring them to pay half the cost of extending the street off their property; but he agrees with the Planning Commission that they do need a street through their property.

Mr. Anderson stated his concern is that the additional cost would make it unfeasible to continue with the project.

Alderman Williams estimated the cost savings of not running the street through to the property line would be approximately \$75,000.

Kurt Jones, Crafton & Tull Engineers, stated the estimate submitted did not include storm drainage. He estimated it to be \$150,000.

Alderman Schaper asked about further development. He noted the development was sited in the middle of a forty-acre tract of land.

Mr. Anderson replied that the facility has been situated where it is because it is the least attractive on the property and could justify this type of facility. They have no plans for other development at this time.

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Alderman Schaper questioned the agreement between this development and Washington Regional.

Mr. Anderson stated it was his intention to purchase this portion of the property from Washington Regional.

Alderman Schaper stated the rest of the site could be further developed.

Ms. Little stated part of the reason why the master street had not joined Kenray Street was so that there would be more room on the eastern side for future development.

Alderman Daniel stated she had spoken with Chief Jackson who stated the road was needed for emergency vehicles.

Little stated it is normal procedure for a developer to guarantee the construction of facilities with a bond or cash contributions. The City has not taken bills of assurance for two to three years. They are very difficult to collect.

Alderman Schaper expressed concern about the developer purchasing a land-locked piece of property. He asked if they were going to purchase the property, would Washington Medical Center dedicate an access easement to them.

Little stated they have not discussed a lot split during any of the meetings. It is her understanding that this is a Washington Regional Medical Center project.

Mr. Jones stated they are not discussing a lot split at this time.

Alderman Williams stated this was Washington Regional property and they would have to have a road constructed through the property. He could not see a good reason not to required the road.

Alderman Williams moved to grant the waiver not to require off-site road construction. The through road would be required. Alderman Schaper seconded the motion. The motion carried by a vote of 6-0-1, with Alderman Young abstaining.

CHAPTER 33 AMENDMENT & ADOPTING UDO

Mayor Hanna introduced an ordinance amending Chapter 33 of the Code of Fayetteville to provide for the Board of Adjustment, the Plat Review Committee, the Subdivision Committee, the Tree and Landscape Advisory Committee, and the Board of Sign Appeals.

Alderman Williams moved to suspend the rules and go to the second reading of this item and the next item, an ordinance deleting Title 15, etc., and adopting the Unified Development Ordinance. Upon roll call, the motion carried on a vote of 7 to 0.

City Attorney Rose read the ordinances for the second time.

Alderman Schaper asked if editing corrections would have to come back to the Council.

AUGUST 18, 1998

Alderman Miller stated they would be able to connect to the sewer, if they were annexed.

Alderman Williams made the motion to suspended the rules on the annexation and go to the third and final reading of the re-zoning. Alderman Miller second the motion. Upon roll the motion carried 7-0-0.

City Attorney Rose read the annexation ordinance.

Alderman Trumbo made an motion to suspended the rules and go to the third and final reading. No second motion was made. The re-zoning ordinance was left on the second reading.

Mayor Hanna called for the vote on the annexation. Upon roll call the motion passed 7-0-0.

ANNEXING ORDINANCE 4114 AS RECORDED IN THE CITY CLERK'S OFFICE.

REZONING LEFT ON THE SECOND READING

WRMC ASSISTED CARE DEVELOPMENT: Mayor Hanna introduced a resolution from Council concerning a proposed cost-share for the cost difference between construction Longview as a 36 ft. Collector vs. A 28 ft local street for approximately 1450 ft at the WRMC Assisted Care development.

Alderman Schaper stated that he did not know if this policy was in the City's best interest.

Alderman Williams replied the reason behind the policy was that it is assumed that many other people other than that developer and his tenants will be using the collector. We do require a larger right way.

Alderman Trumbo made the motion to move the resolution as presented. Alderman Pettus second the motion. Upon roll call the motion carried 7-0-0.

RESOLUTION 113-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

ORDINANCE AMENDMENT: Mayor Hanna introduced an ordinance amending Section 97.016 of the Code of Fayetteville to allow the Mayor or his designee to establish fees for the use of City Park Ballfield for tournaments.

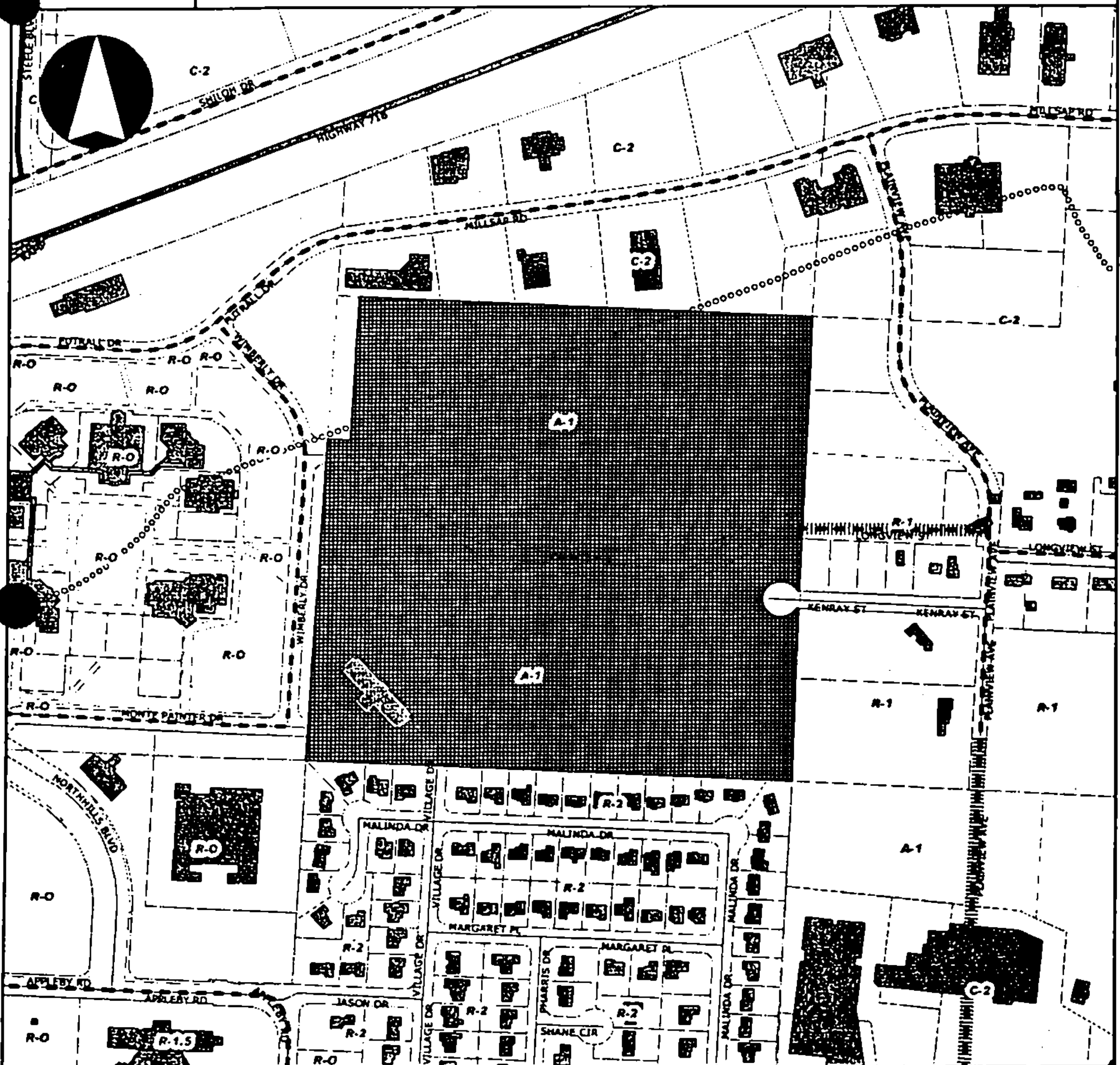
City Attorney Rose read the ordinance.

Alderman Williams made the motion to suspend the rules and go to the second reading. Alderman Miller second the motion. The motion carried 7-0-0.

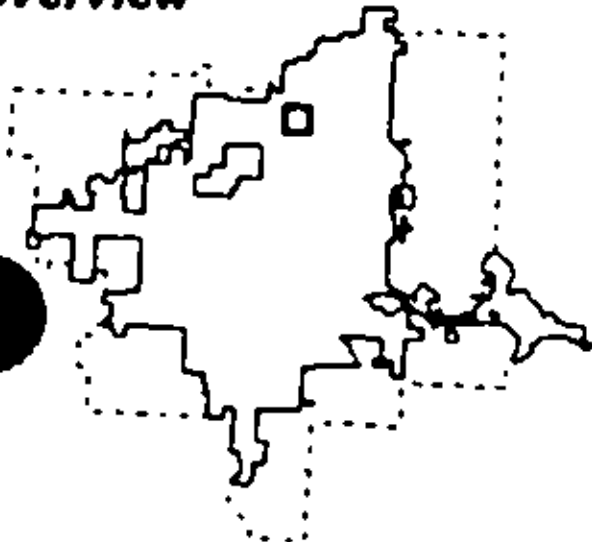
PPL02-06.00

BROOKSTONE SUBDIVISION

Close Up View



Overview



Legend

Subject Property

PPL02-06.00

Streets

Existing
Planned

Boundary

Planning Area
Overlay District
City Limits
Outside City

Master Street Plan

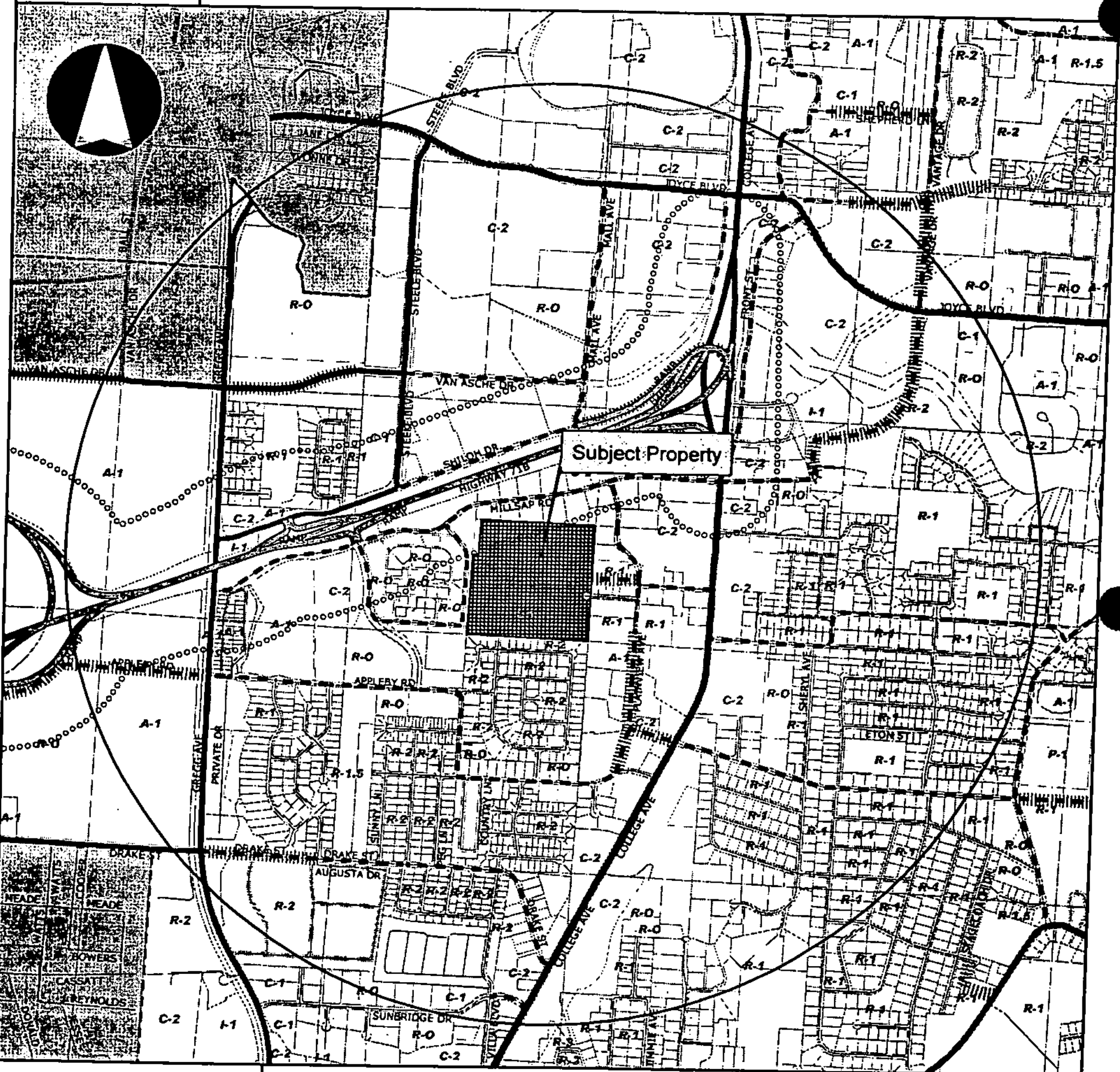
Freeway/Expressway
Principal Arterial
Minor Arterial
Collector
Historic Collector

0 125 250 500 750 1,000 Feet

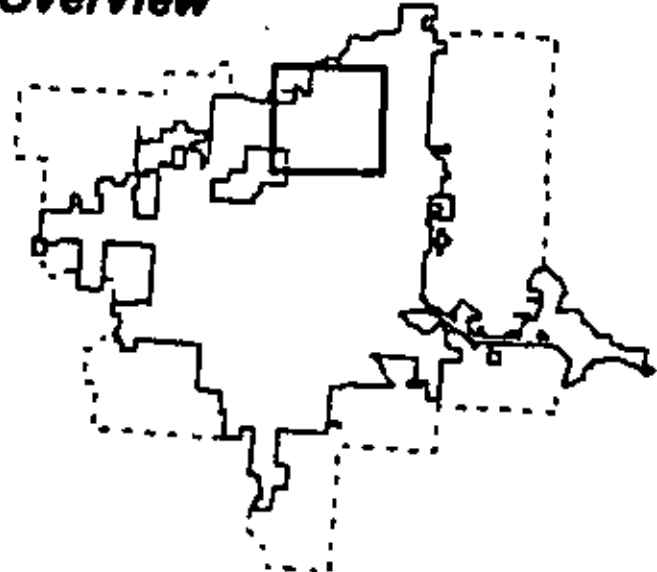
PPL02-06.00

One Mile View

BROOKSTONE SUBDIVISION



Overview



Legend

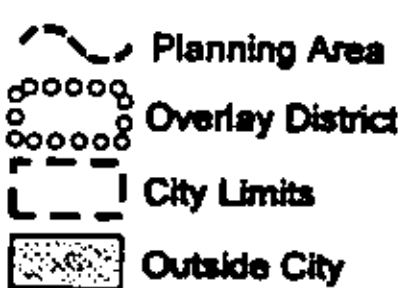
Subject Property



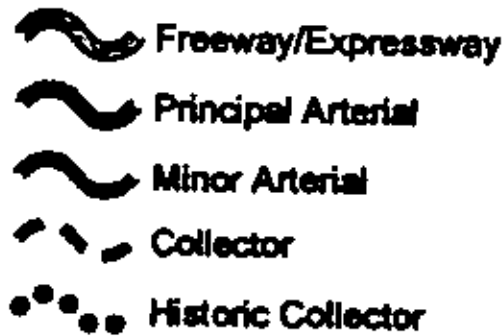
Streets



Boundary



Master Street Plan



STAFF REVIEW FORM

Water Service Area
C. 4. Page 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

FOR: COUNCIL MEETING OF July 16, 2002

MAYOR'S APPROVAL

FROM:

Greg Boettcher
NameAdministration
DivisionPublic Works
Department

ACTION REQUIRED: A RESOLUTION TO MODIFY THE EXISTING EXCLUSIVE WATER
SERVICE AREA LINE BETWEEN FAYETTEVILLE AND SPRINGDALE TO TRANSFER
ABOUT 340 ACRES IN THE CITY OF JOHNSON INTO SPRINGDALE'S SERVICE AREA

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

7-1-02

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

CROSS REFERENCE

Division Head

Date

Greg Boettcher
Department Director

7-3-02

Date

New Item: Yes No

Administrative Services Director

Date

Ken Cordy
Mayor

7/3/02

Date

Previous Ordinance/Resolution No.:

RESOLUTION NO. _____

A RESOLUTION TO MODIFY THE EXISTING EXCLUSIVE WATER SERVICE AREA LINE BETWEEN FAYETTEVILLE AND SPRINGDALE TO TRANSFER ABOUT 340 ACRES IN THE CITY OF JOHNSON INTO SPRINGDALE'S SERVICE AREA

WHEREAS, on June 5, 1967, the City of Fayetteville agreed with the cities of Bentonville, Rogers and Springdale to fund the expansion and operation of the Beaver Water Supply Facilities of the Beaver Water District; and

WHEREAS, exclusive water service areas for the cities were agreed to as part of that contract with the right of such cities to alter their exclusive service area by mutual agreement in the future; and

WHEREAS, the proposed Clear Creek Golf Course development including numerous residences to be built upon about 340 acres of land within the City of Johnson is currently within the exclusive water service area of the City of Fayetteville, but is not now being served with City of Fayetteville water mains nor can be legally served with City of Fayetteville sewer service; and

WHEREAS, the owners of the Clear Creek Golf Club development desire that their property be transferred from the exclusive water service area of Fayetteville to the service area of Springdale so that water and sewer can be provided by the same provider and also to obtain a second and redundant water supply for its development and the nearby hospital.

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 agrees that the plat of land identified in Exhibit A containing about 340 acres in the City of Johnson should be and is hereby transferred from the City of Fayetteville's exclusive service area to the City of Springdale's exclusive service area and authorizes the Mayor to execute any necessary agreement, contract or

memorandum of understanding to accomplish this transfer pursuant to paragraph 20 of the Memorandum of Understanding and Contract entered into on June 5, 1967.

PASSED and APPROVED this 16th day of July, 2002.

APPROVED:

By: _____
DAN CODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

DRAFT

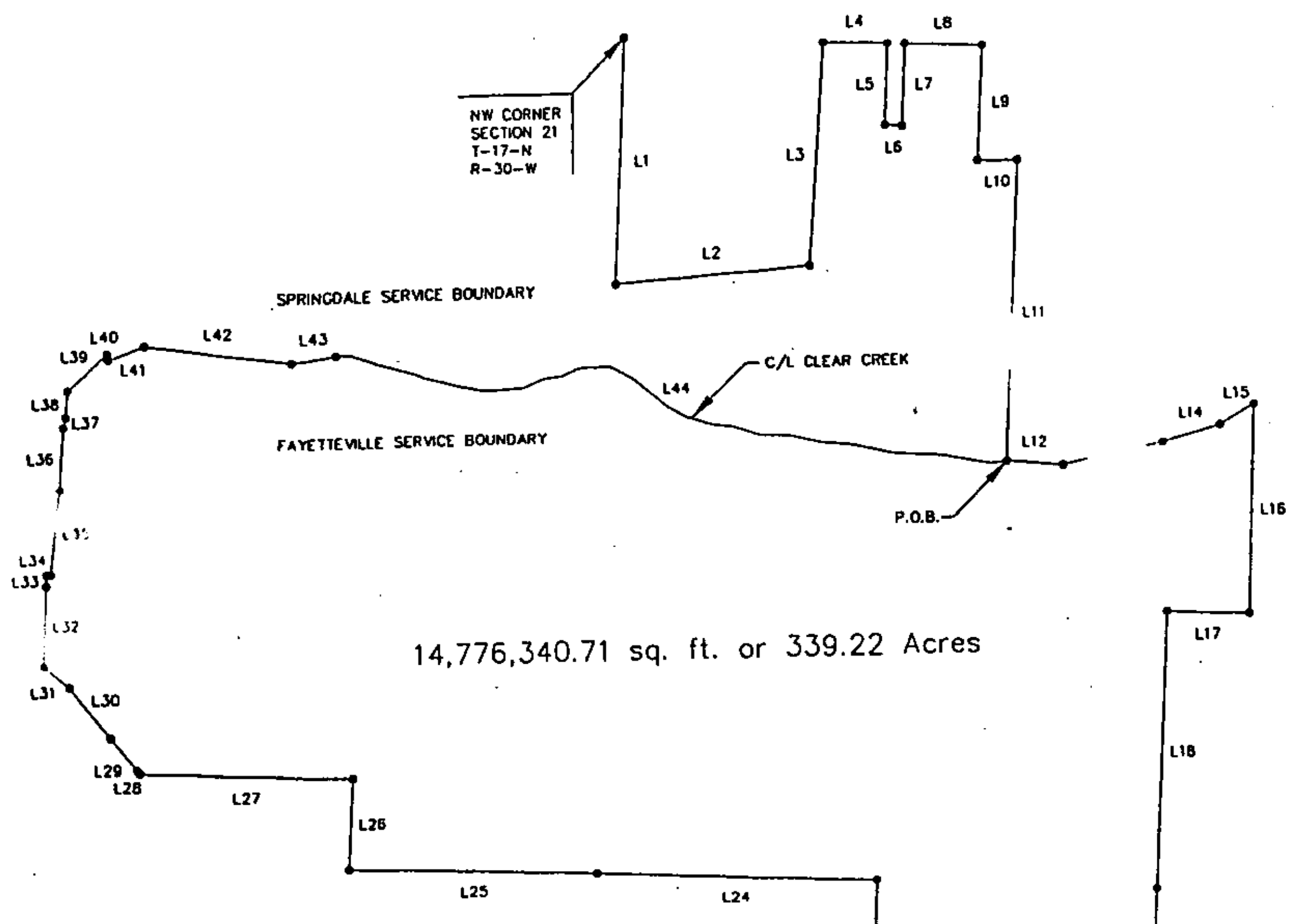
EXHIBIT "A"

DESCRIPTION OF SERVICE AREA TO BE RELEASED:

PART OF SECTIONS 20, 21 AND 28 OF TOWNSHIP 17 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 21, BEING A FOUND MONUMENT AT THE EDGE OF GREAT HOUSE SPRINGS ROAD, AS SHOWN ON SURVEY PLATS N-32, M-156, 16-74, AND DR. 2 PAGE 521, THENCE ALONG THE WEST LINE OF SAID SECTION 21, S 02°27'35"W 1139.19 FEET TO A 1/2 INCH IRON PIN, BY A TREE FENCE CORNER, THENCE N 86°06'10"E 915.77 FEET TO A 1/2 INCH IRON PIN AT A FENCE CORNER, THENCE N 03°55'08"E 1037.43 FEET TO A 1/2 INCH IRON PIN AT THE EDGE OF GREAT HOUSE SPRINGS ROAD, SAID PIN BEING ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21, THENCE ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, S 87°29'50"E 305.66 FEET TO THE NORTHWEST CORNER OF PLAT M-516, ALSO BEING THE NORTHWEST CORNER OF DEED 1379-804, THENCE S 02°18'17"W 377.54 FEET TO A FOUND PIPE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID PLAT M-516, THENCE S 85°59'16"E 82.07 FEET TO A FOUND IRON PIN AT THE SE CORNER OF PLAT M-516, SAID POINT BEING ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, THENCE ALONG THE EAST LINE OF SAID PLAT M-516, N 02°25'16"E 379.70 FEET TO THE NORTHEAST CORNER OF SAID PLAT M-516, SAID POINT BEING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21, AS SHOWN ON PLAT M-516. THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, S 87°29'50"E 368.06 FEET TO THE NORTHWEST CORNER OF A 2.25 ACRE CEMETERY, THENCE ALONG A ROCK WALL S 02°42'03"W 529.10 FEET TO THE SOUTHWEST CORNER OF SAID CEMETERY, SAID CORNER BEING THE CORNER OF SAID ROCK WALL, THENCE ALONG SAID ROCK WALL S 88°59'41"E 189.21 FEET TO THE SOUTHEAST CORNER OF SAID CEMETERY, ALSO BEING ON THE WEST LINE OF PLAT 16-74 AND DEED 99046708, THENCE ALONG THE WEST LINE OF SAID PLAT 16-74 AND DEED 99046708, S 02°32'43"W 1417.45 FEET TO THE CENTER OF THE CHANNEL OF CLEAR CREEK AND THE TRUE POINT OF BEGINNING, THENCE ALONG THE CENTER OF THE CHANNEL OF CLEAR CREEK, (ON THE DATE OF THIS SURVEY) SAID CREEK HAVING THE MEANDERS OF, S 85°45'20"E 268.94 FEET, THENCE ALONG SAID CENTER OF THE CHANNEL OF CLEAR CREEK, N 78°35'04"E 480.61 FEET, THENCE ALONG THE CENTER OF THE CHANNEL OF CLEAR CREEK, N 73°10'43"E 287.18 FEET, THENCE ALONG THE CENTER OF THE CHANNEL OF CLEAR CREEK, N 60°18'41"E 183.00 FEET, TO THE NORTHEAST CORNER OF DEED 1400-904, ALSO BEING THE NORTHEAST CORNER OF DEED 98050131, THENCE LEAVING SAID CREEK, ALONG THE EAST LINE OF SAID DEEDS 1400-904 AND 98050131, S 02°09'04"W 990.00 FEET TO THE SOUTHEAST CORNER OF SAID DEED 1400-904, AND DEED 98050131, SAID POINT BEING A 1/2 INCH IRON PIN LYING ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SAID IRON PIN BEING 56 RODS, (924.00 FEET) FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, N 87°27'27"W 389.14 FEET TO A FOUND CONCRETE MONUMENT AT A FENCE CORNER BEING THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AS SHOWN ON SURVEY PLAT DR 1-635, ALSO BEING THE NORTHEAST CORNER OF DEED V-374, THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, ALSO BEING THE EAST LINE OF DEED V-374, S 03°04'39"W 1325.18 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, BEING A FOUND 1/2 INCH PIN AS SHOWN ON PLAT DR 1-635, THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, S 03°04'39"W 1325.33 FEET TO A FOUND STONE BY A FENCE CORNER AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, AS SHOWN ON SURVEY PLAT DR 1-635, THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, S 02°18'33"W 1292.28 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, AS SHOWN ON SURVEY PLAT L-34, THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, N 87°14'06"W 1311.93 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, THENCE ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, N 02°25'06"E 1303.98 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, THENCE ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, N 02°28'48"E 1321.02 FEET TO A FOUND IRON PIN AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, N 87°15'16"W 1317.79 FEET TO A FOUND STONE BY A FENCE CORNER AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, N 87°47'52"W 1176.81 FEET TO A FOUND 1/2 INCH IRON PIN THAT IS S 87°47'52"E 150.00 FEET FROM THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, SAID CORNER BEING MARKED BY A FOUND STONE, SAID 1/2 INCH IRON PIN ALSO BEING THE SOUTHEAST CORNER OF THE EXCEPTION TO DEED 678-362, THENCE ALONG THE EAST LINE OF SAID EXCEPTION TO DEED 678-362, N 03°05'25"E 440.00 FEET TO A 1/2 INCH IRON PIN AT THE NORTHEAST CORNER OF SAID EXCEPTION TO DEED 678-362, THENCE ALONG THE NORTH LINE OF SAID EXCEPTION TO DEED 678-362, N 87°31'43"W 988.72 FEET, (RECORD 14.5

CHAINS, 957.00 FEET) TO THE SPRING BRANCH CALLED IN THE EXCEPTION TO DEED 678-362, THENCE NORTHWESTERLY WITH THE MEANDERINGS OF SAID BRANCH TO WHERE SAID BRANCH CROSES THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, (AT THE TIME OF THIS SURVEY) THE MEANDERINGS OF SAID BRANCH ARE, N 37°16'39"W 18.64 FEET, TO THE NORTHWEST CORNER OF DEED 99108643, THENCE N 38°15'23"W 196.88 FEET TO THE NORTHEAST CORNER OF DEED 98028571, THENCE ALONG THE NORTHEAST LINE OF SAID DEED, N 37°23'12"W 310.00 FEET, THENCE N 50°00'52"W 158.63 FEET, TO THE BRIDGE AT HIGHWAY 112 OVER SAID SPRING BRANCH, SAID POINT BEING S 02°36'48"W 375.55 FEET (RECORD 6.11 CHAINS, 403.26 FEET) FROM THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, ALSO BEING THE NORTHWEST CORNER OF THE EXCEPTION TO DEED 678-362, SAID POINT MARKED BY A MAG NAIL, THENCE ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, N 02°36'48"E 375.55 FEET TO A FOUND PIPE BY THE EAST EDGE OF SAID HIGHWAY 112 AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, N 02°10'41"E 53.84 FEET, THENCE LEAVING SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, N 85°55'47"E 21.93 FEET TO A STEEL FENCE CORNER POST ON THE EAST RIGHT OF WAY OF SAID HIGHWAY 112, ALSO BEING THE RIGHT OF WAY DESCRIBED IN DEED 654-625, THENCE ALONG SAID RIGHT OF WAY, N 07°18'11"E 400.76 FEET TO A RIGHT OF WAY SIGN POST, THENCE ALONG SAID RIGHT OF WAY, N 03°51'56"E 299.90 FEET TO A FENCE CORNER POST, THENCE ALONG SAID RIGHT OF WAY, N 14°13'49"E 50.71 FEET TO A RIGHT OF WAY SIGN POST, THENCE ALONG SAID RIGHT OF WAY, N 03°56'06"E 126.79 FEET TO A POINT IN THE CENTER OF CLEAR CREEK, THENCE ALONG THE CENTER OF CLEAR CREEK, N 46°52'47"E 254.18 FEET TO A POINT OF INTERSECTION OF THE CENTER OF CLEAR CREEK WITH THE WEST LINE OF SURVEY PLAT DR2-521, ALSO THE WEST LINE OF DEED 1223-419, THENCE LEAVING THE CENTER OF SAID CLEAR CREEK, ALONG THE WEST LINE OF SAID DEED 1223-419, AND THE NORTH LINE OF DEED 678-362, S 08°26'22"E 29.94 FEET TO A POINT IN AN EXISTING FENCE LINE AS SHOWN ON SAID SURVEY PLAT DR 2-521, THENCE ALONG THE SOUTH LINE OF SAID SURVEY PLAT DR 2-521, AND DEED 1223-419, ALSO BEING THE NORTH LINE OF DEED 678-362, N 68°55'23"E 180.18 FEET ALONG A FENCE LINE, THENCE ALONG SAID FENCE LINE, BEING THE SOUTH LINE OF SAID SURVEY PLAT DR 2-521 AND DEED 223-419, AND THE NORTH LINE OF DEED 678-362, S 82°01'08"E 684.42 FEET, THENCE ALONG THE SOUTH LINE OF SAID SURVEY PLAT DR 2-521 AND DEED 1223-419, ALSO BEING THE NORTH LINE OF DEED 678-362, N 82°29'56"E 207.37 FEET TO A POINT OF INTERSECTION OF THE CENTER OF THE CHANNEL OF CLEAR CREEK WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SURVEY PLAT DR 2-521, AND THE NORTHEAST CORNER OF DEED 678-362, SAID POINT BEING N 02°22'47"E 467.33 FEET (RECORD 462.00 FEET) FROM THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, THENCE EASTERLY ALONG THE CENTER OF THE CHANNEL OF CLEAR CREEK 3321.64 FEET, MORE OR LESS TO THE POINT OF BEGINNING. CONTAINING 339.22 ACRES, MORE OR LESS.



14,776,340.71 sq. ft. or 339.22 Acres

LINE	DIRECTION	DISTANCE
L1	S 02°27'35" W	1139.19'
L2	N 86°06'10" E	915.77'
L3	N 03°55'08" E	1037.43'
L4	S 87°28'50" E	305.66'
L5	S 02°18'17" W	377.54'
L6	S 85°59'16" E	82.07'
L7	N 02°25'18" E	379.70'
L8	S 87°29'50" E	368.06'
L9	S 02°42'03" W	529.10'
L10	S 88°59'41" E	189.21'
L11	S 02°32'43" W	1417.45'
L12	S 85°45'20" E	268.94'
L13	N 78°35'04" E	480.61'
L14	N 73°10'43" E	287.18'
L15	N 60°18'41" E	183.00'
L16	S 02°09'04" W	990.00'
L17	N 87°27'27" W	389.14'
L18	S 03°04'39" W	1325.18'
L19	S 03°04'39" W	1325.33'
L20	S 02°18'33" W	1292.28'
L21	N 87°14'06" W	1311.93'
L22	N 02°25'08" E	1303.98'
L23	N 02°28'48" E	1321.02'
L24	N 87°15'16" W	1317.79'
L25	N 87°47'52" W	1176.81'
L26	N 03°05'25" E	440.00'
L27	N 87°31'43" W	988.72'
L28	N 37°16'39" W	18.64'
L29	N 38°15'23" W	196.88'
L30	N 37°23'12" W	310.00'
L31	N 50°00'52" W	158.63'
L32	N 02°36'48" E	375.55'
L33	N 02°10'41" E	53.84'
L34	N 85°55'47" E	21.93'
L35	N 07°18'11" E	400.76'
L36	N 03°31'56" E	299.90'
L37	N 14°13'49" E	50.71'
L38	N 03°56'06" E	126.79'
L39	N 46°52'47" E	254.18'
L40	S 08°26'22" E	29.94'
L41	N 68°55'23" E	180.18'
L42	S 82°01'08" E	684.42'
L43	N 82°29'56" E	207.37'
L44	EASTERLY	3321.64'



July 1, 2002

Greg Boettcher, P.E.
Public Works Director
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Dear Mr. Boettcher:

In preparation of our July 2nd, 9:00 a.m. meeting, I thought it would be helpful for all parties to present the following information for review.

Last fall Don Whitmire, an engineer with Tyson Foods Inc., met with the City of Fayetteville Public Works Director, Don Bunn, to discuss the possibility of the City of Fayetteville providing water and sewer for the Clear Creek project. During that meeting, Mr. Bunn stated that the City of Fayetteville sewer system was at 95% capacity and the new wastewater plant north of Farmington would not come on-line until the year 2005. Mr. Bunn stated that they could not take on any more load until that time. Mr. Bunn also stated that by city ordinance, the City of Fayetteville could not serve sewer to anyone outside the city limits.

John Flake, one of the principal investors in this project, and Mr. Whitmire visited with Mayor Coody last fall. The Mayor had them talk with Tim Conklin, City Planner. Tim confirmed that the City of Fayetteville cannot serve sewer to anyone outside its city limits. None of our project property adjoins existing Fayetteville city limits. Annexation into the City of Fayetteville would require the approval of other property owners and a deannexation from the City of Johnson. This scenario would require a release from the Springdale Water District for all properties north of Clear Creek.

On December 10, 2001, our consulting engineer, Rick Rogers with CEI Engineering, Inc., wrote a letter to Mr. Bunn asking for Fayetteville to serve water and sewer to our project. Neither Mr. Bunn or anyone else with the City of Fayetteville responded to our letter. Since that time, we have spent over \$100,000 in design fees for Springdale to provide our project water and sewer.

As you know, our development is located in the City of Johnson. The City of Springdale does have a written agreement that allows them to serve the City of Johnson water and sewer and defines the parameters for that service. According to Mr. Bunn, if the City of Fayetteville would provide sewer service to the development in 2005, we would have to provide a sewer line from our property south to Clabber Creek. With the construction of the new wastewater plant north of Farmington, a sewer main is planned along Clabber Creek and that would be the closest way for Fayetteville to serve sewer, about 1.3 miles of sewer line. Easements, etc. would have been a major issue.

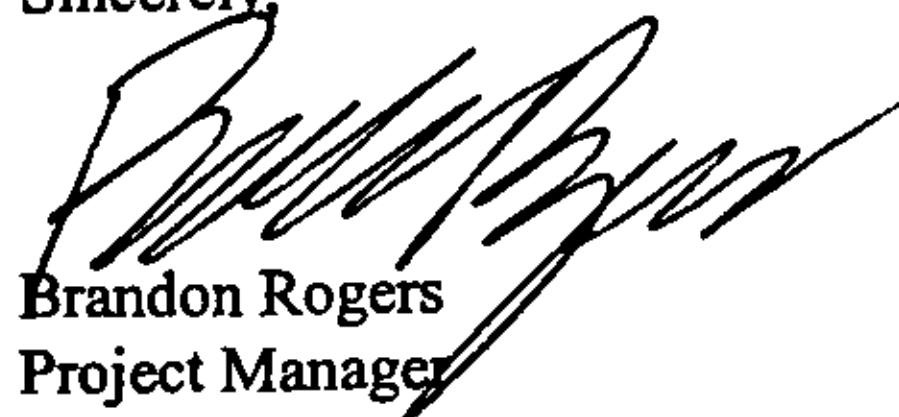
Greg Boettcher, P.E.
July 1, 2002
Page 2

Springdale can provide us sewer through the Johnson lift station which is less than half of a mile from our site. Given the strained capacity of both systems, this project has less of a percentage impact on Springdale's system.

It is my understanding that your closest appropriately sized water line to our project is south on the other side of I-540. Springdale can provide two 8" water lines to achieve a redundant loop. One line is 1/3 of a mile away on New Hope Road and the other is adjacent to our property line at Willow Creek Hospital.

Thank you for your assistance in this matter.

Sincerely,



Brandon Rogers
Project Manager

cc: John Tyson
John Flake
Les Baledge
Don Whitmire
Rick Rogers
Craig Jones
Rene Langston

June 12, 2002

Mr. Greg Boettcher, P.E.
Public Works Director
City of Fayetteville, Arkansas
113 West Mountain Avenue
Fayetteville, AR 72701

Re: Water Boundary Adjustment
Clear Creek Club

Dear Mr. Boettcher:

In 1967 the Beaver Water District, as well as the member cities of Bentonville, Rogers, Fayetteville and Springdale, executed a memorandum of understanding which establish, among other things, water service areas for the respective cities. In subsequent years, water service areas have been amended through boundary adjustments as mutually agreed upon by the affected cities. The most recent water boundary adjustment between Fayetteville and Springdale was made in 1996 when the two cities jointly acquired the assets of the White River Rural Water Association. Attached for your reference is a copy of the map prepared at that time to reflect the revised water service boundary that was needed between Fayetteville and Springdale. We understand this map remains accurate as to the current water service boundary between the two cities.

Clear Creek Development, LLC is in the process of preparing plans for a large scale development to be known as Clear Creek Club, a residential and golf course development that has been recently annexed into the City of Johnson. A portion of the proposed development is located south of Clear Creek, which lies within the City of Fayetteville's water service area. It is our understanding that the City of Fayetteville has indicated it would not object to this area being provided sanitary sewer from another city. As you know, the logical approach is for one city utility to provide both water service and sanitary sewer service. This is particularly true where a city ordinance requires monthly sewer bills to be based upon metered water consumption. The Springdale Water and Sewer Commission is currently providing water and sanitary sewer services to customers in the City of Johnson by virtue of intermunicipal agreements for water and sanitary sewer services. These services are restricted to customers located inside the city limits of Johnson and within Springdale's water service area. The City of Springdale restricts sanitary sewer service to customers that are being provided water service.

We would appreciate an indication from your office as to whether the City of Fayetteville would be willing to adjust the water service boundary between Fayetteville and Springdale in such a manner as to allow future residents of Clear Creek Club to obtain water service from the City of Springdale. Since there are no agreements establishing sewer boundaries, it is assumed that there would be no objections to the City of Springdale providing sanitary service in this area. The proposed boundary adjustment is indicated on the second attachment.

Your cooperation on this matter would be sincerely appreciated.

Sincerely,


Brandon Rogers
Project Manager

Encl.

cc: John Tyson
John Flake
Rene Langston
Craig Jones



STAFF REVIEW FORM

Hunt Club Sub.
C. 5. Page 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

FOR: COUNCIL MEETING OF July 16, 2002

MAYOR'S APPROVAL

N/A

FROM:

David J. Whitaker
NameCity Attorney
DivisionLegal
Department

ACTION REQUIRED: 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).

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

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: City Council to pass the resolution.

CROSS REFERENCE

Division Head

Date

New Item:

Yes

No

Department Director

Date

Previous Ordinance/Resolution No.:

Administrative Services Director

Date

Mayor

Date

RESOLUTION NO. _____

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).

WHEREAS, A.C.A. § 14-56-417 empowers the City through its Planning Commission to administer "regulations controlling the development of land," specifically by establishing "standards for improvements to be installed by the developer at his own expense" in new subdivisions, and;

WHEREAS, Vonda M. Wright, as developer of the Hunt Club subdivision is required by §166.03 (J) of the Unified Development Ordinance to install street lighting, and;

WHEREAS, Ms. Wright, after continued requests from the City, has refused to install such lighting, in violation of the ordinance, and;

WHEREAS, the General Assembly has empowered the "legislative body" of the City to seek injunctive relief "to prevent or correct the violation." A.C.A. § 14-56-421 (Repl. 1998).

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

Section 1. That the City Council of the City of Fayetteville, Arkansas declares that Vonda M. Wright, as developer of the Hunt Club subdivision, has refused to install street lighting in violation of §166.03 (J) of the Unified Development Ordinance.

Section 2. That the City Council of the City of Fayetteville, Arkansas authorizes the Fayetteville City Attorney to file an injunctive suit 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) and to seek any other relief the City or citizens of Fayetteville may be entitled to.

PASSED and APPROVED this the _____ day of July, 2002.

APPROVED

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

HEATHER WOODRUFF, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 501-575-8264

PLANNING DIVISION CORRESPONDENCE

March 29, 2002

Vonda Wright
2101 McGuire
Springdale, AR 72764

Re: Streetlights in the Hunt Club Subdivision

Dear Ms. Wright:

According to our records, you and E. Bradford Wright were joint owners of the property which is now the Hunt Club Subdivision. The requirements of the subdivision included the installation of streetlights. The streetlights have not been installed because Ozarks Electric has never received payment for the lights. I have spoken with Ozarks Electric, and they have informed me that the amount needed for the required street lights is \$3,370.40. The requirement for streetlight installation was placed at the time of final plat approval pursuant to ordinance. Street lighting is needed for the safety of the neighborhood. We realize that most of the lots in this subdivision were sold to William Lazenby. However, according to the County Assessor's office and the real estate contract, Mr. Lazenby purchased lots and had no responsibility with regard to infrastructure improvements for the subdivision. Therefore, this responsibility still lies with the developer of the subdivision.

Upon advisement from the City Attorney, we hereby request that you remit payment in the amount of \$3,370.40 to Ozarks Electric immediately. Please notify us when this payment has been made so that the City may inform residents of this subdivision the status of this matter.

If you have any questions, please contact me.

Sincerely,



Sara Edwards
Associate Planner

cc: Tim Conklin, City Planner
Hugh Earnest, Urban Development Director
Kit Williams, City Attorney

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain
Fayetteville, AR 72701
Telephone (501) 575-8264
Fax (501) 575-8316

PLANNING DIVISION CORRESPONDENCE

TO: Casey Jones, City Prosecutor
Kit Williams, City Attorney
FROM: Sara Edwards, Associate Planner *SE*
THRU: Tim Conklin, City Planner *TC*
DATE: June 17, 2002
RE: Hunt Club Subdivision

Earlier this year, it was brought to my attention that the Hunt Club Subdivision that the subdivision was lacking the required street lights. After further investigation, the City discovered that the street lights had not been paid for by the developer and that Ozarks Electric was waiting on payment to install the lights. The street lights are required by ordinance and the subdivision was approved based upon the submitted plat which had the street lights depicted on it. I have included both the Subdivision Regulations and the approved final plat of the subdivision.

The original developers as listed on the plat were Brad and Vonda Wright. Apparently, all of the lots in the subdivision were sold after being platted to William Lazenby. There has been assertion by Ms. Wright that the streetlights were the responsibility of Mr. Lazenby. However, after speaking with Mr. Lazenby and receiving a copy of the real estate contract, it is clear that there was no requirement in the contract that relieved the original developer of the requirement.

Mr. Brad Wright is now deceased, so the responsibility falls to Ms. Vonda Wright alone. I sent a notice to Ms. Wright on March 29, 2002 to apprise her of the situation and to request payment to Ozark's Electric immediately. I have been contacted by George Faucette of Coldwell Banker who represented the Wrights in the sale of the property with requests for further information. I have not received any correspondence from Ms. Wright and have verified that payment for the streetlights has not been made.

Therefore, I am requesting that your office pursue this matter further. If you have any questions, or need additional information, please contact me.

cc: Hugh Earnest, Urban Development Director

FAX

Hunt Club Sub.
C. 5. Page 5
DATE: 2/20/02

TO: Perry Franklin

COMPANY: City of Fayetteville

FAX NUMBER: 444-3490

RECEIVED

FEB 25 2002

FROM: Mike Phipps

PLANNING DIV.

Ozarks Electric Cooperative Corporation

P. O. Box 848

Fayetteville, Arkansas 72702

479 521-2900

479 444-0943 (fax)

MESSAGE: 2 pages

COPY
Tim
FYI
RF

Info: Street Lights

Your Local Energy Partner



Ozarks Electric Cooperative Corp.

Box 848

Fayetteville, Arkansas 72702-0848

(501) 521-2900

MEMO

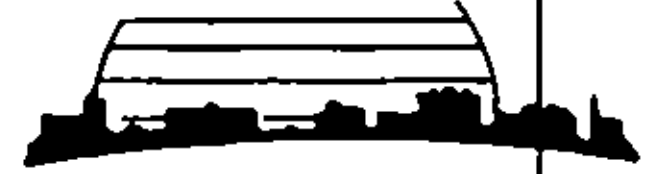
FEBRUARY 22, 2002

TO: PERRY FRANKLIN (CITY OF FAYETTEVILLE)

FROM: MIKE PHIPPS

INREFERENCE TO STREET LIGHTS FOR HUNT CLUB
SUBDIVISION.

BEFORE OECC CAN COMPLETE INSTALLATION OF (8)
ALUM POST STREET LIGHTS, OECC WILL REQUIRE
PAYMENT OF \$3,370.40 FOR LIGHTS AND LABOR COST.



THE CITY OF FAYETTEVILLE, ARKANSAS

Kit Williams
CITY ATTORNEY

CITY ATTORNEY DIVISION
113 WEST MOUNTAIN, 72701
PHONE: 501-575-8313
FAX: 501-575-8315

June 19, 2002

RE: Hunt Club Subdivision Streetlight Requirements

Ms. Vonda Wright
2101 McGuire
Springdale, AR 72764

Dear Ms. Wright:

By now, you are aware of your obligation to pay for the installation of streetlights in the Hunt Club subdivision, as well as the fact that Mr. Lazenby, as a purchaser of individual lots, did not assume your responsibilities as developer. I am writing to urge you, in the strongest terms possible, to fulfill your financial obligation to the City of Fayetteville and the residents of the subdivision.

Your continued failure to pay may well result in legal action against you. In order to avoid any such unpleasantness, you should remit payment in the amount of \$3,370.40 to the order of Ozarks Electric Cooperative Corp. upon receipt of this letter. If your payment has not been received by the close of business on Monday, July 1, 2002, we will have no choice but to proceed against you for the above amount, plus all accrued interest and the costs of litigation.

Sincerely,

David J. Whitaker
Assistant City Attorney
City of Fayetteville, Arkansas

cc: Casey Jones, City Prosecutor
Hugh Earnest, Urban Development Director
Tim Conklin, City Planner
Sara Edwards, Associate Planner

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

Complete info. Will be available on July 16th.

For the Fayetteville City Council meeting of July 16, 2002

FROM:

Sid Norbash
Name

Engineering
Division

Public Works
Department

ACTION REQUIRED: Approval of:

(1) The construction contract in the amount of \$ _____ with
_____, for **Garland Ave. - Water & Sewer Relocations Project.**

(2) A 15% Project Contingency in the amount of \$ _____.

(3) The related budget adjustment.

This project is necessitated due to the widening of Garland Ave. By the Arkansas Highway and Transportation Department.

COST TO CITY:

<u>4470-9470-5808-00</u>	<u>\$389,407</u>	<u>Garland Ave. - Water & Sewer Relocations</u>	<u>Cost</u>
of this Request	Category/Project Budget	Category/Project Name	
<u>5400-5600-5808-00</u>	<u>\$18,374</u>	<u>Water / Sewer Improvements</u>	
Account Number	Funds Used To Date	Program Name	
<u>00018-20</u>	<u>\$371,033</u>	<u>Sales Tax</u>	
Project Number	Remaining Balance	Fund	

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

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

STAFF RECOMMENDATION: Approval of the contract, contingency, and the related budget adjustment.

Jim Beavers 07-02-02
Division Head Date

Sy Beckett 07-02-02
Department Director Date

Administrative Services Director Date

Mayor Date

Cross Reference

New Item: **Yes** ☒ **No** ☐

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract _____

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Dan Coody, Mayor
Greg Boettcher, PWD
Jim Beavers, City Engineer *Jim B.*

From: Sid Norbash, Staff Engineer *SN*

Date: January 17, 2001

Re: **Garland Ave. Water & Sewer Relocations
Construction Contract**

Background:

The above referenced project is a Capital Improvement Project in progress, which is scheduled for construction in 2002.

The purpose of this project is to relocate water and sewer mains in order to accommodate the widening and improvements, scheduled for Garland Ave. (Maple to North St.) by Arkansas State Highway and Transportation Department.

Scope:

Hawkins-Weir Engineers, Inc. Is the City's consulting engineer for this project, and has designed the adjustments to the water and sewer facilities affected by this Highway Project. Approximately 2880 feet of 12" water mains and appurtenances will be constructed along with some smaller water mains and certain sewer facilities. There will be a considerable improvement in fire protection for this area as a result of the new 12" water line and the addition of 13 fire hydrants included in this project.

Mayor Coody
Page 2

Status:

The construction phase for this project was advertised and bids were received on June 25, 2002. The low bid exceeded the certified amount of funds for this project by more than 25%, and the state law requires that the project be re-bid.

Since the funds for this project are limited, and even the low bid was considerably higher than our budgeted amount, per Mr. Greg Boettcher's directive the Staff and the consultant reviewed the plans to implement certain cost saving measures. The Staff requested and obtained approval from the Highway Department to open cut Garland Ave. For the proposed water and sewer line crossings. This item alone will provide cost savings of approximately \$130,000.

This project is being re-advertised at this time and the new bid opening day is set for July 15, 2002.

The Highway Department has awarded the street improvements contract to Mobley Contractors, Inc., and the pre construction meeting has already been conducted. **Therefore, due to the urgency of this matter the contract with the low bidder for the construction of this project will be presented to the Council at the meeting of July 16, 2002.**

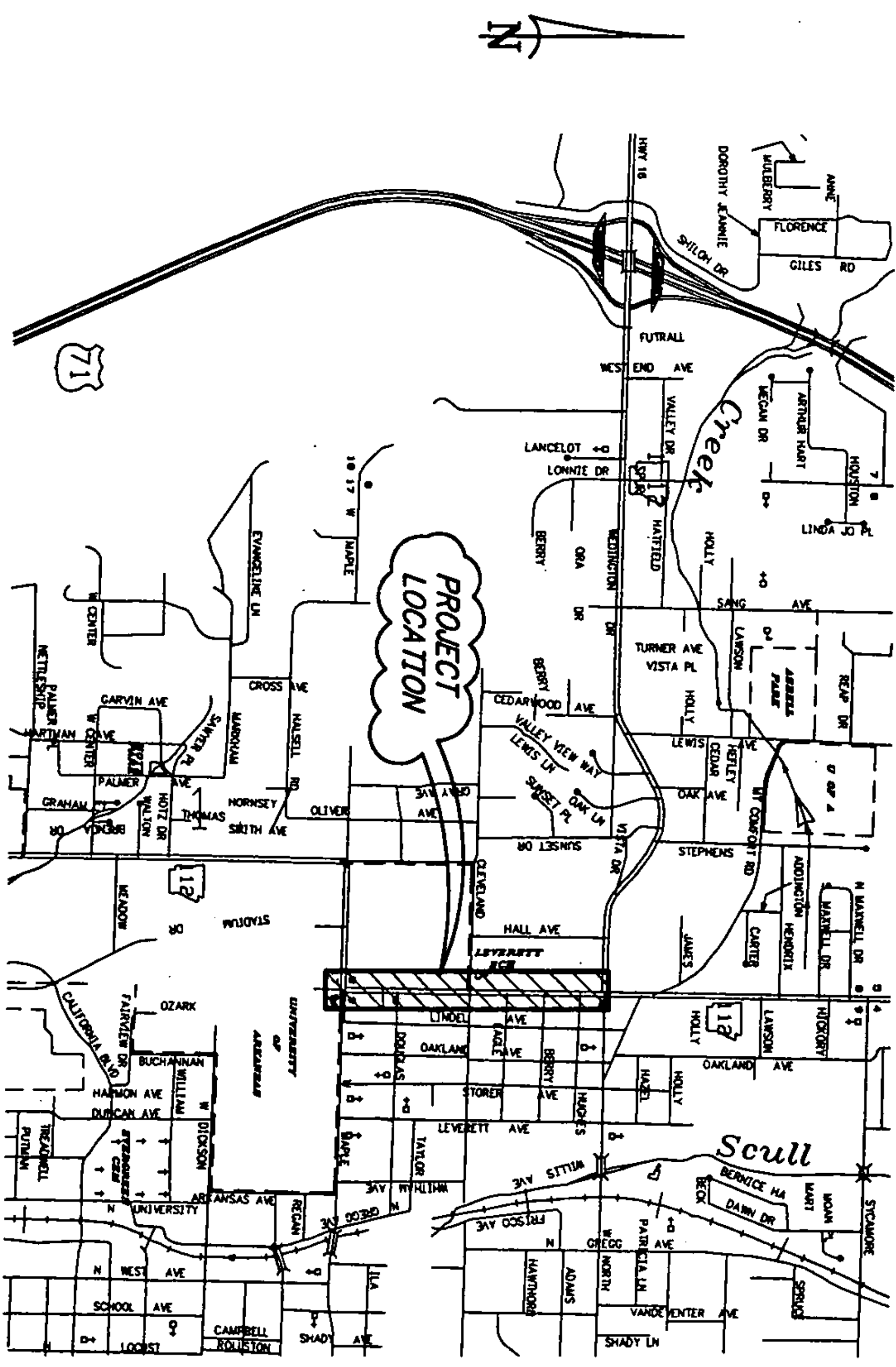
Recommendations:

Will be made by the Staff at the meeting of July 16, 2002.

Funding:

The CIP funding for this project uses Sales Tax fund and the Water and Sewer funds. The project has had an overall funding of \$540,000, and to date land acquisitions and Engineering and other expenses have been charged to this project, resulting a balance of \$371,033.

SN/sn
attachments: Vicinity Map



PROJECT VICINITY MAP, GARLAND AVE.

N.T.S.

STAFF REVIEW FORM

Bid 02-25
C. 7. Page 1XXXXXX AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEWFor the Fayetteville City Council meeting of JULY 16, 2002
FROM:

Chris Bosch

Fire Administration

Fire

Name

Division

Department

ACTION REQUIRED:

Award of Bid 02-25 to Leeco, Inc.- Fire Equipment Sales. Budget adjustment for Firefighter Protective Equipment.

COST TO CITY:

\$ 176,264.00

Cost of this Request
4470 - 9470 - 5302 - 00
1010 - - 1530 - 00
1010 - 3020 - 5302 - 00
Account Number- 0 -
32,031
81,693

Category/Project Budget

- 0 -
48,357

Funds Used to Date

- 0 -
32,031
33,334

Remaining Balance

Category/Project Name

Program Name

SALES TAX CAPITAL FUND
GENERAL FUND

Fund

BUDGET REVIEW:

Budgeted Item

X 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

STAFF RECOMMENDATION:

APPROVAL OF BID

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract Number: _____

Consent -
New BUS

STAFF REVIEW FORM
Page 2

Description: _____

Comments:
Budget Coordinator:

Reference Comments:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:



City of Fayetteville
Fire Department
303 W Center St
Fayetteville, AR 72701

To: Dan Coody, Mayor
City Council

From: Chris Bosch, Fire Chief *CB*

Date: June 26, 2002

RE: Personal Protective Equipment Bid 02-25 Award

BACKGROUND

Personal Protective Equipment is the ensemble that protects firefighters from the hazards associated in the performance of duty. Fire, heat, chemicals, blood borne pathogens and many other hazards are faced by our fire department personnel. This equipment is designed to afford the greatest level of protection to reduce the likelihood of injury or death to our firefighters.

STATUS

In December 2000 several firefighters were injured during operations at the First Church of the Nazarine fire with one firefighter receiving serious burns. During the course of this investigation NIOSH tested the firefighters personal protective equipment and found the equipment had an overall protection degradation of fifty percent. The garments age at the time was eight years old. The company conducting the test conveyed that the accepted life expectancy of personal protective equipment is five years, with proper care and maintenance.

As a result of these findings, the new fire administration created a Safety Committee consisting of personnel from all disciplines within the department. This committee reviewed the investigation results, evaluated our current personal protective equipment, and assessed past causes for firefighter injuries. They determined that a little over sixty percent of our personal protective equipment was beyond the five year service life.

The committee also attributed many past burn injuries directly to design features of the current equipment. Previously accepted practice was to purchase equipment off the shelf with no regard to individual fit or safety enhancements to reduce the possibility of injury.



City of Fayetteville
Fire Department
303 W Center St
Fayetteville, AR 72701

With these findings in hand, the Safety Committee embarked on a comprehensive review of personal protective equipment. Research was conducted on various manufactures specifically focusing on the safety needs of our personnel. After much deliberation on what was currently available in the market place, they developed a set of specifications that meet the safety needs of the Fayetteville Fire Department.

RECOMMENDATION

The Fire Administration recommends that City Council award Bid #02-25 to Leeco, Inc. for all items listed. Leeco, Inc. has met the specifications on all items included in the bid. We have determined that it would be in the City's best interest to accept Leeco's bid on the boots to allow for ease of purchasing the entire ensemble from one vendor in lieu of splitting out one item. Award of this bid will allow the department to standardize its personal protective equipment and to enhance the safety features that protect our firefighters.

The proposal is to purchase ninety sets of personal protective equipment. This will replace all equipment for current personnel and allow for backup sets in cases where gear is damaged or contaminated. Total cost of the project is \$176,264. with funds coming from three accounts, Uniforms and Personal Equipment \$25,000, Fire Service Equipment Act 833 \$32,000, and Fire Department Capital Improvements \$120,000. The Fire Department has applied for a United States Fire Administration Fire Act Grant that if awarded will replace \$111,508 of the funds spent on this project.

Attachment: Bid Tabulation



City of Fayetteville
Fire Department
303 W Center St
Fayetteville, AR 72701

BID TABULATION

	<u>LEECO</u>	<u>NAFECO</u>	<u>F AND F SUPPLY</u>	<u>CHIEF'S SUPPLY</u>
COAT	721.00	537.39*	_____	_____
PANT	554.00	485.77*	_____	_____
HELMET	219.90	243.96*	_____	_____
HOOD	29.75	18.73*	25.00*	25.25*
GLOVES	55.50	63.75	30.00*	_____
BOOTS	199.75	278.00	187.00	_____
SUSPENDERS	21.00	19.70*	22.00*	_____

* DID NOT MEET SPECIFICATIONS

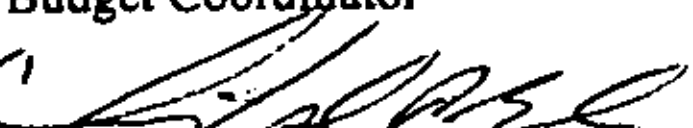
Budget Year 2002	Department: FIRE Division: OPERATIONS Program: UNIFORMS AND PERSONAL EQUIP.	Date Requested 06/26/02	Adjustment #
---------------------	---	----------------------------	--------------

Project or Item Requested: PURCHASE OF NINETY (90) SETS OF PPE FROM BID 02-25. TRANSFER OF \$120,000 FROM CAPITAL TO UNIFORMS & EQUIP. TO PARTIALLY FUND PROJECT.	Project or Item Deleted:
--	--------------------------

Justification of this Increase: TO REPLACE OUTDATED/SUBSTANDARD PPE AND TO STANDARDIZE PPE WORN BY FIRE DEPARTMENT PERSONNEL.	Justification of this Decrease: CURRENT CRITICAL NEEDS JUSTIFY THE DECREASE IN THE CAPITAL ACCOUNT.
--	--

Increase Expense (Decrease Revenue)			
Account Name	Amount	Account Number	Project Number
UNIFORMS & PERSONAL EQUIP.	\$120,000	4470 9470 5302 00	021261

Decrease Expense (Increase Revenue)			
Account Name	Amount	Account Number	Project Number
FIRE APPARATUS	\$120,000	4470 9470 5802 00	01007

Approval Signatures		Budget Office Use Only	
Requested By 	Date 6-26-02	Type: A B C <u>D</u> E	
Budget Coordinator 	Date 6/26/02	Date of Approval	
Department Director 	Date 7/2/02	Posted to General Ledger	
Admin./Services Director	Date	Posted to Project Accounting	
Mayor	Date	Entered in Category Log	

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council meeting of
FROM:

July 17, 2002

Ray M. Boudreaux

Aviation & Economic Development

Airport

Name

Division

Department

ACTION REQUIRED

Approval and signature of the Mayor for a construction contract with ***** for hangar rehabilitation.

COST TO CITY:

241,500 (estimated)

186,317

Hangar Rehabilitation

Cost of this Request

Category/Project Budget

Category/Project Name

5550.3960.5400.00

31,020

Airport Capital Exp

Account Number

Funds Used to Date

Program Name

02074

155,297

Airport

Project Number

Remaining Balance

Fund

BUDGET REVIEW:

Budgeted Item

X

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

STAFF RECOMMENDATION:

Bids are due on this project 7/6. Airport Board meeting 7/11. for approval by city council at meeting of 7/16. Please reserve as an agenda item.

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

Date

Cross Reference

New Item:

Yes

No

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

STAFF REVIEW FORM

☐ AGENDA REQUEST
☐ CONTRACT REVIEW
☒ GRANT REVIEW

For the Fayetteville City Council meeting of July 16, 2002

FROM:

Ray M. Boudreaux
Name

Economic Development
Division

Aviation & Economic Development
Department

ACTION REQUIRED: Approval of the Grant Agreement with the Arkansas Department of Economic Development for a parking lot expansion by Superior Industries and a sidewalk installation by Danaher Tools, Inc. Approval of a budget adjustment is also requested.

COST TO CITY:

\$167,000.00

Cost of this Request

4470-9470-535-00

Account Number

02550 - 1

Project Number

305,000

Category/Project Budget

Funds used to date

305,000

Remaining Balance

Economic Development Grant MATCHES
Category/Project Name

Program Name

SALES TAX

Fund

BUDGET REVIEW:

7-1-02

☒ Budgeted Item

☒ Budget Adjustment Attached

Budget Manager

Date

Administrative Services Dir.

Date

CONTRACT/GRANT/LEASE REVIEW:

Maria Farkas 7/1/02
Accounting Manager Date

Jenny Smith 7/2/02
Internal Auditor Date

Arkansas Department of Economic
Development

GRANTING AGENCY

J. P. White 7/2/02
City Attorney Date

ADA Coordinator Date

W. L. White 7/2/02
Purchasing Officer Date

Grants Coordinator Date

STAFF RECOMMENDATION: Approve the Grant Agreement for signature by the Mayor

Division Head

Ray M. Boudreaux

Department Director

Ray M. Boudreaux

Administrative Services Director

Mayor

Date

June 28, 2002

Date

7/2/02

Date

Date

Cross Reference

New Item: Yes ☒ No

Prev. Ord/Res#:

Orig Cont. Date:

Orig Cont #:

Consent
New Bus

STAFF REVIEW FORM

Page 2

Meeting Date: July 16, 2002

Comments: Approve the Grant Agreement for Signature by the Mayor. Grant from ADED for a parking lot expansion by Superior Industries and sidewalk for Danaher Tools.

Budget Manager

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

Internal Auditor

Reference Comments

ADA Coordinator

Reference Comments:

Grants Coordinator

Reference Comments:

FAYETTEVILLE

AIRPORT ADMINISTRATION OFFICE
THE CITY OF FAYETTEVILLE, ARKANSAS

SUPERIOR IND.
C.9. PAGE 3

May 23, 2002

Francille Honeycutt
Arkansas Department of Economic Development
One State Capitol Mall
Little Rock, AR 72201

Dear Ms. Honeycutt:

Attached please find letters from Superior Industries and Danaher Tool Group as well as drawings of their expansion projects. I have also attached a copy of the letters from the State of Arkansas awarding grants to the companies for infrastructure improvements. The following is a brief description of the projects for your information.

Superior Industries will purchase seven (7) acres from the City of Fayetteville on which to construct a new parking lot and warehouse. The parking lot is absolutely essential to support the employees of the company. Their expansion includes adding up to 136 new jobs to the current workforce. The local contributions shall be provided to complete the financing for this project to match the \$100,000.00 grant from the State of Arkansas.

Danaher Tool Group will add a 15,000 square foot warehouse to their current plant. With the expansion will be 43 new jobs. Danaher has been awarded a \$20,000.00 State of Arkansas grant for the construction of a sidewalk required as part of the project. The City of Fayetteville will match the state grant with \$7,000.00 of design and construction over-site services.

Please provide the grant paperwork so that we can consummate the grant awards to the City to benefit these companies in the Fayetteville Industrial Park.

Sincerely,



Ray M. Boudreaux
Director, Aviation and Economic Development



Mike Huckabee
Governor

Jim Pickens
Director

Arkansas Department of Economic Development

June 25, 2002

RECEIVED

JUN 28 2002

AIRPORT

The Honorable Dan Coody
Mayor of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

RE: Grant #EIF 200214 - City of Fayetteville for Multi-Activity Project

Dear Mayor Coody:

Attached are three (3) copies of your Grant Agreement for the above referenced project.

Please review the grant, and if acceptable, sign the front page on all three (3) documents. Once signed, please return all three (3) copies to the Arkansas Department of Economic Development. A copy will be forwarded to you for your records after they are signed by the Director of Arkansas Department of Economic Development.

For your convenience, we have attached two copies of the Request for Payment signature cards and the Bank Designation and Check Signature forms for your completion. Please complete the forms by using the attached instructions. Once completed, retain one (1) for your files and return one (1) to this office. These signature cards must be returned prior to submission of your first Request for Payment.

Also, enclosed is a copy of a Financial Forms Checklist for your convenience.

If any questions should arise concerning this matter, please feel free to contact me at 501/682-1635.

Sincerely,

A handwritten signature in cursive script, reading "Francille Honeycutt".
Francille Honeycutt
Grants Management Unit

FH:dh

Attached

MEMORANDUM

TO: Dan Coody, Mayor
City Council Members
THRU: Staff Review Committee
FROM: Ray M. Boudreaux, Director
DATE: June 28, 2002
SUBJECT: Grant Contract Agreement/Danaher and Superior

Background: Attached please find the grant agreement from ADED for the Superior Parking lot and the Danaher Sidewalk.

Purpose: To approve the grant agreement for signature by the Mayor.

Budget Considerations: N/A

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

Attachments: Staff Review Form
Grant Agreement

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

(6/99)

**Instructions for Completion of the
Request for Payment Signature Card**

- A. The Control Number (beginning 790...) can be found at the top of the first page of the grant agreement.
 - B. Type the name and permanent address, including the zip code of the Grantee.
 - C. Indicate whether one or two signatures are required on the RFP/ER and check the appropriate box. In some cases, state law and/or the Arkansas Department of Economic Development may require two signatures.
 - D. Enter the date and signature of the individual certifying the signatures of those persons authorized to sign Requests for Payment. This certifying individual must be the chief executive officer of the Grantee.
 - E. These lines are for the typed names and signatures of individuals who are authorized to sign the Grantee's Requests for Payment forms and certifications on required reports. While only one signature is required on each RFP, it is a **good idea** to have three or four people authorized to sign. Individuals authorized to sign the RFP form cannot sign checks disbursing account funds.
- None of the signatures appearing on the Signature Card may be that of a private contractor. At least one of the signatures must be that of the Grantee's elected official or employee covered by the Grantee's blanket bond.
- F. This section is for the Arkansas Department of Economic Development use only and certifies that the form has been properly submitted and is approved.

After cards have been completed by the Grantee, two originals must be returned to the Arkansas Department of Economic Development. One copy must be retained by the Grantee for their files.

ECONOMIC INFRASTRUCTURE FUND GRANT PROGRAM GRANT AGREEMENT

PART I

Signatory Page

Grantee: City of Fayetteville

Grant Control: #EIF 200214

Grant Amount: \$120,000

Activity Type: Multi-Activity

GRANTOR

Arkansas Department of Economic Development
One Capitol Mall, Room 4B206
Little Rock, Arkansas 72201
Phone: (501) 682-1211

GRANTEE

Name: **City of Fayetteville**
Address: **113 W. Mountain**
Fayetteville, AR 72701
County: **Washington**
Phone: **(479) 521-7700**

1. This Grant Agreement, is entered into by the Arkansas Department of Economic Development, Grantor, and the City of Fayetteville, Grantee, for the purpose of providing funds to Grantee to undertake public works projects which support private sector job creation opportunities pursuant to Act 1381 of 1999 and its successors. The Grantee agrees to initiate and complete a public works project in accordance with the terms of this Grant Agreement.
2. The Grantee further warrants it will conduct and administer the grant in accordance with this Agreement and all applicable State laws and regulations.

ARKANSAS DEPARTMENT OF ECONOMIC DEVELOPMENT

BY:

Signature

Jim Pickens
Name

Director
Title

Date

CITY OF FAYETTEVILLE

BY:

Signature

Dan Coody
Name

Mayor of Fayetteville
Title

Date

FH:dh

----- *II - GRANT AGREEMENT GENERAL TERMS AND CONDITIONS*

In consideration of the general terms and conditions hereinafter contained, the Grantor and the Grantee agree as follows:

1. **COMPENSATION AND METHOD OF PAYMENT.** The Grantor will utilize a grant request for payment procedure and will authorize the Grantee to draw up to **\$120,000** against a Grant Award through the State Treasury, consistent with all fiscal requirements stipulated herein. The Grantee may request and receive authorized grant funds by submitting appropriate forms and documentation, subject to approval by the Grantor, for payments of allowable expenses incurred by the Grantee while undertaking approved project activities in accordance with this Grant Agreement. These expenses must be identified by line item categories, which correspond to the line item categories on this Grant Agreement's Scope of Work-Budget. Requisitions will be mailed to the Grantor, and the Grantor will review and approve the requisitions before issuing Payment to the Grantee.

It is expressly understood that Grantor will honor requests for payment and disburse funds only to the extent that funds have been released to Grantor therefore, consistent with the requirements of the General Accounting and Budgetary Procedures Law, the Revenue Stabilization Law and any other applicable fiscal control laws and regulations promulgated by the Department of Finance and Administration.
2. **LEGAL AUTHORITY.** By signing the Grant Agreement Document's Signatory Sheet, the Grantee certifies that it possesses legal authority to accept grant funds and to execute the project described in this Grant Agreement. This act of signing will also certify that the Grantee will comply with all parts of this Agreement.
3. **WAIVERS.** No conditions or provisions of this Grant Agreement may be waived unless approved by the Grantor, in writing.
4. **ASSIGNABILITY.** The Grantee will not assign any interest in this Grant Agreement and will not transfer any interest in the same (whether by assignment or novation).
5. **SPECIAL CONDITIONS.** The Grantee will comply with all special conditions and attachments incorporated herein to this grant award. Compliance approval and clearance of special conditions will be given by the Grantor in writing after receipt and review of evidence of compliance from the Grantee. Official notification of a special condition and the Grantor's approval and/or clearance of special conditions must be retained by the Grantee in its files.
6. **FINANCIAL MANAGEMENT AND ACCOUNTING.** The Grantee will establish and maintain a financial management and accounting system, which conforms to generally accepted accounting principles and complies with all applicable State requirements.
7. **ALLOWABLE COSTS.** All costs necessary to carry out the eligible activities in the project must be consistent with and not exceed the limitations imposed by special conditions, scope of work and budget.
8. **AMENDMENTS AND MODIFICATIONS.** The Grantor will consider project amendments if they are necessitated by actions beyond the control of a Grantee. The Grantee may request or the Grantor may require an amendment or modification of the Grant Agreement. However, such amendment or modification will not take effect until approved, in writing, by the Grantor. The Grantee must sign and return the amendment to the Department of Economic Development within three days. The Grantee must request prior approval for all amendments or modifications. Amendments will not be approved

which would materially alter the circumstances under which the grant was originally funded.

9. **RECORD KEEPING.** The Grantee agrees to keep such records as the Grantor may require. All such records, and other records pertinent to the grant and work undertaken as part of the project, will be retained by the Grantee for a period of three years after the final audit of the program.
10. **ACCESS TO RECORDS.** The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent documents, papers, records, and books of the Grantee and of persons or organizations with which the Grantee may contract, which involve transactions related to this Grant Agreement. The Grantee's contract with other persons or organizations must specifically provide for the Grantor's access to documents as provided herein.
11. **REPORTS.** The Grantee, at such times and in such forms as the Grantor may require, will furnish the Grantor with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.
12. **OBLIGATIONS REGARDING THIRD PARTY RELATIONSHIPS.** The Grantee will remain fully obligated under the provisions of the Grant Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the project described herein. Any subcontractor who is not the Grantee will comply with all lawful requirements of the Grantee necessary to ensure that the project is carried out in accordance with the provisions of this Grant Agreement. Failure to comply will result in sanction upon Grantee, Administrator, Engineer/Architect or Sub Contractor. This sanction will result in the Department of Economic Development not working with said persons, for a period of not less than one year or more than five years and/or a suspension of existing funding.

The Grantee shall secure all such services in accordance with applicable State law and the provisions of this Grant Agreement, and shall notify the Grantor, in writing, of the method utilized to secure services, the name and address of the service provider(s), the scope of work anticipated and the terms of compensation.
13. **CONFLICT OF INTEREST.** No officer or employee of the Grantor, no member, officer, or employee of the Grantee or its designees or agents, no member of the governing body of the jurisdiction in which the project is undertaken or located and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his tenure, will have any personal or pecuniary gain or interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this agreement. The Grantee will incorporate, or cause to incorporate, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this provision. The Grantor reserves the right to waive certain provisions of this clause in the event of a situation once justified as unavoidable by the Grantee, and approved by the Grantor which necessitates such a waiver.
14. **POLITICAL ACTIVITY.** No portion of the funds provided hereunder will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.
15. **NOTICES.** The Grantee will comply with all public notices or notices to individuals required by applicable State laws.
16. **PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION.** The assistance provided under this Grant Agreement will not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement.

17. **TERMINATION BY MUTUAL AGREEMENT.** This Grant Agreement may be terminated, in whole or in part, prior to the completion of project activities when the Grantor determines that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Grantee will not incur new obligations for the terminated portion after the effective date, and will cancel as many outstanding obligations as possible. The Grantor will make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.
18. **TERMINATION FOR CAUSE.** If the Grantee fails to comply with the terms of the Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Grantor may:
- (a) Suspend Grant Payments - After notice to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate by the Grantor.
 - (b) Terminate in toto - Terminate the grant in whole, or in part at any time before the final grant payment is made.
- The Grantor will promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination.
- Payments made to the Grantee or recoveries by the Grantor will be in accordance with the legal rights and liabilities of the parties.
19. **RECOVERY OF FUNDS.** In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Grantor may institute actions to recover all or part of the proper funds paid to the Grantee.
20. **DISPUTES.** Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by provision of the Grant Agreement, will be decided by the Grantor which will reduce its decision to writing and mail or otherwise furnish a copy thereof to the Grantee. The decision of the Grantor will be final and conclusive. This does not preclude the consideration of questions of law in connection with decisions provided for in the preceding paragraph; provided that nothing in this Grant Agreement will be construed as making final the decision of any administrative official, representative, or board on a question of law.
21. **INDEMNIFICATION.** The Grantee will defend, protect, and save harmless the Grantor from and against all claims, suits, and actions arising from any act or omission of the Grantee or any employee or agents of either in the performance of this Grant Agreement. However, this clause shall not be construed to waive A.C.A. § 21-9-301 (1991 supp.).
22. **SEVERABILITY.** If any provision under this Grant Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect other provisions of the Grant Agreement, which can be given effect without the invalid provision.
23. **PERFORMANCE.** The Grantor's failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any rights under this Grant Agreement.
24. **ENFORCEMENT.** If the Grantor determines that a Grantee's performance fails to meet the terms and conditions of its Grant Agreement, several courses of action may be pursued in order to resolve the problem. The Grantor may take any of the following actions, severally or in combination:

- (a) Request additional information from the Grantee to verify the nature of inadequate performance;
 - (b) Conduct a site visit to examine pertinent records and recommend remedial cause of action;
 - (c) Issue a letter of warning, advising the Grantee of the deficiency, recommendations for corrections, date by which performance must be corrected and notice that more serious sanctions may be imposed if the situation continues or is repeated;
 - (d) Suspend funding of questioned activities until remedies are effected;
 - (e) Establish sanctions upon Grantee, Administrator, Engineer/Architect or Sub Contractor. This sanction will be for a period of not less than one year but not more than five years. Require reimbursement of funds improperly spent; or
 - (f) Refer the matter to the Attorney General of Arkansas with a recommendation that a civil action be instituted.
25. **AUDIT.** The Grantee will be responsible for the conduct of a financial and compliance audit within a reasonable period after completion of project activities. Such audit must be performed by a certified public accountant whose services are secured through procedures consistent with state law. The Grantor reserves the right to recover any unspent or questioned balance of grant funds, if any, from the Grantee after final audit.
26. **CLOSE-OUT.** The Grantor will advise the Grantee to initiate close-out procedures when the Grantor determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:
- (a) All costs to be paid with grant funds have been incurred with the exception of any unsettled third party claims against the Grantee. Costs are incurred when goods and services are received and/or contract work is performed;
 - (b) The last required progress report has been submitted. The Grantee's failure to submit or update will not preclude the Grantor from effecting closeout if it is deemed to be in the State's interest. Any excess grant amount which may be in the Grantee's possession will be returned in the event of the Grantee's failure to furnish or update the report; and
 - (c) Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement, and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.
27. The Grantee agrees, as a condition of receiving grant assistance, to abide by and adhere to any policy directives, rules, regulations or other requirements which may be issued from time to time by the Grantor, and which in the opinion of the Grantor are necessary to efficient or legal execution of the project.
28. The Grantee agrees to see that all work is performed and completed in a manner consistent with timelines established at the Grants inception. Failure to meet these timelines without acceptable justification may result in sanction and or deobligation of funding to Grantee and/or Sub Contractors.

PART III SCOPE OF WORK, SPECIAL CONDITIONS, BUDGET, AND PROJECT SCHEDULE

SECTION A - SCOPE OF WORK

Grantee: City of Fayetteville

Amendment # N/A

Control #: EIF 200214

Amendment Date N/A

The project described more fully herein consists of a grant to the Grantee for the purpose of the construction of a new parking lot and sidewalk. The Grantee will provide \$20,000 in grant funds allowing the Danaher Tool Group to construct a sidewalk as part of a warehouse expansion project and Superior Industries to construct a new parking lot to support the company's expansion. The location of all improvements is shown on the project map, which is attached hereto and incorporated herein by reference.

Job Creation

Superior Industries commits to creating 136 new, full time jobs within 24 months of project completion.

Danaher Tool Group will create 43 new, full-time jobs as a result of the project.

Audit

Upon completion of this project, the Grantee is responsible for securing an independent, certified public accountant to perform an audit, which tracks the expenditure of the grant funds.

SECTION B - SPECIAL CONDITIONS

Grantee: City of Fayetteville

Control #: EIF 200214

-
1. Any construction costs in excess of \$100,000 on the Superior Industries project and \$20,000 on the Danaher Tool Group will be paid by the city or company.
 2. The Grantee shall ensure that all Requests for Payments are accompanied by pay estimates, which have been approved by the Grantee. Pay estimate must accompany Request for Payment before the Grantor will honor the Request.
 3. The Grantee is responsible for having an audit of the expenditure of the grant funds at project's completion.
 4. The Grantee must receive from the Companies, job creation information at the end of the project. Job creation information is to include, at a minimum:
 - a. Total number of jobs on the company payroll at the start of the project.
 - b. Total number of jobs on the company payroll at the end of the project.
 - c. General categories of jobs that were created as a result of the project.

SECTION C - BUDGET

Grantee: City of Fayetteville

Amendment: #

Grant Control #EIF 200214

Category:

Housing

Economic Development

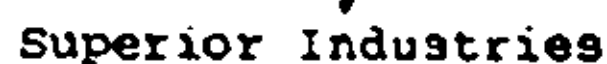
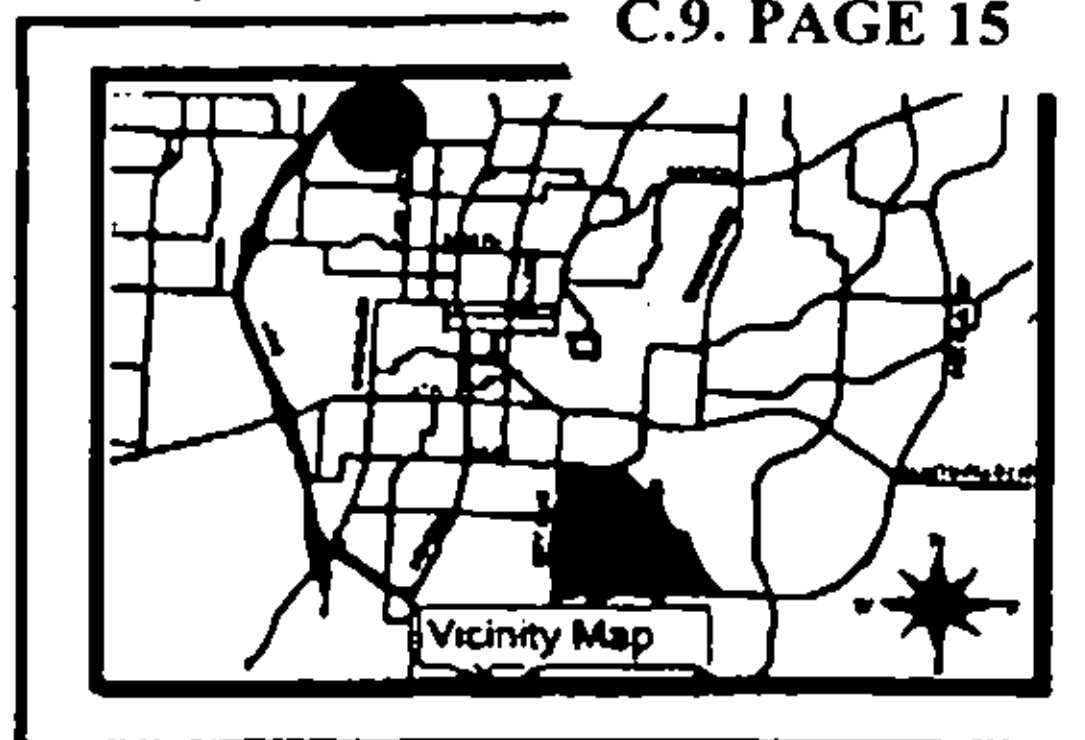
Community Facility

Planning

Activity: Multi-Activity

Source of Funds

Cost Classification Sub-Costs	Arkansas Department of Economic Development	Cost Classification Total
Construction	\$120,000	\$120,000
Totals	\$120,000	\$120,000



February 28, 2002

Form **W-9**
(Rev. December 1996)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do NOT
send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see Specific Instructions on page 2.)

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign
Here

Signature ▶

Date ▶

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS tells the requester that you furnished an incorrect TIN, or
3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Attachment 3 (Continued)
Arkansas Direct Deposit System
General Expense Direct Deposit Authorization Form

Agency Code: EIF 200214 Agency Title: Arkansas Date: / /
Department of Economic
Development

Contact Person: Dana Heatley

Telephone Number: (501) 682-1211

CHECK WHERE APPLICABLE:

☒	New Enrollment. Complete entire form and sign.
☐	Change of present financial information. Complete entire form and sign.
☐	Cancel participation. Sign form.

I hereby authorize the Arkansas Direct Deposit System (ADDS) to deposit to my account indicated below the net amount I am due as if a warrant had been delivered to me for that amount. I also authorize the financial institution indicated below to credit the net amount to the account. Should an incorrect entry be made, ADDS is authorized to initiate debit entries to my account necessary to correct the incorrect credit entries.

Financial Institution Name: _____

City: _____ State: _____ Zip: _____

Checking Account: ☒ Savings Account: (Select One)

This authority is to remain in full effect until ADDS has received written notification from me of its termination. I understand that by having my payment deposited in this manner, a direct deposit advice notification will be available and that there will be no charge.

Social Security Number: _____	Federal ID #: _____
Vendor Number: _____	Suffix: _____
Grantee Name: _____	

Address: _____

City/State/Zip: _____

Date: _____ Signature: _____

ATTACH A VOIDED CHECK OR PERSONALIZED DEPOSIT SLIP WITH THIS FORM

Agency Use Only

Bank Routing Number	Account Number	Account Type

(6/99)

Attachment 3
Arkansas Direct Deposit System
General Expense Direct Deposit Authorization Form

Instructions for completing forms required for direct deposit.

Arkansas Direct Deposit System Form
Complete only those blanks with an "X" beside them.

Bank Name: Enter the name of the bank authorized and able to accept direct deposits for the project.

City/State/Zip: Enter the city, state and zip code of the bank.

Name (In Box): Enter the name of the Grantee.

Address: Enter the complete address of the Grantee.

Date and Signature: The Grantee's Chief Executive Officer must sign and date the form.

W-9 Form

Name: Identify the Grantee as "City of _____" or "_____ County"

Address: Enter the _____ of the City or County.

Part I (Taxpayer ID #): _____ nine digit city or county tax identification number. The City Clerk or County Treasurer will know this number.

Date and Signature: The Grantee's Chief Executive Officer must sign and date the form.

(6/99)

Attachment 2
Request for Payment (RFP) Signature Card

A. ACEDP Control #: EIF 200214

B. Grantee Name and Address:

City of Fayetteville, 113 W. Mountain, Fayetteville, Arkansas 72701:

C. I certify that the signatures below are of the individuals authorized to request ACEDP grant funds, and that (*select the appropriate option below*):

☐ only one signature is required to sign Requests for Payment.

☐ two signatures are required to sign & countersign Requests for Payment.

D. Signature of Chief Executive Officer:

Typed Name: _____ Date: _____

E. Signatures of Individuals Authorized to Sign Requests for Payment:

1. Signature: _____

Typed Name: _____

2. Signature: _____

Typed Name: _____

3. Signature: _____

Typed Name: _____

4. Signature: _____

Typed Name: _____

F. Arkansas Department of Economic Development Approval:

Grants Manager: _____ Date: _____

(6/99)

Attachment 2
Request for Payment (RFP) Signature Card

A. ACEDP Control #: EIF 200214

B. Grantee Name and Address:

City of Fayetteville, 113 W. Mountain, Fayetteville, Arkansas 72701:

C. I certify that the signatures below are of the individuals authorized to request ACEDP grant funds, and that (*select the appropriate option below*):

- ☐ only one signature is required to sign Requests for Payment.
☐ two signatures are required to sign & countersign Requests for Payment.

D. Signature of Chief Executive Officer:

Typed Name: _____ Date: _____

E. Signatures of Individuals Authorized to Sign Requests for Payment:

1. Signature: _____

Typed Name: _____

2. Signature: _____

Typed Name: _____

3. Signature: _____

Typed Name: _____

4. Signature: _____

Typed Name: _____

F. Arkansas Department of Economic Development Approval: Grants Manager: _____ Date: _____

(6/99)

**Instructions for Completing the
Bank Designation and Check Signature Form**

Section I

1. Enter the Grantee's name, permanent address and zip code.
2. Enter the name, street address and zip code of the bank that will receive direct deposits of ACEDP funds.
3. Enter the name and number of the bank account established to receive ACEDP funds.
4. Enter the ACEDP control number identified in the grant agreement.
5. Enter the typed names and signatures of all individuals authorized to sign bank account checks. At least two signatures must be provided. Such individuals cannot be authorized to sign Requests for Payment forms. The Statement of Grantee section must be signed by the same official that signed the grant agreement.

Section II

All sections must be completed to provide specific information regarding the bank, which will receive ACEDP funds.

Each item is self-explanatory.

Attachment 1
Bank Designation and Check Signature Form

SECTION I (To be Completed by Grantee)

(1) City of Fayetteville, 113 W. Mountain, Fayetteville, Arkansas 72701:

(2) Name, Street Address and Zip Code of ACH or ACH-capable Bank to receive deposits:

has been designated as the depository for all grant funds to be received directly from the State of Arkansas for deposit to a non-interest bearing account, _____

(3) Enter name and number of account in the proceeding blank.

resulting from Grant Control Number # EIF 200214,

(4) Grant Control Number from grant agreement in the proceeding blank.

executed with the Arkansas Department of Economic Development.

(5) Typed names and Signatures (Note 1)
of Persons Authorized to Sign Checks

(Typed Name/Signature)

(Typed Name/Signature)

(Typed Name/Signature)

(Typed Name/Signature)

Statement of Grantee

I/We understand that disbursements from the Account may be made only for authorized costs of the project.

(Signature/Title of Chief Executive Officer)

(Date)

SECTION II (To be Completed by the Bank Official)

A non-interest bearing account identified in Section I has been established with this bank. All necessary documentation, including a power of attorney (where necessary), which will legally enable this depository to receive State of Arkansas warrants for deposit to Bank Account Number/Name _____ without the payee's endorsement has been received and is in this depository's custody. This bank is a member of the FDIC.

Name of Bank

Mailing Address of Bank

Telephone Number of Bank

City, State and Zip Code of Bank

Title of Authorized Bank Official

Signature of Authorized Bank Officer

Date

Note 1: Must have a minimum of two and a maximum of four signatures of individuals authorized to make disbursements (write checks). The County Judge cannot sign county checks. Individuals signing disbursement checks cannot sign RFPs.

Attachment 1
Bank Designation and Check Signature Form
SECTION I (To be Completed by Grantee)

City of Fayetteville, 113 W. Mountain, Fayetteville, Arkansas 72701:

(2) Name, Street Address and Zip Code of ACH or ACH-capable Bank to receive deposits:

has been designated as the depository for all grant funds to be received directly from the State of Arkansas for deposit to a non-interest bearing account, _____

(3) Enter name and number of account in the proceeding blank.

resulting from Grant Control Number # EIF 200214,

(4) Grant Control Number from grant agreement in the proceeding blank.

executed with the Arkansas Department of Economic Development.

(5) Typed names and Signatures (Note 1)
of Persons Authorized to Sign Checks

(Typed Name/Signature)

(Typed Name/Signature)

(Typed Name/Signature)

(Typed Name/Signature)

Statement of Grantee

I/We understand that disbursements from the
Account may be made only for authorized
costs of the project.

(Signature/Title of Chief Executive Officer)

(Date)

SECTION II (To be Completed by the Bank Official)

A non-interest bearing account identified in Section I has been established with this bank. All necessary documentation, including a power of attorney (where necessary), which will legally enable this depository to receive State of Arkansas warrants for deposit to Bank Account Number/Name _____ without the payee's endorsement has been received and is in this depository's custody. This bank is a member of the FDIC.

Name of Bank

Mailing Address of Bank

Telephone Number of Bank

City, State and Zip Code of Bank

Title of Authorized Bank Official

Signature of Authorized Bank Officer

Date

Note 1: Must have a minimum of two and a maximum of four signatures of individuals authorized to make disbursements (write checks). The County Judge cannot sign county checks. Individuals signing disbursement checks cannot sign RFPs.

Budget Year 2002	Department: Sales Tax Capital Improvement Fund Division: Program: Economic Development Grant Matches	Date Requested July 1, 2002	Adjustment #
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Project or Item Requested: Recognition of a state economic development grant award and establishing the expenditure budget to use the grant is requested.	Project or Item Deleted: None. Recognition of a state grant is the primary revenue funding this request.
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Justification of this Increase: The State of Arkansas has awarded a grant to the City to aid Danaher Tools, Inc. and Superior Industries, Inc. in expanding their operations in Fayetteville.	Justification of this Decrease:
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Increase Expense (Decrease Revenue)							
Account Name	Amount	Account Number				Project Number	
Economic Development Grant Ma	120,000	4470	9470	5315	00	02050	1

Decrease Expense (Increase Revenue)							
Account Name	Amount	Account Number				Project Number	
State Grants	120,000	4470	0947	4302	00		

Approval Signatures		Budget Office Use Only	
Requested By  Budget Manager	Date 7-1-02 Date	Type: A B C <u>D</u> E	Date of Approval _____
Department Director	Date	Posted to General Ledger _____	Posted to Project Accounting _____
Admin. Services Director	Date	Entered in Category Log _____	
Mayor	Date		

Solid Waste Rate

D. 1. Page 1

Fayetteville Municipal Airport / Drake Field

Hangar Rehab Project

State Grant # 1775-01 (50/50%)

State Grant Amount 93,158

AS400 Project # 01038/02074

Project Budget: 186,317

Project Expense:

Vendor	Vendor #	Type of Work	Check #	Amount	PO #	Invoice #	Date
W&D Enterprises Roofing System	9767	Roof - Elastomeric	276768	8,500.00	00-3804	8807	30-Apr-01
King Electrical Contractors	5974	Install New Lighting	277772	9,468.97	01-1137	6704	21-May-01
Stephens Brothers HVAC	11234	Replace Furnaces (2	289680	3,097.50	02-798	14641	25-Feb-02
Miller Boskus Lack Arch PA	10497	Architectural	290719	2,580.00	02-890	2628	25-Mar-02
Miller Boskus Lack Arch PA	10497	Architectural	291823	6,887.51	02-890	2647	22-Apr-02
Miller Boskus Lack Arch PA	10497	Architectural	in process	486.19	02-890	2707	25-Jun-02

Total Project Expense to Date: 31,020.17

Remaining Project Budget: 155,296.83

Local Share of LTD Expense 15,510.09

State Share of LTD Expense 15,510.09

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

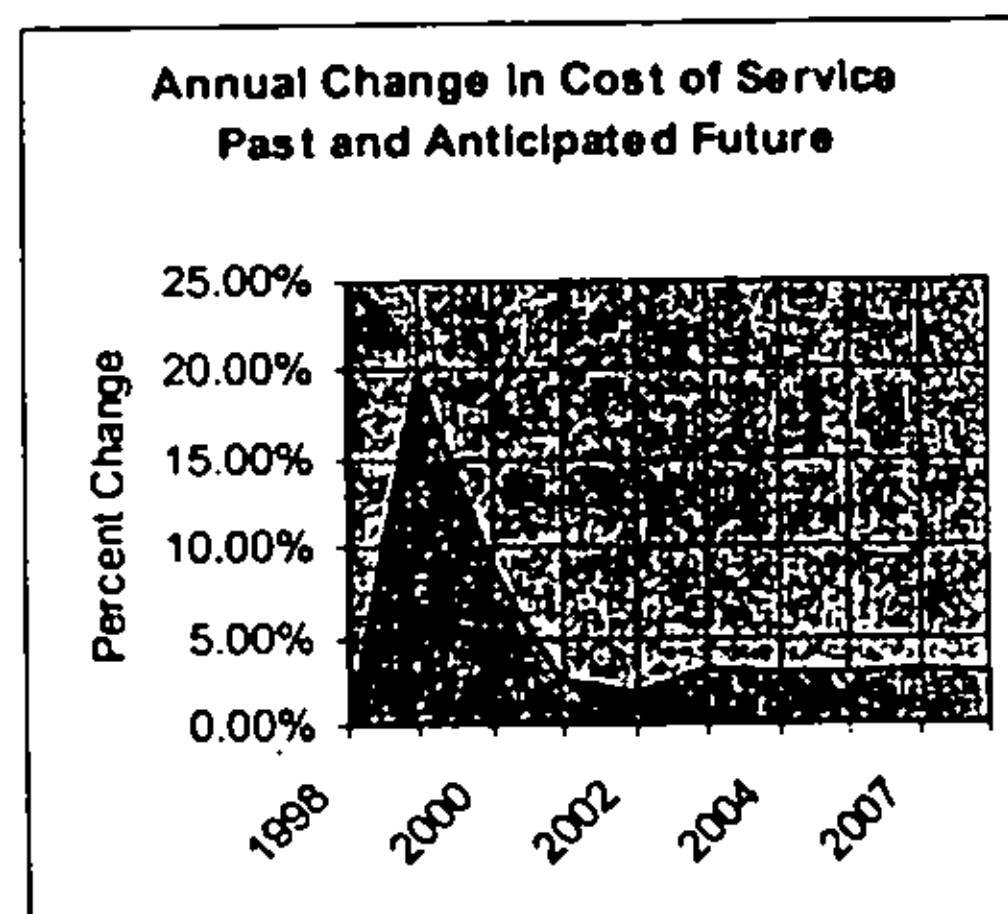
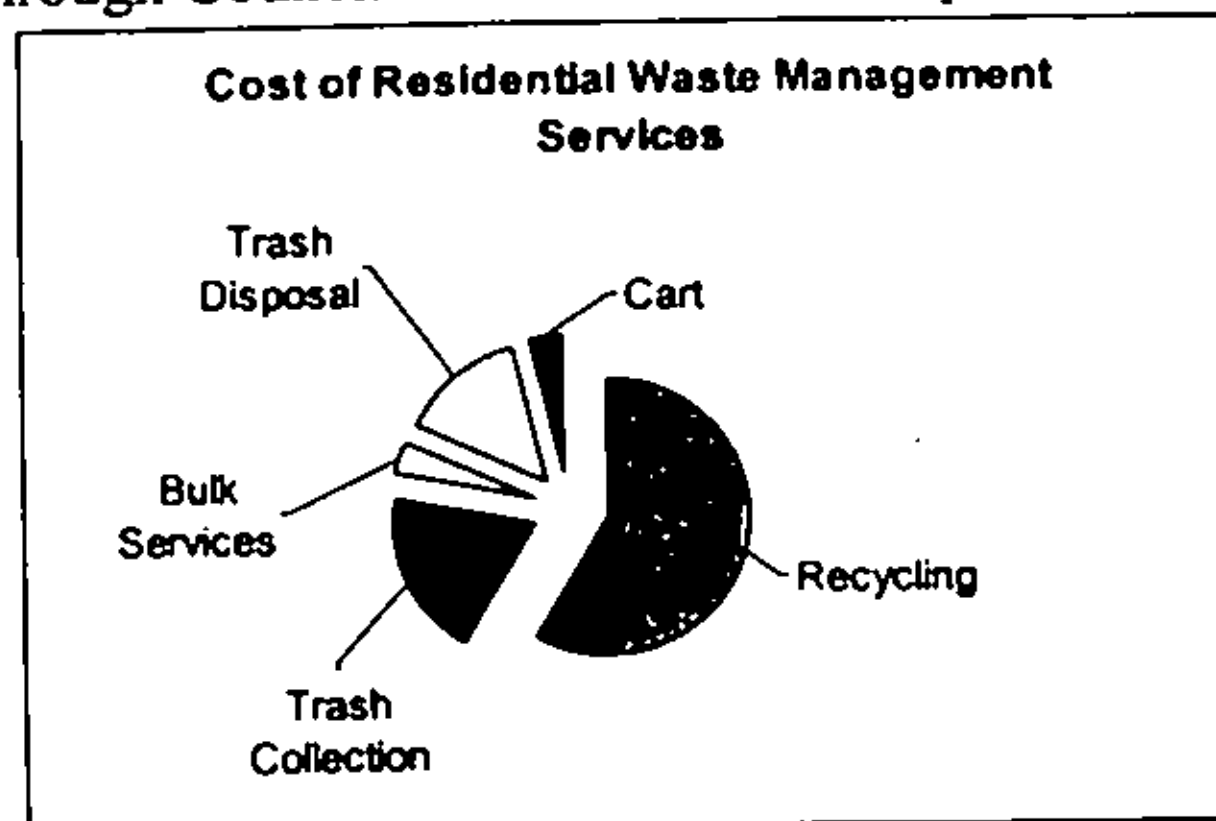
To: Mayor and City Council

From: Gary Dumas

Date: June 28, 2002

Subject: Residential Solid Waste Rate Structure Executive Summary

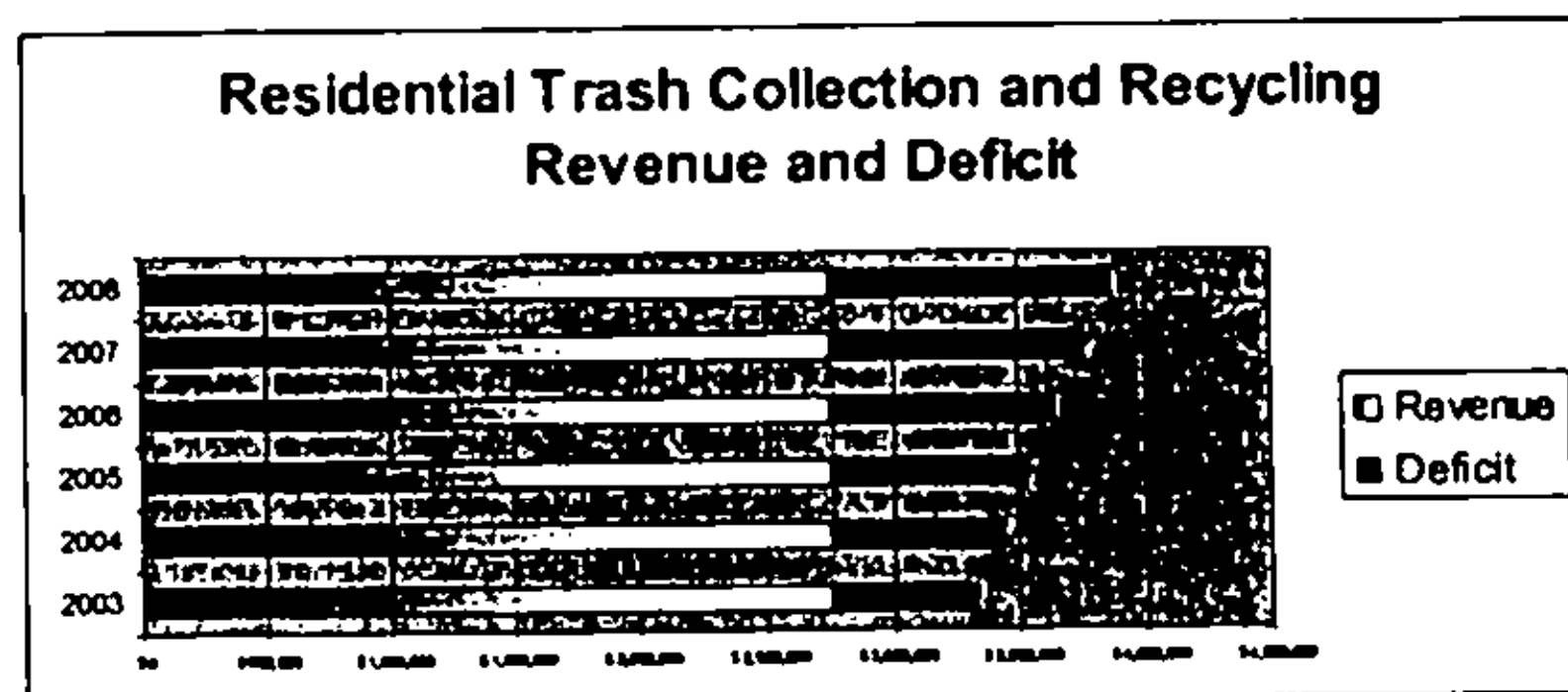
The Solid Waste and Recycling Division is an enterprise fund, meaning that its services are paid for through a fee structure designed to recover its cost. This enterprise fund has only been self-sufficient since 1999. Prior to that time a subsidy was necessary from the City's Sales Tax Capital Improvement 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.

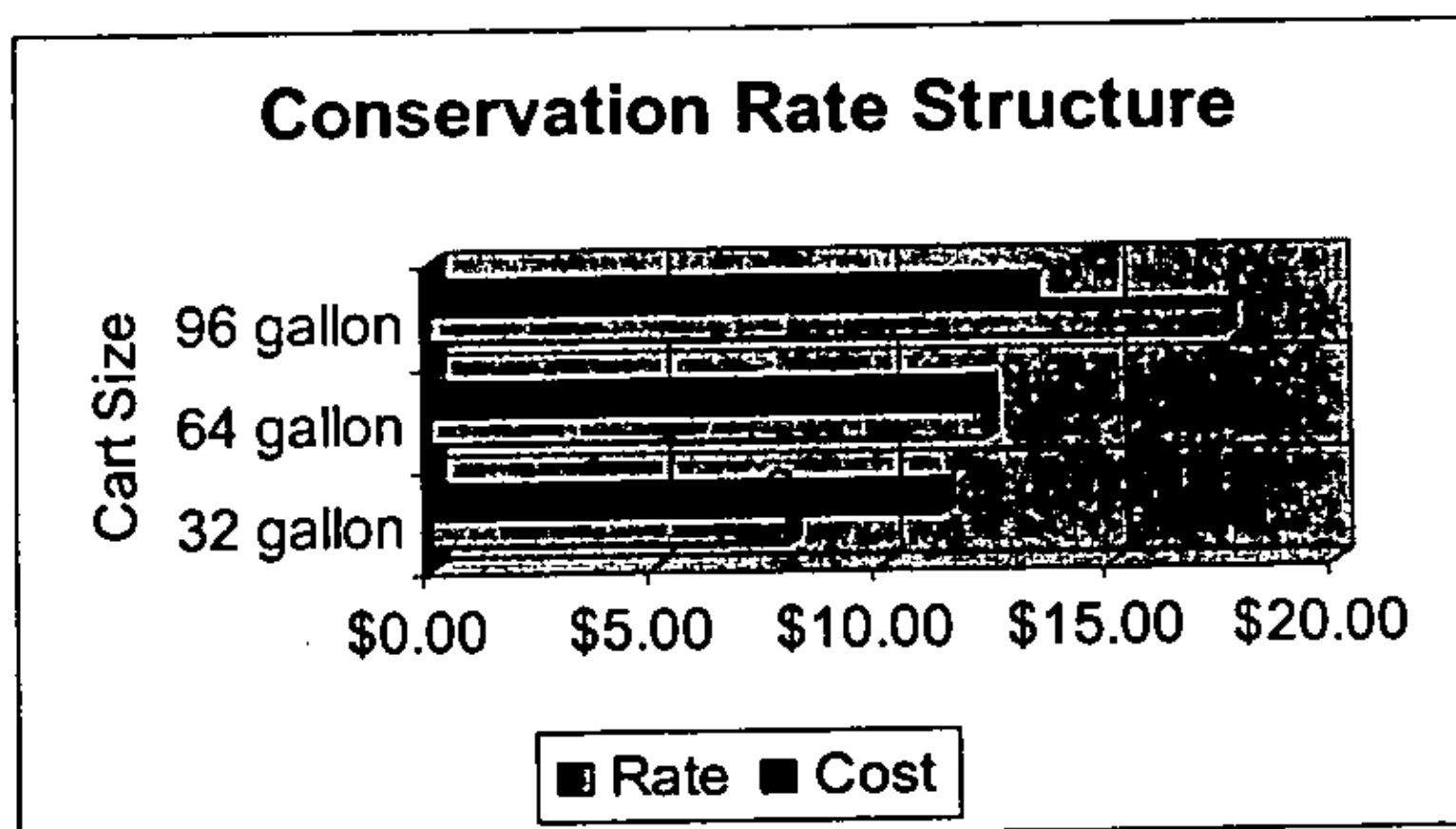
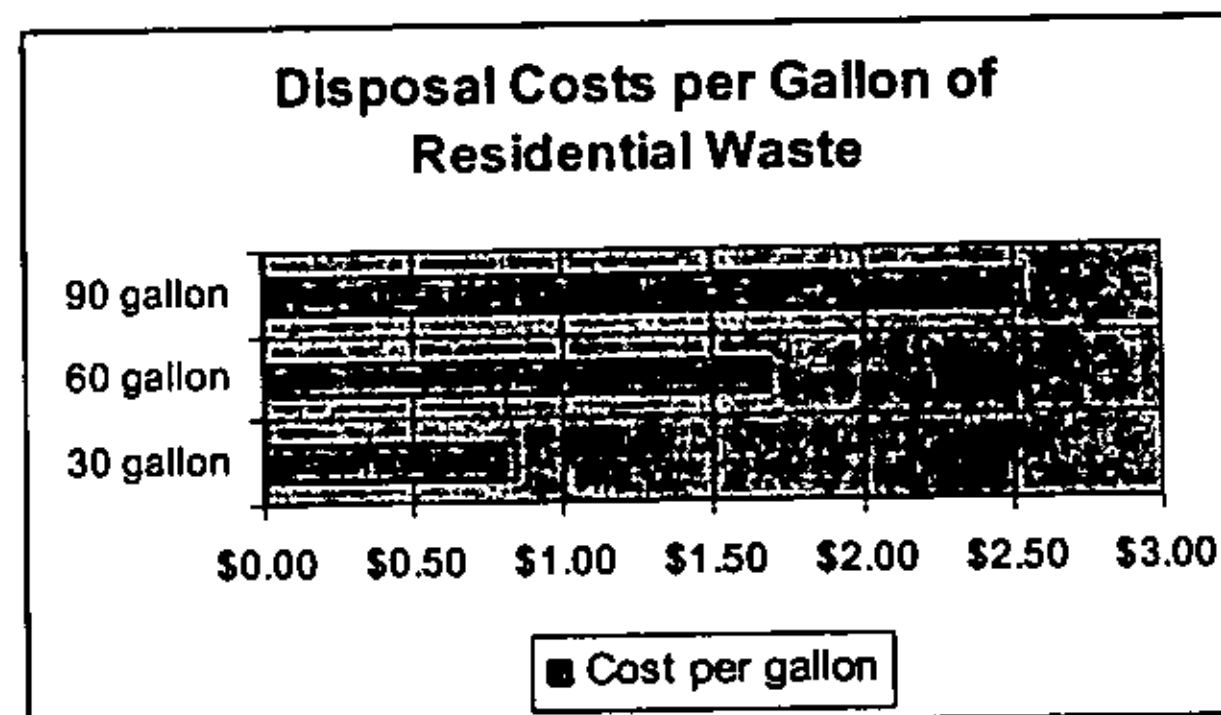
The City Council has been presented with data from a Rate Study undertaken by DMG-Maximus. This study found that most of the costs of the Solid Waste and Recycling program are fixed. These costs do not vary, from household to household or from month to month except for the actual disposal costs.

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

Solid Waste Rate
D. 1. Page 5

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

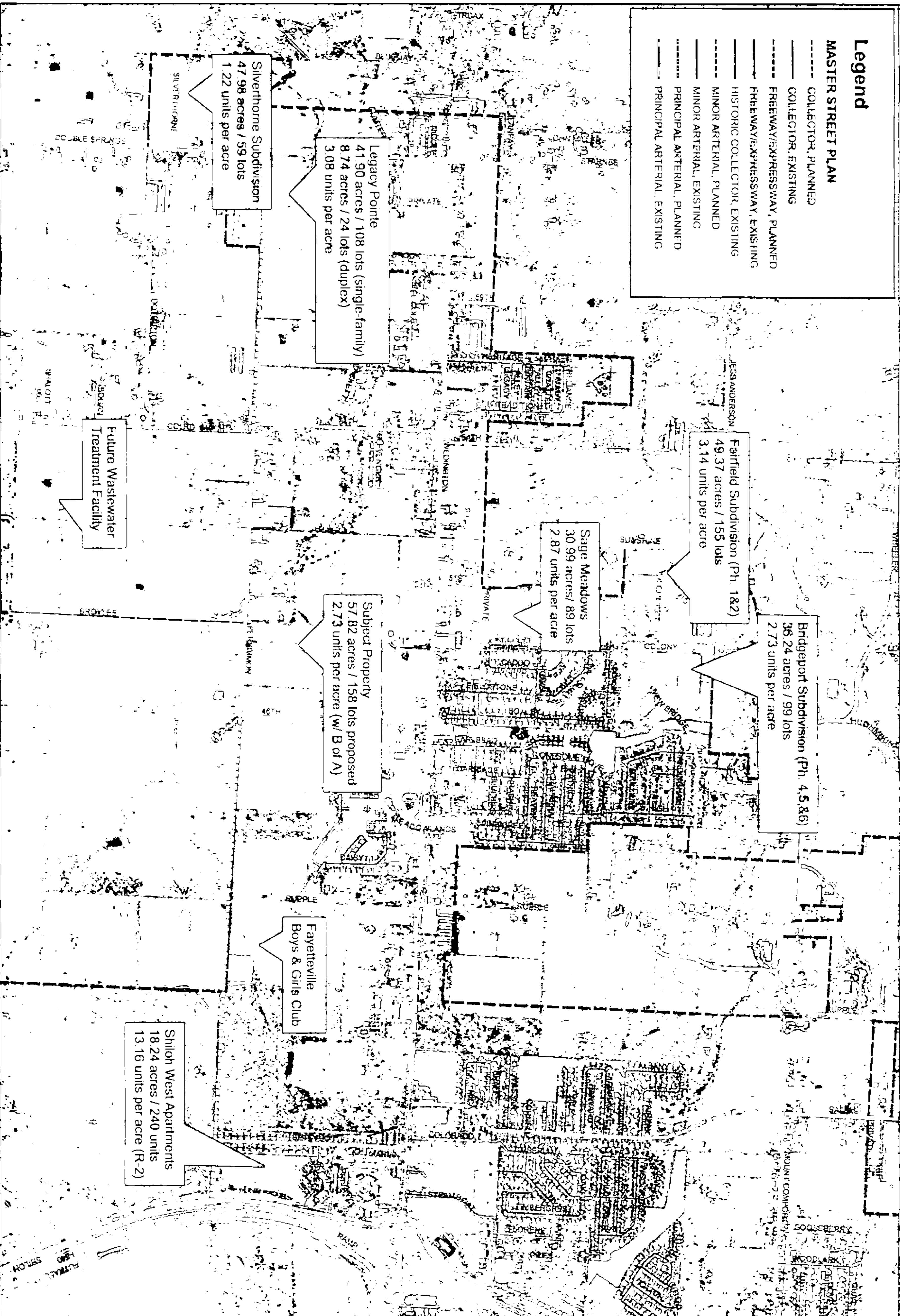
Approve Ordinance establishing a rate structure as follows:

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.

Development Activity along Wedington Drive, west of b540



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 Subdivison

- Rezoned in mid-1999 from A-1 to R-1
- 36.24 acres / 99 lots (2.73 units per acre)
- Each phase has been finaled 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)

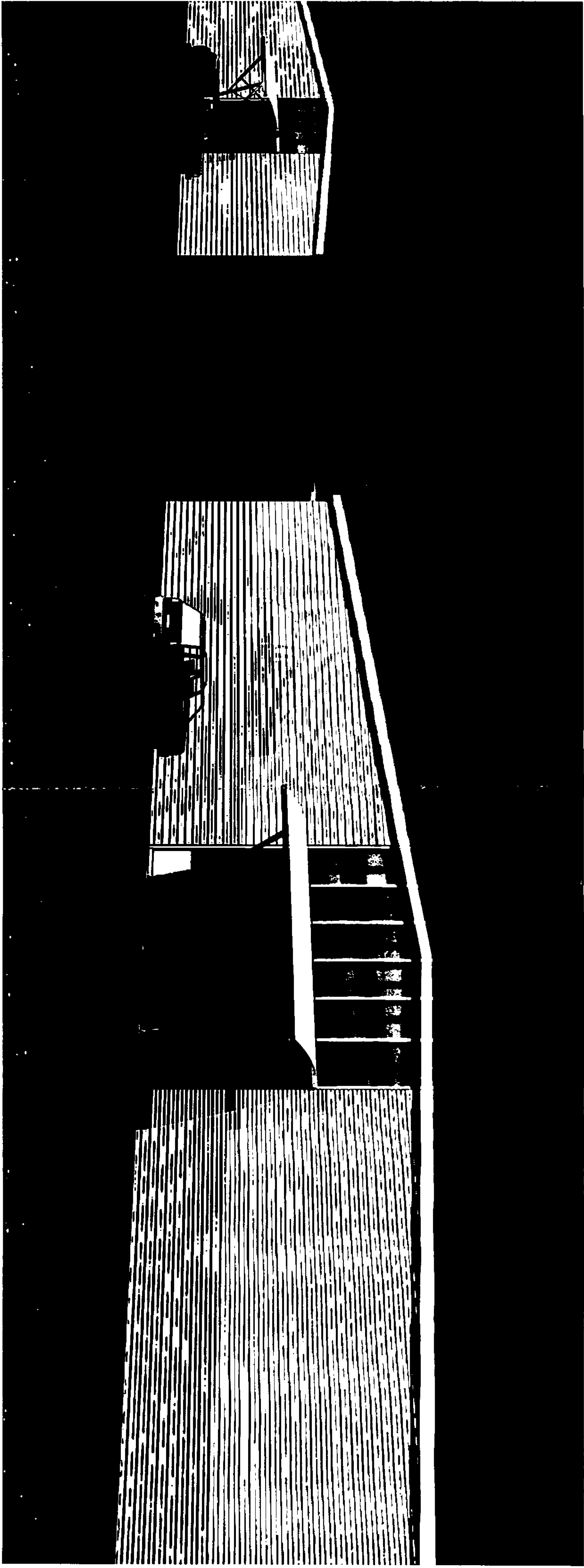
- Annexed in fall 2001
- Zoned R-1
- 30.99 acres / 89 lots (2.87 units per acre)
- Project in construction phase – will still need to process a final plat once infrastructure is complete

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



RESOLUTION NO. _____

A RESOLUTION APPROVING CONTRACT AMENDMENTS 11, 12, AND 13 TO THE CONTRACT WITH MEYER, SCHERER & ROCKCASTLE LTD. IN THE AMOUNT OF TWENTY-TWO THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$22,680.00) FOR ITEMS ASSOCIATED WITH OFF-SITE IMPROVEMENTS AT THE NEW CENTRAL LIBRARY; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF TWENTY-TWO THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$22,680.00).

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

Section 1. That the City Council of Fayetteville, Arkansas, hereby approves contract amendments 11, 12, and 13 to the contract with Meyer, Scherer & Rockcastle Ltd. in the amount of Twenty-Two Thousand Six Hundred Eighty Dollars (\$22,680.00) for items associated with off-site improvements at the New Central Library. A copy of which, marked Exhibit "A" is attached hereto and made a part hereof.

Section 2. That the City Council of Fayetteville, Arkansas, hereby approves a budget adjustment in the amount of Twenty-Two Thousand Six Hundred Eighty Dollars (\$22,680.00).

PASSED and APPROVED this 16th day of July, 2002.

APPROVED

By:

DAN GOODY, Mayor

ATTEST:

By:

HEATHER WOODRUFF, City Clerk

DRAFT

RESOLUTION NO. _____

A RESOLUTION APPROVING CHANGE ORDER #1 IN THE AMOUNT OF ONE HUNDRED THIRTEEN THOUSAND THIRTY DOLLARS (\$113,030.00) TO THE CONSTRUCTION CONTRACT WITH JERRY D. SWEETSER, INC. FOR WATER LINE REPLACEMENT IN CONJUNCTION WITH THE JOYCE STREET AND EAST MUD CREEK MULTI-USE TRAILS; AND APPROVING A 15% PROJECT CONTINGENCY IN THE AMOUNT OF SIXTEEN THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS (\$16,955.00).

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

Section 1. That the City Council of Fayetteville, Arkansas, hereby approves Change Order #1 in the amount of One Hundred Thirteen Thousand Thirty Dollars (\$113,030.00) to the construction contract with Jerry D. Sweetser, Inc. for water line replacement in conjunction with the Joyce Street and East Mud Creek Multi-Use Trails.

Section 2. That the City Council of Fayetteville, Arkansas, hereby approves a 15% project contingency in the amount of Sixteen Thousand Nine Hundred Fifty-Five Dollars (\$16,955.00).

PASSED and APPROVED this 16th day of July, 2002.

APPROVED

By:

DAN GOODY, Mayor

ATTEST:

By:

HEATHER WOODRUFF, City Clerk

DRAFT

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FAYETTEVILLE POLICE DEPARTMENT TO APPLY FOR A LOCAL LAW ENFORCEMENT BLOCK GRANT (LLEBG) FROM THE U.S. DEPARTMENT OF JUSTICE FOR THE PURCHASE AND INSTALLATION OF VIDEO EQUIPMENT IN PATROL CARS, AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF THIRTY-FIVE THOUSAND EIGHT HUNDRED NINETY-SEVEN DOLLARS (\$35,897.00) FOR SAME.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Fayetteville Police Department to apply for a Local Law Enforcement Block Grant (LLEBG) from the U.S. Department Of Justice for the purchase and installation of video equipment in patrol cars.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of Thirty-Five Thousand Eight Hundred Ninety-Seven Dollars (\$35,897.00) for same.

PASSED and APPROVED this 16th day of July, 2002.

APPROVED:

By: **DAN COODY, Mayor**

ATTEST:

By: **HEATHER WOODRUFF, City Clerk**

DRAFT

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #02-28 TO J. L. SHELTON AND ASSOCIATES IN THE AMOUNT OF SIXTY-THREE THOUSAND ONE HUNDRED FOUR DOLLARS (\$63,104.00) TO PROVIDE POWER-ASSIST, HIGH DENSITY, MOBILE SHELVING FOR THE FAYETTEVILLE POLICE DEPARTMENT EVIDENCE ROOM; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF NINE THOUSAND TWO HUNDRED DOLLARS (\$9,200.00) FOR SAME:

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

Section 1. That the City Council of Fayetteville, Arkansas, hereby awards Bid #02-28 to J. L. Shelton and Associates in the amount of Sixty-Three Thousand One Hundred Four Dollars (\$63,104.00) to provide power-assist, high density, mobile shelving for the Fayetteville Police Department Evidence Room.

Section 2. That the City Council hereby approves a Budget Adjustment in the amount of Nine Thousand Two Hundred Dollars (\$9,200.00) for same.

PASSED and APPROVED this 16th day of July 2002.

APPROVED:

By: _____

DAN GOODY, Mayor

ATTEST:

By: _____

HEATHER WOODRUFF, City Clerk

DRAFT

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #02-40 TO TEMPLE INC. OF DECATUR, ALABAMA IN THE AMOUNT OF ONE HUNDRED SEVENTY THOUSAND NINE HUNDRED NINETEEN DOLLARS (\$170,919.00) TO PROVIDE LED TRAFFIC SIGNAL LENSES TO REPLACE ALL 110 VOLT BULBS AND LENSES.

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

Section 1. That the City Council of Fayetteville, Arkansas, hereby awards Bid #02-40 to Temple Inc. of Decatur, Alabama in the amount of One Hundred Seventy Thousand Nine Hundred Nineteen Dollars (\$170,919.00) to provide LED traffic signal lenses to replace all 110 volt bulbs and lenses.

PASSED and APPROVED this 16th day of July 2002.

APPROVED

By:

DAN GOODY, Mayor

ATTEST:

By:

HEATHER WOODRUFF, City Clerk

DRAFT

RESOLUTION NO. _____

A RESOLUTION SUPPORTING LEGISLATION ALLOWING LOCAL GOVERNMENTS TO ENTER INTO A NON-DISCLOSURE AGREEMENT WITH THE ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION REGARDING LOCAL SALES TAX COLLECTION INFORMATION.

WHEREAS, local sales and use taxes provide important revenues to support basic services that communities provide to their citizenry; and

WHEREAS, local sales and use taxes are collected on behalf of local governments by the Arkansas Department of Finance and Administration (ADFA) and ADFA retains three percent (3%) of such local sales and use taxes as a cost of collection on behalf of local governments; and that

WHEREAS, ADFA currently does not provide adequate information regarding the collection and administration of local sales and use taxes to local jurisdictions; and that

WHEREAS, legislation should be enacted permitting the execution of a non-disclosure agreement between local governments and ADFA in order to provide additional information regarding local sales and use tax collections.

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

Section 1. That the City Council of Fayetteville, Arkansas, hereby supports legislation to revise the collection and administration of local sales and use taxes by authorizing a non-disclosure agreement between the Arkansas Department of Finance and Administration and local governments permitting the release of local sales and use tax collection information to the chief financial officer of the local government.

PASSED and APPROVED this 16th day of July 2002.

ATTEST:

By: _____

HEATHER WOODRUFF, City Clerk

APPROVED

By: _____

DAN COODY, Mayor

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #02-25 TO LEECO, INC. IN THE AMOUNT OF ONE HUNDRED SEVENTY-SIX THOUSAND TWO HUNDRED SIXTY-FOUR DOLLARS (\$176,264.00) TO PROVIDE NINETY (90) SETS OF PERSONAL PROTECTIVE EQUIPMENT TO THE FAYETTEVILLE FIRE DEPARTMENT; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) FOR SAME.

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

Section 1. That the City Council of Fayetteville, Arkansas, hereby awards Bid #02-25 to Leeco, Inc. in the amount of One Hundred Seventy-Six Thousand Two Hundred Sixty-Four Dollars (\$176,264.00) to provide ninety (90) sets of personal protective equipment to the Fayetteville Fire Department.

Section 2. That the City Council of Fayetteville, Arkansas, hereby approves a Budget Adjustment in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) for same.

PASSED and APPROVED this 16th day of July 2002.

APPROVED

DAN GOODY, Mayor

ATTEST

By:

HEATHER WOODRUFF, City Clerk

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT AN ECONOMIC INFRASTRUCTURE FUND GRANT (EIFG) IN THE AMOUNT OF ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) FROM THE ARKANSAS DEPARTMENT OF ECONOMIC DEVELOPMENT TO UNDERTAKE PUBLIC WORKS PROJECTS TO SUPPORT PRIVATE SECTOR JOB GROWTH AT SUPERIOR INDUSTRIES AND DANAHER TOOL GROUP; AUTHORIZING CITY STAFF TO PROVIDE SEVEN THOUSAND DOLLARS (\$7,000.00) WORTH OF IN-KIND ENGINEERING SERVICES; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) FOR SAME.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby accepts an Economic Infrastructure Fund Grant (EIFG) in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) from the Arkansas Department Of Economic Development to undertake public works projects to support private sector job growth at Superior Industries and Danaher Tool Group.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes City Staff to provide Seven Thousand Dollars (\$7,000.00) worth of in-kind engineering services.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a Budget Adjustment in the amount One Hundred Twenty Thousand Dollars (\$120,000.00) for same.

PASSED and APPROVED this 16th day of July 2002.

ATTEST:

By:

HEATHER WOODRUFF, City Clerk

By:

DAN COODY, Mayor

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO JOHN MARINONI CONSTRUCTION CO., INC. IN THE AMOUNT OF TWO HUNDRED FORTY ONE THOUSAND FOUR HUNDRED SIXTEEN DOLLARS (\$241,416.00) FOR HANGAR REHABILITATION AT THE FAYETTEVILLE MUNICIPAL AIRPORT; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF NINETY-TWO THOUSAND THREE HUNDRED SIXTY-SIX DOLLARS (\$92,366.00).

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby awards a contract to John Marinoni Construction Co., Inc. in the amount of Two Hundred Forty One Thousand Four Hundred Sixteen Dollars (\$241,416.00) for hangar rehabilitation at the Fayetteville Municipal Airport.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a Budget Adjustment in the amount of Ninety-Two Thousand Three Hundred Sixty-Six Dollars (\$92,366.00).

PASSED and APPROVED this 16th day of July, 2002.

APPROVED

By:

DAN GOODY, Mayor

ATTEST:

By:

HEATHER WOODRUFF, City Clerk

DRAFT

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of July 16, 2002

FROM:

Sid Norbash
 Name

Engineering
 Division

Public Works
 Department

ACTION REQUIRED: Approval of:

(1) The construction contract in the amount of \$716,995.00, with Basic Construction Company, for **Garland Ave. - Water & Sewer Relocations Project**.

(2) A 15.2% Project Contingency in the amount of \$108,952.00

(3) The related budget adjustment.

This project is necessitated due to the widening of Garland Ave. By the Arkansas Highway and Transportation Department.

COST TO CITY:

\$825,947.00 \$389,407
 of this Request Category/Project Budget

4470-9470-5808-00

5400-5600-5808-00

Account Number

\$18,374
 Funds Used To Date

00018-20
 Project Number

\$371,033
 Remaining Balance

Garland Ave. - Water & Sewer Relocations Cost
 Category/Project Name

Water / Sewer Improvements
 Program Name

Sales Tax
 Fund

BUDGET REVIEW:

[Signature] ☒ Budgeted Item ☒ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

[Signature]
 City Attorney

Date

7/16/02

ADA Coordinator

[Signature]
 Internal Auditor

Date

7/16/02

Date

[Signature]

Purchasing Officer

7/16/02

Date

STAFF RECOMMENDATION: Approval of the contract, contingency, and the related budget adjustment.

[Signature]
 Division Head

07-16-02

Date

Cross Reference

Department Director

Date

New Item: **Yes** ☒ **No** ☐

Administrative Services Director

Date

Prev Ord/Res #: _____

[Signature]

Mayor

7/16/02

Date

Orig Contract Date: _____

Orig Contract _____

Staff Review Form

Description/ Garland Ave. W&S Relocations
Project Name Construction Contract

Meeting Date 7-16-2001

Comments:

Reference Comments:

Budget Director

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Purchase Req. needs Division Head approval.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Dan Coody, Mayor
Greg Boettcher, PWD
Jim Beavers, City Engineer *JB*

From: Sid Norbash, Staff Engineer *SN*

Date: July 15, 2002

Re: **Garland Ave. Water & Sewer Relocations**
Contract with Basic Construction Company, Inc.

Background:

The above referenced project is a Capital Improvement Project in progress, which is scheduled for construction in 2002.

The purpose of this project is to relocate water and sewer mains in order to accommodate the widening and improvements, scheduled for Garland Ave. (Maple to North St.) by Arkansas State Highway and Transportation Department.

Scope:

Hawkins-Weir Engineers, Inc. Is the City's consulting engineer for this project, and has designed the adjustments to the water and sewer facilities affected by this Highway Project. Approximately 2880 feet of 12" water mains and appurtenances will be constructed along with some smaller water mains and certain sewer facilities. There will be a considerable improvement in fire protection for this area as a result of the new 12" water line and the addition of 13 fire hydrants included in this project.

Status:

The construction phase for this project was advertised and bids were received on June 25, 2002. The low bid exceeded the certified amount of funds for this project by more than 25%, and the state law requires that the project be re-bid.

Since the funds for this project are limited, and even the low bid was considerably higher than our budgeted amount, per Mr. Greg Boettcher's directive the Staff and the consultant reviewed the plans to implement certain cost saving measures. The Staff requested and obtained approval from the Highway Department to open cut Garland Ave. For the proposed water and sewer line crossings. This item alone will provide cost savings of approximately \$130,000.

The Highway Department has awarded the street improvements contract to Mobley Contractors, Inc., and the pre construction meeting has already been conducted.

After re-advertising this job again, bids for this project were received on July 15, 2002, and the results are as follows:

Mobley Contractors	\$835,835.74
Fayette Tree & Trench	\$782,345.00
Kraus Construction Co.	\$756,330.00
Basic Construction Co.	\$716,995.00

Recommendations:

Staff recommends the award of the contract to the low bidder, Basic Construction co. In the amount of \$716,995.00

Also approval of a 15.2% project contingency in the amount of \$108,952.00 and the related budget adjustment.

Funding:

The CIP funding for this project uses Sales Tax fund and the Water and Sewer funds. The project has had an overall funding of \$540,000, and to date land acquisitions and Engineering and other expenses have been charged to this project, resulting a balance of \$371,033.

SN/sn

attachments: Vicinity Map
Contract
Budget Adjustment

CONTRACT

THIS AGREEMENT, made and entered into the 16th day of July, 2002, by and between the City of Fayetteville, County of Washington, State of Arkansas, Party of the First Part, hereinafter called the Owner, and Basic Construction Company, of the City of Springdale, AR, Party of the Second Part, hereinafter called the Contractor.

WITNESSETH THAT:

WHEREAS, the Owner has called for bids for Garland Avenue Water and Sanitary Sewer Improvements as set out in the Plans and Specifications and approved by the City of Fayetteville, Arkansas; and

WHEREAS, pursuant to the published calls for bids under said Plans and Specifications, the Contractor is the lowest and best qualified bidder for the construction of said Improvements;

NOW THEREFORE, the Contractor agrees with the Owner to commence and complete the construction of: Water and Sanitary Sewer Improvements on Garland Avenue

Bid No. 02-45 which shall be the adjustments and replacements of Water and Sewer facilities on Garland Avenue, Fayetteville, Arkansas; including all Work required for a complete and acceptable installation, for the unit and lump sum prices bid in the Bid Proposal, all of which become and are a part of this Contract, the total sum thus being Seven Hundred Sixteen Thousand, Nine Hundred Ninety-Five and no/100 Dollars --

dollars (\$ 716,995.00), such sum being the agreed amount upon which bonds and liabilities are based, and at his own cost and expense furnish all materials, supplies, labor, machinery, equipment, tools, supervision, bonds, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Bid attached hereto and made a part hereof, and in accordance with the Technical Specifications, the General Conditions, the Supplementary Conditions, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings, and written or printed explanatory matter thereof.

The Contractor agrees to commence work under this contract within ten days of the issuance of the Notice to Proceed and totally complete all work within One Hundred Twenty (120) calendar days.

changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Engineer pending arbitration, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide.

No such extension shall be made for delay occurring more than seven days before claim therefor is made in writing to the Engineer. In the case of a continuing cause for delay, only one claim is necessary.

In the event the Contractor abandons the work hereunder or fails, neglects or refuses to continue the work after ten (10) days written notice, given Contractor by the Owner or by the Engineer, then the Owner shall have the option of 1) declaring this contract at an end, in which event the Owner shall not be liable to the Contractor for any work theretofore performed, or 2) requiring the surety hereto, upon ten (10) days notice, to complete and carry out the contract of Contractor; and in that event, should the surety fail, neglect or refuse to carry out said contract, 3) said Owner may complete the contract as its own expense and maintain an action against the Contractor and the surety hereto for the actual cost of same, together with any damages or other expense sustained or incurred by Owner in completing this contract, less the total amount provided for hereunder to be paid Contractor upon the completion of this contract.

This contract shall be binding upon the heirs, representatives, successors or assigns of the parties hereto, including the surety.

The Owner agrees to pay the Contractor in current funds for the performance of the contract in accordance with the accepted Bid therefor, subject to additions and deductions, as provided in the Specifications, and to make payment on account thereof as provided below.

As soon as is practicable after the first of each calendar month, and in accordance with the Contract Specifications, the Owner will make partial payments to the Contractor for work performed during the preceding calendar month, based upon the Engineer's estimate of work completed, said estimate being certified by the Contractor and accepted by the Owner. Retainage shall be withheld from the partial payments as provided by Arkansas state laws by the Owner until final completion and acceptance by the Owner and Engineer. The Engineer shall then issue a Final Estimate of work done based upon the original contract and subsequent changes made and agreed upon, if any.

Time is hereby expressly declared to be of the essence of this contract, and the time of beginning, manner of progress and time of completion of the work hereunder shall be and are essential conditions hereof.

The Contractor agrees to commence work within ten (10) calendar days from the date of the Notice to Proceed and to proceed with the construction of the work and to prosecute the work with an adequate force and in a manner so as to complete the work within the time stipulated herein. If the Contractor fails in completing the contract within the time stipulated herein, the Contractor agrees to pay the Owner, as liquidated damages the sum of Five Hundred dollars (\$500 .00) per day for each calendar day of delay in completion, said amounts being fixed and agreed upon by and between the parties hereto. Because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages Owner would in such event sustain, said amounts are to be presumed by the parties to this contract to be the amounts of damage Owner would sustain. Said amounts of liquidated damages shall be deductible from any amount due Contractor under the Final Estimate of said work, after the completion thereof, and Contractor shall be entitled any to the Final Estimate less such amounts of liquidated damages.

If the Contractor be delayed at any time in the progress of the work by any act or neglect of the Owner or of the Owner's employees, or by any other Contractor employed by the Owner, or by

IN WITNESS WHEREOF, the Owner and Contractor have hereto set their hands and seals, respectively.

BASIC CONSTRUCTION
Firm Name
BY [Signature]

[Signature]

Witnesses*

*If corporation, secretary should attest.

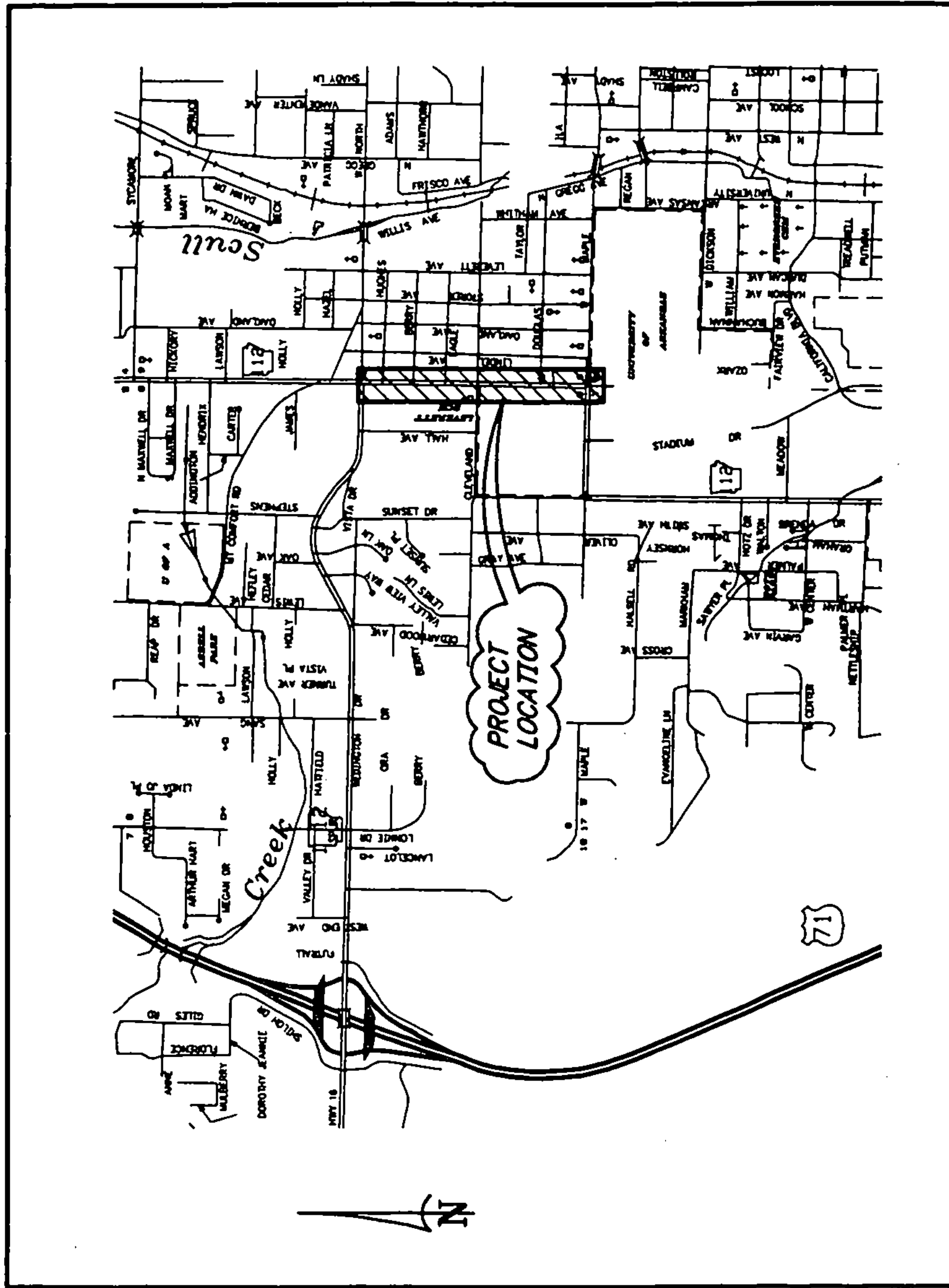
Attest:

CITY OF FAYETTEVILLE, ARKANSAS

[Signature]
Dan Coody, Mayor

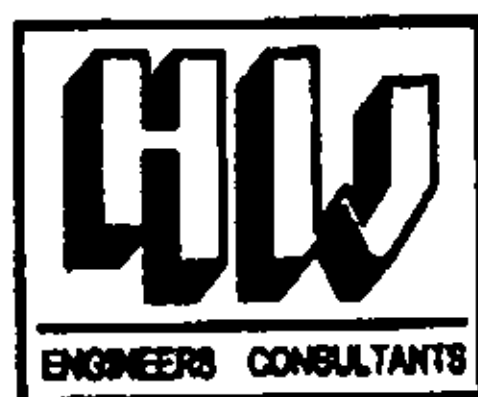
[Signature]
Heather Woodruff, City Clerk

End of Contract

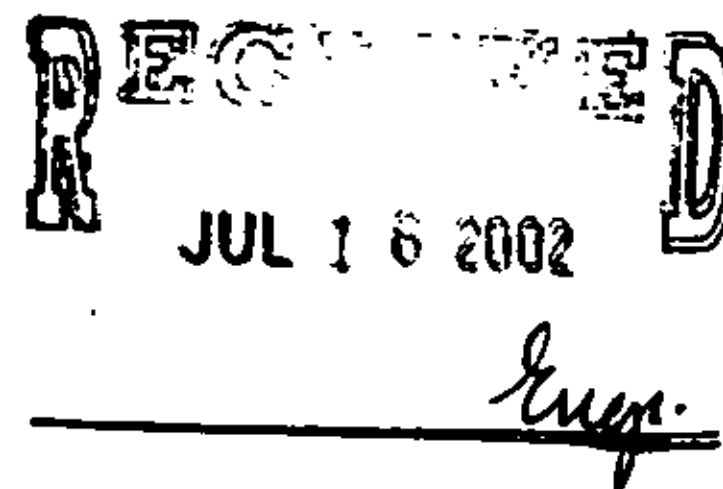


PROJECT VICINITY MAP, GARLAND AVE.

N.T.S.



HAWKINS-WEIR ENGINEERS, INC.



July 16, 2002

Mr. Sid Norbash
City of Fayetteville
Engineering Department
113 West Mountain
Fayetteville, Arkansas 72701

Re: Garland Avenue
Water and Sanitary Sewer Improvements
HWEI Job No. 00078A

Dear Mr. Norbash:

Attached herewith is a copy of the certified bid tabulation from the bids received yesterday on the referenced project. Basic Construction Company, Inc. is the low bidder with a bid of \$716,995.00. The bid they turned in showed an erroneous total of \$718,215.00.

I recommend the City award the contract to Basic Construction Company, Inc. in the amount of \$716,995.00.

If you have any questions or comments please advise.

Very truly yours,

HAWKINS-WEIR ENGINEERS, INC.

Ronald R. Hawkins, P.E., R.L.S.

RRH/krg

Attachments:

1. Certified Bid Tabulation

00078a\SN071602RH.doc

July 16, 2002 2:00 P.M.

BIDDER		ENGINEER'S ESTIMATE		Basic Construction Company, Inc.		Mogley Contractors, Inc.		Fayetteville Trench & Trench		Krus Construction Company	
NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT	BID	AMOUNT	BID	AMOUNT	BID	AMOUNT	BID
SCHEDULE 1 SECTION 1											
1	Traffic Control	1	LS	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$42,402.75	\$42,402.75	\$26,000.00	\$24,000.00
2	Excavation and Trench Safety System	1	LS	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$17,303.00	\$17,303.00	\$15,000.00	\$1,000.00
3	Clearing & Grubbing	1	LS	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$6,242.00	\$6,242.00	\$18,000.00	\$18,000.00
4	Soil Preparation	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$29,625.36	\$29,625.36	\$10,000.00	\$15,000.00
5	Soil Restoration	1	LS	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$19,641.36	\$19,641.36	\$14,000.00	\$5,000.00
6	Gravel Drive Repair (6" Compacted Thickness)	50	SY	\$25.00	\$1,250.00	\$4.00	\$300.00	\$17.65	\$882.50	\$4.00	\$200.00
7	RAID of Concrete Pavement (New Item 6")	200	SY	\$6.00	\$1,200.00	\$5.00	\$1,000.00	\$15.15	\$3,030.00	\$12.00	\$2,400.00
8	RAID of Concrete Pavement (New Item 6")	50	SY	\$9.00	\$450.00	\$8.00	\$400.00	\$12.56	\$627.50	\$20.00	\$4,000.00
9	RAID of Asphalt Pavement	1200	SY	\$3.00	\$3,600.00	\$4.00	\$4,800.00	\$4.71	\$5,652.00	\$3.00	\$3,600.00
10	RAID of Curb & Gutter	60	LF	\$5.00	\$300.00	\$5.00	\$300.00	\$4.88	\$292.80	\$12.00	\$1,200.00
11	RAID of the Top 4" of Exst. San. Sewer Manhole	1	EA	\$600.00	\$600.00	\$750.00	\$750.00	\$404.10	\$404.10	\$850.00	\$850.00
12	RAID of the Top 4" of Exst. San. Sewer Manhole	2	EA	\$200.00	\$400.00	\$200.00	\$400.00	\$172.25	\$344.50	\$650.00	\$1,300.00
Section of Existing Fire Hydrant											
13	RAID of the Top Half of Valve Box	7	EA	\$100.00	\$700.00	\$100.00	\$700.00	\$105.38	\$737.52	\$100.00	\$60.00
14	RAID of Existing 2" Water Meter & Appurtenances	1	EA	\$80.00	\$80.00	\$50.00	\$50.00	\$65.00	\$65.00	\$550.00	\$550.00
15	RAID of Existing 1" Water Meter & Appurtenances	1	EA	\$80.00	\$80.00	\$50.00	\$50.00	\$65.00	\$65.00	\$225.00	\$225.00
16	RAID 24" Steel Encasement Pipe by Dry Box Method	111	LF	\$350.00	\$38,850.00	\$350.00	\$38,850.00	\$412.96	\$45,837.45	\$370.00	\$41,070.00
17	RAID 24" Steel Encasement Pipe by Open Cut Method	200	LF	\$60.00	\$12,000.00	\$100.00	\$20,000.00	\$105.22	\$21,044.00	\$165.00	\$33,000.00
18	RAID 16" Steel Encasement Pipe by Open Cut Method	400	LF	\$60.00	\$24,000.00	\$80.00	\$32,000.00	\$95.71	\$38,284.00	\$162.00	\$64,800.00
19	RAID 16" Steel Encasement Pipe by Directional Method	400	LF	\$60.00	\$24,000.00	\$80.00	\$32,000.00	\$95.71	\$38,284.00	\$80.00	\$32,000.00
20	RAID Concrete Encasement	4	CY	\$100.00	\$400.00	\$120.00	\$480.00	\$146.56	\$586.24	\$100.00	\$400.00
21	RAID 12" PVC, AWWA C900, Class 200 Pipe	2800	LF	\$45.00	\$126,000.00	\$50.00	\$140,000.00	\$46.17	\$129,276.00	\$44.00	\$123,200.00
22	RAID 10" PVC, AWWA C900, Class 200 Pipe	8	LF	\$100.00	\$800.00	\$100.00	\$800.00	\$238.09	\$1,904.72	\$100.00	\$800.00
23	RAID 8" PVC, AWWA C900, Class 200 Pipe	833	LF	\$28.00	\$23,324.00	\$45.00	\$37,485.00	\$32.94	\$27,439.02	\$28.00	\$23,324.00
24	RAID 6" PVC, AWWA C900, Class 200 Pipe	65	LF	\$30.00	\$1,950.00	\$40.00	\$2,600.00	\$30.10	\$1,956.50	\$24.00	\$1,560.00
25	RAID 2" PE, ASTM D2737, SDR 9 Water Serv. Ln.	987	LF	\$13.00	\$12,831.00	\$20.00	\$19,740.00	\$11.57	\$11,386.18	\$18.00	\$17,424.00
26	RAID 1" PE, ASTM D2737, SDR 9 Water Serv. Ln.	65	LF	\$13.00	\$845.00	\$18.00	\$1,170.00	\$16.26	\$1,058.20	\$22.00	\$1,430.00
27	RAID 12" MU Tapping Sleeve & Valve	1	EA	\$3,400.00	\$3,400.00	\$3,000.00	\$9,000.00	\$3,784.14	\$3,784.14	\$3,250.00	\$3,250.00
28	RAID 6" MU Tapping Sleeve & Valve	1	EA	\$1,500.00	\$1,500.00	\$1,700.00	\$1,700.00	\$1,733.02	\$1,733.02	\$1,290.00	\$1,290.00
29	RAID 12" MU Bubbly Valve	9	EA	\$2,800.00	\$25,200.00	\$2,800.00	\$25,200.00	\$3,322.15	\$29,898.35	\$2,800.00	\$25,200.00
30	RAID 10" MU Gate Valve	2	EA	\$1,280.00	\$2,560.00	\$1,200.00	\$2,400.00	\$1,596.35	\$3,192.70	\$1,150.00	\$2,300.00
31	RAID 8" MU Gate Valve	7	EA	\$1,000.00	\$7,000.00	\$800.00	\$5,600.00	\$1,316.36	\$9,214.56	\$850.00	\$6,850.00
32	RAID 6" MU Gate Valve	1	EA	\$600.00	\$600.00	\$675.00	\$675.00	\$1,187.20	\$1,187.20	\$600.00	\$600.00
33	RAID 2" MU Gate Valve	9	EA	\$400.00	\$3,600.00	\$350.00	\$3,150.00	\$375.74	\$3,381.66	\$450.00	\$4,050.00
34	RAID 2" Water Meter w/ Box	1	EA	\$1,600.00	\$1,600.00	\$1,800.00	\$1,800.00	\$1,584.96	\$1,584.96	\$1,550.00	\$1,550.00
35	RAID 1" Water Meter w/ Box	1	EA	\$600.00	\$600.00	\$600.00	\$600.00	\$562.09	\$562.09	\$550.00	\$550.00
36	Connect to Existing 12" Water Line	1	EA	\$600.00	\$600.00	\$2,000.00	\$2,000.00	\$1,481.02	\$1,481.02	\$500.00	\$500.00
37	Connect to Existing 10" Water Line	1	EA	\$600.00	\$600.00	\$1,800.00	\$1,800.00	\$1,438.28	\$1,438.28	\$500.00	\$500.00
38	Connect to Existing 8" Water Line	1	EA	\$350.00	\$350.00	\$1,600.00	\$1,600.00	\$1,306.79	\$1,306.79	\$325.00	\$325.00
39	Connect to Existing 6" Water Line	2	EA	\$300.00	\$600.00	\$1,500.00	\$3,000.00	\$620.46	\$1,240.96	\$300.00	\$600.00
40	CAIP 4" Water Line	1	EA	\$300.00	\$300.00	\$1,000.00	\$1,000.00	\$688.94	\$688.94	\$225.00	\$225.00
41	Connect to Existing 2 1/2" Water Line	1	EA	\$400.00	\$400.00	\$700.00	\$700.00	\$1,022.64	\$1,022.64	\$299.00	\$299.00
42	Connect to Existing 2" Water Line	7	EA	\$400.00	\$2,800.00	\$600.00	\$4,200.00	\$1,155.57	\$1,298.98	\$190.00	\$1,300.00
43	Connect to Existing 1 1/2" Water Line	2	EA	\$300.00	\$600.00	\$500.00	\$1,000.00	\$538.77	\$1,117.54	\$200.00	\$400.00
44	Connect to Existing 1" Water Line	2	EA	\$300.00	\$600.00	\$400.00	\$800.00	\$286.40	\$562.80	\$225.00	\$450.00
45	Connect to Existing 3/4" Water Line	18	EA	\$200.00	\$3,600.00	\$375.00	\$6,750.00	\$287.44	\$5,173.92	\$4,050.00	\$16,200.00
46	RAID New Complete Fire Hydrant Assembly	13	EA	\$2,000.00	\$26,000.00	\$2,500.00	\$32,500.00	\$2,389.17	\$31,059.21	\$1,900.00	\$24,600.00
47	RAID Recessed Joint, Ductile Iron Flange	18000	LBS	\$4.00	\$72,000.00	\$4.00	\$72,000.00	\$2.80	\$50,400.00	\$4.00	\$72,000.00
48	RAID Concrete Blocking	25	CY	\$100.00	\$2,500.00	\$120.00	\$3,000.00	\$133.20	\$3,330.00	\$95.00	\$2,375.00
49	RAID 6" Standard Sanitary Sewer Manhole	6	EA	\$1,000.00	\$6,000.00	\$1,500.00	\$9,000.00	\$1,207.86	\$7,247.16	\$1,450.00	\$8,700.00
50	RAID Additional Sanitary Sewer Manhole Depth	11	VF	\$200.00	\$2,200.00	\$200.00	\$2,200.00	\$106.07	\$1,166.77	\$150.00	\$1,650.00
51	RAID 8" PVC, SDR 26 Sanitary Sewer Pipe	604	LF	\$30.00	\$18,120.00	\$30.00	\$18,120.00	\$20.88	\$12,422.72	\$24.50	\$14,898.00
52	RAID 8" PVC, SDR 26 Sanitary Sewer Pipe	3	EA	\$100.00	\$300.00	\$100.00	\$300.00	\$662.86	\$1,988.58	\$225.00	\$506.25
53	RAID 4" PVC, SDR 40, Sanitary Sewer Service	30	LF	\$20.00	\$600.00	\$20.00	\$600.00	\$35.34	\$1,060.20	\$16.50	\$495.00
54	RAID Sanitary Sewer Trench, 6-8' Deep	150	LF	\$20.00	\$3,000.00	\$10.00	\$1,500.00	\$44.19	\$6,628.50	\$24.00	\$3,600.00
55	RAID Sanitary Sewer Trench, 8-8' Deep	72	LF	\$24.00	\$1,728.00	\$15.00	\$1,080.00	\$45.56	\$3,280.32	\$24.00	\$1,728.00
56	RAID Sanitary Sewer Trench, 8' + Deep	170	LF	\$28.00	\$4,760.00	\$30.00	\$5,100.00	\$47.20	\$8,024.00	\$36.00	\$6,120.00
57	Construct 4" Thick Concrete Subbase	200	SY	\$32.00	\$6,400.00	\$40.00	\$8,000.00	\$37.19	\$7,438.00	\$34.00	\$6,800.00
58	Construct 6" Thick Concrete Subbase	35	SY	\$50.00	\$1,750.00	\$60.00	\$2,100.00	\$60.63	\$2,122.05	\$60.00	\$2,100.00
59	Construct 8" Thick Concrete Subbase	1500	CY	\$30.00	\$45,000.00	\$1.00	\$1,500.00	\$41.33	\$61,995.00	\$10.00	\$15,000.00

TABULATION OF BIDS RECEIVED July 15, 2002 2:00 P.M.
 HAWKINS-WEIR ENGINEERS, INC. JOB NO. 00070A
 GARLAND AVENUE - WATER AND SANITARY SEWER IMPROVEMENTS
 CITY OF FAYETTEVILLE, ARKANSAS

BIDDERS			ENGINEER'S ESTIMATE			Basic Construction Company, Inc.			Mackley Contractors, Inc.			Fayetteville Tree & Trench			Kraus Construction Company		
NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT	BID	AMOUNT	BID	Error	AMOUNT	BID	AMOUNT	AMOUNT	BID	AMOUNT	AMOUNT	BID	
60.	Construct Concrete Curb & Gutter	60	LF	\$20.00	\$1,200.00	\$15.00	\$900.00		\$18.49	\$989.40	\$23.00	\$1,380.00	\$60.00	\$3,600.00			
61.	Construct 3' Thick Type III, ACPM Patch	630	SY	\$35.00	\$22,750.00	\$14.00	\$9,100.00		\$9.50	\$4,225.00	\$18.00	\$12,360.00	\$20.00	\$13,000.00			
62.	Concrete Slurry Backfill	1000	CY	\$60.00	\$60,000.00	\$39.00	\$39,000.00		\$84.14	\$84,140.00	\$50.75	\$50,750.00	\$60.00	\$60,000.00			
63.	Class 7 Aggregate Base Backfill	1200	CY	\$16.00	\$21,600.00	\$16.00	\$19,200.00		\$23.19	\$27,828.00	\$18.50	\$22,200.00	\$33.00	\$39,600.00			
64.	FBI Solid Sod	200	SY	\$4.00	\$800.00	\$3.00	\$600.00		\$5.11	\$1,022.00	\$6.25	\$1,250.00	\$8.00	\$1,600.00			
65.	Fencing for Tree Preservation & Protection	100	LF	\$5.00	\$500.00	\$3.00	\$300.00		\$5.11	\$511.00	\$6.00	\$600.00	\$10.00	\$1,000.00			
TOTAL - SCHEDULE I, SECTION I				\$732,198.00		\$718,985.00	\$718,215.00	\$1,220.00	\$635,636.74		\$782,345.00		\$756,330.00				

I hereby certify that this tabulation is a true and accurate representation of all bids received.

Ronald R. Hawkins

Ronald R. Hawkins, P. E., Arkansas Registration No. 4017
 Hawkins-Weir Engineers, Inc., 130 South 7th Street, P.O. Box 646, Van Buren, AR 72957-0646

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

Budget Year 2002	Department: Public Works Division: Engineering Program: Water/Sewer Improvements	Date Requested 07/16/2002	Adjustment #
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Project or Item Requested: \$474,752 in the Garland Avenue - Water/Sewer Relocations capital project.	Project or Item Deleted: \$474,752 from the Mount Sequoyah W&S System Upgrade capital project.
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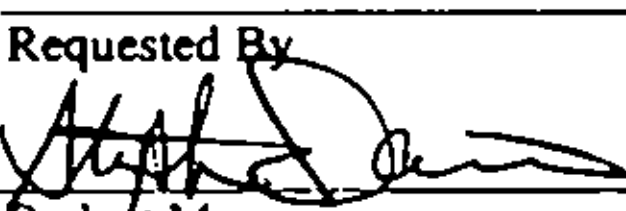
Justification of this Increase: The funding is needed for a contract with Basic Construction to provide relocations for Garland Avenue. This project is necessitated due to the widening of Garland Avenue by the Arkansas Highway and Transportation Department.	Justification of this Decrease: Currently, the Garland Avenue project is a higher priority than Mount Sequoyah.
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Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Waterline Improvements	474,752	4470	9470	5808	00	00018	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Waterline Improvements	474,752	4470	9470	5808	00	01023	1

Approval Signatures		Budget Office Use Only	
Requested By 	Date 7-16-02	Type: A B C <u>D</u> E	
Budget Manager	Date	Date of Approval	
Department Director	Date	Posted to General Ledger	
Admin. Services Director	Date	Posted to Project Accounting	
Mayor	Date	Entered in Category Log	

Project Accounting Summary

5/31/2002

Account Number	Project #	Project Description	2002 Budget	2002 Expenses	2002 Encumbrances	Remaining
4470-9470-5301-00	00018	Garland Avenue - Water/Sewer Relocations	0	277.50	280.00	(557.50)
4470-9470-5808-00	00018	Garland Avenue - Water/Sewer Relocations	0	19,737.64	13,641.65	(33,379.29)
4470-9470-5809-00	00018	Garland Avenue - Water/Sewer Relocations	0	1,575.00	0.00	(1,575.00)
5400-5600-5808-00	00018	Garland Avenue - Water/Sewer Relocations	389,407	0.00	0.00	389,407.00
00018 Total			389,407	21,590.14	13,921.65	353,895.21
4470-9470-5808-00	01023	Mount Sequoyah W&S System Upgrade	1,995,000	0.00	0.00	1,995,000.00
5400-5600-5808-00	01023	Mount Sequoyah W&S System Upgrade	405,000	0.00	0.00	405,000.00
01023 Total			2,400,000	0.00	0.00	2,400,000.00

Contract Price	716,995.00
Project Contingency	108,952.00
Easements	2,700.00
Remaining Budget	(353,895.21)
Budget Adjustment Needed	474,751.79

Purchase Requisition - Breakdown

5400-5600-5808-00	00018	Garland Avenue - Water/Sewer Relocations	389,407.00
4470-9470-5808-00	00018	Garland Avenue - Water/Sewer Relocations	327,588.00
			716,995.00

CITY OF FAYETTEVILLE

Purchase Requisition
(not a purchase order)

Requestion No.:		Date:	
P.O. Number:		Expected Delivery Date:	
Mail:		Yes ☐ No ☐	
Taxable:		Yes ☐ No ☐	
Division Head Approval:			
Extension:		226	
Requester's Employee#:		304	
Requester:		Jim Beavers/Sid Norbash	
Item	Description:	Quantity	Unit of Issue
1	Garland Avenue Water & Sewer Relocation	1	ea
2	Garland Avenue Water & Sewer Relocation	1	ea
3			
4			
5			
6			
7			
8			
9			
10			
11			
SHIPPING/HANDLING			
Special Instructions:			
Subtotal:		\$716,995.00	
Tax:		N/A	
TOTAL:		\$716,995.00	
Vendor #:		4026	
Vendor Name:		Basic Construction	
Address:		Fayetteville, AR	
City:		State:	
Zip:		180	
FOB Point:		Ship To Code:	
Account Number:		4470-9470-5808-00	
Extended Cost		\$327,588	
Unit Cost		#####	
Unit		ea	
Quantity		1	
Description:		Garland Avenue Water & Sewer Relocation	
Extended Cost		\$389,407	
Unit Cost		#####	
Unit		ea	
Quantity		1	
Description:		Garland Avenue Water & Sewer Relocation	
Extended Cost		\$0.00	
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RESOLUTION NO. _____

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO BASIC CONSTRUCTION CO., INC. IN THE AMOUNT OF EIGHT HUNDRED TWENTY-FIVE THOUSAND NINE HUNDRED FORTY-SEVEN DOLLARS (\$825,947.00) FOR THE GARLAND AVENUE WATER/SEWER RELOCATION PROJECT; APPROVAL OF A 15.2% PROJECT CONTINGENCY IN THE AMOUNT OF ONE HUNDRED EIGHT THOUSAND NINE HUNDRED FIFTY-TWO DOLLARS (\$108,952.00); AND A BUDGET ADJUSTMENT IN THE AMOUNT OF FOUR HUNDRED SEVENTY-FOUR THOUSAND SEVEN HUNDRED FIFTY-TWO DOLLARS (\$474,752.00) FOR SAME.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby awards a construction contract to Basic Construction Co., Inc. in the amount of Eight Hundred Twenty-Five Thousand Nine Hundred Forty-Seven Dollars (\$825,947.00) for the Garland Avenue Water/Sewer Relocation Project.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a 15.2% Project Contingency in the amount of One Hundred Eight Thousand Nine Hundred Fifty-Two Dollars (\$108,952.00).

Section 3. That the City Council of the City of Fayetteville, Arkansas, hereby approves a Budget Adjustment in the amount of Four Hundred Seventy-Four Thousand Seven Hundred Fifty-Two Dollars (\$474,752.00) for same.

PASSED and APPROVED this 16th day of July, 2002.

APPROVED:

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

HEATHER WOODRUFF, City Clerk

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council meeting of
FROM:

7-16-02

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

ACTION REQUIRED:

Approval and signature of the Mayor for a construction contract w/ Marinoni Construction for Hangar Rehabilitation.
Approval of a project contingency and budget adjustment is also requested.

COST TO CITY:

\$ 241,416 / (6,842) grant revenue	\$ 22,317	Hangar Rehabilitation
Cost of this Request	Category/Project Budget	Category/Project Name
5550.3960.5400.00	37,267 / (18,633) grant revenue	Airport Capital Exp
Account Number	Funds Used to Date	Program Name
02074	189,050	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

Stephens 7-12-02 Budgeted Item X Budget Adjustment Attached
Budget Manager Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<i>Marsha Fushing</i>	7/12/02	<i>Nancy Smith</i>	7/12/02
Accounting Manager	Date	Internal Auditor	Date
<i>221-Whitaker</i>	7/12/02		
City Attorney	Date	ADA Coordinator	Date
<i>P. Ure</i>	7/12/02		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Approval + award of contract, contingency and budget adjustment.

Boudreaux July 10, 2002
Division Head Date
Department Director

Cross Reference

New Item: ☒ Yes No
Prev Ord/Res #: _____
Orig Contract Date: _____
Orig Contract Number: _____

Ann Casey 7/15/02
Administrative Services Director Date
Mayor

STAFF REVIEW FORM

Page 2

Description: Hangan Rehab

Comments:

Budget Coordinator:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

Reference Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
DAN COODY, MAYOR

MEMORANDUM

TO: Dan Coody, Mayor
City Council Members
THRU: Staff Review Committee
FROM: Ray M. Boudreaux, Director, Aviation and Economic Development
DATE: July 9, 2002
SUBJECT: Hangar Rehabilitation Project



Background: Attached please find the contract for the hangar rehab of the two ^{green} ~~blue~~ hangars that face South School. This project was originally awarded by the State Division of Aeronautics as a 50/50 grant April 11, 2001 (\$81,007/\$81,007). In order to comply with the City purchasing guidelines, an architect was hired and a design was completed for the project. Initial offering turned up one bidder, well over the budget. We revised the budget and the project and let the project a second time. The result is a project within the budget allowance. It is over the original estimate.

Purpose: To approve the award of the project to Marononi Construction Company, Inc. for \$241,416.00.

Budget Considerations: A budget amendment is attached. Funds are available.

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

Attachments: Staff Review Form
Grant Agreement

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

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

Budget Year 2002	Department: Aviation & Economic Development Division: Airport Program: Capital	Date Requested 07/09/2002	Adjustment #
----------------------------	---	-------------------------------------	--------------

Project or Item Requested: \$92,366 is requested in Building & Grounds Maintenance account for refurbishing two large hangars at Fayetteville Municipal Airport.	Project or Item Deleted: To recognize \$6,842 in additional State Grant Revenue and; to use \$85,524 from the Airfield Lighting Rehab capital project.
--	--

Justification of this Increase: The project will provide for refurbishing two large hangars extending the usable life and providing an attractive appearance.	Justification of this Decrease: The Arkansas will provide 50% of the project cost up to \$100,000. The Lighting Rehab project was completed in 2001. Sufficient budget remains to comply with City policy.
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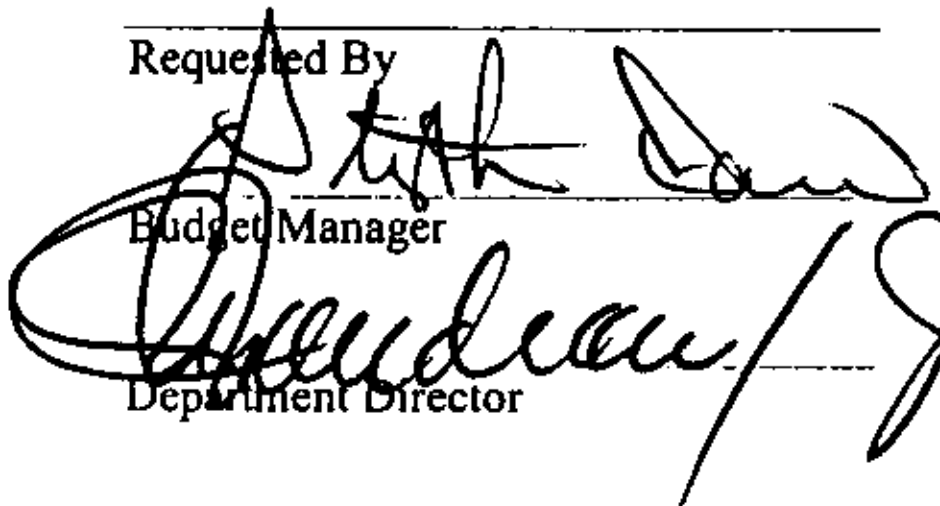
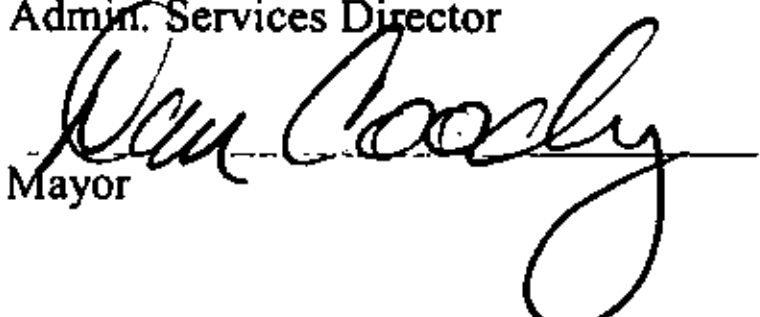
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number
Building & Grounds Maint	92,366	5550	3960	5400	00	02074 1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number
State Grants	6,842	5550	0955	6805	00	
Airfield Lighting Rehab	85,524	5550	3960	7820	25	

Approval Signatures

Requested By	Date
	<u>7-12-02</u>
Budget Manager	Date
	<u>July 10, 2002</u>
Department Director	Date
Admin. Services Director	Date
	<u>7/15/02</u>
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 _____

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the Ninth day of July in the year of Two thousand and two
(In words, indicate day, month and year)

BETWEEN the Owner :
(Name, address and other information)

City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

and the Contractor:
(Name, address and other information)
John Marinoni Construction Co., Inc.
1142 N. Futrell Drive
Fayetteville, AR 72703

The Project is:
(Name and location)
Aircraft Hangar Rehabilitations
Fayetteville, Arkansas

The Architect is:
(Name, address and other information)
Miller Boskus Lack Architects, P.A.
5400 Greathouse Springs Road
Springdale, AR 72762

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

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

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

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

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

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 90 days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

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ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Forty-one Thousand Four Hundred and Sixteen Dollars (\$ 241,416.00), subject to additions and deductions as provided in the Contract Documents.

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

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

Deductive Alternate #1: Remove building insulation systems completely from project scope.

4.3 Unit prices, if any, are as follows:

Building Insulation \$1.50 S.F.

Retrofit Roof Sub Purlins \$ 0.20 S.F.

Roof Panels \$1.75 S.F.

Siding Panels \$3.50 S.F.

Liner Panels \$3.00 S.F.

Gutters/Downspouts \$10.00 L.F.

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

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

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



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

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

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

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

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

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

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ~~the full amount~~ Ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

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

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

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

5.2 FINAL PAYMENT

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

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

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

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ARTICLE 6 TERMINATION OR SUSPENSION

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

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

ARTICLE 7 MISCELLANEOUS PROVISIONS

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

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

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

7.3 The Owner's representative is:
(Name, address and other information)

James Nickelson or Ray Boudreaux
4500 S. School
Fayetteville, AR 72701

7.4 The Contractor's representative is:
(Name, address and other information)

John Marinoni
John Marinoni Construction Co., Inc.
1142 N. Futrell Drive
Fayetteville, AR 72703

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

7.6 Other provisions:



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ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated June 17, 2002, and are as follows:

Document	Title	Pages
00800	Supplementary General Conditions	00800-1 through 00800-9

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
	See attached Exhibit "A"	

8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
	See attached Exhibit "B"	

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
No. 1	July 3, 2002	05

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

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

Value Engineering - Letter Dated July 9, 2002 - Exhibit "C"

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

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Washington, D.C. 20006-5292

OWNER (Signature)

John P. Marini
CONTRACTOR (Signature) CFB

7-9-02

(Printed name and title)

(Printed name and title)

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DOCUMENT 00003

TABLE OF CONTENTS

BIDDING REQUIREMENTS AND CONDITIONS OF THE CONTRACT

00030	Advertisements For Bids
00100	Instructions to Bidders (AIA Document A701)
00120	Supplementary Instructions to Bidders
00300	Bid Form
	Statement of Bidder's Qualifications
00520	Agreement Form
00600	Performance Bond
00610	Payment Bond
00700	General Conditions (AIA Document A201)
00800	Supplementary General Conditions
	Arkansas Prevailing Wage Rate Determination

DIVISION 1 - GENERAL REQUIREMENTS

01010	Summary of Work
01030	Alternates
01100	Alteration Procedures
01300	Submittals and Substitutions
01500	Construction Facilities and Temporary Controls

DIVISION 2 - SITE CONSTRUCTION

02070	Selective Demolition
02100	Site Preparation
02200	Earthwork
02710	Subdrainage Systems

DIVISION 3 - CONCRETE

03300	Cast-In-Place Concrete
-------	------------------------

DIVISION 4 - MASONRY

None In This Project

DIVISION 5 - METALS

05500 Metal Fabrication and Miscellaneous Metal Work

DIVISION 6 - WOODS AND PLASTIC

06100 Carpentry

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07180 Water Repellent Coating
07210 Insulation
07215 Building Insulation Systems
07900 Joint Sealants

DIVISION 8 - DOORS AND WINDOWS

08110 Steel Doors and Frames
08375 Hangar Door Repair
08410 Aluminum Entrances and Fixed Framing
08700 Hardware
08800 Glazing
08840 Polycarbonate Structured Sheet Glazing

DIVISION 9 - FINISHES

09900 Painting

DIVISION 10 - SPECIALITES

DIVISION 11 - EQUIPMENT

DIVISION 12 - FURNISHINGS

None In This Project

FAYETTEVILLE MUNICIPAL AIRPORT/DRAKE FIELD
AIRCRAFT HANGAR REHABILITATIONS
FAYETTEVILLE, ARKANSAS

DIVISION 13 - SPECIAL CONSTRUCTION

13122	Metal Building Repair
13123	Retrofit Roof Subpurlins

DIVISION 14 - CONVEYING SYSTEMS

DIVISION 15 - MECHANICAL

DIVISION 16 - ELECTRICAL

None In This Project

END OF DOCUMENT

Exhibit "B"

Index of Drawings

Sheet No.	Title	Issue Date	Revision Date
T1.0	Title Sheet	6/17/02	-
SP.1	Site Plan and General Information	6/17/02	-
D1.1	Demolition Plan - Hangar #1	6/17/02	-
D1.2	Demolition Plan - Hangar #2	6/17/02	-
D2.1	Demolition Elevations - Hangar #1	6/17/02	-
D2.2	Demolition Elevations - Hangar #2	6/17/02	-
A1.1	Plan Hangar #1	6/17/02	-
A1.2	Plan Hangar #2	6/17/02	-
A2.1	Elevations Hangar #1	6/17/02	-
A2.2	Elevations Hangar #2	6/17/02	-
A3.1	Plan Details	6/17/02	-
A3.2	Canopy Details	6/17/02	-
A3.3	Canopy Details	6/17/02	-



1142 N. FUTRALL DRIVE
FAYETTEVILLE, ARKANSAS 72703

(501) 251-1316 251-1319 Fax

July 9, 2002

Miller Boskus Lack Architects, P.A.
Fax 443-7139

Re: Drake Field Aircraft Hanger Renovation Project

Dear Roger:

We offer a credit of \$3,300 for reducing the gauge of the wall panels, trim, gutters and downspouts from 22 gauge to 24 gauge.

Sincerely,

John P. Marinoni
CEO

FAYETTEVILLE

CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA CITY COUNCIL JULY 16, 2002

A meeting of the Fayetteville City Council will be held on July 16, 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 MINUTES**
2. **LIBRARY:** A resolution approving amendments 11,12, and 13 to the contract with Meyer, Scherer and Rockcastle LTD for items associated with the off-site improvements. Total cost is \$22,680.
3. **JOYCE & MUD CREEK TRAIL:** A resolution approving Change Order No. 1 in the amount of \$113,030 for waterline replacement to the construction contract with Jerry D. Sweetser for the projects entitled "Joyce Boulevard Trail and Eastern Mud Creek Trail Construction"; and approval of a 15% contingency in the amount of \$16,955.
4. **LAW ENFORCEMENT BLOCK GRANT:** A resolution approving the application for the 2002 Local Law Enforcement Block Grant in the amount of \$32,217.00. This grant requires a 10% match of \$3,580.00 for a total project of \$35,797.00. This grant will be used to purchase video equipment to be placed in patrol cars.
5. **BID 02-28:** A resolution awarding Bid 02-28 in the amount of \$59,950.00 plus \$3,154.00 tax from J.L. Shelton & Associates to provide power-assist, high density mobile shelving in the Property/Evidence Room at the Fayetteville Police Department and approval of a budget adjustment.
6. **BID 02-40:** A resolution awarding Bid 02-40 to Temple, Inc. in the amount of \$170,919 for LED Traffic Signal Lenses to replace all traffic lenses and 110 volt incandescent bulbs in Fayetteville.

7. **SALES TAX INFORMATION:** A resolution expressing support for amending the State Sales Tax laws to allow for sharing of detailed information with City's Chief Financial Officer. The information shared would be exempt from FOIA.

B. OLD 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. The ordinance was left on the first reading at the July 2, 2002 meeting.
2. **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. The ordinance was left on the first reading and sent to Ordinance Review Committee at the July 2, 2002 meeting.
3. **RZN 02-7.00:** An ordinance approving rezoning request RZN 02-7.00 as submitted by Lindsey and Associates on behalf of the Estate of Marie Frankie Hughes for property located west of Porter Road and north of Valley Drive. The property is zoned R-1, Low Density Residential and contains approximately 11.94 acres. The request is to rezone to RMF-12, Moderate Density Family Residential. The ordinance was tabled on the first reading at the May 7, 2002 meeting.

C. NEW BUSINESS

1. **RZ 93-50.00:** 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.
2. **RZN 02-14.00:** 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.
3. **PLANNING COMMISSION APPEAL:** An appeal of a Planning Commission decision regarding Preliminary Plat for Brookstone Subdivision.

4. **WATER SERVICE AREA:** A resolution to modify the existing exclusive water service area line between Fayetteville and Springdale to transfer approximately 340 acres in the City of Johnson into Springdale's service area.
5. **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 Section 166.03 of the Unified Development Ordinance.
6. **GARLAND AVE.:** A resolution approving a construction contract with ??? in the amount of \$??? for Garland Ave. (Maple to North St.) water and sewer relocation project, approval of a 15% project contingency in the amount of \$???; and approval of a budget adjustment. This project is necessitated due to the widening of Garland Ave. by the Arkansas Highway and Transportation Department.
**Information to be provided at agenda session.*
7. **BID 02-25:** A resolution awarding Bid 02-25 to Leeco, Inc.-Fire Equipment Sales for firefighters protective equipment and approval of a budget adjustment.
8. **HANGAR REHAB:** A resolution approving the construction contract with ??? in the amount of ??? for hangar rehabilitation.
Information will be provided at Agenda Session.
9. **SUPERIOR INDUSTRIES:** A resolution approving the grant agreement with the Arkansas Department of Economic Development for a parking lot expansion by Superior Industries and a sidewalk installation by Danaher Tools, Inc. and approval of a budget adjustment.

D. DISCUSSION ITEMS

1. **SOLID WASTE RATE STRUCTURE**
2. **IMPACT FEES**
3. **COUNCIL TOUR**

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of July 16, 2002

FROM:

Louise Schaper
NameLibrary
DivisionUrban Development
Department

ACTION REQUIRED: Approve Amendments 11, 12 and 13 to the contract with Meyer, Scherer & Rockcastle LTD for items associated with the off-site improvements. Total cost is \$22,680. Amendment 11 (\$650) is for assistance in obtaining the off-site drainage easement. Amendment 12 (\$17,400) is for work requested by the City Engineer (4/02) related to the design and construction observation for sewer and water line improvement along Mountain and Rock. Amendment 13 (\$4620) is for work requested by the City Engineer (4/02) for inspection/verification of road construction. See attachment for details.

COST TO CITY:

Up to \$22,680
Cost of this Request\$ 19,331,604
Category/Project BudgetServices and Charges
Category/Project Name4470-9470-5314-03
Account Number\$ 18,643,979
Funds Used To DateNew Central Library
Program Name99073
Project Number\$ 687,625
Remaining BalanceSales Tax Cap Mtg
Fund

BUDGET REVIEW:

☐ Budgeted Item ☒ Budget Adjustment Attached[Signature]
Budget Coordinator

7-1-02

[Signature]
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marsha Fathig
Accounting Manager4/28/02
DateThuy Smith
Internal Auditor6/28/02
Date[Signature]
City Attorney[Signature]
Date[Signature]
ADA Coordinator[Signature]
Date[Signature]
Purchasing Manager7-1-02
Date

STAFF RECOMMENDATION: Staff recommends approval.

Louise Schaper
Division Head6-27-02
Date

Cross Reference

[Signature]
Department Director6-27-02
Date

New Item: Yes No

[Signature]
Administrative Services Director7/2/02
Date

Prev Ord/Res #:

[Signature]
Mayor7/3/02
Date

Orig Contract Date:

Consent
New Bus



DEPARTMENTAL CORRESPONDENCE

TO: Hugh Earnest
FROM: Louise Schaper, Library Director
DATE: June 26, 2002

SUBJECT: Amendments 11, 12 and 13 to contract with MS&R, LTD

Background

These three amendments are additional work related to off-site improvements. They are outlined below:

- **Amendment 11:** This amendment to the contract with Meyer, Scherer & Rockcastle, LTD is for City assistance in obtaining the proposed easement required for off-site drainage. It covers the work necessary to locate and stake out both sides of the easement at all turning points. The drainage easement is located on the west side of West Street. The property owners have agreed to donate the easement to the City of Fayetteville. The cost of this work is \$660.²⁵
- **Amendment 12:** On April 18, 2002 the City Engineer requested additional work related to the design and construction observation for sewer and water line improvement along Mountain Street adjacent to the Library site; and sewer improvement along Rock Street. Included are the design of the water and sewer improvement; meetings with the City during design and construction; the ADOH review fee; part-time construction observation; and verification of Contractor's Pay Request. The cost is \$16,500 plus reimbursable expenses of \$900.
- **Amendment 13:** On April 18, 2002 the City Engineer requested additional work related to construction observation services for the proposed roadway improvements to Mountain Street, West Avenue, and Rock Street bordering the library site in accordance with Section 7 of the Fayetteville Minimum Street Standards. This includes—but not limited to—the following: verification of on-site densities of subgrade, base material, and asphalt; verification of depth of materials prior to the subsequent construction; and verification of asphalt temperature prior to application and during the rolling process. The cost is \$4,620.

Current Status

This work is not in the original project scope or budget.

Recommendation

We recommend approving these amendments.

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

**Library
A. 2. Page 3**

Budget Year 2002	Department: New Library Division: Program:	Date Requested July 1, 2002	Adjustment #
----------------------------	---	---------------------------------------	---------------------

Project or Item Requested:
 Additional funding is requested for Off-Site Improvements needed for the Library Project.

Project or Item Deleted:
 None. Portions of Water & Sewer Cost Sharing , Miscellaneous Drainage Improvements and Street ROW, Intersection/Cost Sharing project funds are proposed for this adjustment.

Justification of this Increase:
 The funding is needed for Off-site Drainage Easements, Design and Construction Observation Services in conjunction with Water & Sewer Line Improvements along Mountain and Rock streets, and Construction Observation and Inspection Services for the Street Construction associated with the project.

Justification of this Decrease:
 These project funds are established to enable the City to participate with developers on infrastructure enhancements.

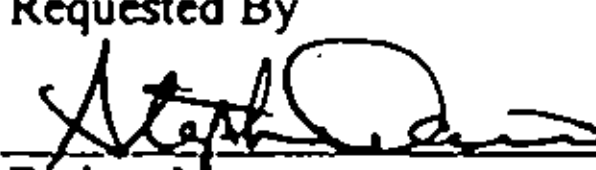
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Professional Services	660	4470	9470	5314	03	99073	10
Professional Services	4,620	4470	9470	5314	03	99073	10
Professional Services	17,400	4470	9470	5314	03	99073	10

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Street Improvements	4,620	4470	9470	5809	00	02116	1
Drainage Improvements	660	4470	9470	5817	00	02108	1
Waterline Improvements	17,400	4470	9470	5808	00	02067	1

Approval Signatures

Requested By 	Date 7-1-02
Budget Manager	Date
Department Director 	Date 7/2/02
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 _____

2000 Edition - Electronic Format

AIA Document G606 - 2000

Amendment to the Professional Services Agreement

Amendment Number: 11

TO: Mr. Dan Coody, Mayor; and
Mr. Hugh Earnest, Director of Urban Development
(Owner's Representative)

In accordance with the Agreement dated: September 1st, 1999

between the Owner:
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

and the Architect:
Meyer, Scherer & Rockcastle, Ltd.
119 North Second Street
Minneapolis, MN 55401-1420

for the Project:
(Name and address)
A new central library facility, referred to as the Fayetteville Public Library, for the City of Fayetteville, Arkansas.

AUTHENTICATION OF THIS ELECTRONICALLY
DRAFTED AIA DOCUMENT MAY BE MADE BY USING
AIA DOCUMENT D401.

Authorization is requested

(X) to proceed with Additional Services or a Change in Services.

(X) to incur Additional Reimbursable Expenses.

As Follows:

As required to assist the City in obtaining the proposed easement required for off-site drainage, this proposal includes the work necessary to locate and stake out both sides of the easement at all turning points.



The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

The cost of this work shall be a stipulated sum of six hundred fifty dollars and zero cents (\$650.00), plus reimbursable expenses. *660.00 JS*

Time:

This work will be carried out in conjunction with current work.

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SUBMITTED BY:

(Signature)

Jeffrey A. Scherer, FAIA - Vice-president

(Printed name and title)

16 May 2002

(Date)

AGREED TO:

(Signature)

(Printed name and title)

(Date)

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Amendment to the Professional Services Agreement

TO: Mr. Dan Coody, Mayor; and
Mr. Hugh Earnest, Director of Urban Development
(Owner's Representative)

Amendment Number: 12

In accordance with the Agreement dated: September 1st, 1999

between the Owner:
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

and the Architect:
Meyer, Scherer & Rockcastle, Ltd.
119 North Second Street
Minneapolis, MN 55401-1420

for the Project:
(Name and address)

A new central library facility, referred to as the Fayetteville Public Library, for the City of Fayetteville, Arkansas.

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Authorization is requested

- (X) to proceed with Additional Services or a Change in Services.
- (X) to incur Additional Reimbursable Expenses.

As Follows:

As requested by the City Engineer on April 18th, 2002, the following proposal shall include work related to the design and construction observation for sewer and water line improvement along Mountain Street adjacent to the Library site; and sewer improvements along Rock Street. Included are the design of the water and sewer improvement; meetings with the City during design and construction; the ADOH review fee; part-time construction observation; and verification of Contractor's Pay Request.

The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

The cost of this work shall be a stipulated sum of sixteen thousand five hundred dollars and zero cents (\$16,500.00). Reimbursable expenses shall be in addition and are estimated at nine hundred dollars and zero cents (\$900.00).

Time:



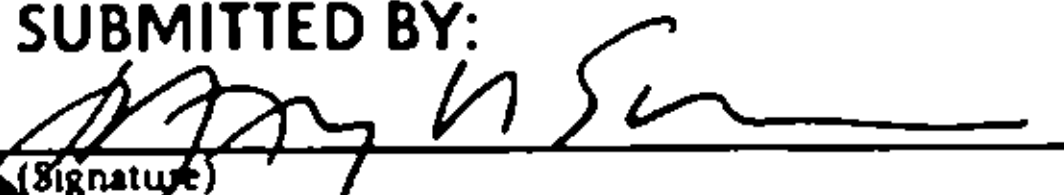
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SUBMITTED BY:



Jeffrey A. Scherer, FAIA - Vice-president

(Printed name and title)

16 May 2002

(Date)

AGREED TO:

(Signature)

(Printed name and title)

(Date)

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Amendment to the Professional Services Agreement

TO: Mr. Dan Coody, Mayor; and
Mr. Hugh Earnest, Director of Urban Development
(Owner's Representative)

Amendment Number: 13

In accordance with the Agreement dated: September 1st, 1999

between the Owner:
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

and the Architect:
Meyer, Scherer & Rockcastle, Ltd.
119 North Second Street
Minneapolis, MN 55401-1420

for the Project:
(Name and address)
A new central library facility, referred to as the Fayetteville Public Library, for the City of Fayetteville, Arkansas.

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Authorization is requested

- (X) to proceed with Additional Services or a Change in Services.
() to incur Additional Reimbursable Expenses.

As Follows:

As requested by the City Engineer on April 18th, 2002, the following proposal includes work related to construction observation services for the proposed roadway improvements to Mountain Street, West Avenue, and Rock Street bordering the library site in accordance with Section 7 of the Fayetteville Minimum Street Standards. This includes - but not limited to - the following: verification of on-site densities of subgrade, base material, and asphalt; verification of depth of materials prior to the subsequent construction; and verification of asphalt temperature prior to application and during the rolling process.



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The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

The cost of this work shall be a stipulated sum of four thousand six hundred twenty dollars and zero cents (\$4,620.00).

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Time:

This work will be carried out in conjunction with current work.

SUBMITTED BY:

AGREED TO:

(Signature)

Jeffrey A. Scherer, FAIA - Vice-president

(Printed name and title)

16 May 2002

(Date)

(Signature)

(Printed name and title)

(Date)

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STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting of July 16, 2002

FROM:

Sid Norbash
Name

Engineering
Division

Public Works
Department

ACTION REQUIRED: Approval of Change Order #1 in the amount of \$113,030 for water line replacement to the *Construction Contract* with Jerry D. Sweetser, Inc. for the projects entitled "Joyce Boulevard Trail & Eastern Mud Creek Trail Construction". Also, approval of a 15% contingency in the amount of \$16,955.

COST TO CITY:

\$ 129,985
Cost of this Request

\$ 1,500,000
Category/Project Budget

Accelerated Water Main Replacement
Category/Project Name

5400-5600-5808-00
Account Number

\$ 275,000
Funds Used To Date

Water & Sewer Improvements
Program Name

02125-20
Project Number

\$ 1,225,000
Remaining Balance

Water & Sewer
Fund

BUDGET REVIEW:

X Budgeted Item

 Budget Adjustment Attached (to be furnished)

[Signature]
Budget Coordinator

 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

[Signature]
Accounting Manager

7/3/02
Date

[Signature]
City Attorney

7/2/02
Date

[Signature]
Purchasing Officer

7/2/02
Date

GRANTING AGENCY:

[Signature]
Internal Auditor

7/1/02
Date

 ADA Coordinator

 Date

STAFF RECOMMENDATION: Approval of the action items listed above.

[Signature]
Division Head

07-01-02
Date

[Signature]
Department Director

07-02-02
Date

[Signature]
Administrative Services Director

7/2/02
Date

[Signature]
Mayor

7/3/02
Date

Consent
11/10/02

Cross Reference

New Item: Yes No x

Prev Ord/Res #: 140-01

Orig Contract Date: 10-16-2001

Orig Contract Number: 01-24
816

STAFF REVIEW FORM

Description Joyce Boulevard Trail & Eastern Mud Creek Trail Construction

Meeting Date July 16, 2002

Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Reference Comments:

DEPARTMENTAL CORRESPONDENCE

To: Dan Coody, Mayor

Thru: Greg Boettcher, Public Works Director
Jim Beavers, City Engineer *JB*

From: Sid Norbash, Staff Engineer *SN*

Date: June 27, 2002

Re: **Joyce Boulevard Trail**
Change Order #1 to the Construction Contract with Jerry D. Sweetser, Inc.

Change of Scope:

Replace approximately 1200 feet of 8" ductile iron pipe (DIP) and 600 feet of 6" DIP waterline with 8" and 6" PVC waterline.

Background:

The above referenced project is a Capital Improvement Project which is currently under construction.

The purpose of this project is to construct a ten (10) foot wide concrete trail along the norther side of Joyce Blvd. from the end of the existing trail at the Joyce Blvd. Post Office, easterly to Old Missouri Road (approx. 1750 feet).

During the design of this trail project, the replacement of waterlines was not planned due to the lack of available funding, even though an existing 8" ductile iron waterline exists under the proposed trail location. Since City Council has now approved funding to accelerate water main replacement, it is in the best interest of protecting our capital improvement by replacing the 8" DIP line with PVC and to install the new replacement line in the green space between the back of curb and the concrete trail. The City also owns a 6" DIP waterline which feeds off of the 8" DIP and runs north approximately 600 feet into a medical office complex. This line also has experienced an unacceptable number of water leaks.

Since the Contractor has already mobilized on-site and is scheduled to remove & dispose of existing sidewalk which is currently covering the existing waterline and is also scheduled to perform minor excavation work for the construction of the proposed trail, the City should experience a 10 to 15% savings in construction costs and be able to expedite the waterline replacement without expensive delays to the current trail construction contract.

Mayor Coody
Page 2

Recommendations:

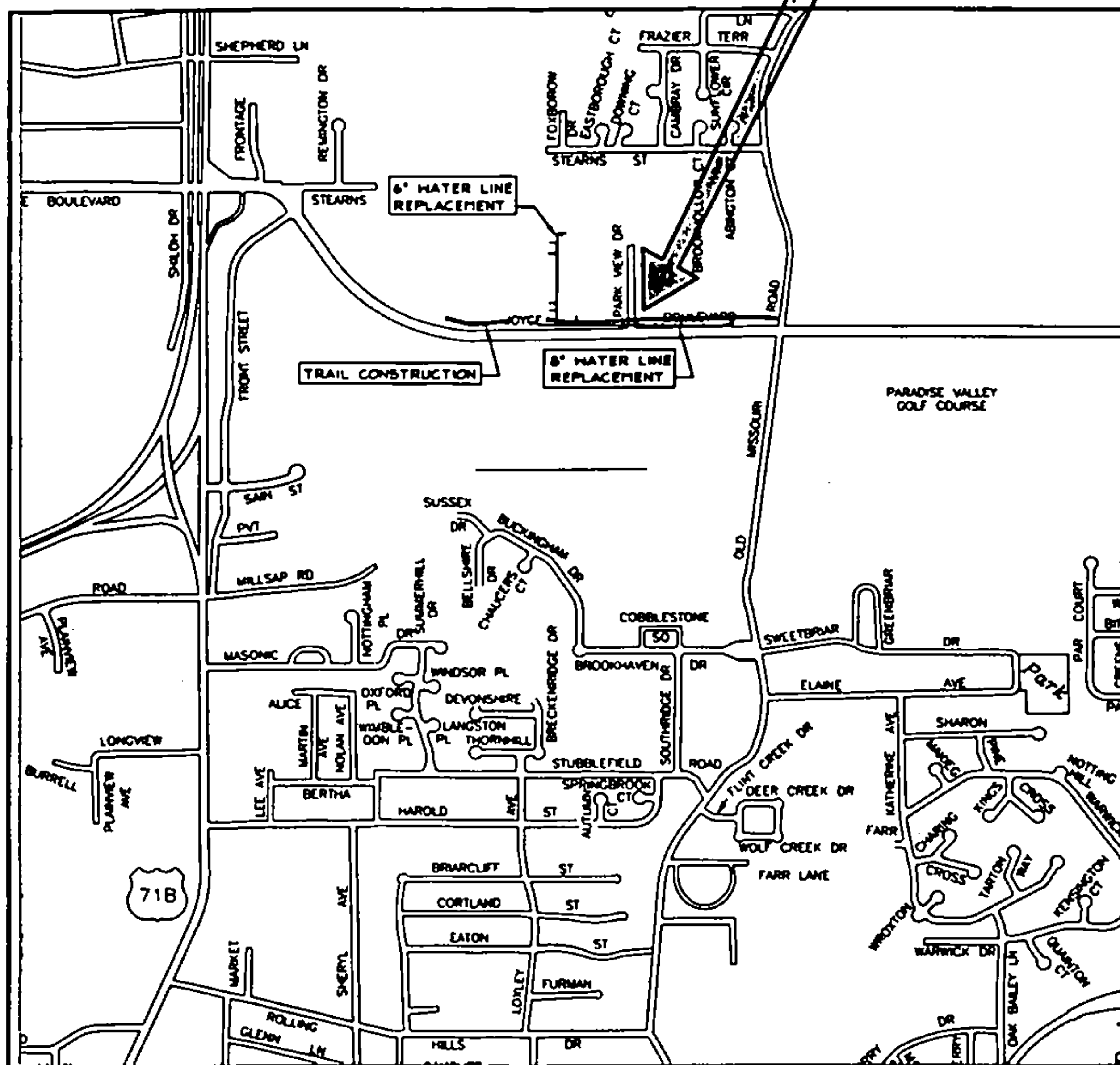
The Staff recommends approval of Change Order #1 to the existing contract with Jerry D. Sweetser, Inc. in the amount of \$113,030.00 and approval of a 15% contingency in the amount of \$16,955.00.

Funding:

Replacement of the subject water mains should be funded by the \$1.5M approved by City Council for Accelerated Water Main Replacement (Resolution #78-02).

SN/sn

Attachments: Negotiated Unit Price Proposal
Project Vicinity Map
Change Order No. 1 Form



 CITY ENGINEERING DEPARTMENT FAYETTEVILLE, ARKANSAS			
JOYCE BOULEVARD TRAIL			
VICINITY MAP			
DRAWN BY: JPO	CHECKED BY:	REVISED:	DATE: 6/02
SIGNED: _____			SHEET NO. 1 of 1

CHANGE ORDER NO. 1

Project Title: Joyce Blvd. Trail & Eastern Mud Creek Trail Const.

Project No. 99081-20 Contract No. 01-24 Contract Date 10-16-2001

Contractor: Jerry D. Sweetser, Inc.

The following change is hereby made to the contract documents:
Project "A" - Joyce Blvd. Trail: A unit price adjustment schedule
for a total sum of \$113,030.00 (see attachment) for the replacement
of existing 8" & 6" waterlines.

Addition of:
Items #1 thru #19 as shown in attachment.

Justification:
Since City Council has now approved funding to accelerate water
main replacement, it is in the best interest of protecting our
capital improvement by replacing the leaky 8" DIP & 6" DIP lines
with PVC.

Original Contract Price:	<u>\$358,996.68</u>
As adjusted by previous changes:	<u>\$ -0-</u>
This C.O. will increase the contract by:	<u>\$113,030.00</u>
The new contract price will be:	<u>\$472,026.68</u>

CHANGE TO CONTRACT TIME:
There will be an addition of -45- calendar days to the contract
time, and the date for completion of all work under the contract
shall be adjusted accordingly.

APPROVALS REQUIRED
To be effective this change order must be approved by the Owner if
it changes the scope or objective of the project, or as may
otherwise be required under the terms of the General Conditions of
the Contract.

Requested by _____

Date _____

Approved by Contractor [Signature]

Date [Signature] -02

Approved by Mayor _____

Date _____

WILLIAM G. SWEETSER

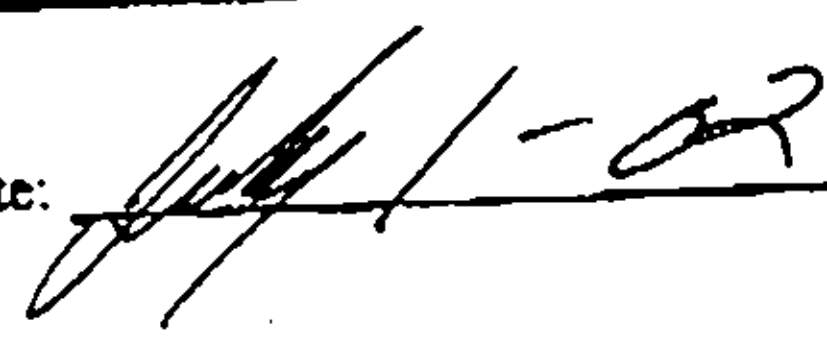
JOYCE BLVD. WATERLINE REPLACEMENT
Change Order #1BID #01-24
City of Fayetteville

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Temp. Blow-off & Test Assembly	LS	1	\$800.00	\$800.00
2	Excavation Safety	LS	1	\$1,200.00	\$1,200.00
3	8" PVC Waterline	LF	1,175	\$27.00	\$31,725.00
4	6" PVC Waterline	LF	576	\$24.00	\$13,824.00
5	4" PVC Waterline	LF	50	\$21.00	\$1,050.00
6	8" Tapping Valve & Sleeve w/ Valve Box	EA	2	\$2,200.00	\$4,400.00
7	8" Gate Valve w/ Valve Box	EA	5	\$960.00	\$4,800.00
8	6" Gate Valve w/ Valve Box	EA	1	\$790.00	\$790.00
9	4" Gate Valve w/ Valve Box	EA	1	\$650.00	\$650.00
10	Compact Mech. Joint Ductile Iron Fittings	LB	2,102	\$4.00	\$8,408.00
11	Fire Hydrant Assembly, includes 6" Gate Valve w/ Valve Box	EA	5	\$1,950.00	\$9,750.00
12	2" Service Line Connections w/ Valve Box	EA	6	\$800.00	\$4,800.00
13	Reconnect Service Line to New Water Main	EA	4	\$750.00	\$3,000.00
14	Remove Temp. Asphalt Patch & Replace w/ Concrete	SY	20	\$65.00	\$1,300.00
15	Class 7 Base under D/W, Streets & Parking Lots	TN	260	\$14.00	\$3,640.00
16	Concrete Driveway (6") Repair	SY	475	\$36.00	\$17,100.00
17	Concrete Curb and Gutter	LF	30	\$25.00	\$750.00
18	Sod	SY	500	\$3.50	\$1,750.00
19	Performance, Payment & Maintenance Bonds	LS	1	\$3,293.00	\$3,293.00
Subtotal Construction Costs					\$113,030.00

JERRY D. SWEETSER, INC.

By: 

William G. Sweetser

Date: 

PRESIDENT

Title

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☒ GRANT REVIEW

the Fayetteville City Council meeting of July 16, 2001

FROM:

Rick Hoyt	Police	Police
Name	Division	Department

ACTION REQUIRED: City Council approve 2002 Local Law Enforcement Block Grant and accept the Assurances and Certifications.

COST TO CITY:

\$35,797.00	0.00	Patrol Car Video
Cost of this Request	Category/Project Budget	Category/Project Name
	0.00	Minor Equipment
Account Number	Funds Used To Date	Program Name
	0.00	Local Law Enforcement Block Grant
Project Number	Remaining Balance	Fund

BUDGET REVIEW: Budgeted Item ☒ Budget Adjustment Attached

[Signature] 6-24-02
Budget Manager Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<i>[Signature]</i> Accounting Manager	6/21/02 Date	<i>[Signature]</i> Internal Auditor	6/21/02 Date
<i>[Signature]</i> City Attorney	6/21/02 Date	<i>[Signature]</i> DA Coordinator	Date
Purchasing Officer	Date	Grants Coordinator	Date

STAFF RECOMMENDATION: City Council to authorize the Police Department to apply for the Local Law Enforcement Block Grant.

[Signature] 6/21/02
Division Head Date

Cross Reference

New Item: Yes No

Prev Ord/Res #:

Orig Contract Date:

<i>[Signature]</i> Administrative Services Director	6/21/02 Date
<i>[Signature]</i> Mayor	6/21/02 Date

consent

STAFF REVIEW FORM

Description Local Law Enforcement Block Grant Application Meeting Date July 16, 2002

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Internal Auditor

ADA Coordinator

Grants Coordinator

DEPARTMENTAL CORRESPONDENCE

TO: Dan Coody, Mayor
FROM: *RMH* Rick Hoyt, Chief of Police
DATE: June 21, 2002
RE: Apply for the 2002 Local Law Enforcement Block Grant

Attached is copy of the application for the 2001 Local Law Enforcement Block Grant (LLEBG) in the amount of \$32,217.00. This grant requires a 10% match or \$3,580.00 for a total project of \$35,797.00. These matching funds will be pledged from the General Fund Police Department Minor Equipment Account. The City of Fayetteville has been receiving block grants since 1987 these grants are calculated based upon population and UCR statistics.

This grant will be used to purchase video equipment to be placed in patrol cars. The Department has eleven cars assigned to patrol with two supervisor vehicles. This video equipment increases officer safety and effectiveness. If you need further information or have any questions, please give me a call.

Block Grant
A. 4. Page 4

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year 2002	Department: Police Division: Program:	Date Requested June 21, 2002	Adjustment #
---------------------	---	---------------------------------	--------------

Project or Item Requested:
Authorization to establish a Law Enforcement Block Grant Trust Fund and establish funding to purchase video equipment for Police units is requested.

Project or Item Deleted:
None. Grant revenue and transfer from General Fund is proposed for this item.

Justification of this Increase:
The City is applying for a federal grant to fund the purchase of video equipment.

Justification of this Decrease:

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Minor Equipment	35,797		
Public Notification	100		

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Transfer from General Fund	3,680		
Grant Revenue	32,217		

Approval Signatures

Requested By [Signature] Date 6/21/02
 Budget Manager [Signature] Date 6-21-02
 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 _____

**FY 2002 Local Law Enforcement Block Grants Program**
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Information](#)[Certifications](#)[Award and Match](#)[Submit Application](#)[Decline Funds](#)[Help/Frequently Asked
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Please use the above tabs to navigate through the grant process. The Application tab allows you to complete all of the steps required to submit your FY 2002 Local Law Enforcement Block Grants (LLEBG) application. You can navigate through this section by either clicking on the steps listed on the left-hand side of the page, or by clicking on the navigation buttons provided at the bottom of each page.

Only the Chief Executive Officer (CEO) of the jurisdiction, or the officially designated program contact, may apply for funding under the LLEBG Program. If you are not the CEO of your jurisdiction, or the officially designated program contact, then please cancel the application process. Otherwise, continue with the FY 2002 application process by clicking on the **Continue** button below.

If your jurisdiction chooses to decline FY 2002 funding, please click on the Decline Funds button to the left.

Please use appropriate uppercase and lowercase letters throughout the application process. The information will appear exactly as you type it throughout the entire FY 2002 process

The [LLEBG Fact Sheet](#) provides a comprehensive overview of the Program.





FY 2002 Local Law Enforcement Block Grants Program
Fayetteville City, AR



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Please provide or update information about the Chief Executive Officer (CEO) of your jurisdiction (i.e., Mayor, City Manager, County Commissioner, etc.). Use appropriate uppercase and lowercase letters throughout this application.

Fayetteville City, Arkansas has at least one accepted award for a different fiscal year. Changing the CEO information will cause a Grant Adjustment Notice (GAN) to be generated for the other grant(s). This GAN will be created upon approval by BJA.

*Title	Mayor		
*Prefix	Mr.	☐	
*First Name	Dan		
*Last Name	Coody		
*Address Line 1	113 W. Mountain St.		
Address Line 2			
*City	Fayetteville		
State	Arkansas		
*Zip Code	72701	- 0113	Need help for ZIP+4?
*Phone	(501) 575-8330 Format: 999-999-9999		
Extension			
Fax	(501) 575-8256 Format: 999-999-9999		
*E-mail	lbroyles@ci.fayetteville		
*Is the person currently completing this application the CEO?		☐ Yes ☒ No	

[Save and Continue](#)



FY 2002 Local Law Enforcement Block Grants Program

Fayetteville City, AR

Block Grant
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The Program Contact person is the individual officially designated by the CEO to serve as the day-to-day contact on all program related matters, including completing this application, and can answer all program related questions from BJA. As the officially designated Program Contact, this individual has the ability to bind the jurisdiction to all terms and conditions related to this grant.

Only public officials have the ability to bind the jurisdiction legally to the terms of the LLEBG Program. A CEO may not delegate this responsibility to a non-public official or a public official outside his/her jurisdiction. A jurisdiction may use whatever assistance it deems appropriate to gather needed information for the completion of the LLEBG on-line application and payment acceptance processes; however, it may delegate only to a public official within the applicant jurisdiction the responsibility for actually completing the on-line processes. Any applying jurisdiction violating these requirements will be subject to formal action, including nullification of the FY 2002 LLEBG application as well as eligibility for the future LLEBG funding cycles.

Fayetteville City, AR has at least one accepted award for a different fiscal year. Changing the Program Contact information will automatically update this information for all of your active LLEBG grants. No GAN will be issued to document this change.

*Title	Financial Analyst		
*Prefix	Mrs.		
*First Name	Judy		
*Last Name	Cohea		
*Address Line 1	P.O. Box 1988		
Address Line 2			
*City	Fayetteville		
State	Arkansas		
*Zip Code	72702	- 1988	Need help for ZIP+4?
*Phone	501-587-3510 Format: 999-999-9999		
Extension			
Fax	501-587-3522 Format: 999-999-9999		
*E-mail	cohea@fpd.city.fay.ar.i		

Save and Continue



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Fayetteville City, AR



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Overview

The LLEBG Trust Fund Requirement

CEO Information

All direct LLEBG recipients and State subrecipients must establish a **trust fund** in which to deposit LLEBG Program funding. The trust fund may or may not be an interest bearing account. Regardless of the type of account selected, the trust fund must protect the principal. The trust fund must be established by the the recipient jurisdiction, not by the implementing agency/ies. For example, in the case of a city award, the city manager or mayor's office must establish the trust fund, not the police department. In some jurisdictions, the term "Special Revenue Fund" may denote the same attributes as the definition for trust fund under the LLEBG Program.

Program Contact Information

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Award and Match

An LLEBG recipient's trust fund must include the following four features:

Submit Application

1. The fund may earn interest, but any earned interest must be used for program purposes. The trust fund does not have to be an interest bearing fund.
2. The recipient must be able to account for the Federal award amount.
3. The recipient must be able to account for the local match amount.
4. The recipient must be able to account for any interest earned.

Decline Funds

Help/Frequently Asked Questions

☒ I have read the above requirement.

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The following is the summary information for the total amount of LLEBG funds for which you are applying:

[CEO Information](#)[Program Contact Information](#)[Certifications](#)[Award and Match](#)[Submit Application](#)[Decline Funds](#)[Help/Frequently Asked Questions](#)[LLEBG Home](#)[Log-Off](#)**Eligible Award Amount**

Your jurisdiction's Eligible Award Amount, not including PSOHB compliance status, is reflected in this figure.

\$35,797**Final Award Amount**

The Final Award Amount shown below includes the adjustments to your eligible award amount due to the PSOHB compliance status of your jurisdiction. (Final Award Amount = 0.9 * Eligible Award Amount)

\$32,217**Match Amount**

The LLEBG Program requires a 10 percent cash match, calculated as one-ninth of the Final Award Amount, with no waiver provision (except for American Samoa, Guam, Northern Mariana Islands, and U.S. Virgin Islands). Federal funds may not exceed 90 percent of total program costs. Your match amount has been automatically calculated based on the Final Award Amount.

\$3,580**Matching Funds Code****M1-State and Local Government Units** **Save and Continue**

NOTE: You must select "Yes" below and click on the "Save and Continue" button at the bottom of the page before closing this window.

PUBLIC SAFETY OFFICERS' HEALTH BENEFITS (PSOHB) PROVISION

The provision states that a unit of local government (NOT the implementing agency) must provide the same or better level of health insurance benefits to a public safety officer who retires or is separated from service, as a direct or proximate result of a personal injury sustained in the line of duty while responding to a hot pursuit or emergency situation, as the officer was receiving while on active duty.

A public safety officer is an individual serving a public agency in an official capacity (with or without compensation) as a:

- Law Enforcement officer⁽¹⁾
- Firefighter
- Rescue squad or ambulance crew member

If a unit of local government is not in compliance with this provision, it is still eligible for funding from BJA, but will forfeit 10 percent of the eligible amount.

Criteria for Compliance

To be in compliance, a unit of local government must:

1. Use the definitions provided for public safety officer, law enforcement officer, firefighter and public agency as defined by section 1204 of title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended.
2. Use State statutory law, or, in the absence of State law, use State case law, local law, or have established written policy for defining "injury suffered as a direct result of a personal injury sustained in the line of duty while responding to an emergency situation or hot pursuit." State law definitions of the terms "emergency situation" and "hot pursuit" must be used.
3. Have an established written procedure or process for reviewing cases of injuries suffered in the line of
4. Be able, upon request, to document that the same or better level of health insurance benefits as received while on duty is paid at the time of retirement or separation due to an injury suffered as the direct and proximate result of a personal injury sustained in the line of duty while responding to an emergency situation or hot pursuit.

⁽¹⁾ Section 1204(5) of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, defines a **law enforcement officer** as "an individual involved in crime and juvenile delinquency control or reduction, or enforcement of the laws, but not limited, to police, corrections, probation, parole and judicial officers."

If you do not understand this provision, call the GMS Hotline at 1-888-549-9901, option 4. If you do understand, please click "Yes" below.

☒ Yes, I have read and understand the above PSOHB Compliance requirements.

Save and Continue

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Please follow these steps to complete this screen:

[Program Contact
Information](#)

1. Open and review the Compliance requirements of the Public Safety Officers' Health Benefits (PSOHB) Provision.
2. Is your jurisdiction in compliance with the PSHOB Provision?

[Certifications](#)Yes ☐ No ☒[Award and Match](#)[Submit Application](#)[Decline Funds](#)

By answering "YES" you certify that your jurisdiction, NOT the implementing agency, provides the same or better level of health insurance benefits to a public safety officer who retires or is separated from service, as a direct or proximate result of personal injury sustained in the line of duty while responding to a hot pursuit or emergency situation, as the officer was receiving while on active duty.

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Single Point of Contact Review

[CEO Information](#)

If a Block Grants Program has been selected for review under Executive Order 12372, "Intergovernmental Review of Federal Programs," then the applicant is required to submit a copy of its application to the State Point of Contact (SPOC).

[Program Contact Information](#)

[Click here](#) for a list of all State SPOCs. If your State is not listed, then you are not required to send a copy of your application to a SPOC.

[Certifications](#)

Each applicant must check the box below:

[Award and Match](#)

☒ If my jurisdiction has a SPOC, then I will send or fax a copy of our application to our SPOC. Documentation supporting this action will be maintained on-site and will be available for review upon request.

[Submit Application](#)

[Decline Funds](#)

At the end of the application process you will be given an opportunity to print a formal copy of your application.

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Eligible units of local government must submit a copy of their application to the designated State Administrative Agency (SAA).

[Program Contact Information](#)[Click here](#) for a list of State Administrative Agencies.[Certifications](#)☒ My jurisdiction will send a copy of our application to our State Administrative Agency. Documentation supporting this action will be maintained on-site and will be available for review upon request.[Award and Match](#)[Submit Application](#)

At the end of the application process you will be given an opportunity to print a formal copy of your application.

[Decline Funds](#)[Save and Continue](#)[Go Back](#)[Help/Frequently Asked Questions](#)[LLEBG Home](#)[Log-Off](#)

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

the Fayetteville City Council meeting of

FROM:

Rick Hoyt	Police	Police
Name	Division	Department

ACTION REQUIRED: Accept bid in the amount of \$59,950 plus \$3,154 tax from J.L. Shelton & Associates and approve a budget adjustment of \$9,200.00. This bid will provide power-assist, high density mobile shelving in the Property/Evidence Room at the Fayetteville Police Department.

Bid # 02-28

COST TO CITY:	\$54,000.00	Evidence Storage Improvements
\$63,104.00		
Cost of this Request	Category/Project Budget	Category/Project Name
4470-94705801.00	56.00	Capital Improvements
Account Number	Funds Used To Date	Program Name
02024	\$53,944.00	Sales Tax Capital Improvement
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ☒ Budgeted Item ☒ Budget Adjustment Attached

[Signature] 6/21/02
Budget Manager Administrative Services Director

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

<i>Maisha Farthing</i> Accounting Manager	<i>6/21/02</i> Date	<i>Nancy Smith</i> Internal Auditor	<i>6/21/02</i> Date
<i>D. F. Whitel</i> City Attorney	<i>6/21/02</i> Date	ADA Coordinator	Date
Purchasing Officer	Date	Grants Coordinator	Date

STAFF RECOMMENDATION: City Council accept bid from J. L. Shelton for \$59,950.00 and approve a budget adjustment in the amount of \$9,200.00

[Signature] 6/21/02
Division Head Date

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

6/21/02
Date
6/24/02
Date

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

STAFF REVIEW FORM

Description Award bid Power-assist, mobile shelving Meeting Date July 16,2002

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Internal Auditor

ADA Coordinator

Grants Coordinator

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Goody and Members of the Fayetteville City Council
FROM: *RH Meyer* Rick Hoyt, Chief of Police
DATE: June 20, 2002
SUBJECT: Award bid for Power-Assist, High Density Mobile Shelving System and Approve Budget Adjustment

Bid number 02-28 to purchase a power-assist, high-density mobile shelving system to replace the stationary shelving in the Property/Evidence Room at the Fayetteville Police Department was opened on April 30, 2002. This new shelving system will dramatically increase the shelving space. This bid was advertised in the Northwest Arkansas Times and one bidder met all specifications.

The award is recommended to go to J.L. Shelton & Associates. The cost of the new shelving system is \$59,950 plus tax of \$3,154 for a total of \$63,104. This project is included in the Sales Tax Capital Improvement fund and was budgeted at 54,000.00 and a budget adjustment in the amount of \$9,104.00 is attached.

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year 2002	Department: Police Division: Support Services Program: Sales Tax Capital Improvement	Date Requested 06/20/2002	Adjustment #
---------------------	--	------------------------------	--------------

Project or Item Requested: Additional funds to support the Power-assist, high density mobile shelving project for the Property/Evidence Room.	Project or Item Deleted: None
--	--------------------------------------

Justification of this Increase: This project was increased to include the supply room. This will allow the department to better maintain the necessary items for the newly developed quartermaster system.	Justification of this Decrease: All phases of the radio project are under contract and these funds remain available.
---	---

Increase Expense (Decrease Revenue)						
Account Name	Amount	Account Number				Project Number
Fixed Assets	9,200	4470	9470	5801	00	02024

Decrease Expense (Increase Revenue)						
Account Name	Amount	Account Number				Project Number
Fixed Assets	9,200	4470	9470	5801	00	99019

Approval Signatures <i>Edon R. Roberts</i> 6/21/02 Requested By Date <i>Debra Deane</i> 6-21-02 Budget Manager Date _____ Department Director Date _____ Admin. Services Director Date _____ Mayor Date		Budget Office Use Only Type: A B C <u>D</u> E Date of Approval _____ Posted to General Ledger _____ Posted to Project Accounting _____ Entered in Category Log _____	
--	--	---	--

02-28
E: 4/30/02
11:00 AM
OF FAYETTEVILLE

DESCRIPTION: MOBILE SHELVING SYSTEM

BIDDER	ITEM ONE
ADVANCED FILING ***	\$39,999.99
SMELTON & ASSOCIATES	\$59,950.00
ASSOCIATED OFFICE SYSTEMS	NO BID BOND
S W SOLUTIONS	NO BID BOND

***VENDOR DOES NOT MEET SPECIFICATIONS THEREFORE BID REJECTED

Certified by P Vice
P Vice Purch Mgr

Witness E Williams

Date 4/30/02

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.: _____ Date: _____

P.O. Number: _____ Expected Delivery

Vendor #:

Vendor Name: J L Shelton and Associates

Mail: Yes ☐ No ☒ XX

Address:

P.O. Box 1644

FOB Point

Taxable: Yes ☒ XX No ☐

City:

Fayetteville

State:

AR

Zip:

72702

Ship To Code:

21

Requester:

J. Cohea

*Requester's Employee#:

75

Extension:

510

Decision Head Approval: *[Signature]*

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/Subproject Number:	Inventory #
1	shelving, power assist bid # 02-28	1	Job	\$59,950.00	\$59,950.00	4470-9470-5801.00	02024	
2		0		\$0.00	\$0.00			
3		0		\$0.00	\$0.00			
4		0		\$0.00	\$0.00			
5		0		\$0.00	\$0.00			
6		0		\$0.00	\$0.00			
7		0		\$0.00	\$0.00			
8					\$0.00			
9					\$0.00			
10					\$0.00			
11					\$0.00			
	SHIPPING/HANDLING							

Special Instructions:

Subtotal: \$59,950.00

Tax: \$3,154.00

TOTAL: \$63,104.00

Approvals:

(checking office use only)

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Admin. Services Director: _____

Budget Coordinator: _____

Data Processing Mgr: _____

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of July 16, 2002

FROM:

Perry Franklin Traffic Public Works
Name Division Department

ACTION REQUIRED:

Approval of Bid# 02-40 for LED Traffic Signal Lenses to replace all 110volt bulbs and lenses which will save \$40,000 - \$50,000 annually in utility costs.

COST TO CITY:

<u>\$ 170,919</u>	<u>\$ 174,000</u>	<u>LED Traffic Signals</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>4470-9470-5890.00</u>	<u>0</u>	<u>Transportation Imp</u>
Account Number	Funds Used To Date	Program Name
<u>02026</u>	<u>\$ 174,000</u>	<u>Sales Tax Capital</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

[Signature] [Signature]
Budget Manager Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>Accounting Manager</u> <u>Date</u>	<u>Internal Auditor</u> <u>Date</u>
<u>City Attorney</u> <u>Date</u>	<u>Ada Coordinator</u> <u>Date</u>
<u>Purchasing Officer</u> <u>Date</u>	<u>Grant Coordinator</u> <u>Date</u>

STAFF RECOMMENDATION:

Recommend award of Bid# 02-40 for LED traffic signal lenses to Temple Inc.

[Signature] 7/1/02
Division Head Date

[Signature] 7/1/02
Department Director Date

[Signature] 7/1/02
Administrative Services Director Date

[Signature] 7/1/02
Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract Date: _____

STAFF REVIEW FORM

Description_____ Meeting Date_____

Comments:
Budget Coordinator

Reference Comments:

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

DEPARTMENTAL CORRESPONDENCE

TO: Mrs. Peggy Vice, Purchasing Officer
FROM: Mr. Perry Franklin, Traffic Division Superintendent
DATE: June 28, 2002

PF 

SUBJECT: Recommendation for Bid# 02 – 40 (LED Traffic Signal Lenses)

Invitations to Bid LED Traffic Signal Lenses were sent to the following vendors who supply the three major brands of LED Traffic Signal Lenses:

TEMPLE, INC. (GELCORE LED)

PINKLEY SALES COMPANY (COOPER LED)

H & H INDUSTRIES (ACT ONE LED)

Per Bid Tabulation Sheet dated June 28, 2002, Temple Inc. was the only vendor submitting a bid. I have been testing their equipment and I am confident it will perform as required in the specifications. I recommend **Bid# 02 - 40** for LED Traffic Signal Lenses to replace all traffic lenses and 110 volt incandescent bulbs in Fayetteville be awarded to Temple Inc. of Decatur, Alabama. Temple Inc. submitted a total bid of \$170,919. We have \$174,000 for this traffic signal improvement project in the Sales Tax Capital Improvements Fund Account# 4470-9470-5890-00 (Project # 02026). We have been testing these LED products for six months and are experiencing a least an 80% reduction in power consumption. These LED lenses should save at least \$40,000 - \$50,000 per year in the Traffic Division utility costs. I may need a minor budget adjustment at the end of this first year to cover some of the utility cost not saved if we experience a delay in getting all of the LED signals installed.

If you need any further information regarding this recommendation, please feel free to call me.

Thanks!

PLF/plf

BID:	☐	☐		YES	☐	NO	☐
FORMAL	☐	☐		BID BOND REQUIRED			
INFORMAL	☐	☐					
VERBAL QUOTATION	☐	☐		PERFORMANCE BOND REQUIRED	YES	☐	NO

**CITY OF FAYETTEVILLE, AR
113 W. MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS 72701**

TABULATION OF BIDS

PROJECT

DESCRIPTION	DATE	TIME
LED Traffic Signals	02-40	12:00 PM

BID NO. 02-40 PROJECT NO. _____

FOR

DATE OPENED _____

DATE OPENED 6/28/02 11:00 AM

[illegible]

BID AWARD SUMMARY:

ITEM	TO	P.O. #
ITEM	TO	P.O. #
ITEM	TO	P.O. #
ITEM	TO	P.O. #

DATE _____ **CERTIFIED BY** _____

REMARKS

FUNCTIONING DEFINITION

Temple, Inc.

P.O. Box 2066
Decatur, Alabama 35602-2066
Phone 1-800-633-3221
Fax (205) 353-4578

*Serving the South Since 1954!*

City of Fayetteville, AR

RE: LED Signal Bid # 02-04

DATE
June 21, 2002
TERMS
NET 30
DELIVERY
30 Days
SALESMAN
Jim Rhodes

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by Temple, Inc. All quotations and agreements are contingent upon strikes, accidents, fire, availability of materials and all other causes beyond our control. Prices are based on units and conditions existing on date of quotation and are subject to change by Temple, Inc. before final acceptance. Freight will be prepaid and allowed unless otherwise noted on this quotation.

Quantity	Description	Price	Amount
600	12" Red RX-11-40 DR6-RTFB-20A-40	\$57.17	\$34,304.35
600	12" Yellow RX-9 DR6-YTFB-23A	\$66.03	\$39,619.57
550	12" Green RX-11 DR6-GCFB-20A-40	\$119.57	\$65,780.87
100	12" Green >>>> DR6-GCAAN-21A	\$83.70	\$8,369.57
130	12" Yellow >>>> DR6-YTAAN-21A	\$66.03	\$8,584.24
50	12" Ped Full Hand/Outline Man Side/Side PS6-CFC6-01A	\$117.39	\$5,869.57

Price includes Shipping. Does not include tax if applicable tax will be added.

Quote Valid For 90 Days.

Jim Rhodes



June 5, 2002

To Whom It May Concern:

Subject: GELcore, GE LED Signals

GELcore is pleased to offer a 5-year warranty on the materials and workmanship of the GELcore, GE LED Signals. Additionally, GELcore will replace or repair LED signal modules that exhibit luminous intensity of less than the minimum values specified in Table 1 of ITE specification VTCSH-Part-2 July 1998, within the first 60 months from the date of delivery.

With the LED Signals backed by the General Electric Company you will be getting quality products. Please don't hesitate to call if you have any questions.

Sincerely,

Matthew Baker
Regional Sales Manager

Southern Regional Office: Phone (321) 633-4050 Fax (321) 633-7033 Email matthew.baker@gelcore.com
GELcore: A joint venture of GE Lighting and Emcore Corporation



LED Signals

TECHNICAL DATA

RX11 • 12-INCH • BALL • LED TRAFFIC SIGNAL MODULES

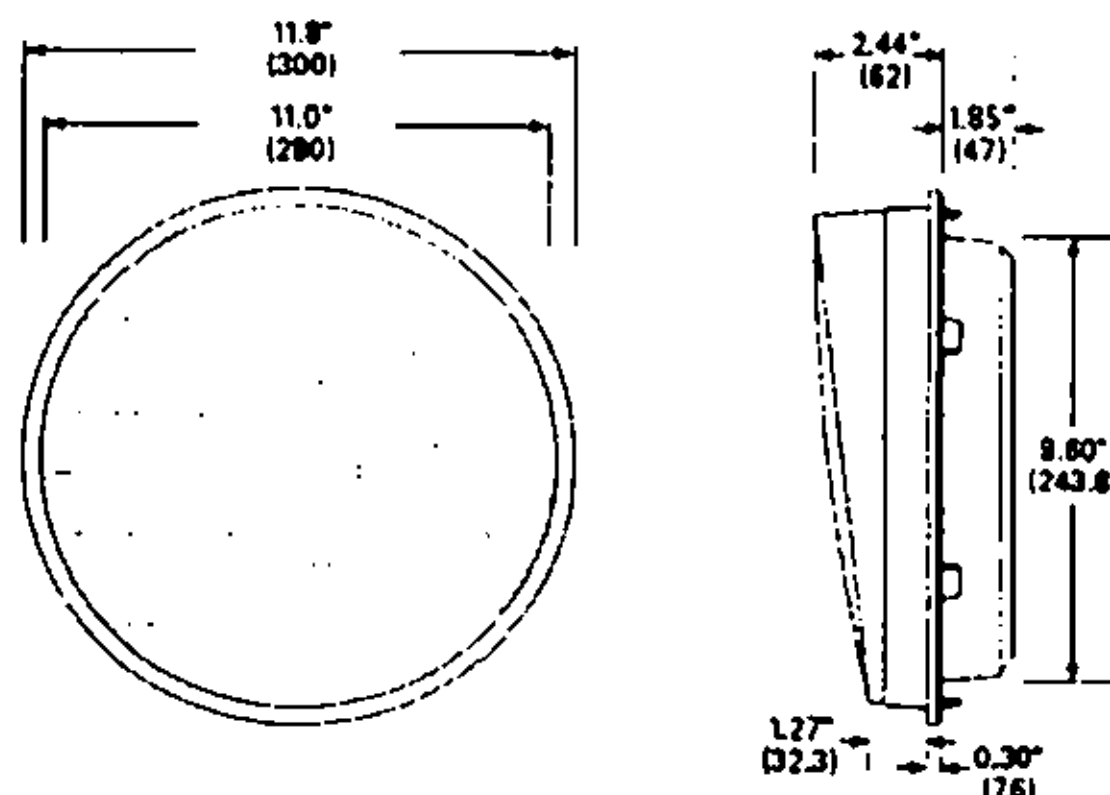
RX11 Features

- High efficiency & long life LED light source
- Designed to conform to applicable ITE specifications
- Expanded field of view
- Less than 1% light loss with single LED failure
- Moisture and dust resistant
- Serviceable module - designed for direct retrofit
- Sun phantom protection
- Uniform light distribution



Dimensions

Dimensions in inches. (mm) indicates metric equivalent



Performance Standards

Characteristic	Rating
Visibility	ITE VTCSH-STD Part 2
Chromaticity (Color)	ITE VTCSH-STD Part 2
Moisture Ingress	NEMA STD 250-1991
Vibration Resistance	MIL-STD-883 Method 2007
Electronic Noise	FCC Title 47 Sub. B Sec. 15*
Transient Protection	ITE VTCSH-STD Part 2

*Class A



Operating Specifications

Parameter	Rating
Operating Temperature	-40°C (-40°F) to +74°C (165°F)
Operating Voltage Range	80V to 135V (60Hz AC)
Power Factor (P.F.)	>90%
Total Harmonic Distortion (T.H.D.)	<20%
Application	Span Wire or Stationary arm
Voltage	44v



Product Characteristics

Model Number	Voltage (AC)	Power (W)	Color (nm)	Maintained Intensity (Cd)
	Typical	Typical	Typical	Min*
DR6-RTB-20A	120V - 60Hz	10	626	339
DR6-YTB-20A	120V - 60Hz	19	592	339†
DR6-GTB-20A**	120V - 60Hz	11	508	678
DR6-GCFB-20A	120V - 60Hz	11	508	678

Test Condition: T_a = 25°C

SA=Stationary Arm SW=Span Wire

**Tilted Lens

*Measured at ±2.5°H ±2.5°V

† Actual Intensity less than ITE specification.

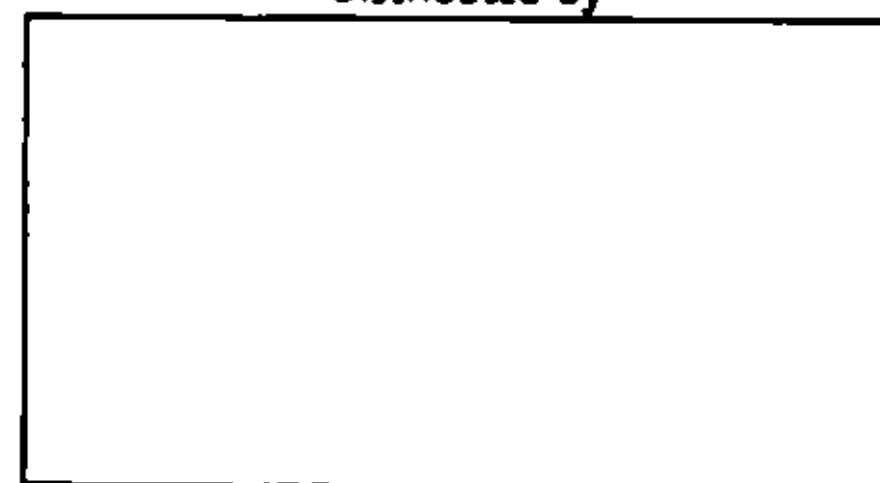
Information provided is subject to change without notice.

All values are design or typical values when measured under laboratory conditions.

For additional technical information or sales support regarding these and other GELcore products, please contact an authorized GELcore distributor, or GELcore via the worldwide web.

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STAFF REVIEW FORM

Sales Tax Info.

A. 7. Page 1

XXXX Agenda Request

____ Contract Review

____ Grant Review

the Fayetteville City Council meeting of: July 16, 2002

FROM:

Stephen DavisBudget & ResearchAdministrative Services

Name

Division

Department

ACTION REQUIRED: Review and Approve Resolution expressing support for amending the state sales tax laws to allow sharing of detail information with the City's Chief Financial Officer. The information shared would be exempt from FOIA.

COST TO CITY:

N/A

Cost of this Request

\$

Category/Project Budget

Category/Project Name

Account Number

\$

Funds Used to Date

Program Name

Project Number

\$

Remaining Balance

Not Applicable

Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached
Budget Manager_____
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: Approve Resolution.

Division Head

Date

Cross Reference

Department Director

Date

New Item: Yes No
Administrative Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

STAFF REVIEW FORM

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody and City Council

THROUGH: Ted H. Webber, Administrative Services Director 

FROM: Stephen Davis, Budget & Research 

DATE: July 1, 2002

SUBJECT: Legislative amendment to allow local government's access to sales tax collection information

The Arkansas Government Finance Officers Association (AGFOA) is requesting local governments adopt a resolution expressing support for an amendment to the sales tax laws to allow more detail information to be shared with the chief financial officer of the city or county.

Current state law exempts detail sales tax collection from the provisions of the FOIA laws and does not allow the State to share detail information with the local governments. The City of Fayetteville would use the more detailed information to prepare revenue estimates for budgetary purposes, use the sales tax data to assist in determining if the appropriate amount of HMR taxes are being reported and remitted, assess the overall economic strength of the community, etc.

If the Legislature does amend the current sales tax law to allow the State to share detail sales tax information with local governments the information sharing would be limited to the jurisdiction's chief financial officer and the data would still be exempt from FOIA.

Staff recommends approval of the resolution.

RESOLUTION NO. _____

A RESOLUTION SUPPORTING LEGISLATION ALLOWING LOCAL GOVERNMENTS TO ENTER INTO A NON-DISCLOSURE AGREEMENT WITH THE ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION REGARDING LOCAL SALES TAX COLLECTION INFORMATION.

WHEREAS, local sales and use taxes provide important revenues to support basic services that communities provide to their citizenry; and

WHEREAS, local sales and use taxes are collected on behalf of local governments by the Arkansas Department of Finance and Administration (ADFA) and ADFA retains three percent (3%) of such local sales and use taxes as a cost of collection on behalf of local governments; and that

WHEREAS, ADFA currently does not provide adequate information regarding the collection and administration of local sales and use taxes to local jurisdictions; and that

WHEREAS, legislation should be enacted permitting the execution of a non-disclosure agreement between local governments and ADFA in order to provide additional information regarding local sales tax collections.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fayetteville, Arkansas:

That the City of Fayetteville hereby supports legislation to revise the collection and administration of local sales and use taxes by authorizing a non-disclosure agreement between the Arkansas Department of Finance and Administration and local governments permitting the release of local sales tax collection information to the chief financial officer of the local government.

PASSED: _____ DRAFT _____

APPROVED: _____ DRAFT _____
Dan Coody, MAYOR

ATTEST: _____ DRAFT _____
Heather Woodruff, CITY CLERK

July 1, 2002

H:\BUDGET\Issuebud\sales tax collection resolution.doc

STAFF REVIEW FORM

RZN 02-7.00

B. 3. Page 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of April 17, 2002.

Item:

Tim Conklin

Planning

Urban Development

Name

Division

Department

ACTION REQUIRED: To approve an ordinance for RZN 02-7.00 as submitted by Lindsey & Associates on behalf of the Estate of Marie Frankie Hughes for property located west of Porter Road and north of Valley Drive, Fayetteville, Arkansas. The property is zoned R-1, Low Density Residential and contains approximately 11.94 acres. The request is to rezone to RMF-12, Moderate Density Family Residential.

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

STAFF RECOMMENDATION: Staff recommended approval and on March 25, 2002 the Planning Commission voted 9-0-0 to recommend approval and to forward the rezoning to the City Council.

Division Head

Date

Cross Reference

Department Director

Date

New Item: **Yes**

Administrative Services Director

Date

Prev Ord/Res #:

Mayor

Date

Orig Contract Date:

Orig Contract Number:

Consent

New Business

heresa M. Bechaud
o Countrywide Home Loans
004 N. College, Suite F.
ayetteville AR 72703
RZN 02-7.00

B. 3. Page 2
risky Joe & William J. Hackler
418 Valley Dr.
ayetteville, AR. 72703

Elizabeth W. Landgraf
426 Valley Dr.
ayetteville, AR. 72703

William D. & Gayle Mckenzie
440 Valley Dr.
ayetteville, AR. 72703

Lois Taylor
2452 Valley Dr.
ayetteville, AR. 72703

Vonda Kay Cook
2464 Valley Dr.
ayetteville, AR. 72703

Barbara E. Fitzpatrick &
Natalie Karnes
2500 Valley Dr.
ayetteville, AR. 72703

William T. Flynt
1332 W. Reed Valley Rd.
ayetteville, AR. 72703

Carl & Sharon Myers
129 Skillern Rd.
ayetteville, AR. 72703

John H. & Billie J. Stewart
11 Megan Dr.
Fayetteville, AR. 72703

Ronald G. &
Krystyna J. Harland
2425 Megan
Fayetteville, AR. 72703

Odell & Danita Ralston
2441 W. Megan Dr.
Fayetteville, AR. 72703

Brian H. & Cindy A. Tippit
2453 Megan
Fayetteville, AR. 72703

Victor M. Linares
2471 Megan
Fayetteville, AR. 72703

Bethel M. Spencer
2485 Megan
Fayetteville, AR. 72703

Christina E.
& Deborah W. Thomas
P.O. Box 1366
Fayetteville, AR. 72702

Christopher A.
& Mary Jo Tucker
2517 Megan Dr.
Fayetteville, AR. 72703

Susan Lee Carter
2531 Megan Dr.
Fayetteville, AR. 72703

Walter R. &
Majorie N. Niblock
P.O. Box 182
Fayetteville, AR. 72702

Deborah Sexton
O. Box 953
Fayetteville, AR. 72702

Robert D.
& Beulah F. Taylor
2577 Megan
Fayetteville, AR. 72703

Christopher O. Mcclung
2591 Megan
Fayetteville, AR. 72703

James E.
& Sue E. Devore
2615 Megan
Fayetteville, AR. 72703

Troy A
& Holli H. Kestner
1240 Porter Rd.
Fayetteville, AR. 72703

Arnold D. Jacqueline S. King
1876 Holly
Fayetteville, AR. 72701

Cynthia O. Grosse
2647 Megan
Fayetteville, AR. 72701

Carl M. & Norma J. Osborn
3048 Straw Berry
Fayetteville, AR. 72703

to Mrs. Everett Luper
1310 Porter Rd.
Fayetteville, AR. 72701

RZN 02-7.00
B. 3. Page 3

eff T. Mattie L. Black
to Mrs. S. Ross
585 S. Sheiffer Rd.
Fayetteville, AR. 72701

Calvary Baptist Church
1410 Porter Rd.
Fayetteville, AR. 72704

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 02-7.00 FOR A PARCEL
CONTAINING APPROXIMATELY 11.94 ACRES AND LOCATED WEST
OF PORTER ROAD AND NORTH OF VALLEY DRIVE, FAYETTEVILLE,
ARKANSAS, AS SUBMITTED BY LINDSEY & ASSOCIATES ON BEHALF
OF THE ESTATE OF MARIE FRANKIE HUGHES.

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

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

From R-1, Low Density Residential to RMF-12, Moderate Density Multi-
Family 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.

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

EXHIBT "A"

PART OF THE SE ¼ OF THE NE ¼ OF SECTION 7, T16N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SE 1/4, NE ¼ THENCE S01°26'00"E 117.21 FEET TO THE POINT OF BEGINNING, THENCE N89°54'11"E 1284.27 FEET, THENCE S00°19'17"E 576.70 FEET TO THE CENTER OF THE CREEK, THENCE ALONG THE CENTER OF SAID CREEK N81°45'11"W 266.74 FEET, THENCE N74°36'06"W 184.84 FEET, THENCE N52°55'14"W 228.36 FEET, THENCE LEAVING SAID CREEK N00°33'08"W 270.60 FEET THENCE WEST 367.52 FEET, THENCE S01°26'00"E 525.11 FEET, THENCE S89°40'05"W 291.00 FEET, THENCE N01°26'00"W 605.74 FEET TO THE P.O.B.; CONTAINING 11.94 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

March 25, 2002

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RZN 02-7.00: Rezoning (Lindsey Properties, pp 402) was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Lindsey Properties for property owned by the estate of Marie Frankie Hughes, Pauline Millsap, Administrator. The subject tract is located west of Porter Road and north of Valley Drive. The property is zoned R-1, Low Density Residential and contains approximately 11.94 acres. The request is to rezone to RMF-12, Moderate Density Multi-Family Residential.

Estes: The next item on the agenda is item number four. This is the first item of new business. This is RZN 02-7.00, submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Lindsey Properties for property owned by the estate of Marie Frankie Hughes, Pauline Millsap, Administrator. The subject tract is located west of Porter Road and north of Valley Drive. The property is zoned R-1, Low Density Residential and contains approximately 11.94 acres. The request is to rezone to RMF-12, Moderate Density Multi-Family Residential. Staff recommends approval of the requested rezoning with the Bill of Assurance offered by the perspective developer based on the findings that are included as a part of your materials. Is the applicant or the applicant's representative present? Do you have a presentation that you would like to make at this time?

Lindsey: I am Lindy Lyndsey. Mr. Chair and fellow Commissioners, we've got Cornerstone Properties, which is just west of this sixteen acres and we are wanting to put 108 units of apartments and 9-10 single family dwelling units. When I first talked to Tim Conklin about this he advised me to contact Mr. Richard Maynard, who is the president of the Asbell Neighborhood Association and at that time he helped us out and we had several meetings with the neighbors. We put this, I want to say a special thank you to Richard for all the work that he has done with us. He stayed neutral in his stance, he got us a meeting. He hand delivered all kinds of stuff to the neighbors and really did a good job for us. We had a meeting with the neighbors and it went really well. We covered a lot of items and are just bringing that forward to you all.

Estes: Thank you Mr. Lindsey. Is there any member of the audience who would like to comment on this rezoning request, 02-7.00? If so, would you please come forward, state your name and provide us with the benefit of your comments?

Maynard: My name is Richard Maynard. I live at 1717 Sang Ave. I am here on behalf of the Asbell Neighborhood Association, the other partner in this. We certainly appreciate being appreciated and Mr. Lindsey's remarks. I just want to explain something about this meeting that we had on February 7th and I think the uniqueness of it. To the best of my knowledge, this kind of meeting has never happened before it went to city planning or before it went to this board. What did happen was Mr. Conklin had

advised Mr. Lindsey that it might be a good idea to talk to the neighborhood. He called me and I said I think the best thing to do would be having the neighborhood meeting. He said good, how do we go about that, what do I need to do? I basically told him he didn't need to do anything but show up. That is basically what we do here as a Neighborhood Association, we do provide that dialogue between the city, the neighbors, the developer. They came on February 7th, presented to us what they wanted to do. There was time for questions, there were a lot of good questions asked, the right questions were asked. After they left we took a straw vote, we even talked about maybe having a follow-up meeting, if people needed to talk about it more. The neighbors said they didn't think that was necessary. We took a straw vote, it was overwhelmingly in favor of this development and afterwards, not to just go on that, there was a task that I thought I could do in an afternoon of calling 90 people and seeing how they felt about this. The problem I had with it is it took hours and hours. What was interesting about this is that everybody was very charged. People didn't just want to say yes or say no, they wanted to say why they were saying yes or saying no to this, what their reasons were. They were excited about being involved in this process. I hope it is a process that we keep encouraging but not really demanding. I do have a copy of this and I want to say something about this vote. I asked Mr. Estes if I could and he said I could. This is about the roll of Neighborhood Associations in these meetings. We took a vote, we absolutely understand that this is not a binding vote, we are not regulatory bodies, we have no statutory authority, all this is is just to get a measure of the will of the neighborhood on how they feel about something going on in their neighborhood. If I may Mr. Chairman, I do have a result of that, copies for you, can I bring those up?

Estes: Yes, please pass them to the clerk.

Maynard: Just a couple more things. I know you have a heavy agenda tonight. The first line there is the total number of people at that meeting, 57. How many voted for and against. If you belong to the neighborhood association you have the right to vote whether you attend the meeting or not so that is the total vote and then these at the bottom, just for your information, incase you are interested, how it broke down street by street to those streets that would be most effected such as Megan Drive or Stable and Arthur Hart. I would like to say one thing about why I think this had such overwhelming support. I guess particularly since we raised such a stink 2 ½ years ago about other apartments that were going in our neighborhood. In fact, one person, a member of our board, voted against it for the very reason that she said I know this is going to come back to bite us. I said she was right, the attempt would come back to bite us. Why would we not want to give up R-1 property two years ago, but this time we

March 25, 2002

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do. I think you folks know as well as we do, every development is different. Every proposal is different. There is nothing similar between those two developments outside the fact that they were apartments. Almost everything else was different. The consensus of those present, or members of the ANA in general, was that of course we would like to see more single family residences in the neighborhood but we don't believe that will happen in this particular 16 acres. Primarily given the amount of fill it would take to lift the and above the floodplain. It just wouldn't be cost effective. Our Vice President, who is here, is a builder himself. He looked at that land at one time possibly to do duplexes and he absolutely passed on it, he just didn't think he could make it work. We figure something is going to go in there, it probably will be apartments, if it is going to be apartments, we would rather it be a Lindsey development. At least we know what we are getting. Especially since this is basically an extension of their Cornerstone apartments directly to the west and it will certainly look better than what is there now, which looks more like a junkyard if you have ever seen that property. That is not my opinion. That is what I heard from the people who I talked to after the meeting. I would also like to add that this is an agreement, whether this means anything to you or not is another thing. It means a lot to us. This is an agreement between Lindsey & Associates and this neighborhood. Had it been another developer, had the example that we had been what was going to go in there for example what is sitting on the corner now at Dean and Porter I could almost guarantee you that the vote would have gone almost four to one the other way. The neighborhood is basically saying that we trust this developer and we appreciate the fact that they showed us the common courtesy and respect to us as property owners and residence to consult with us first about the change they are proposing for our neighborhood, which any zoning definitely is. It wasn't just their coming to talk to us that got the support of 80% of the neighborhood. The neighbors that thought this was not a good development for the neighborhood, they would have thanked the Lindseys but said no thanks. The Lindseys would have been well within their rights, as you know, to present their plans to the board. At least then everyone would know what we were talking about instead of what has happened so often in the past. It certainly happened with me in the past, you've come to oppose something that you are not quite sure what you are opposing. That certainly wasn't the case here. Just a couple of other points I want to make on this. That is basically just how we felt. Just some things that I have heard through the grapevine around the city about what the roll of Neighborhood Associations in these development plans. I certainly do not pretend to speak for my neighborhood. I only speak for the Neighborhood Association, I think that is an important distinction and I certainly pretend to speak for another Neighborhood Association but how we, in the Asbell Neighborhood Association, see ourselves as simply offering the forum for

a developer or the city to come and talk directly to the neighbors. Our role in this doesn't change anything else in place. We could be 100% behind the development and you might find for whatever reason that you don't want to approve it or vice versa, we recognize that. We respect that fact, we are not trying to replace anything. I think if more and more of these meetings happen however, you are going to find less and less of these contentious arguments being played out here before you and the City Council and you having to be forced to be judge and jury and always knowing you are going to make somebody unhappy. This is simply allowing neighbors and what I call potential neighbors to get together and talk and we did it without government help, without the help of lawyers or without their interference. We did it on our own to try to work out our problems instead of running to government anytime you have one. That is how we see our role in this, it is certainly not to replace any other public forum. As I said, it was 80% in favor. That means there were 20% against this and pretty vocally against this. They may have something to say here and they certainly should be listened to. Just a couple of things I want to say about the Bill of Assurance. All of these items, except for one were offered to us by the Lindseys. This was nothing that we had to negotiate and certainly we were not positioning ourselves as negotiators. Again, we were just providing the forum. I think the only thing we ask is that the homes that they offer, that they do be built, that is item F and item A, that the property shall revert back to R-1 zoning in the event the petitioner elects not to develop the property for multi-family use. I understand at least, Mr. Williams can correct me if I am wrong. Should that happen, I think that is an off chance but if they decide not to go through with this, we understand for that zoning to go back to R-1, that would have to go through this board and probably back to the City Council, is that correct? It couldn't just automatically revert?

Williams: I think that is probably correct. It s a legislative action so it would probably have to go back to the City Council.

Maynard: The reason that I brought it up is I just wanted to mention that is, again, what they suggested to us. That is an agreement between Lindsey & Associates and the Asbell Neighborhood Association and we hope if that should happen, I doubt that it will, but if that should happen that you would respect that agreement. One big concern here is of course, traffic. Mr. Lindsey said they are going to do what they can to work with us to help mitigate that. Certainly there will be more traffic on Porter Road. As Mr. Lindsey said, you are just going to have to reconcile that fact. Most people, in large, did reconcile that fact. The one thing we will not reconcile and we should not have to reconcile of course is the drainage. I have said this to Mr. Lindsey, I've said this to Tim Conklin, I have said it to Greg Boettcher, I've said it to the Mayor and I am going to say it to you

folks. The drainage is a big worry, it is a huge worry for us and I think it is for this neighborhood. The neighborhood feels, from past experience, that there is just a high degree of skepticism with the city that it won't be done right, given what happened when Wedington Road was widened. And given what happened when that big dam that we call I-540 was built with not enough culverts under it. It created tremendous drainage problems for people in that neighborhood. I am not implying that the Lindseys would do anything or cut any corners. I don't know what else to do other than ask you, plead with you, please, please, please make sure that this is done right in terms of the drainage. If this were to go wrong and people were starting to bail themselves out, I'm not talking about a repeat of the 1980 flood where we will all be on our roofs. This just has to be done right and it should be done right. The fact that it hasn't been done right in the past, and I hope you can appreciate that people are very skeptical but willing to trust once again. Given our meeting, given the will of the neighborhood, we support this development and we hope you approve it. Thank you for your time.

Estes: Thank you Richard. Is there any other member of the audience who would like to comment on this requested rezoning? Seeing none, I will bring the matter back to the Commission for discussions, motions or comments. Mr. Petrie, would you please comment on the drainage issue, in particular, what requirements are there regarding predevelopment flows and post development flows?

Petrie: When we do have a large scale development presented, the one item the Engineering Division will be checking is to ensure that the post development flows will equal the predevelopment flows. That is the ordinance requirements and that is what we enforce.

Estes: Thank you Mr. Petrie. Are there any other comments?

Shackelford: A question for staff. The Bill of Assurance form that we've been given, is that a form that the city provides to the applicant?

Conklin: That is a form that the City does provide if a Bill of Assurance is going to be offered to us.

Shackelford: Ok, I was questioning number three, specific activities will not be allowed upon petitioner's property to include and that is blank. Is that filled in at a later time?

Conklin: They are not offering anything for number three.

Shackelford: Ok, I just wanted to make sure I was reading that correctly.

Williams: Loren, I created this draft Bill of Assurance because in the past there were a number of Bills of Assurances offered by different developers. They didn't include rights of the city to enforce the Bill of Assurance or other problems so I felt like if we had a draft Bill of Assurance that I felt was enforceable then I would be able to tell you or the City Council that we in fact, did have a Bill of Assurance and therefore, I did draft up something. I simply had number three there where it says specific activities will not be allowed to include; because there might be certain times that that would be applicable but because it is not filled out now it just means that this was not one of those times.

Shackelford: Ok, by the fact that it is blank, we just read that to mean that there are no restrictions in that area.

Williams: That is correct.

Estes: Thank you Mr. Williams. Is there any discussion or any motions?

Motion:

Marr: I will move for approval and recommendation to the City Council, the rezoning 02-7.00 based on our staff report and the attached Bill of Assurance that goes with this item.

Estes: We have a motion by Commissioner Marr to approve RZN 02-7.00, is there a second?

Shackelford: I will second.

Estes: We have a second by Commissioner Shackelford. Is there any discussion?

Hoffman: I just want to commend both parties for doing their homework ahead of time. It really indeed does make our job much easier and I would like that those of you in the audience who might be here on other contentious projects and those of you that may be watching tonight, take due note of this. It really does do wonders to be able to sit down across the table from each other and work things out. Thank you both.

Estes: Thank you Commissioner Hoffman. We have a motion by Commissioner Marr and a second by Commissioner Shackelford for approval of RZN 02-7.00, is there any other discussion? Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to recommend approval of RZN 02-7.00 to the City Council was approved by a vote of 9-0-0.

Estes:

The motion to passes unanimously. RZN 02-7.00 will be forwarded to the Fayetteville City Council with a do pass recommendation by the Planning Commission. Thank you Mr. Lindsey.

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: Dawn T. Warrick, Senior Planner
THRU: Tim Conklin, A.I.C.P., City Planner
DATE: March 25, 2002

RZN 02-7.00: Rezoning (Lindsey Properties, pp 402) was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Lindsey Properties for property owned by the estate of Marie Frankie Hughes, Pauline Millsap, Administrator. The subject tract is located west of Porter Road and north of Valley Drive. The property is zoned R-1, Low Density Residential and contains approximately 11.94 acres. The request is to rezone to RMF-12, Moderate Density Multi-Family Residential.

RECOMMENDATION:

Staff recommends approval of the requested rezoning with the Bill of Assurance offered by the prospective developer based on the findings included as part of this report.

PLANNING COMMISSION ACTION:	Required	<u>YES</u>
	☐ Approved	☐ Denied

Date: March 25, 2002

CITY COUNCIL ACTION:	Required	<u>YES</u>
	☐ Approved	☐ Denied

Date: April 16, 2002 (1st reading)

Comments: _____

BACKGROUND:

The subject property is located west of Porter Road, south of Megan Drive and north of Wedington Drive (Hwy 16W). The applicant is proposing to purchase the subject property in addition to adjacent property which is currently zoned R-1 and is not a part of the requested rezoning. A development including both multi-family and single family dwellings is the goal of this rezoning request.

During the past several months, the applicant has met with the neighborhood association in which the property is located. Through these meetings and discussions, the neighborhood has been introduced to the developer's plans and the developer has had an opportunity to better understand concerns of the area residents.

A bill of assurance has been offered by this applicant which provides for screening, a maximum density and other terms and conditions for a development which would result from a successful rezoning (see attached).

Rezoning the property from R-1 to RMF-12 will increase the maximum density permitted by ordinance from 47 units to 143 units. In the applicant's bill of assurance, the number of multi-family dwellings for this tract is limited to 108 units (9 – 12 unit apartment buildings).

Surrounding properties include single family residences, a non-conforming mobile home park, and apartments. There is a substantial amount of property within this site which is affected by floodplain and floodway. At the time of development, specific issues such as lot size, access and grading will have to be addressed concerning these areas.

SURROUNDING LAND USE AND ZONING

North:	Vacant / Single family homes, R-1
South:	Single family homes / Mobile home park, R-1
East:	Single family homes, R-1
West:	Apartments / Vacant, R-2 & R-1

INFRASTRUCTURE:

This property is located north of Wedington Drive (Hwy 16W) which has recently been

improved to five lanes in this area. Access to Wedington Drive from the subject tract is from Porter Road. Porter Road is classified a collector on the City's adopted Master Street Plan. At the time of development, dedication of sufficient right of way as well as possible improvements or contributions for Porter Rd. will be addressed.

Access to water is available along Porter Rd. and an 8" sewer line is located on site. The applicant will be responsible for ensuring that adequate utility facilities are extended to the site to serve any proposed development.

LAND USE PLAN: General Plan 2020 designates this site Residential. Rezoning this property to RMF-12, Moderate Density Multi-family 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: The proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans. The City's adopted General Plan 2020 specifies that "this land use plan establishes a policy for residential areas to be planned as traditional neighborhoods containing a mix of different densities, housing types, and lot sizes."

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

Finding: The proposed zoning is justified in that it is consistent with adopted land use plans and policies of the City. It is needed in order to provide a development in this location which is designed to provide a mix of housing types and densities as proposed by this developer.

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

Finding: The proposed zoning will provide for an increase in potential traffic, however with conditions placed at the time of development as needed for street improvements and connectivity, the increase is not expected to appreciably increase traffic danger and congestion in this area. Access to Wedington Drive (Hwy 16W) connecting to I-540 is available from this subject property by way of Porter Road.

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 allow for a more dense population on the subject 11.94 acres. The requested RMF-12 district would allow for a total of 143 units. The applicant has offered a Bill of Assurance limiting this number to 108. With current zoning in place (R-1) the property would allow for a total of 47 dwelling units. The increase contemplated with this rezoning should not undesirably increase the load on public services. Additional consideration to access and use of public services (water, sewer and street systems) will be reviewed at the time of development of the subject property.

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

BILL OF ASSURANCE FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, **Cornerstone Apartments, Phase II, a Limited Partnership** (hereinafter "Petitioner"), hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

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 and multifamily residential use.
2. Other restrictions including number and type of structures upon the property are limited to nine 12-unit apartment buildings and no more than ten single-family lots.
3. Specific activities will not be allowed upon Petitioner's property include:

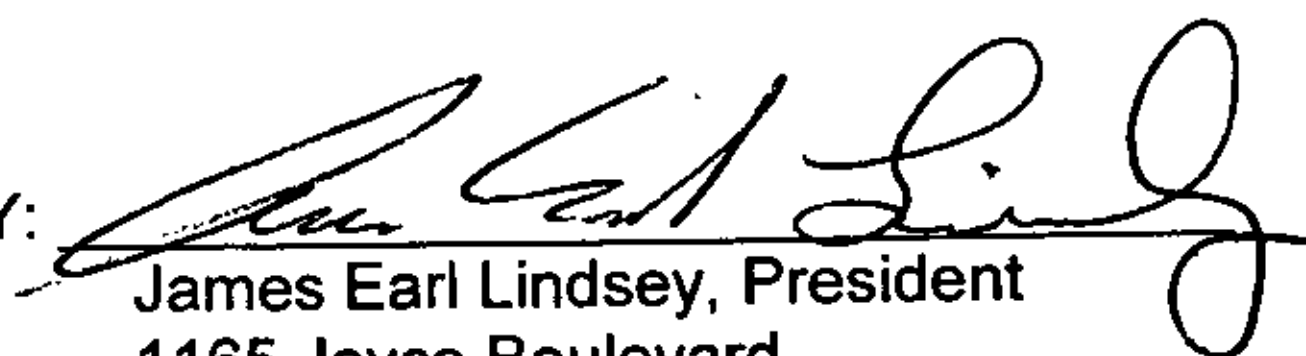
4. Any other terms or conditions:
 - a. Petitioner's property shall revert back to R-1 zoning in the event Petitioner elects not to develop the property for multifamily use.
 - b. Petitioner will install a 6' wooden privacy fence, a 6' wrought iron fence or a privet hedge along the north side of Petitioner's property. The choice of design may be selected by a majority of adjoining property owners on Megan Drive, but the installation must be uniform along the property line.

- c. Petitioner will establish covenants for the single-family portion of the development that are compatible with covenants for the Megan Drive addition.
 - d. Petitioner will plant twenty 6' Loblolly Pine trees along the south boundary as a buffer for residents of Valley Drive.
 - e. The preliminary plat and Large Scale Development for Cornerstone Apartments, Phase II and the associated single-family development will be submitted simultaneously.
 - f. Within two years after approval of Petitioner's large scale development, Petitioner will have either commenced construction of houses on the single-family lots or will have listed the lots for sale.
5. 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, I, James Earl Lindsey, President of Cornerstone Apartments Management Company, Inc., the General Partner of Cornerstone Apartments, Phase II, a Limited Partnership, as the owner, developer or buyer (Petitioner) voluntarily offer all such assurances and sign my name below.

CORNERSTONE APARTMENTS, PHASE II,
A LIMITED PARTNERSHIP
BY: CORNERSTONE APARTMENTS
MANAGEMENT COMPANY, INC.,
ITS GENERAL PARTNER

BY:



James Earl Lindsey, President
1165 Joyce Boulevard
Fayetteville, AR 72703

Date:

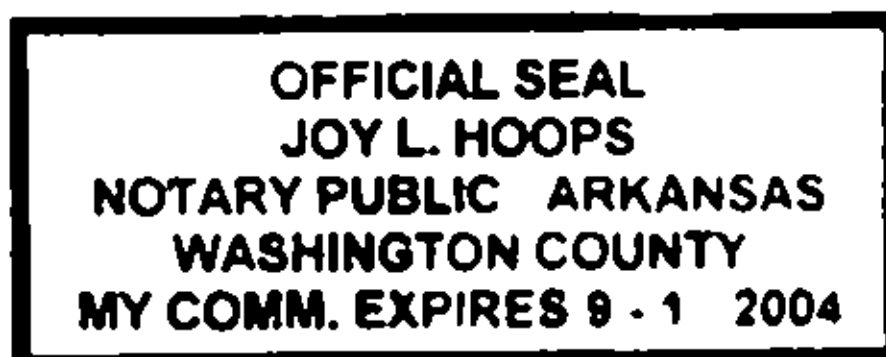
3-19-02

NOTARY OATH

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

And now on this 19th day of March, 2002, appeared before me, James Earl Lindsey, President of Cornerstone Apartments Management Company, Inc., the General Partner of Cornerstone Apartments, Phase II, a Limited Partnership, and after being placed upon his oath swore or affirmed that he agreed with the terms of the Bill of Assurance and signed his name above.

My Commission Expires:



Joy L. Hoops
Notary Public

ASBELL NEIGHBORHOOD ASSOCIATION

**2615 Megan Drive
Fayetteville, Arkansas 72703**

This is a summary of the "vote" of the Asbell neighbors regarding the proposed rezoning and development of RZN 02-7.00, located west of Porter Road and north of Valley Drive. The vote was taken by phone after the meeting on February 7, 2002, between Lindsey Management and the Asbell neighbors at Calvary Baptist Church. The meeting was open for all residents of the Asbell area who resided or owned property within the boundaries of the neighborhood association. The meeting was advertised three weeks prior to the meeting to association members and 5 to 7 days before the meeting to the neighborhood by canvassing door-to-door with flyers.

We realize there is nothing binding in this vote. It is presented to you, the planning commissioners for the City of Fayetteville, simply to give you an idea of the opinion of the neighborhood about this rezoning and development.

Feb. 7 Meeting – 57 people attending

	<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Unknown*</u>
Total Present	38	12	5	2
Total (including ANA members not present)	59	14	16	14

The following results are a breakdown of the above results of the streets in the neighborhood most affected by the proposal. The numbers do not add up to the totals listed below since they only include certain areas or streets of the neighborhood.

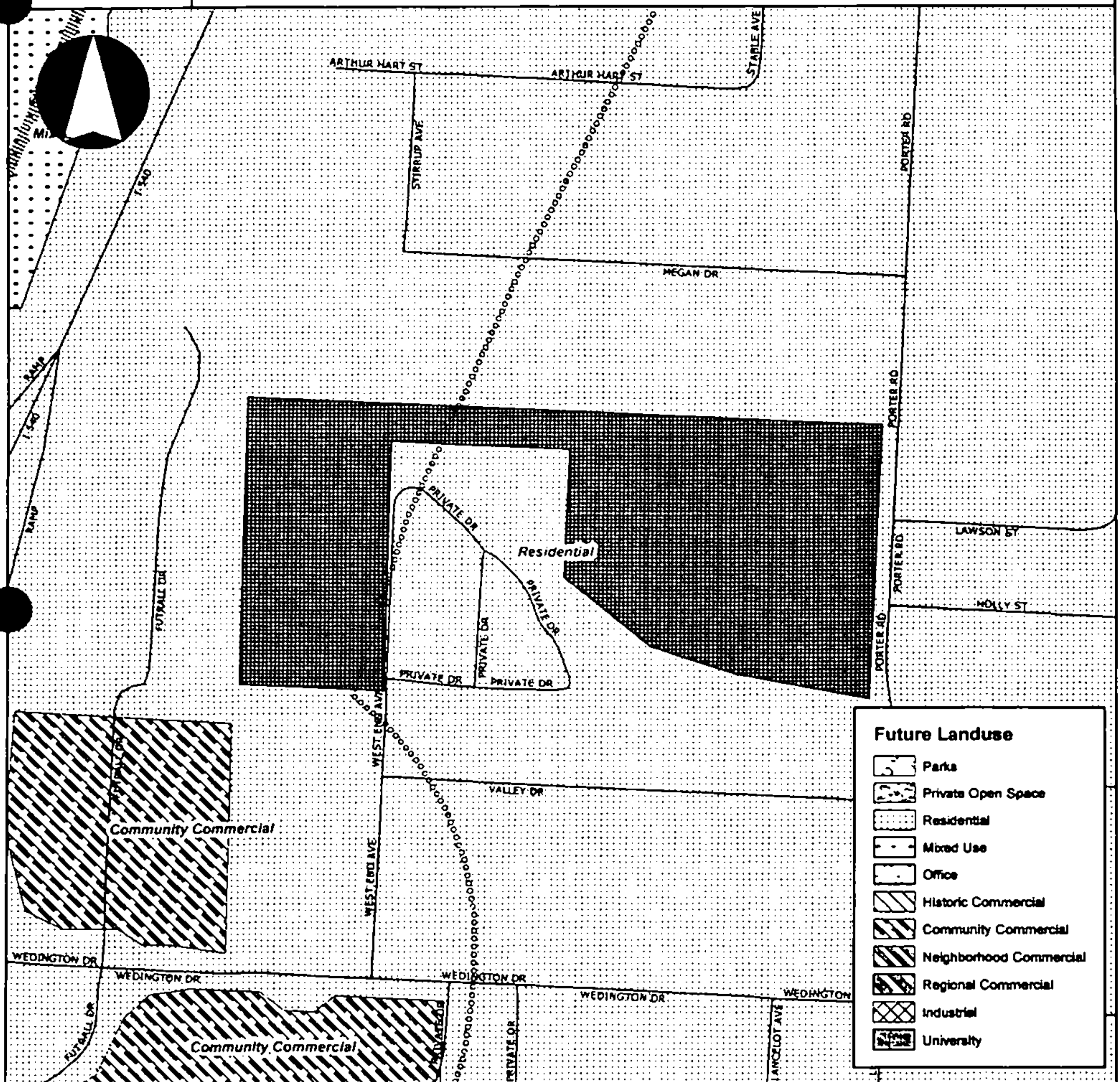
	<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Unknown*</u>
Megan Drive	10	2	0	0
Stable/Arthur Hart/ Houston	10	2	2	0
Porter	7	0	0	0
Holly	10	3	0	0
Hatfield/Valley	5	1	0	0
Lawson	8	1	2	0

** "Unknown" means the people were either at the meeting and/or association members but could not be reached for a vote.*

RZN02-07.00

Future Landuse

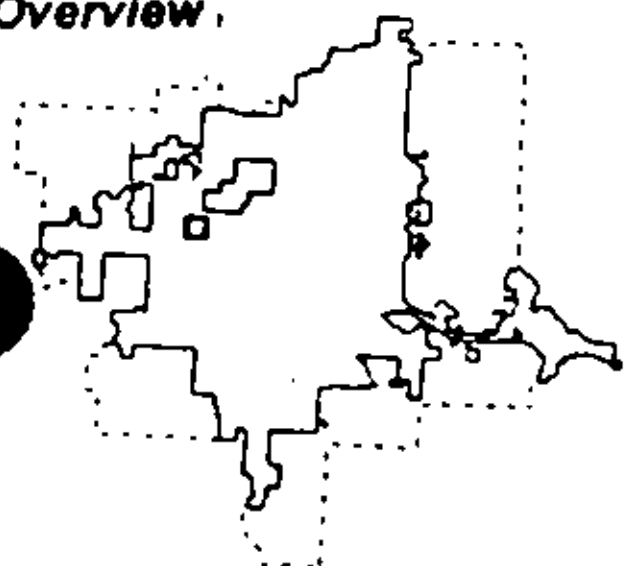
LINDSEY PROPERTIES



Future Landuse

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University

Overview



Legend

Subject Property

RZN02-07.00

Streets

- Existing
- Planned

Boundary

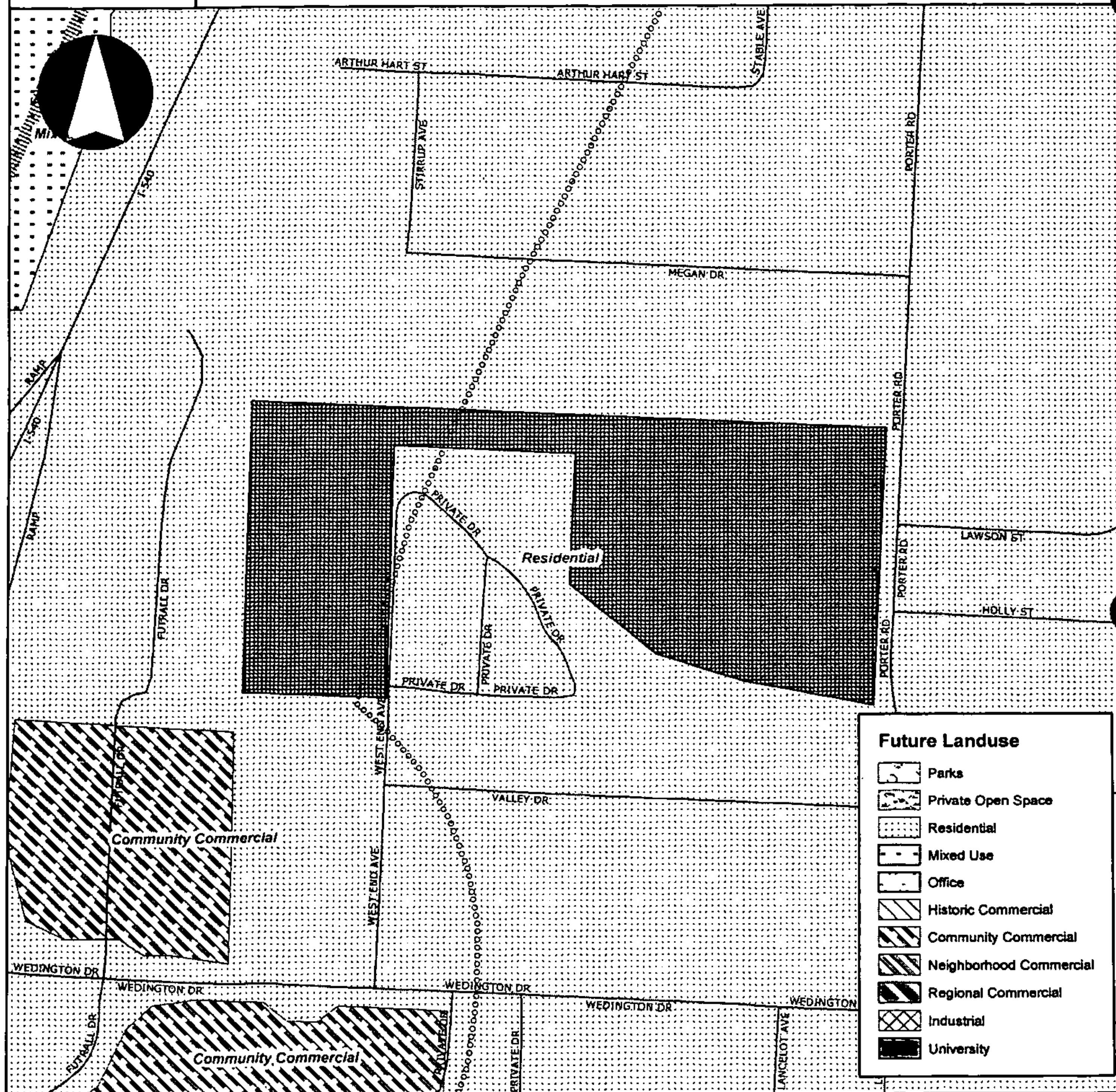
- Planning Area
- Overlay District
- City Limits

0 125 250 500 750 1,000 Feet

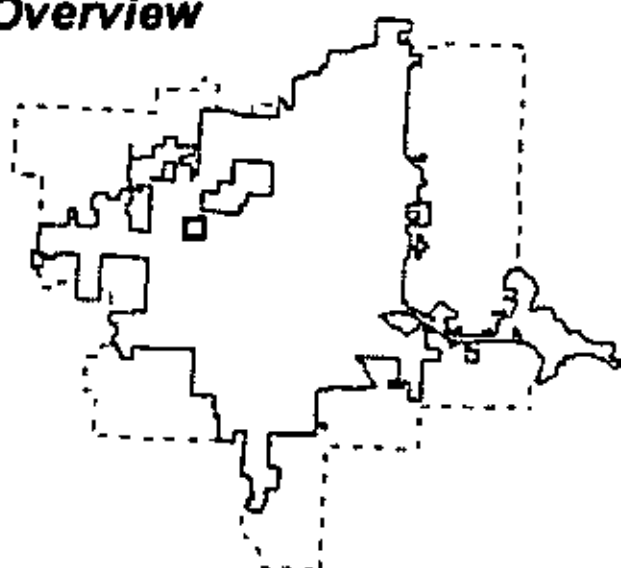
RZN02-07.00

Future Landuse

LINDSEY PROPERTIES



Overview



Legend

Subject Property

RZN02-07.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

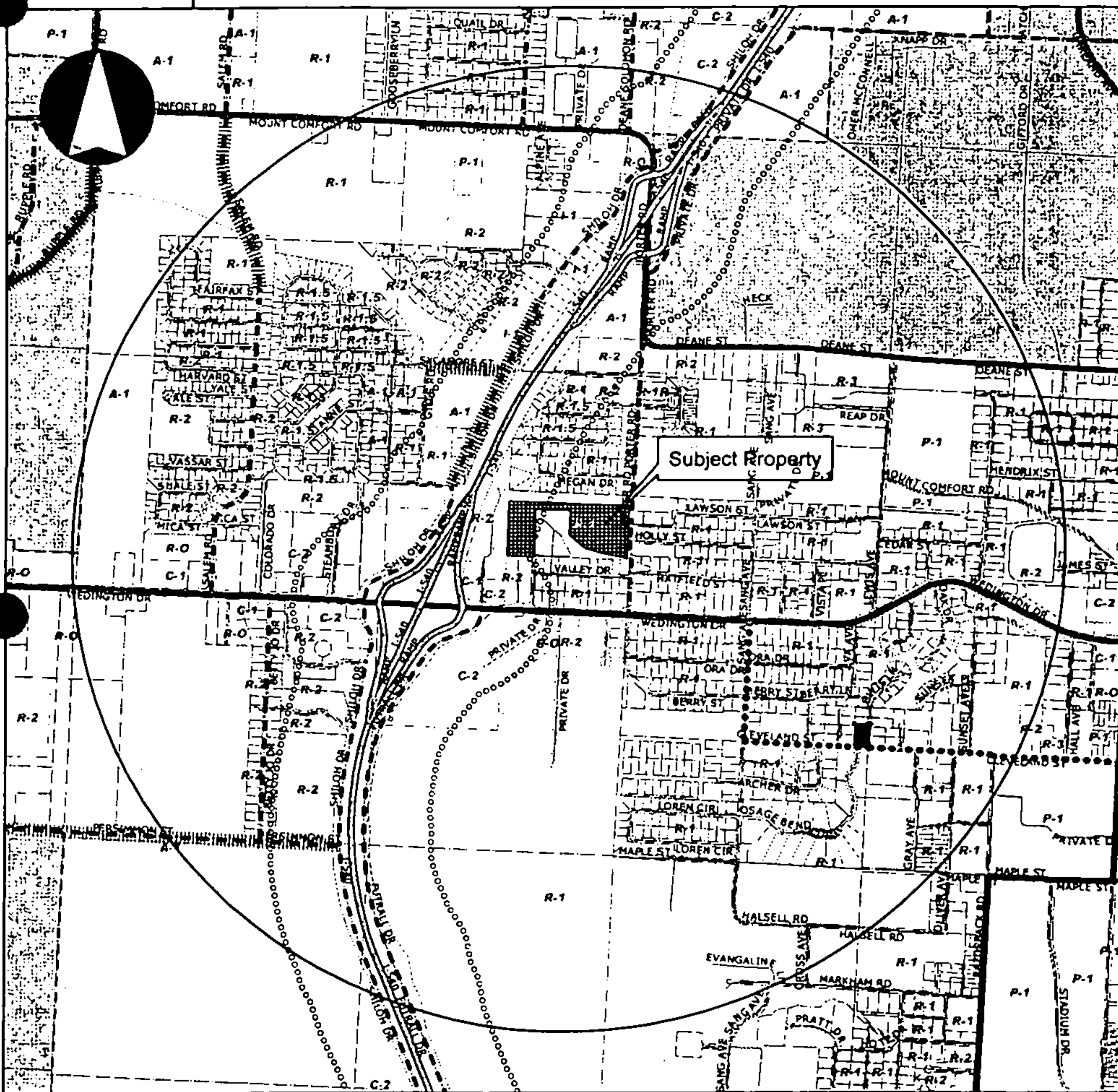
City Limits



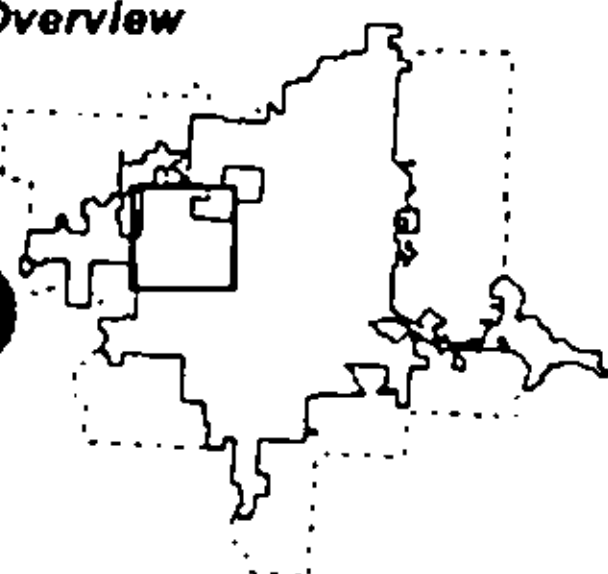
RZN02-07.00

One Mile View

LINDSEY PROPERTIES



Overview



Legend

Subject Property



Streets

Existing



Planned

Boundary

Planning Area

Overlay District

City Limits

 Outside City

Master Street Plan

 Freeway/Expressway

Principal Arterial

 Minor Arterial

Collector

 Historic Collector

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of July 16, 2002.

FROM: _____
Tim Conklin _____ Planning _____ Urban Development _____
Name _____ Division _____ Department _____

ACTION REQUESTED: To approve an ordinance nullifying and revoking rezoning ordinance No. 3750 for property described in zoning petition R93-50 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.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached _____
Budget Coordinator _____ Administrative Services Director _____

CONTRACT/GRANT/LEASE REVIEW: _____ GRANTING AGENCY: _____
Accounting Manager _____ Date _____ ADA Coordinator _____ Date _____
City Attorney _____ Date _____ Internal Auditor _____ Date _____
Purchasing Officer _____ Date _____

STAFF RECOMMENDATION: Staff recommends approval.

Division Head _____ Date _____
Hugh Earnest _____ *6-26-02*
Department Director _____ Date _____
W. H. Hulse _____ *7/2/02*
Administrative Services Director _____ Date _____
Dan Cooley _____ *7/2/02*
Mayor _____ Date _____

Cross Reference

New Item: **Yes** **No**
Prev Ord/Res#: _____
Orig Contract Date: _____

✓

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville City Council
FROM: Dawn T. Warrick, Senior Planner
THRU: Hugh Earnest, Urban Development Director
DATE: June 24, 2002

BACKGROUND

R93-50 was approved by the Fayetteville City Council December 21, 1993 with ordinance no. 3750. This action rezoned a small parcel of property (approximately 0.97 acres) at 2220 E. Huntsville Rd. for the specific use of a meat packing operation. The City Council at the time of rezoning did accept a bill of assurance from the property owner with the following conditions:

1. "To limit the use of the property only to meat packing operations.
2. That, in the event that the above condition is not met, that zoning on the parcel would revert to R-1."

The original zoning on the property was R-1, Low Density Residential. The action of the City Council with ordinance no. 3750 changed the zoning of the described property to I-2, General Industrial.

In recent months, the Planning Division has had several inquiries regarding this property. It has been vacant for some time. The property owner visited with staff in January of this year and requested that no action be taken to change the zoning of the property until after February 15, 2002. Staff has notified the property owner that a request is being processed for City Council consideration of an ordinance to change the property's zoning designation back to R-1, Low Density Residential as required by the bill of assurance.

CURRENT STATUS

Planning staff has prepared an ordinance and background materials for City Council consideration. This item has not been heard by the Planning Commission.

RECOMMENDATION

Staff recommends approval of the rezoning.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

June 18, 2002

Mr. William Sweetser
590 West Poplar Street
Fayetteville, AR 72703

Re: Property at 2220 E. Huntsville Rd., Fayetteville
Formerly Mhoon Beef Company

Dear Mr. Sweetser:

This letter is to follow up on our conversation early this year regarding the zoning and use of the above mentioned property. As you are aware, the use of this property is restricted to meat packing operations, by means of a bill of assurance proffered by the previous owner. A condition of the rezoning which allowed the property to be used for meat packing was that unless the property was used for that specific purpose, the zoning would revert back to R-1, Low Density Residential.

When you met with Tim Conklin and myself regarding the above mentioned property, we decided that it would be appropriate to wait until mid February to process the necessary documents to change the zoning from Industrial back to Residential as is the condition of the zoning approval that was granted by the City Council in 1993. Obviously it is well past mid February, and the Planning Division has now prepared documentation to process a nullification of the previous zoning ordinance to the City Council for action. This item will be placed on the City Council agenda for July 16, 2002.

Should you have any questions regarding this information, you may contact the Planning Division at 575-8264.

Sincerely,



Dawn T. Warrick
Senior Planner

cc: Tim Conklin, City Planner
Hugh Earnest, Urban Development Director
Kit Williams, City Attorney

ORDINANCE NO. _____

AN ORDINANCE NULLIFYING AND REVOKING REZONING
ORDINANCE NO. 3750.

WHEREAS, Ordinance No. 3750 rezoned that property described in rezoning petition R93-50 for a parcel containing approximately 0.97 acres located at 2220 E. Huntsville Road from R-1, Low Density Residential District to I-2, General Industrial District; and

WHEREAS, the property owner voluntarily offered to execute a bill of assurance to limit the use of the property to only meat packing operations; and

WHEREAS, the bill of assurance proffered by the property owner specifies that in the event that the property is not used for meat packing operations, the zoning on the parcel would revert to R-1, Low Density Residential; and

WHEREAS, the property has not been used for meat packing operations for several years.

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

Section 1. That Ordinance No. 3750 is hereby nullified and revoked and the property described therein as set out in Exhibit A attached hereto is here by changed back to its original zoning classification as follows:

From I-2, General Industrial District to R-1, Low Density Residential District.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 2002.

APPROVED: _____
By: _____
Mayor

DRAFT

ATTEST:

By: _____
City Clerk

EXHIBIT "A"

**LEGAL DESCRIPTION FOR R93-50
(ORDINANCE NO. 3750)**

Part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 23, Township 16 North, Range 30 West, described as beginning 326.26 feet South and 334.77 feet East of the Northwest Corner of said Northwest Quarter of the Northeast Quarter, thence East 210 feet, thence South 192.6 feet to the North right-of-way line of Arkansas State Highway 16, thence along said right-of-way line S $85^{\circ} 15' 46''$ W 210.72 feet, thence North 210 feet to the point of beginning, containing 0.97 acres, more or less.

Record 1 of 1 Last Updated 06/17/02

Parcel Number: 765-15187-000 Prev. Parcel Number: 148260-000-000 Type: CI

Location: 0

Owner Name: SWEETSER, WILLIAM G. & KELLY L.

Mailing Address: 590 W POPLAR FAYETTEVILLE AR 72703

Lot:

Block:

S-T-R: 23-16-30

Addition: 23-16-30 FAYETTEVILLE OUTLOTS

School District: FAYETTEVILLE SCHOOLS

Tax District: 011

City: FAYETTEVILLE

Legal: PT NW NE 1A 210/194.21/210.39/210

Current Year A79 Credit Status: V

Last Assessed: 2001

	Appraised Value	Taxable Value
Land	84,300	14,901
Improvement	15,750	3,150
Total	100,050	18,051

Tax History

Year	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Total Tax	Total Tax Paid	A79 Credit	A79 Status	Payment Status
2001	\$937.93	\$0.00	\$0.00	\$0.00	\$937.93	\$0.00	\$0		
2000	\$861.53	\$0.00	\$0.00	\$0.00	\$861.53	\$861.53			PAID
1999	\$840.19	\$0.00	\$0.00	\$0.00	\$924.21	\$924.21			PAID
1998	\$841.83	\$0.00	\$0.00	\$0.00	\$973.11	\$973.11			PAID
1997	\$841.83	\$0.00	\$0.00	\$0.00	\$969.91	\$969.91			PAID
1996	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			PAID
1995	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			PAID

Available Tax Payment Receipt(s)

Year	Receipt #	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty Tax	Payment
2000	11923	\$861.53	\$0.00	\$0.00	\$0.00	\$0.00	\$861.53
1999	14364	\$840.19	\$0.00	\$0.00	\$0.00	\$84.02	\$924.21
1998	3395	\$841.83	\$0.00	\$0.00	\$0.00	\$131.28	\$973.11

Deed History

Date	Book	Page	Grantee1	Grantee2	Deed Type	Sale Amount	Revenue Amount
10/23/2001	2001	135102	SWEETSER, WILLIAM G. & KELLY L.		WD	55,000	181.50
LRR 2001-135102 WD 181.50 (55M)							

1/11/1999	99	5396	MCILROY BANK & TRUST, AN AR	BANKING CORP.	CD	0	0.00
KRB 99-5396 CD NO REV							

9/23/1996 96 60478 HEATH,
MICHAEL &
LORI L. WD 67,000 221.10
KDC 96-60478 WD \$221.10 (67M)

9/24/1993 93 55504 WATSON,
DANNY RAY QC 0 0.00
QCD NO REV FR ROBERT D. MHOON ET UX. 93-55505 - QCD NO
REV FR JIM WATSON ET UX.

1/1/1985 935 174 WATSON, JIM &
DANNY RAY 0 0.00

[Next Item](#) | [Previous Item](#) | [Return to Search Results](#) | [Modify Search](#) | [New Search](#)

MICROFILMED

RECORD
'94 NOV 3 PM 1 01
WASHINGTON CO AR
A. KOLLMEYER

ORDINANCE NO. 3750

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION R93-50 FOR A PARCEL
CONTAINING APPROXIMATELY 0.97 ACRES LOCATED AT
2220 E. HUNTSVILLE REQUESTED BY JIM AND DANNY
WATSON.

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:

R93-50 for the real property described in Exhibit "A" attached hereto and made
a part hereof.

From R-1, Low Density Residential District to I-2, General Industrial District.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is
hereby amended to reflect the zoning change provided in Section 1 above.

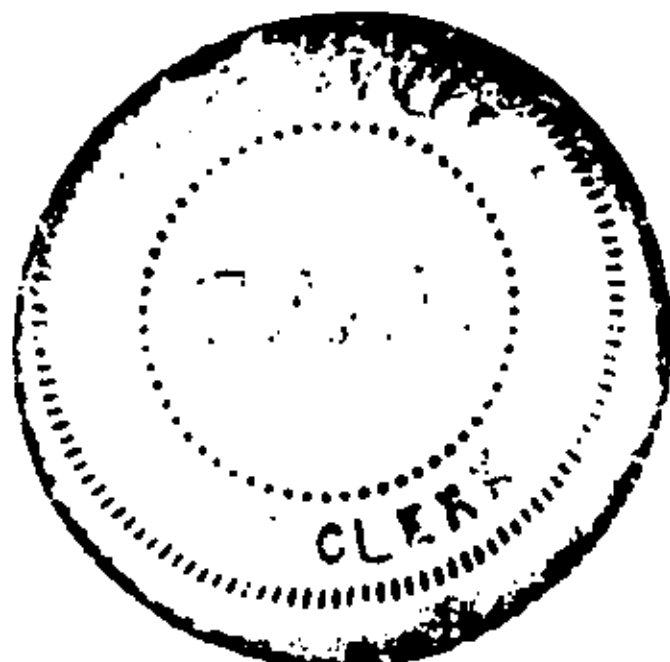
PASSED AND APPROVED this 21st day of December, 1993.

APPROVED:

By: Fred Hanna
Fred Hanna, Mayor

ATTEST:

By: Sherry L. Thomas
Sherry L. Thomas, City Clerk



94000151

EXHIBIT "A"

LEGAL DESCRIPTION FOR R93-50

Part of the NW¼ of the NE¼ of Section 23, Township 16 North, Range 30 West, described as beginning 326.26 feet South and 334.77 feet East of the Northwest Corner of the said Northwest Quarter of the Northeast Quarter, thence East 210 feet, thence South 192.6 feet to the North right-of-way line of Arkansas State Highway 16, thence along said right-of-way line S 85° 15' 46" W 210.72 feet, thence north 210 feet to the point of beginning, containing 0.97 acres, more or less.

94000152

BILL OF ASSURANCE

Comes now DANNY WATSON, Owner of MHOON BEEF, hereby covenant and agree to the following conditions for that property hereinafter described:

1. To limit the use of the property only to meat packing operations.
2. That, in the event that the above condition is not met, that zoning on the parcel would revert to R-1.

Subject property is located at 2220 E. Huntsville Road and is more particularly described as follow, To-Wit:

Part of the NW1/4 of the NE1/4, Section 23, T-16-N, R-30-W, described as beginning 326.26 ft. South and 334.77 ft. East of the NW corner of the said NW1/4 of the NE1/4, thence East 210 ft., thence South 192.6 ft. to the North right of way line of Ar. St. Hwy. 16, thence along said right of way line S85 15'46" W 210.72 ft., thence north 210 ft. to the point of beginning, containing 0.97 acre, more or less.

The undersigned agree that their successors and assigns shall be bound by this Agreement, and that this Agreement shall constitute a covenant running with the land and shall be binding on any transferee from the undersigned owner in the event of a sale or conveyance of said property, or any part thereof at a future date.

94000153

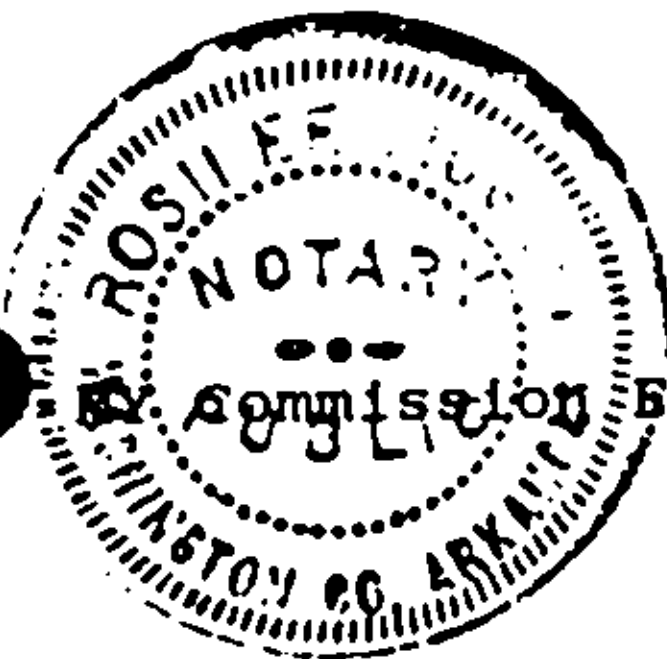
IN WITNESS whereof the undersigned do affix his signatures hereto
this 3rd day of December, 1993 in Fayetteville, Arkansas.

Danny Watson
Danny Watson, Owner

STATE OF ARKANSAS)
) SS
COUNTY OF WASHINGTON)

ON THIS day personally appeared before the undersigned, a Notary
Public within and for the County and State aforesaid, duly
qualified, commissioned and acting, DANNY WATSON, to me well known
as the person who signed the above BILL OF ASSURANCE and the
current owner of the subject property, and stated he had executed
the same for the considerations and purposes mentioned and set
forth.

Rosilee Mungley
Notary Public



94000154

December 21, 1993

Frederick stated if the City did not acquire this easement, the airport would lose its minimum standards which would render it useless in any conditions other than VFR.

Upon roll call, the ordinance passed by a vote of 8 to 0.

ORDINANCE 3748 APPEARS ON PAGE 89 OF ORDINANCE BOOK XXV //

ANNEXATION & REZONE R93-22

Mayor Hanna introduced consideration of an ordinance annexing 233 acres located on the east side of Salem Road and north of Mt. Comfort and rezoning the land from A-1, Agricultural, to R-1, Low Density Residential, as requested by Mel Milholland on behalf of Howard Davis for JED Development. The Planning Commission voted 6-2-0 to recommend the annexation and rezoning subject to phasing the entire development to planned infrastructure improvements.

City Attorney Jerry Rose read the ordinance. Williams, seconded by Odom, made a motion to suspend the rules and place the ordinance on its second reading. Upon roll call, the motion passed by a vote of 8 to 0, and the City Attorney read the ordinance for the second time. Miller, seconded by Edens, made a motion to further suspend the rules and place the ordinance on its third and final reading. Upon roll call, the motion passed by a vote of 8 to 0, and the City Attorney read the ordinance for the third time.

Upon roll call, the ordinance passed by a vote of 8 to 0.

ORDINANCE 3749 APPEARS ON PAGE 91 OF ORDINANCE BOOK XXV //

REZONE R93-50

Mayor Hanna introduced consideration of an ordinance rezoning .97 acres located at 2220 E. Huntsville Road from R-1, Low Density Residential, to I-2, General Industrial, as requested by Jim and Danny Watson. The Planning Commission voted 8-0-0 to recommend the rezoning subject to a Bill of Assurance offered by the applicant restricting the use of the site only for meat packing purposes.

City Attorney Jerry Rose read the ordinance. Williams, seconded by Odom, made a motion to suspend the rules and place the ordinance on its second reading. Upon roll call, the motion passed by a vote of 8 to 0, and the City Attorney read the ordinance for the second time. Williams, seconded by Miller, made a motion to further suspend the rules and place the ordinance on its third and final reading. Upon roll call, the motion passed by a vote of 8 to 0, and the City Attorney read the ordinance for the third time.

Upon roll call, the ordinance passed by a vote of 8 to 0.

ORDINANCE 3750 APPEARS ON PAGE 97 OF ORDINANCE BOOK XXV //

Planning Commission
November 22, 1993
Page 8

PUBLIC HEARING - REZONING R93-50
JIM & DANNY WATSON - 2220 E. HUNTSVILLE

The next item was a public hearing for Rezoning R93-50 submitted by Jim and Danny Watson for property located at 2220 E. Huntsville Road. The request is to rezone .97 acres from R-1, Low Density Residential, to I-2, Heavy Industrial.

Mr. Conklin explained the applicant had petitioned for I-2 zoning in order to add on to the existing building. He pointed out that, under Section 160.135, a nonconforming use, such as Mhoon Beef, could not be enlarged or expanded within an R-1 zone. He explained the existing structure on the site had been used as a meat packing plant by Mhoon Beef for over 30 years. He advised I-2 (Unit 23) was the only zone which allowed meat packing as a use by right.

He stated the applicant had voluntarily offered a Bill of Assurance restricting the use of the land to only meat packing. He explained this project would not be required to go through Large Scale Development since the addition would not exceed 10,000 square feet.

He reviewed surrounding land use and zoning: to the north was vacant land zoned R-1, to the east was developed as single family and zoned R-1, to the south was developed commercially and zoned C-1, and to the west was developed as single family and zoned R-1.

Mr. Conklin recommended approval of the requested rezoning with the acceptance of the Bill of Assurance offered by the applicant restricting the use of the site for meat packing uses only. He pointed out the use had existed on the subject site for over 30 years and the applicant was requesting the rezoning in order to expand the existing operation.

Ms. Britton asked if vegetative screening would be required around the subject property.

Ms. Conklin explained either vegetation or fencing would be required on three sides (the north, west and east).

Mr. Reynolds advised he had discussed the rezoning with the neighbors and they had no objections to the rezoning. He pointed out the business had been located at the site for over 30 years.

MOTION

Mr. Reynolds moved to recommend approval of the rezoning subject to staff comments.

Mr. Pummill seconded the motion.

The motion carried 8-0-0.

RZN93-50.00

Future Landuse

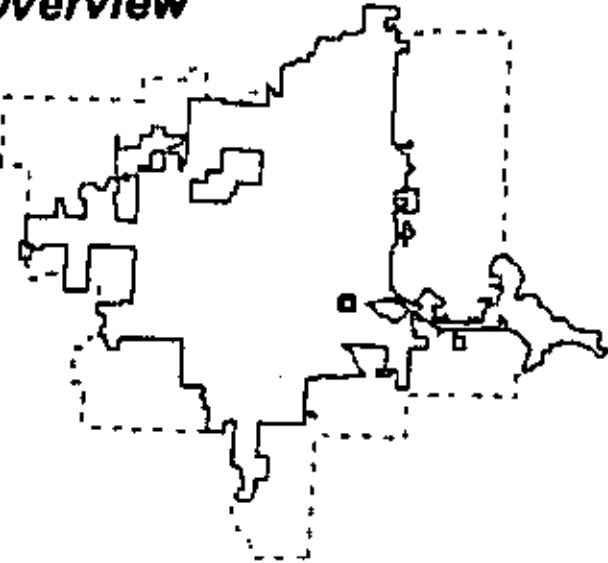
ORDINANCE 3750



Future Landuse

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University

Overview



Legend

Subject Property
 RZN93-50.00

Streets
~ Existing
~ Planned

Boundary
~ Planning Area
o-o-o-o-o Overlay District
- - - City Limits



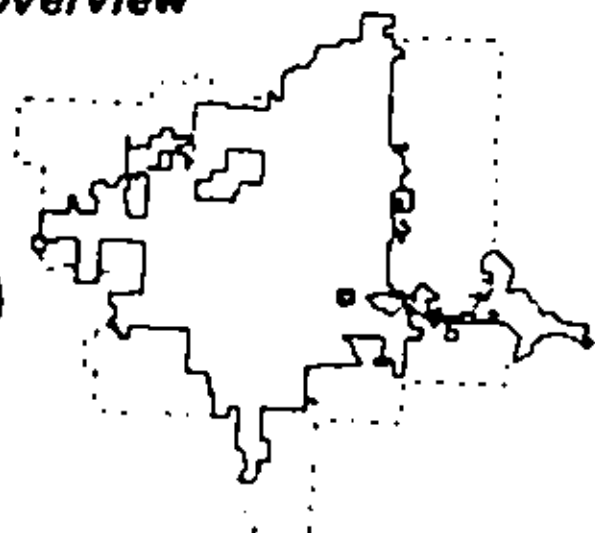
RZ93-50.00

Close Up View

ORDINANCE 3750



Overview



Legend

Subject Property

RZ93-50.00

Streets

Existing
 Planned

Boundary

Planning Area
 Overlay District
 City Limits
 Outside City

Master Street Plan

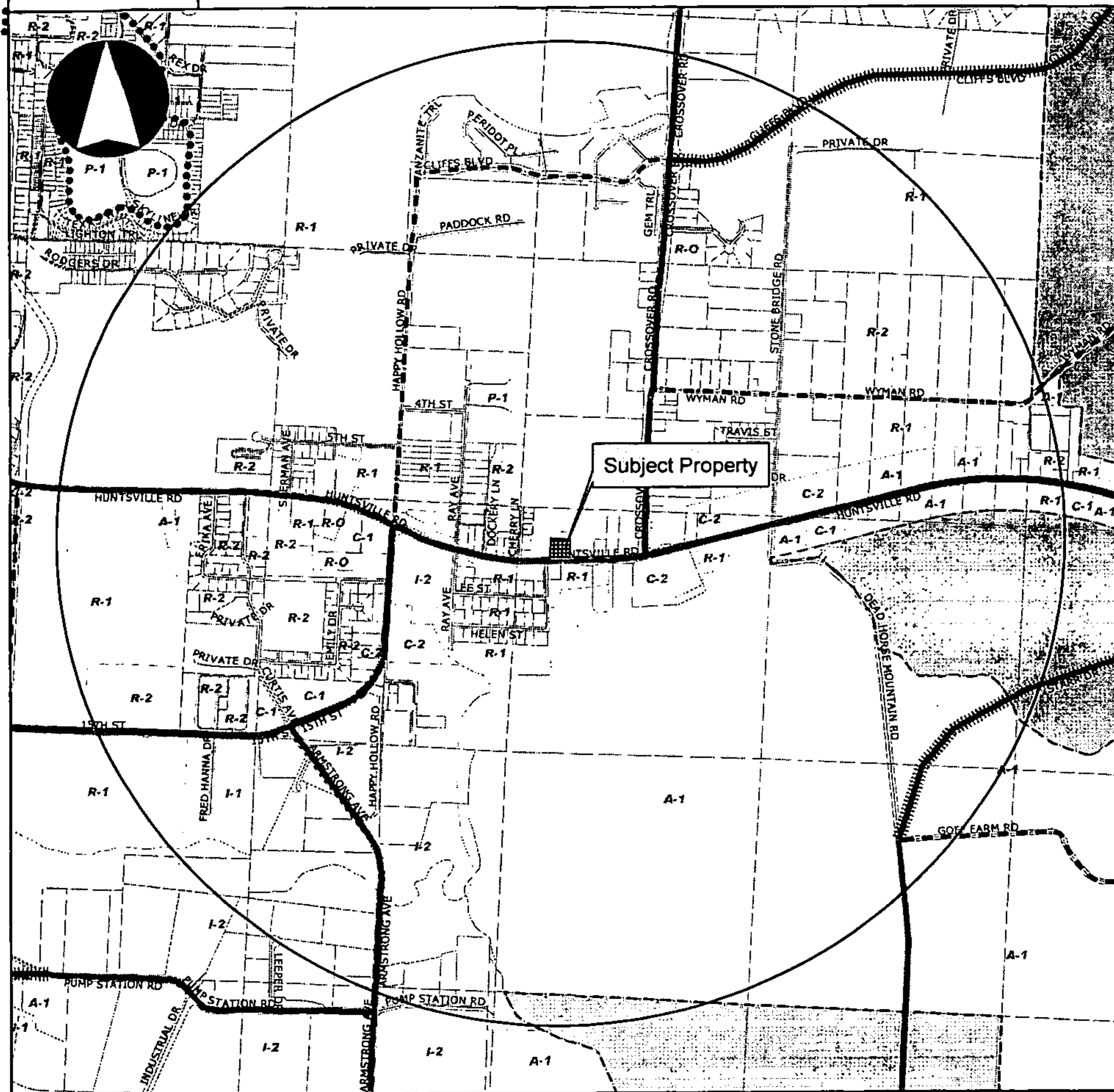
Freeway/Expressway
 Principal Arterial
 Minor Arterial
 Collector
 Historic Collector

0 75 150 300 450 600 Feet

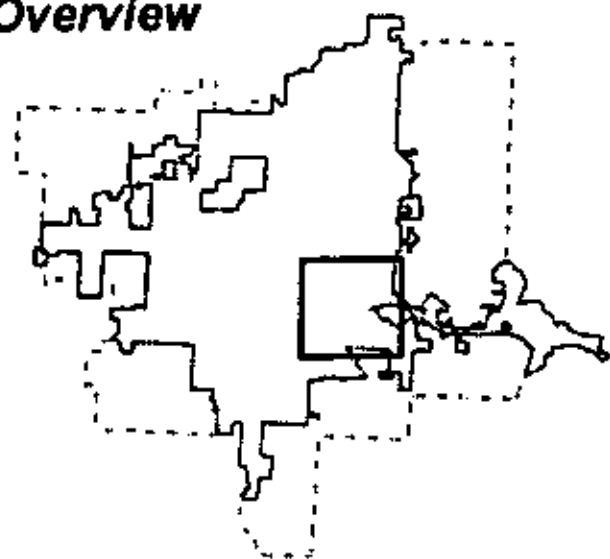
RZN93-50.00

One Mile View

ORDINANCE 3750



Overview



Legend

Subject Property

RZN93-50.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector



STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of July 16, 2002.

FROM: _____
Tim Conklin _____ Planning _____ Urban Development
Name _____ Division _____ Department _____

ACTION REQUESTED: To approve an ordinance nullifying, revoking, and replacing rezoning ordinance No. 4403 for property described in zoning petition RZN 02-14 for a parcel containing 3.12 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

COST TO CITY:

\$0
Cost of this request _____ Category/Project Budget _____ Category/Project Name _____

Account Number _____ Funds used to date _____ Program Name _____

Project Number _____ Remaining balance _____ Fund _____

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached _____

Budget Coordinator _____ Administrative Services Director _____

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager _____ Date _____ ADA Coordinator _____ Date _____

City Attorney _____ Date _____ Internal Auditor _____ Date _____

Purchasing Officer _____ Date _____

STAFF RECOMMENDATION: Staff recommends approval.

David J. Hillman for *7/3/02*
Division Head *Tim Conklin* Date

Cross Reference

Department Director _____ Date _____

New Item: Yes No
Prev Ord/Res#: _____

Administrative Services Director _____ Date _____

Orig Contract Date: _____

Mayor _____ Date _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Tim Conklin, A.I.C.P., City Planner
THRU: Hugh Earnest, Urban Development Director
DATE: July 3, 2002

BACKGROUND

This property was rezoned from A-1 to R-O at the June 18, 2002 City Council meeting. The intent of the rezoning was to rezone the entire tract to R-O with the exception of a small piece in which a crematorium was to be located. The large scale development was submitted and it was discovered that the area in which the crematorium was to be located did not fall within the remaining A-1 district.

Therefore, the applicant is now requesting that the rezoning be amended in order to accommodate the location of the crematorium.

CURRENT STATUS

Staff recommended the rezoning and the Planning Commission voted 5-0-1 to recommend the rezoning to the City Council.

City Council approved the original request with a vote of 7-0-0.

RECOMMENDATION

Staff and the Planning Commission recommend approval of the requested ordinance to revoke the original rezoning and to adopt the amended legal description to accommodate the final location for the crematorium.

ORDINANCE NO. _____

AN ORDINANCE NULLIFYING AND REVOKING
REZONING ORDINANCE NO. 4403.

WHEREAS, Ordinance No. 4403 rezoned that property described in rezoning petition RZN 02-14.00 for a parcel containing approximately 3.12 acres located at the Northeast corner of Crossover and East Zion Road from A-1, Agricultural to R-O, Residential Office; and

WHEREAS, changes in the location of the crematorium within the development have caused the need to amend the original legal description for that portion of the property to remain A-1, Agricultural.

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

Section 1. That Ordinance No. 4403 is hereby nullified, revoked, and replaced and the property described therein as set out in Exhibit A attached hereto is here by changed as follows:

From R-O, Residential Office to A-1, Agricultural.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change in Section 1 above.

PASSED AND APPROVED this ____ day of _____, 2002

APPROVED:

By: _____

Mayor Coody

ATTEST:

By: _____

Heather Woodruff, City Clerk

DRAFT

DRAFT

RZN 02-14.1

EXHIBIT "A"

DESCRIPTION OF REZONING FROM A-1 TO R-0

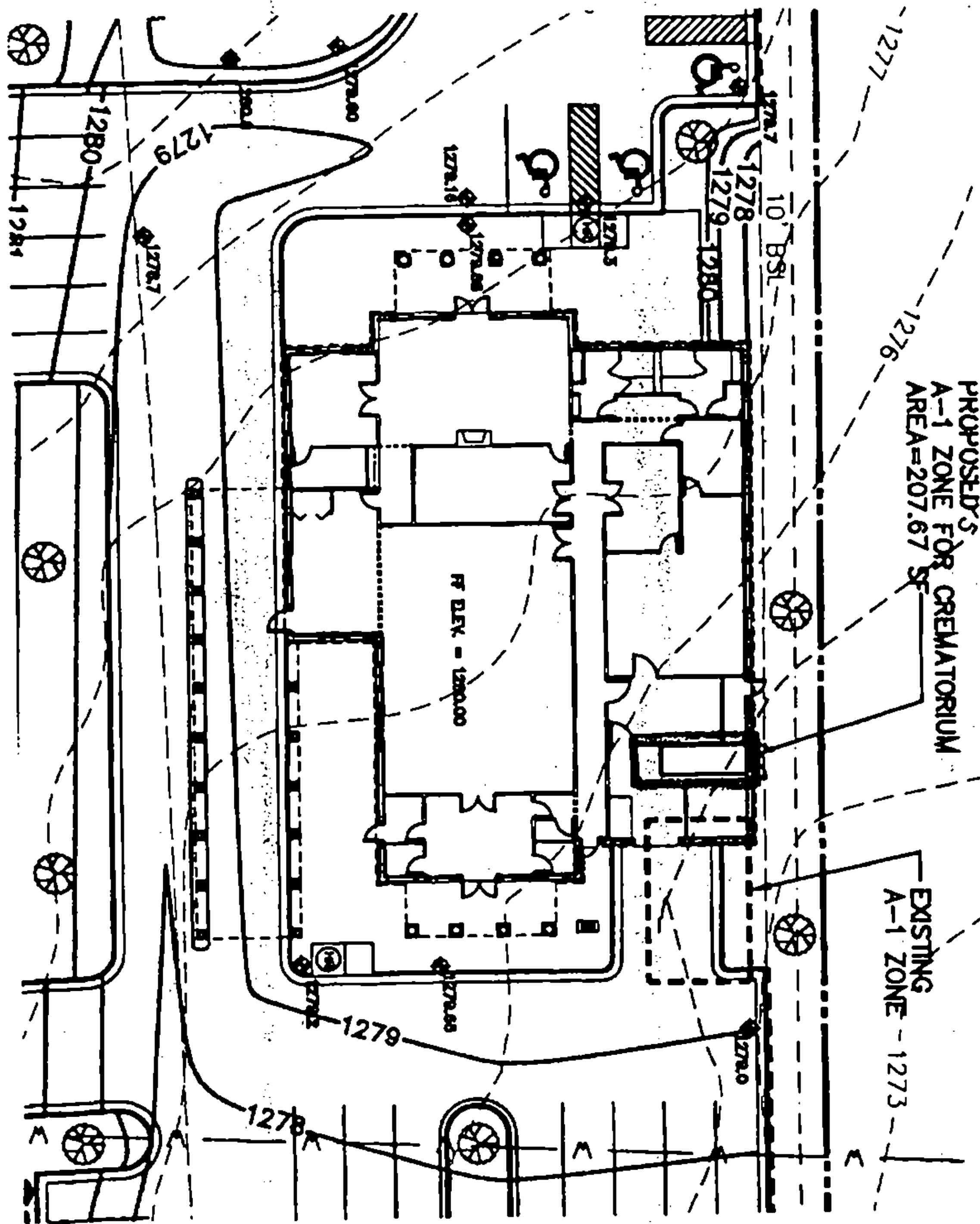
A PART OF THE SE ¼ OF THE NW ¼ AND A PART OF THE SW ¼ OF THE NW ¼ OF SECTION 19, T-17-N, R-29-W DESCRIBED AS COMMENCING AT THE NE CORNER OF SAID SE ¼ OF THE NW ¼; THENCE S0°21'03"W 687.76 FEET; THENCE ALONG AN AGREED BOUNDARY LINE, N 89°45'41"W 621.58 FEET TO A FOUND IRON PIN; THENCE S0°21'03"W 161.64 FEET; THENCE ALONG CENTERLINE OF EAST ZION ROAD, S88°03'31"W 544.62 FEET; THENCE S 86°46'10"W 149.08 FEET; THENCE ALONG EAST RIGHT-OF-WAY OF ARKANSAS HIGHWAY NO. 265 N1°02'50"W 211.42 FEET TO A SET IRON PIN; THENCE S 89°45'41"E 698.15 FEET TO A SET IRON PIN; THENCE S 0°21'03"W 20.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 3.12 ACRES, MORE OR LESS, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

SAID TRACT SUBJECT TO 35 FEET OF RIGHT OF WAY FOR EAST ZION ROAD ON THE SOUTH SIDE THEREOF.

LESS AND ACCEPT TO REMAIN A-1

A PART OF THE SE ¼ OF THE NW ¼ OF SECTION 19, TOWNSHIP 17 N, RANGE 29 W, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF THE SE ¼ OF THE NW ¼ OF SAID SECTION 19; THENCE SOUTH 00°21'03" WEST 687.76 FEET; THENCE NORTH 89°45' 41" WEST 621.58 FEET; THENCE NORTH 00°21'03" EAST 20.00 FEET; THENCE NORTH 89°45'41" WEST 499.26 FEET; THENCE SOUTH 11.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG SAID LINE, A DISTANCE OF 22.25 FEET; THENCE WEST 9.33 FEET; THENCE NORTH 22.25 FEET; THENCE EAST 9.33 FEET TO THE POINT OF BEGINNING, CONTAINING 207.37 SQUARE FEET.



ORDINANCE NO. 4403

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 02-14.00 FOR A PARCEL
CONTAINING APPROXIMATELY 2.80 ACRES LOCATED AT THE
NORTHEAST CORNER OF CROSSOVER (HWY 265) AND EAST ZION
ROAD, FAYETTEVILLE, ARKANSAS, AS SUBMITTED BY RAYMOND
SMITH ON BEHALF OF JOHN AND JANET KESNER.

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

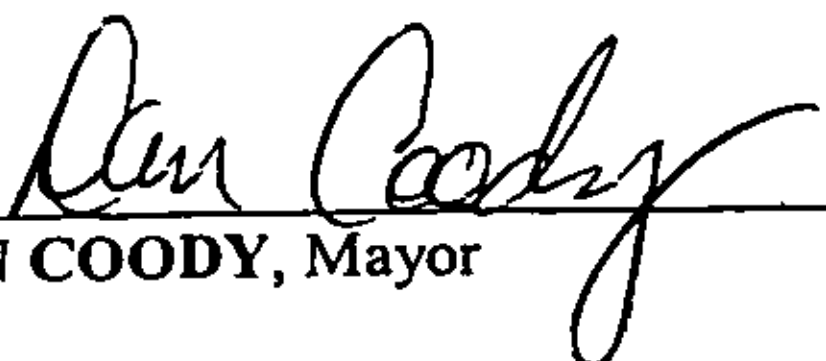
Section 1: That the zone classification of the following described property is hereby
changed as follows:

From A-1, Agricultural to R-O, Residential Office 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.

PASSED AND APPROVED this 18th day of June, 2002.

APPROVED:

By: 
DAN COODY, Mayor



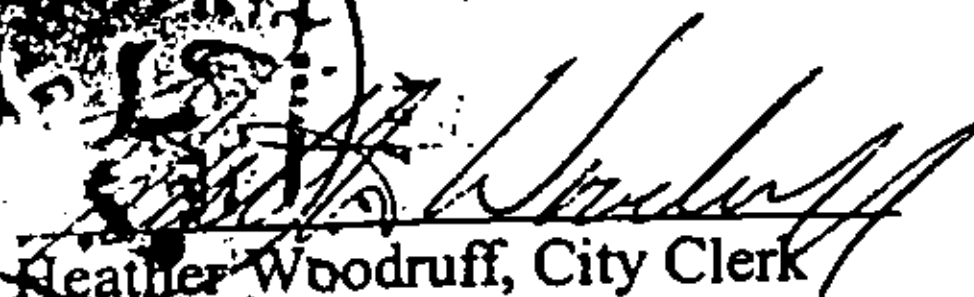

Heather Woodruff, City Clerk

EXHIBIT "A"

A PART OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 29 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 40 ACRE TRACT; THENCE SOUTH 00 29 27 WEST ALONG THE WEST LINE OF SAID 40 ACRE TRACT 648.75 FEET TO THE POINT OF BEGINNING, FROM WHICH AN EXISTING IRON REFERENCE ON AN AGREED BOUNDARY LINE (BK. 1309-570) BEARS SOUTH 89°45'41"EAST 2.85 FEET; THENCE SOUTH 89 45 41 EAST ALONG AGREED BOUNDARY LINE 695.09 FEET; THENCE SOUTH 00 21 03 WEST 161.64 FEET; TO A POINT IN THE CENTER OF ZION ROAD; THENCE ALONG THE CENTERLINE OF ZION ROAD THE FOLLOWING BEARINGS AND DISTANCES; SOUTH 88 03 31 WEST 544.50 FEET; THENCE SOUTH 86 46 10 WEST 151.78 FEET TO A POINT ON THE WEST LINE OF SAID FORTY ACRE TRACT, AND FROM WHICH A SET REFERENCE IRON ON THE NORTH RIGHT OF WAY OF ZION ROAD BEARS NORTH 00 29 27 EAST 30.06 FEET; THENCE NORTH 00°29'27" EAST 191.54 FEET TO THE POINT OF BEGINNING, CONTAINING 2.80 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS, BEING SUBJECT TO THAT PORTION WHICH LIES IN A COUNTY ROAD OF THE HEREIN DESCRIBED TRACT.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of June 18, 2002.

FROM:

Tim Conklin

Planning

Urban Development

Name

Division

Department

ACTION REQUESTED: To approve an ordinance for RZN 02-14.00 as submitted by Raymond Smith on behalf of John & Janet Kesner for property located at the northeast corner of Crossover (Hwy 265) and East Zion Road. The property is zoned A-1, Agricultural and contains approximately 2.80 acres. The request is to rezone to R-0, Residential Office.

COST TO CITY:

\$0

Cost of this request

Category/Project Budget

Category/Project Name

Account Number

Funds used to date

Program Name

Project Number

Remaining balance

Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Staff recommended approval and on May 28, 2002 the Planning Commission voted 5-0-1 to recommend the rezoning be approved by the City Council.

Division Head

Date

Department Director

Date

Administrative Services
Director

Date

Mayor

Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Tim Conklin, A.I.C.P., City Planner
THRU: Hugh Earnest, Urban Development Director
DATE: May 31, 2002

BACKGROUND

RZN 02-14.00 was submitted by Raymond Smith, Attorney, on behalf of John & Janet Kesner for property located at the northeast corner of Crossover (Hwy 265) and East Zion Road. The property is zoned A-1, Agricultural and contains approximately 2.80 acres. The request is to rezone to R-O, Residential Office. It is surrounded by single family homes on large tracts of property, all zoned A-1. The Elks Lodge is located across Zion Road to the south.

The applicant has requested this rezoning with the intention of developing a funeral home with a crematory. A funeral home is a use which is permitted by right within the R-O, Residential Office zoning district. However, the crematory is only permitted within the A-1, Agricultural district. This request will rezone a portion of the property that the applicant intends to develop which will leave part of the property properly zoned for the crematory on the site.

CURRENT STATUS

Staff recommended the rezoning and the Planning Commission voted 5-0-1 to recommend the rezoning to the City Council.

RECOMMENDATION

Staff and the Planning Commission recommend approval of the requested rezoning.

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: Dawn T. Warrick, Senior Planner
THRU: Tim Conklin, A.I.C.P., City Planner
DATE: May 22, 2002

RZN 02-14.00: Rezoning (Kesner, pp 99) was submitted by Raymond Smith, Attorney on behalf of John & Janet Kesner for property located at the northeast corner of Crossover (Hwy 265) and East Zion Road. The property is zoned A-1, Agricultural and contains approximately 2.80 acres. The request is to rezone to R-O, Residential Office.

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: May 28, 2002

CITY COUNCIL ACTION: Required YES
☐ Approved ☐ Denied

Date: June 18, 2002 (1st reading – if recommended)

Comments: _____

BACKGROUND:

The subject property is located at the northeast corner of Zion Road and Crossover Road (Hwy 265). It is surrounded by single family homes on large tracts of property, all zoned A-1. The Elks Lodge is located across Zion Road to the south.

The applicant has requested this rezoning with the intention of developing a funeral home with a crematory. A funeral home is a use which is permitted by right within the R-O, Residential Office zoning district, however the crematory is only permitted within the A-1, Agricultural district. This request will rezone a portion of the property that the applicant intends to develop which will leave part of the property properly zoned for the crematory on the site.

SURROUNDING LAND USE AND ZONING

North:	Single family residence, A-1
South:	Elks Lodge, A-1
East:	Single family residence, A-1
West:	Vacant, A-1

INFRASTRUCTURE:

Access for this site is from Zion Rd. which is classified a collector on the City's Master Street Plan. This street is not currently constructed to the MSP standards. The condition of the street as well as the impact of any proposed development will have to be evaluated at the time of large scale development review. Crossover Rd. (Hwy 265), designated a principal arterial, also adjoins the site. Right of way dedication will be required in order for both adjoining streets to meet minimum requirements. Improvements to Zion Road and Crossover Road will be reviewed and determined at the time of development review.

An existing 12" water line is located along the south side of Zion Road. A 4" force main provides sewer service along the east side of Crossover Road adjacent to the site. These utilities will be reviewed at the time of any development proposal to determine whether upgrades, extensions or new lines will be required.

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

FINDINGS OF THE STAFF

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

Finding: The proposed zoning is consistent with land use planning objectives, principles, and policies. The adopted General Plan 2020 has designated this area Residential. The Residential Office district provides for both residential and limited professional office services which are appropriate in this area. The property is located at an intersection on a major north/south principal arterial which will become more prominent as additional property in the area develops. This zoning designation will allow for the establishment of uses which can serve the residential neighborhoods which have recently been developed and are beginning to build out north and east of the subject property. This zoning will also provide a transition between the principal arterial (Hwy 265) and the residential uses to the east.

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

Finding: While there is a limited amount of existing, undeveloped property within the R-O zoning district in this general area, none of the lots which have been created within the Millennium Place or Stonewood Subdivisions lends itself to the use proposed by the applicant. The use of this property for a funeral home with a crematory requires that adjoining property within the A-1 zoning district be available to accommodate the crematory which is not a permitted use in the R-O district.

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

Finding: The proposed zoning should not create or appreciably increase traffic danger and congestion. A large scale development project will be reviewed by staff and the Planning Commission to determine what improvements or assessments will be necessary to provide the infrastructure necessary to accommodate the proposed project. Improvements to Zion Rd., among other things, will certainly be discussed at that time.

4. A determination as to whether the proposed zoning would alter the population density

and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed zoning will not alter population density.**

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**

CURRENT OWNERSHIP INFORMATION AND ANY PROPOSED OR PENDING PROPERTY SALES

Assessor's Parcel Number 765-13211-000, P/O SE1/4,NW1/4, S19, T17N, R29W, (3.12 acres). Current owners are John & Janet Kesner. Pending Sale to Scott Berna, Nelson Berna Funeral Home and Crematory.

REASON FOR REQUESTED ZONING CHANGE

Parcel Number 765-13211-000, currently A-1, will be used to build a funeral home and crematory, with the parcel rezoned to R-O with the exception of the crematory which will remain zoned as A-1.

LAND DEVELOPMENT

The development of this parcel into a funeral home and crematory is consistent with the land use of the surrounding area in appearance, signage and minimum impact on traffic flow.

WATER/SEWER ACCESS

4" FORCED MAIN SEWER LINE ALONG EAST SIDE OF Highway 265(Crossover Road).

12" WATER LINE ALONG THE SOUTH SIDE OF East Zion Road.

**DEGREE TO WHICH PROPOSED ZONING IS CONSISTENT WITH
LAND USE PLANNING OBJECTIVES.**

Rezoning parcel 765-13211-000 from A-1 to R-O with the exception of the crematory is in harmony with and consistent with the Fayetteville Land Use Planning Objectives.

JUSTIFICATION FOR PROPOSED ZONING

Proposed zoning change to R-O is justified and needed in order to develop the parcel into a funeral home and crematory (part of the building).

TRAFFIC CONSIDERATIONS

The proposed zoning change will not create an appreciably increase in traffic danger and congestion along Crossover Road, and will help alleviate the traffic danger and congestion at the present location of the funeral home at North College Avenue and Joyce Boulevard.

POPULATION DENSITY CONSIDERATIONS

Population density will not be altered undesirably and minimal or no increase or impact on public services including school, water or sewer facilities.

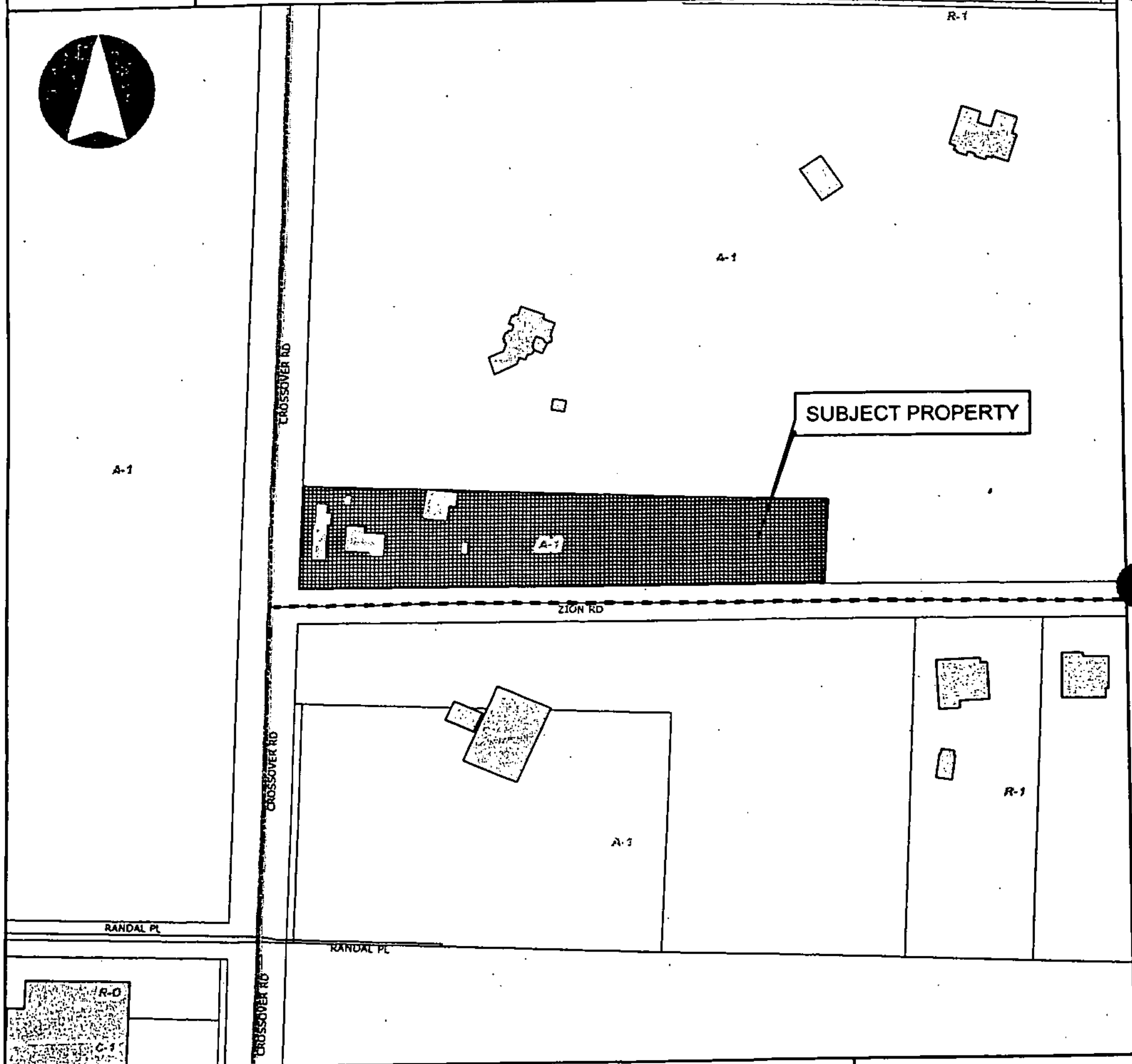
USE OF LAND UNDER EXISTING ZONING CLASSIFICATION

Existing A-1 zoning classification severely restricts use of the land for further development and inconsistent with Land Use Planning Objectives.

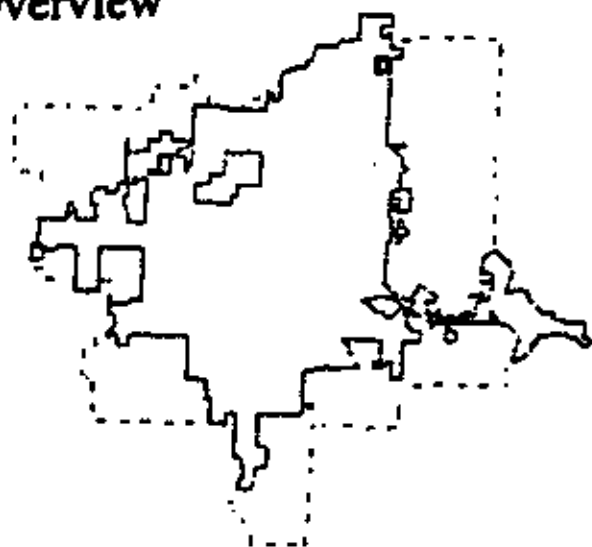
RZN02-14.00

Close Up View

KESNER



Overview



Legend

- | | | | |
|-------------|------------------|--------------------|--------------|
| SPCcity | Overlay District | Master Street Plan | City Limits |
| RZN02-14.00 | Streets | Freeway/Expressway | Outside City |
| Buildings | Existing | Principal Arterial | |
| Lakes | Planned | Minor Arterial | |
| | | Collector | |
| | | Historic Collector | |
| | | Planning Area | |
| | | Zoning | |



RZNO2-14.00

KESNER

Future Landuse



CROSSOVER RD

SUBJECT PROPERTY

Residential

ZION RD

RANDAL PL

RANDAL PL

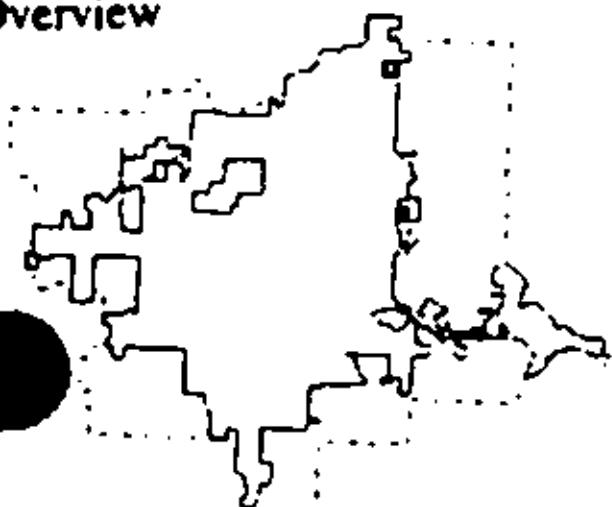
CROSSOVER RD

Community Commercial

Future Landuse

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University

Overview



Legend

Subject Property

RZN02-14.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

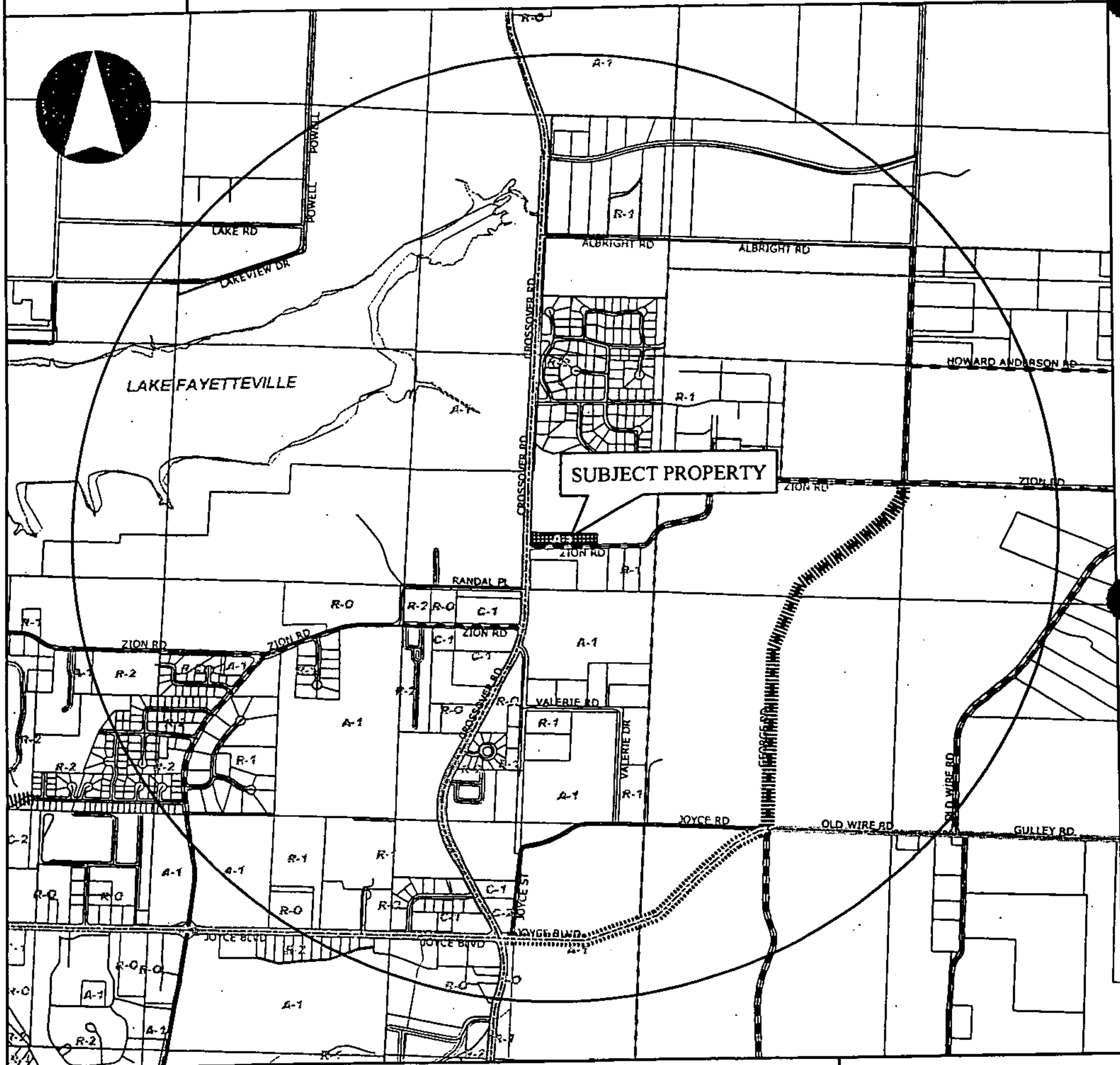
City Limits

0 75 150 300 450 600 Feet

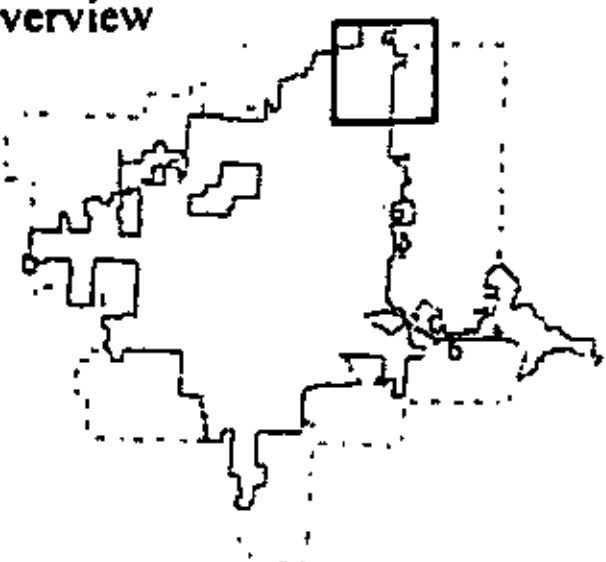
RZN02-14.00

One Mile View

KESNER



Overview



Legend

Subject Property

RZN02-14.00

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 0.125 0.25 0.5 0.75 1 Miles

**BURKE & OLMSTEAD
ATTORNEYS AT LAW**

211 N. COLLEGE AVENUE
P.O. BOX 290

FAYETTEVILLE, ARKANSAS 72702-0290

THOMAS B. BURKE (1942-2001)
THOMAS J. OLMSTEAD

TELEPHONE (479) 443-3896
E-MAIL ADDRESS - olmstead@mo-law.com

TELECOPIER
(479) 443-3889

June 20, 2002

RECEIVED

JUN 20 2002

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Ms. Heather Woodruff
Fayetteville City Clerk
113 W. Mountain
Fayetteville, AR 72701

Re: Notice of Appeal of Planning Commission Decision PPL 02-6.00
Preliminary Plat - Brookstone Subdivision

Dear Ms. Woodruff:

On June 10, 2002 the Fayetteville Planning Commission approved the preliminary plat/large-scale development of Washington Regional Medical System ("WRMS") in connection with its plans to construct a medical office building on Tract 2 of an eight (8) tract property consisting of 38.62 acres subject to five conditions. The proposed development is for a small medical office, in particular a pathologist's office, which will employ approximately 15 to 20 individuals and will rarely occasion any visitors.

As one condition of approval, the Planning Commission required WRMS to contribute one-half the cost, or \$71,951.00, to extend Longview Street to Plainview Street. WRMS hereby appeals that portion of the Planning Commission decision that conditions approval on the construction of this off-site improvement across a third-party's unimproved real property. This appeal is requested pursuant to Section 155.05(A)(2) of the City of Fayetteville Unified Development Ordinance.

In 1998, WRMS was required by the Planning Commission to construct a standard city collector street across the entire length of its property as a condition to approval of its plan to construct an assisted living facility on one of the eight tracts. At that time, the Planning Commission had similarly conditioned approval of WRMS' plat on WRMS advancing one-half the cost to construct and extend Longview across the same unimproved property to Plainview Street. Upon considering the appeal of WRMS, the City Council on June 18, 1998 unanimously granted a waiver of that off-site road construction requirement.

It is the position of WRMS that the decision of the Planning Commission to require WRMS to contribute one-half the cost for construction of an off-site improvement across a third-party's unimproved real property is contrary to law as well as the City of Fayetteville Unified

Ms. Heather Woodruff
June 20, 2002
Page Two

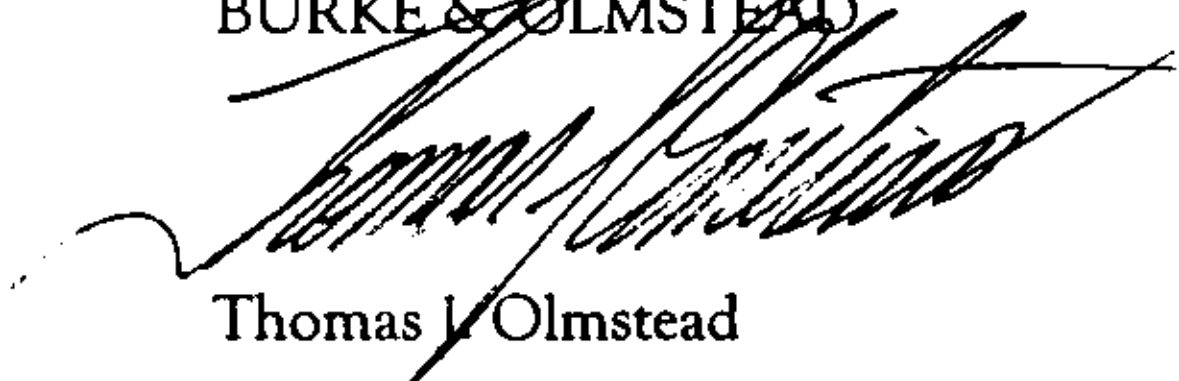
Development Ordinances that pertain to Large Scale Developments. In particular, the cost and scope of the proposed off-site improvement does not bear a "rational nexus", nor is such condition roughly proportional, to the development proposed by WRMS. See Unified Development Ordinance, Section 166.05(C)(7); Constitution of the United States, Amend. 5; Nollan v. California Costal Comm'n, 425 U.S. 825 (1987); Dolan v. City of Tigard, 512 U.S. 374 (1994). In part, it is the position of WRMS that the off-site improvement required by the Planning Commission requires WRMS to bear a public burden which should otherwise be borne by the public as a whole. Id. WRMS further contends that the Planning Commission requirement that it pay one-half the cost to construct a standard city collector street across a third-party's unimproved real property violates the zoning powers conferred upon Municipal Corporations by the General Assembly. See e.g., Ark. Code Ann. §14-56-401 et seq; Ark. Code Ann. §14-56-417; City of Jonesboro v. Vunacannon, 310 Ark. 366 (1992). Finally, WRMS contends that the City Council, through its action in granting WRMS a waiver of this very requirement in 1998, has spoken and passed upon the issue.

On behalf of WRMS, the owner of the subject property, I would appreciate the City Council scheduling a hearing on this appeal at its earliest convenience.

Should you have any questions or comments, please do not hesitate to call me.

Yours very truly,

BURKE & OLMSTEAD



Thomas J. Olmstead

TJO/nm

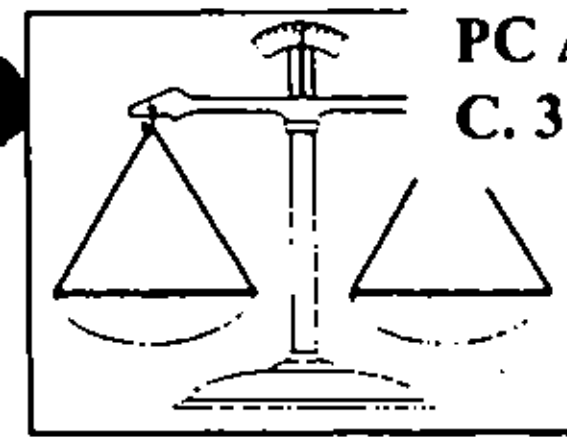
Cc: Mr. Steve Lampkin - President and CEO WRMS
Mr. Kit Williams - Fayetteville City Attorney

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



PC Appeal
C. 3. Page 3

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: Dan Coody, Mayor
City Council

FROM: Kit Williams, City Attorney

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

DATE: June 24, 2002

RE: Required off-site road improvements
Washington Regional Medical Center Appeal
(scheduled for July 16th Council meeting)

The City Council had unanimously rejected the Planning Commission's previous request to assess off-site road improvement costs against Washington Regional Medical Center when it first developed on this acreage less than four years ago. However, the Planning Commission on June 10, 2002, again decided to require Washington Regional to pay about \$72,000.00 to help build a road through a third parties' property. Washington Regional has again appealed, so this City Council will have to decide whether it is appropriate, advisable and legal to require this \$72,000.00 payment for construction costs of a road through the adjoining property owned by third parties.

As City Attorney, it is not my place to opine about whether it is appropriate or advisable to require this off-site road construction. I will only address the legal issues. Even though the 1998 City Council decided to reject the Planning Commission's off-site road assessment requirement, you are not legally bound to make the same decision despite the similarities of these appeals. It may be wise to try to be consistent in your development and land use decisions and appeals, but you are not legally obligated to follow previous City Council decisions concerning appeals.

attached §166.05 Large Scale Development and ask that you read at least Subsection C.7 (page 14) which provides the Planning Commission the power to require that "the developer shall be required to bear that portion of the cost of off-site improvements which bears a rational nexus to the needs created by the large scale development." I believe this ordinance allowing proportionate assessment against a developer for off-site infrastructure costs caused by the development is **constitutional**. However, there are significant questions about whether this is **statutorily legal** in Arkansas.

I have previously prepared three memos on the issue of a road impact fee and the statutory limitations on cities which attempt to require off-site road improvements or the payment of money in lieu thereof (as ordered by the Planning Commission).

My longest memo was the February 14, 2002 one to the City Council. I included and detailed therein the Attorney General's Opinion No. 95-091 which concludes that the only legal authority for a city to charge for off-site projects was A.C.A. §14-56-417 (b) (6). Although this memo dealt with the proposed impact fees, I noted it was applicable to "off-site road or bridge constructions, etc."

I explained my analysis of our authorizing statute (A.C.A. §14-56-417) in greater detail in my March 27 memo. I concluded that a city probably cannot require a developer to do more than construct and dedicate required streets "**within the subdivision**." Therefore, our ordinance allowing the Planning Commission to require developers to partially pay for **off-site road construction** is legally suspect and may simply be beyond our statutory authority. I have enclosed this short memo to explain why I am concerned that state law may not authorize the City to mandate contributions for **off-site** road improvements.

I also wrote a memo to the Planning Commission on May 10, 2002, attaching my previous memos and stating, "a generalized road impact fee is clearly illegal." I am equally concerned that the Planning Commission's requirement that Washington Regional pay \$72,000.00 for an off-site (proposed) road is on very shaky legal ground.

B. Review and Approval. All large scale developments, not hereinafter excluded, must be reviewed by the Plat Review Committee and the Subdivision Committee and must be approved by the Planning Commission, after having afforded the opportunity for public comment, before a building permit may be issued. Approval by the City Council shall not be required unless an appeal is taken and heard.

Cross Reference: Appeals, Chapter 155.

C. Building Permit/Large Scale Development. Before a building permit for a large scale development may be issued, the developer shall:

1. Development Plan. Submit a development plan to the City Planner for review by the Plat Review Committee. The development plan shall consist of a black line site location map drawn to scale and not to exceed 14 inches by 18 inches, and an accurate black line vicinity map not to exceed 14 inches by 18 inches. The vicinity map need not be drawn to scale.

2. Site Location Map. The site location map shall depict the following:

a. The size and shape of the property on which the development is to be located.

b. The location, size and arrangement of existing buildings, signs, outdoor advertising, and other improvements, water courses, ponds and streams, and any other distinctive or unusual features that will remain after the development is completed.

c. The location, size and arrangement of proposed buildings or additions, parking and loading areas and the type of surfacing proposed for such areas,

**§166.05 LARGE SCALE
DEVELOPMENT.**

A. Requirement. The development of a lot or parcel larger than one acre must be processed in accordance with the requirements for a large-scale development.

(Code 1991, §160.120; Code 1965, App. A, Art. 8(11); Ord. No. 1747, 6-29-70; Ord. No. 1999, 5-7-74)

MOST IMPORTANT



streets, driveways, curb cuts, community facilities, pedestrian ways, and open spaces.

3. Legal Description. A correct legal description of the property located within the large scale development, and a correct legal description, certified by an abstractor or surveyor, of street right-of-way dedications and vacations and utility and drainage easements.

4. Vicinity Map. The vicinity map shall depict the following:

a. The location and name of any street which abuts or intersects the large scale development.

b. The location and name of any other street building or landmark necessary to clearly indicate the location of the large scale development.

5. Preliminary Street and Drainage Plans. (Required only where the developer proposes new streets or an alteration in the existing street plan.) Submit to the City Planner for review by the Plat Review Committee preliminary street and drainage plans, showing alignment of streets and direction of flow of storm and sanitary sewers in relation to topography. Where an official street and drainage plan exists, it shall be submitted for purposes of comparison.

6. Dedication of Right-of-Way. Dedicate sufficient right-of-way to bring those streets which the Master Street Plan shows to abut or intersect the large scale development into conformance with the right-of-way requirements of the master street plan for said streets; provided, the Planning Commission may recommend a lesser dedication in the event of undue hardship or practical difficulties. Such lesser dedication shall be subject to approval by the City Council.

7. Miscellaneous Requirements.

a. Comply with those requirements of §§ 166.03 through 166.04 of the Development regulations pertaining to streets, surface drainage system, water system, sanitary sewer systems; and, if the development is multifamily housing, said requirements pertaining to public parks; and install a sidewalk adjacent to all abutting streets or highways in accordance with City specifications for sidewalk construction.

b. The developer may be required to install off-site improvements, where the need for such improvements is created in whole or in part by the proposed large scale development. For purposes of this section, an off-site improvement shall mean all, or any part of, a street, surface drainage system, water system, or sanitary sewer system, which is to be installed on property located outside the proposed large scale development.

c. Any required off-site improvements shall be installed according to City standards. The developer shall be required to bear that portion of the cost of off-site improvements which bears a rational nexus to the needs created by the large scale development.

d. The Subdivision Committee or Planning Commission may refuse to approve a large scale development for any of the following reasons:

(1). The development plan is not submitted in accordance with the requirements of this section.

(2). The proposed development would violate a City ordinance, a State statute, or a Federal statute.

(3). The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by this chapter.

(4). The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a "dangerous" traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.

(5). City water and sewer is not readily available to the property within the large scale development and the developer has made no provision for extending such service to the development.

(6). The developer refuses to comply with subsection 7. b. and c. pertaining to required on-site and off-site improvements.

Reference: Notifications and Public Hearings. Chapter 157 ; Appeals. Chapter 155.

D. Certificate of Occupancy. No certificate of occupancy shall be issued until the improvements required by subsection 7. a., b. and c. are installed to City specifications.

E. Completion of Development/As Built Plot Plan. Upon completion of the development, the developer shall file with the City Planner an "as built" plot plan for the large scale development showing:

1. The location of all buildings and the setback distance for said buildings from street right-of-way and adjoining property lines;

2. The location of any free-standing signs and the setback distance of said signs from street right-of-way and adjoining property lines;

3. The location, number, dimensions and surfacing of all parking spaces and of all screens or fences.

4. The location and size of all water, sewer, gas, electric, telephone and television cable lines.

F. Minor Modifications. The City Planner may authorize minor modifications in an approved large scale development. Minor modifications shall include, but not be limited to, substitutions of one approved structural type for another or minor variations in placement of buildings in such a way that the overall limits of approved floor area, open space or rooms per acre are not increased. In the event that a developer wishes to make major modifications to an approved development, such modifications shall be submitted to the Subdivision Committee in a form which compares the approved submission with the desired changes. After submission, the Subdivision Committee shall approve or disapprove the requested modifications at its next meeting.

G. Excluded developments. The following large scale developments shall be excluded from the requirements of this section:

1. A single-family residence, an addition to a single-family residence, or an accessory structure for a single-family residence;

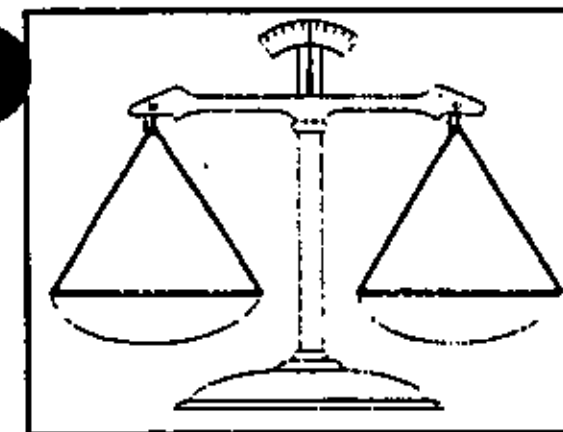
2. An addition to an existing structure if the addition will not:

(a). Exceed 10,000 square feet; or

(b). Require more than 25 additional parking spaces under the provisions of the zoning ordinance; or

(c). Require a change in existing ingress or egress;

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: Tim Conklin, City Planner
Hugh Earnest, Urban Development Director

FROM: Kit Williams, City Attorney

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

DATE: March 27, 2002

RE: Major Road Impact Fee Legality

I do not believe the City of Fayetteville can legally impose a generalized road impact fee on new developments.

The Arkansas Attorney General has clearly held: "In sum, it is my opinion that a municipality may impose an impact fee **only** under the authority granted in A.C.A. §14-56-417 (b) (6), and **only** in compliance with the conditions and limitations set forth therein and in applicable case law." (Arkansas Attorney General Opinion No. 95-091; emphasis added).

A.C.A. §14-56-417 (b) (6) states:

"When a proposed subdivision does not provide areas for a **community or public facility** based on the plans in effect, the regulations may provide for reasonable dedication of land for such public or community facilities, or for a reasonable equivalent

contribution in lieu of dedication of land, such contribution to be used for the acquisition of facilities that serve the subdivision."

The only power given to cities to require an impact fee is "for a reasonable equivalent contribution (of money) in lieu of dedication of land, such contribution to be used for the acquisition of facilities that serve the subdivision." If a subdivision does not provide "a community or public facility" such as a wastewater treatment plant, water reservoir, or park within its subdivision, then a "reasonable equivalent contribution" is authorized by A.C.A. §14-56-417 (b) (6).

The City can and does require developers to build and dedicate streets within the proposed subdivision. Not only are streets probably not "a community or public facility"¹, the developer has probably met his statutory requirement by construction and dedication of the required streets within the subdivision. Therefore, a road impact fee as a "contribution in lieu of the dedication of land" cannot be required if the developer has, indeed, built and dedicated the required roads within his subdivision.

The Consultants justify their proposed road impact fees as a fair way to pay developers for improving major roads within or abutting their subdivisions.

¹ The statute specifically refers to streets as "improvements" rather than a "public or community facility." A.C.A. §14-56-417 (b) (1) (C) and (2) (A). The only Arkansas case I could find defining "facility" (in a different context) referred to a building as opposed to a road or means of transportation. Residents of Sevier County v. Arkansas Highway and Transportation Commission, 330 Ark. 396, 954 S.W. 2d 242 (1997). A.C.A. §14-56-414 refers to a Community Facilities Plan {(c) (1)} and lists "schools, playgrounds, recreational areas, hospitals, special education facilities and cultural facilities" as "Community facilities". Streets are not listed under subsection (c) Community Facilities Plan, but under section (d) Master Street Plan. Therefore it appears clear that streets are not "public facilities" for purposes of A.C.A. §14-56-417 (b) (6).

"The proposed road impact fees differ from the proposed water and wastewater fees in that a significant portion of the fees would be used to **compensate developers** who have frontage on major roadways and are required to construct or improve them." (page 8)
(emphasis added)

It is not the place of the City Attorney to judge policy issues such as whether it is fair and proper to require one developer to compensate another developer whose property fronts a major street.

However, I do not believe the City Council has the legal authority to decide such a fairness policy issue either because I agree with the Attorney General that we are limited to the powers granted in A.C.A. § 14-56-417 (6). **That statute does not authorize us to charge a generalized road impact fee.**

PPL 02-6.00: Preliminary Plat (Brookstone Subdivision, pp 212) was submitted by Terry Carpenter of US Infrastructure, Inc. on behalf of Washington Regional Medical System for property located at 415 Longview Street. The property is zoned A-1, Agricultural and contains approximately 38.62 acres with 8 lots proposed.

Hoffman: Item number eight is a Preliminary Plat for Brookstone Subdivision which was submitted by Terry Carpenter of U.S. Infrastructure, Inc. on behalf of Washington Regional Medical Systems for the property located at 415 Longview Street. The property is zoned A-1, Agricultural and contains approximately 38.62 acres with eight lots proposed. Background is the subdivision includes the Brookstone Assisted Care facility and the Washington County Health Department. This property was recently rezoned to R-O to allow for medical offices. The property to the north is zoned C-2, to the east is zoned R-1, and to the south is zoned R-2. Currently 64% of the site exists in tree canopy and the applicant is proposing to preserve 62% of the site until further development occurs. At the time of future development each tract will be required to meet the minimum 20% canopy preservation requirements. There are five conditions of approval. Tim, do we have signed conditions?

Conklin: No.

Hoffman: I will read those into the record. Planning Commission determination of any offsite improvements to Longview Street. At the present there is only one ingress & egress for this subdivision to Wimberley Drive. *The original Planning Commission approval of the Brookstone Assisted Care Facility on May 13, 1998 required the cost of one-half of this offsite portion of Longview Street be placed in a surety bond. Subsequently, this requirement was overturned by the City Council on June 16, 1998. On March 18, 2002 the City of Fayetteville Street Committee discussed the possibility of the City extending this street to College Avenue. All Committee members were in favor of placing this project on the Capital Improvement Program list which would require approval by the City Council. However, the acquisition of the right-of-way remains in question. City Staff has provided rational nexus calculations in the event that the Planning Commission approves an assessment for this offsite street improvement. The amount of the assessment was calculated to be \$71,957.00. See the attached memo from the Engineering Division.* Standard Conditions of Approval: 2. All required improvements including street lights will be required to be installed prior to final plat approval. Street lights may be deferred if payment is made to the electric company with a certified check and a copy of the check and paid in full receipt is submitted to the Planning Division. 3. Storm water detention will be required for each tract upon development. 4. Plat Review and Subdivision comments (to include written staff comments provided to the

applicant or his representative, and all comments from utility representatives. 5. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements. Is the applicant present? Would you tell us who you are and give us the benefit of your presentation?

Nierengarten: I am Peter Nierengarten, I am an engineer with U.S. Infrastructure.

Hoffman: Do you have a presentation for us or would you prefer to just answer questions?

Nierengarten: We can just answer questions. There are some other people from the hospital here as well to answer any questions.

Hoffman: Thank you very much. Tim, do you want to give us any further information before we take public comment?

Conklin: Back when the Planning Commission looked at the Assisted Care facility there was a requirement that Longview Street be completed through this track of land. They did build the street and did cost share with the City of Fayetteville to their east boundary line. One of the Planning Commission's conditions of approval was to put up a guarantee for the future extension of Longview. They appealed that decision to the City Council in 1998. The City Council removed that condition from that approval at that time. At this time staff is not recommending to place that condition on this development. However, once again, the Planning Commission is the one that will decide what the conditions of approval would be for this Preliminary Plat. Thank you.

Hoffman: Thanks Tim. Is there any member of the audience that would like to address us on this item? Seeing none, I will bring it back to the Commission and the applicant for discussion. We have a summary of the average vehicle trip generation and if I am reading this correctly, Tim you may want to help me with this but on an average weekday we have 664 vehicle trips per day on page 8.5.

Conklin: Average weekday 24 hour volume is 5,393.

Petrie: 5,393 average vehicles per day.

Hoffman: That number seems really high to me and I was trying to find that.

Petrie: It was determined using this standard ITE computer program. What was inserted into the program was the acreage of the undeveloped tracts so it didn't include the assisted care facility, it did not include the Washington County Health facility and that is the item that the computer program asks for is the acreage and the type of development. Certainly the developer is in their right of submitting their own calculations. Our general practice is to use this computer program to make that determination.

Hoffman: Thanks Ron. Do you have any comment on those numbers?

Nierengarten: They do seem high. We haven't done any calculations and have nothing on paper to dispute them though.

Petrie: I should point out on my calculations of course, I only used half of that number, half of it exiting to the west and half going to the east.

Hoffman: Ok, thanks. It seems to me that in light of the possibility for high trip generation that it would behoove the Planning Commission to look again at the assessment for the offsite street improvements and that is under our condition of approval number one. Are you prepared to discuss that?

Nierengarten: The \$70,000 on here, yes, I believe we are prepared to discuss that.

Olmstead: My name is Tom Olmstead, I am the general counsel for Washington Regional Medical Systems and I would like to speak really quickly to the requirement that Washington Regional pay for the cost of extending Longview to Plainview and ask the Commission to consider the fact that back in 1998 when this matter came before the City Council, the City Council unanimously agreed to waive that requirement and at the time did require us to build a standard city street to the boundary line of this property, which was done. I think that that fact as we sit here today creates some significant legal issues on the part of the city if they were to go forward and request this additional money from Washington Regional Medical System at this time. Namely I would suggest to the City that under its ordinances having built the standard city street to the property line it would seem to me that there is no requirement under the ordinances that could force Washington Regional Medical System to bare this cost on an adjoining land owner's property. Also, I would point out that we had a meeting with the Planning Division and discussed this several months ago. I believe the City's attorney, Mr. Williams, might be able to advise the Commission on that issue in a little more detail but would ask that you consider that in weighing this request.

Hoffman: Thank you Mr. Olmstead.

Williams: I did attend the meeting, I think Mr. Conklin was there also when we discussed this. Obviously we looked back and saw that in fact this same issue had been presented to the Planning Commission in 1998 and then was appealed to the City Council in August of 1998. At that point in time the hospital didn't really want to build the street all the way to the property line. The City Council did follow the Planning Commission's recommendation to require that but the City Council unanimously said they did not have to contribute any money to any offsite development to build a road on somebody else's property. In the interim, when we learned this was being developed there has been some action where the other property owners involved to the east of this property are attempting to get right of way that they can dedicate to the city. The City Street Committee has met and looked at this problem and looked at the situation and said that they believed this would be proper use of the capital improvements sales tax to in fact fund the street if the right of way was all dedicated to the city. They are not going to buy the right of way. In light of the whole history of this development and the fact that they do have a collector size street built all the way to the property line, which can really adequately serve this subdivision, it is a cul-de-sac but it is a very short cul-de-sac at this point, only through their property. I think that we would have some potential problems if we tried to require them to donate money to build a road over somebody else's property but more than that I think the City Council, who states the city policy has already unanimously said no, this developer doesn't need to contribute money offsite. I think that at the City Council that was the policy that was stated unanimously and so I would be reluctant to challenge that policy at this point in time.

Hoffman: What is the status on the right of way dedication? Do you have any time frames on that? It sounds like that if we could put it in the CIP budget and we had the right of way the concern that I would have would be that we only have one ingress and egress for a rather large tract.

Williams: The whole reason it would be in the CIP is that this is a very needed project, no question about it. I think it is not going to be slowed up one bit if there is not any money required of this developer. I think as soon as the right of way gets approved that the City Council Street Committee, this is a fairly small project compared to some of the very expensive road projects. It is not very far, it is in conjunction with the fire station that we have on Plainview, so it is really in the City's best interest to get this done and I think it will be moving forward very quickly if the land situation can be resolved. Of course the land situation is not going to be resolved if you require them to dedicate any money right now because that is another land owner or actually two other land owners that are necessary because of the way the street should be laid out. That is the big problem, we are not dealing with just one landowner, there are actually a couple of land owners there.

Hoffman: Thank you Mr. Williams.

Conklin: I just want to make sure that the Commission is aware of this. Longview Street is shown on our Master Street Plan. When the Lewis Brothers property is developed they would be required to dedicate right of way. At that time the determination of building a local street and whether or not the city would cost share as we cost shared with Washington Regional on Longview on this piece of property would be made. There is the ability as the Lewis Brother's property is developed to require the same type of improvements and right of way dedication when that property is developed. Just because we don't have it today doesn't mean we can't get it in the future. I do understand with one way in and out. The traffic numbers you are looking at include the undeveloped tracts of land, collector streets are designed to serve up to 6,000 vehicles per day they have almost that, 5,000.

Church: Have there been other cases where we've required businesses to pay for offsite improvements?

Williams: We have done that in the past and Tim can list a bunch. We have at the mall where we have worked with developers to build Joyce and improve intersections. It is not totally unique. This is kind of a different situation in that this is on unimproved land, land that is not being developed and that is a more unusual situation. In fact, we couldn't do anything originally because we don't have the land. We would just be holding the money thinking that we're going to get the land and so it is unusual like that. We do occasionally work with developers, especially in a cost share situation, and have had offsite improvements. Is that your memory too Tim that we've done that?

Conklin: Yes, and I would agree that typically they are improvements that benefit the development immediately if it is an intersection, or taking a curve out of a street, or lift station improvement, those type of improvements. The difficult situation here is that the land is privately owned and we don't have the ability to even begin to build the street in that location.

Hoffman: Ok, thank you. Commissioner Allen?

Allen: I wondered if we had any data that showed the volume of traffic in 1998 as compared to 2002?

Hoffman: Is that based on the same program?

Petrie: Where would the data be collected? On Longview?

Commission
June 10, 2002
Page 12

Allen: Yes.

Petrie: Ok. I am sorry, if we do I don't have that with us tonight.

Hoffman: I remember that discussion but I don't think we used that.

Conklin: Once again, on 8.5 you are looking at acres of office park development and coming up with a calculation of 5,393 vehicles average a week daily traffic. A collector street is designed to carry around 6,000 so it is still within those ranges even with the one way in and out shown on there.

Petrie: I am just doing a real quick calculation with the percentage on acreage and working that out with 3.59 acres, which of course it is very hard to make that go back and forth, it would come up with 700 vehicles per day with just the Assisted Care. Of course, when that came through it was the whole piece of property. Just as a comparison, acreage wise, that would account for 700 vehicles per day.

Estes: I have a couple of comments. This of course is a Preliminary Plat, it is subject to certain conditions of approval. The first condition is our determination of any offsite improvement to Longview Street. This is a new matter that is before us and it should be considered as such. Although it is of course related to a previous matter that we've had before us and the appeal from this Commission to the City Council, it was during that appeal that was brought by Mr. Olmstead's law firm, Burke & Eldridge, that our written material reflects that the statement was made and the request was given that the Council wait until Washington Regional developed the remainder of the property to require the road to be completed. Of course, we are here, the day has arrived and that is what is before us now is that the remainder of the property is being developed. We have a high traffic count, average vehicle trip generation has been presented to us and there is nothing whatsoever in the record to dispute those figures, that causes me some concern. I tell you though, there are two additional matters that cause me even greater concern. That is that there is a fire station that is on Plainview. There is no connectivity or no cross access from Plainview to Longview. What we're talking about are medical services, we are talking about assisted care facilities. If there was any sort of an emergency personnel in vehicles from that Plainview station would have to travel north on Plainview, turn west and go down Milsap and then turn back north and come up and then go in. There is no question in my mind that Longview needs to be connected to Plainview. It is just a matter of time and who is going to pay for it. There was the appeal to the City Council. We know that our offsite assessment on the previous application was unanimously overturned by the City Council, and now if I take it correctly, although it has not been specifically stated by this applicant we're asking to pass on it a second time. First of all, I make the

assumption that Longview will be extended and connected to Plainview so the logical next step is who is going to pay for that and how is it going to be paid? I think we should very seriously consider the offsite assessment of the \$71,957.

Hoffman: I have a question for staff. Typically when we do offsite assessments we put a time limit on those. If the CIP project comes through and it is decided that the city would pay for it and the right of way is dedicated, the money can be returned to the developer within a specified amount of time if we put that condition on it.

Conklin: We haven't done that in the past.

Hoffman: I thought we had on Poplar and a couple of other things.

Conklin: Those are funds that we collected for improvements from the developer for offsite. The five year time period came up and they requested their refund of that money. It wasn't due to the CIP project.

Hoffman: Could we not put a similar time frame if the Commission does vote on an offsite improvement assessment for this road. Could we not put a time frame on it for expiration?

Conklin: You already have a five year time frame for the monies to be spent. If not, we hold a public hearing and the Planning Commission determines whether or not the improvement is going to happen fairly soon or refund the money back to the person that gave us the money or refund the money back to the individual lot owners within the subdivision.

Hoffman: I am asking that because the development is certainly an important one for the area. It is going to serve the hospital, it is going to serve a lot of people coming to the area for medical treatment. It is sizeable enough to generate this 5,300 vehicle trips a day so it seems to me that it could be argued the other way that it is feasible that they should pay for the connection or part of it, of Longview.

Hoover: I just realized that I need to recuse from this issue.

Hoffman: Ok, that gives us seven votes. I am always trying to remember too how many the issue requires since we're short one Planning Commissioner. This just requires a simple majority. Knowing that you have seven votes do you wish to proceed or do you want to wait until we have more votes here?

Olmstead: Go ahead and proceed.

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Bunch: Mr. Williams, when this went through before and went to the City Council, possibly some of the reasoning for not having offsite improvements so that one facility would not carry the burden of offsite improvements whereas at this point in time we're looking at a potential 28 or 29 acres of development over and above one individual facility. Previously it was just the Assisted Care facility. Now it is more or less a commercial development. Was there any sort of thinking like that in the decisions?

Williams: Actually, I don't think that we bought that particular argument that was presented to us by Washington Regional at that time. At the time that it went to the City Council Washington Regional wanted the street only to be built to the driveway of the Assisted Care Facility. They did not want the road completed to their property line as the Planning Commission had demanded. The City Council, including myself as an alderman at that time, went along with the Planning Commission and required the hospital to build their road all the way to the property line and that is when they, in reading what Commissioner Estes stated, we did require them to complete that road at that time. They wanted to wait and not complete the road until the rest of the property developed but we said "No, you have to complete the road to your property line, even now even though only one parcel of property is being developed." I think we took into account the fact that all of this land was going to be developed and that is why we required them to build it to the property line. We simply felt that it was improper to require them to pay for offsite development on somebody else's property. We felt that whenever that other property would develop, that developer just like them, would have to pay to have the road built through. We did oversize the road and I think part of that would be to insure that there would be adequate access into this property even prior to the other extension being completed of Plainview.

Conklin: This was built to collector street standards. Washington Regional Medical Center paid for a 28' street all the way from Wimberley Drive to the east property line. They paid the cost of extending that street to the east property line. The City did a cost share to make that into a collector street standard. I think the argument that Washington Regional made was they had to pay for a local street on their property, 28' and then they would be paying for a street on someone else's property. I think that is one of the main arguments that was made.

Hoffman: Thank you Mr. Conklin.

Ward: This is either for Tim or Kit. If we required this assessment to be made, which is about \$72,000, which is about \$9,000 a lot since there are eight lots. Could that be collected when they were brought for large scale?

Conklin: Possibly at large scale.

Hoffman: That would seem to me to be a more equitable solution. I realize that there is somewhat of an issue of requiring offsite improvements. However, if the street directly serves that subdivision, I believe that is a crucial issue as to whether or not we can require the offsite improvement. I think there is no question that Longview would be not only serving the subdivision, but a needed ingress and egress point for it. If anybody wants to try to turn that into a motion I would sure like it. Is there any other discussion? I am going to try to craft a motion. I will move for approval of PPL 02-6.00 for Brookstone Subdivision and the first condition of approval would be that a pro rated system of offsite improvement funding be enacted at the time of large scale development on a per lot basis and that assessment be divisible by the sum of \$71,957 based on each lot and then with the standard conditions of approval.

Petrie: Madam Chair, on the \$71,000, my recommendation would be we go to the overall cost and when the developments come through then we have a better idea of exactly the number of traffic.

Hoffman: I would like to put a not to exceed total number in there though because we've already arrived at this. Then we could prorate it not to exceed when the total lots come through the \$71,000. My motion would state then that the offsite improvements be calculated on a pro rata basis per lot not to exceed \$71,957. That is my motion.

Ward: I will second that. With it, I would like to again ask Kit, our City Attorney, what remedy does the applicant have if we approve it at this level as far as this assessment, they can still take it to the City Council right?

Williams: They can do just like they did in 1998 and appeal to the City Council if they disagree with any of your requirements for this plat.

Ward: Is there a chance that the City Council could find money to do this project as far as this road?

Williams: In fact, the City Council Street Committee, which is basically half the City Council, has unanimously had a meeting and looked at this project and said "Yes, this is a project that we feel will be done by the City." Even though it has not been budgeted yet and it doesn't make much sense to budget it until we know that we can actually have the property dedicated to the city, I would anticipate that if the property becomes dedicated to the City, that it would be a very quick project to be done because as Commissioner Estes has pointed out, this is a very worthwhile project. It

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is close to a fire station. It probably will receive a lot of traffic if it is completed.

Ward: Ok.

Hoffman: Thank you. Is there any further discussion?

Shackelford: Since we have changed this substantially from what was proposed, could we give the applicant an opportunity to comment on the changes? You guys have heard the conversations here. We are now talking about assessing these fees, trying to pass those on to the cost of the lots as they are developed, does that change your objection or position at all?

Olmstead: No.

Shackelford: Kit, you had stated pretty adamantly that you were not in favor of this due to some legal reasons, have you heard anything here in this conversation that has changed your opinion whether or not we should require these fees?

Williams: No I haven't. Primarily I guess my feeling was is that even though this is a different project, as Commissioner Estes stated, I think the general policy was pretty much established by the City Council in 1998. I think it was close enough to this and enough was required of the applicant there in requiring them to build a road all the way to their property line, not just to the project that they wanted to build, that I feel like more from a policy point of view, that the City Council has pretty much already spoken on this. However, we have a lot of new members on the City Council, it is a new City Council so I can't predict what they might do.

Shackelford: Madam Chair, based on that, even though I strongly support this project, I am going to vote against the motion as it stands. I agree that the street needs to be built. I have to go with the City Attorney that this may not be the way that we need to fund it and I want to state that even if we do try to fund it this way, we are still dependent upon getting right of way easements from other property owners. I don't see that what we're doing here is going to facilitate the street being built any quicker. Due to that, I will be voting against the motion as it stands.

Hoffman: Thank you Commissioner Shackelford. Let me just try to elaborate on my thinking on the prorating of the funds. The Planning Commission should be in the business of planning and the fact that we do not have a right of way and that we do not have the CIP funding at this time is precisely why I will vote for it. In some way that could possibly help expedite the building of the road. It is a very short piece, I don't look at it for a tract this size as an undue financial burden, the developer would have been

required to build the entire street that surrounded his property anyway. That is something that he should do and has done and certainly needs to have credit for that. He has an impact on the adjoining streets with the high volume of traffic that is going to be generated by the medical offices so I just wanted to be clear in my reasoning for thinking that we should do the prorating. Does anybody else have any comments at this time? Rence, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to approve PPL 02-6.00 was approved by a vote of 6-1-1 with Commissioner Hoover abstaining and Commissioner Shackelford voting no.

Hoffman: The motion passes on a vote of six to one with one abstention. Thank you Gentlemen.

PC Meeting of June 10, 2002

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701

Brookstone Subdivision, PPL

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner, A.I.C.P.
FROM: Sara Edwards, Associate Planner
Ron Petrie P.E., Staff Engineer
DATE: June 6, 2002

Project: PPL 02-6.00: Preliminary Plat (Brookstone Subdivision, pp 212) was submitted by Terry Carpenter of US Infrastructure, Inc. on behalf of Washington Regional Medical System for property located at 415 Longview Street. The property is zoned A-1, Agricultural and contains approximately 38.62 acres with 8 lots proposed.

Findings: This subdivision includes the Brookstone Assisted Care Facility and the Washington County Health Department. This property was recently rezoned to R-0 to allow for medical offices. Property to the north is zoned C-2, to the east is zoned R-1 and to the south is zoned R-2. Currently 64% of the site exists in tree canopy and the applicant is proposing to preserve 62% of the site until future development occurs. At the time of future development, each tract will be required to meet the minimum 20% canopy preservation requirement.

Recommendation: Approval subject to the conditions listed below.

Conditions of Approval:

1. Planning Commission determination of any offsite improvements to Longview Street. At the present there is only one ingress & egress for this subdivision to Wimberly Drive. *The original Planning Commission approval of the Brookstone Assisted Care Facility on May 13, 1998 required the cost of one-half of this offsite portion of Longview Street be placed in a surety bond. Subsequently, this requirement was overturned by the City Council on June 16, 1998.*

On March 18, 2002 the City of Fayetteville Street Committee discussed the possibility of the City extending this street to College Avenue. All Committee members were in favor of placing this project on the Capital Improvement Program list which would require approval by the City Council. However, the acquisition of the right-of-way remains in question.

City Staff has provided rational nexus calculations in the event that the Planning Commission approves an assessment for this offsite street improvement. The amount of the assessment was calculated to be \$71,957.00. See the attached memo from the Engineering Division.

Standard Conditions of Approval:

2. All required improvements including street lights will be required to be installed prior to final plat approval. Street lights may be deferred if payment is made to the electric company with a certified check and a copy of the check and paid in full receipt is submitted to the Planning Division.
3. Storm water detention will be required for each tract upon development.
4. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications)
5. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.

Background:

The proposed preliminary plat was reviewed at the February 13, 2002 Technical Plat Review and the May 30, 2002 Subdivision Committee Meeting.

Discussion at the Subdivision Committee meeting included possible offsite street improvements to Longview Street.

The Subdivision Committee forwarded the Lot Split to the full Planning Commission subject to all staff comments.

Infrastructure:

- a.) Water will be extended to serve this development.
- b.) Sanitary Sewer will be extended to serve this development.
- c.) Streets. See Conditions of Approval.
- d.) Grading and Drainage. A preliminary drainage report has been submitted. A final report will be required prior to beginning construction. The applicant is not proposing any grading on the site.

PLANNING COMMISSION ACTION: yes Required

____ Approved ____ Denied

Date: _____

Comments:

CITY COUNCIL ACTION:

____ Required
____ Approved ____ Denied

Date: _____

The "CONDITIONS OF APPROVAL", beginning on page one of this report, are accepted in total without exception by the entity requesting approval of this development item.

By

Title

Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 501-575-8206

ENGINEERING DIVISION CORRESPONDENCE

TO: Planning Commission Members
FROM: Ron Petrie P.E., Staff Engineer
DATE: June 6, 2002 (June 10, 2002 P.C. Meeting)
SUBJECT: Brookstone Subdivision (PPL 02-06.00)
Longview Street Offsite Assessment

These calculations are provided in the event the Planning Commission determines that an assessment is required for this subdivision for the extension of Longview Street to Plainview Avenue.

Longview Street is classified as a Collector Street on the Master Street Plan which requires a street width of 36' as measured from back of curb. The following is the rational nexus calculations to construct 500.35' of this street from this subdivision's eastern boundary to Plainview Avenue:

Projected Traffic from Tracts 1-5 & 7 -	5,393 vpd
Assume 50% ingress/egress to the east -	2,696.5 vpd
Collector Street Capacity -	6,000 vpd

Percentage of Capacity utilized by Development – 44.94%

From Historical Data, it costs approximately \$320.00/ L.F. to construct a new 36' wide collector street with curb & gutter and underground drainage. The required length to extend this street to Plainview Avenue is shown as 500.35' on the Preliminary Plat. Therefore, the total cost to extend this street is computed as follows:

$$500.35 \text{ L.F.} (\$320.00/\text{L.F.}) = \$160,112.00$$

$$\text{Developer's Portion} = \$160,112.00(0.4494) = \$ 71,957.00$$

Therefore, the assessment for the Brookstone Subdivision would be \$71,957.00 to extend Longview Street to Plainview Avenue.

Brookstone
Summary of Average Vehicle Trip Generation
For 27.64 Acres of Office Park
June 05, 2002

	24 Hour	7-9 AM Pk Hour		4-6 PM Pk Hour	
	Two-Way Volume	Enter	Exit	Enter	Exit
Average Weekday	5393	652	57	117	664

	24 hour	Peak Hour	
	Two-Way Volume	Enter	Exit
Saturday	811	51	14
Sunday	378	24	35

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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LSD 98-13.00 LARGE SCALE DEVELOPMENT (ASSISTED CARE UNITS, 212/213)
SOUTH OF LONGVIEW AND EAST OF WIMBERLY DRIVE

This item was submitted by Northwest Engineers on behalf of Washington Regional Medical Services for property located south of Longview and east of Wimberly Drive. The property is zoned A-1 Agricultural and contains approximately 39.20 acres.

Staff's Recommendations:

Approval subject to the 11 conditions of approval.

Kurt Jones of Northwest Engineers, appeared on behalf of applicant before the commission. Mr. Jones stated there were no objections to any of the conditions. They are requesting a waiver of the overhead utilities.

- ☐ Mr. Odom stated there were two waivers being presented - one for the parking waiver and the other would be waiving requirement for overhead utilities to be placed underground.

Mr. Jones stated the developer is also requesting that in lieu of building the street past this development to the east to provide a surety bond in lieu of construction of the street.

Public Comments:

- ☐ Mr. Odom noted there was nothing proposed by the developer to go to Wimberly.

Thomas Gill, 3195 Butternut, which is the intersection of Village Drive and Butternut to the south of the proposed development. He stated he received a certified letter from the engineer and from the City. He stated he attended the SDC meeting and expressed his concern about opening Village Drive into the project. He stated since that time he had visited with Mr. Jones and was told this was never proposed, and wanted to know if this was a viable solution.

- ☐ Mr. Odom responded the engineer of the proposed project does not always get to say where they want to build a road, and are required to provide access points. He stated the staff's concerns were of future access.
- ☐ Ms. Little stated when subdivisions are platted for connectivity is addressed noted when the particular subdivision in which Mr. Gill is presently living was considered, the planning commission did plan for a connection to the north. That particular 50 foot right-of-way was removed from the development for the purpose of extension to the north. The current staff has the obligation to let the current Planning Commission know that in the past the staff and Planning Commission felt there was a need for access to the south. With this subject property being zoned A-1 it could have developed as a subdivision with residential lots, then there would have been a strong push for connection at that time. The property now has developed and since then that particular access has been dropped. That option is not viable due to the way the property has now developed.

Discussion:

- ☐ Mr. Forney noted the MSP shows connection from Longview towards Monte Painter. Because he had not attended the SDC he wondered if there was any question to access to Monte Painter.
- ☐ Ms. Little referred to page 7.7 and noted the consideration was whether to try satisfy the MSP and the location that was planned which would have connected to Monte Painter and then angle to the northeast to connect to Longview. The applicant has proposed and staff is in agreement that the collector street be

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constructed at Longview Street and intersect with Wimberly Drive. One reason this location for the collector is the County Health facility which has been constructed at the intersection of Wimberly and Monte Painter. The second reason is that there is a drainage way running along the southern portion of the 40 acres and if the collector street had been placed in that area this would have necessitated a bridge or another conveyance. The proposed location is a good location as opposed to the plan's location. Therefore, you are not abandoning the MSP but merely accepting a street in lieu of the MSP.

- Ms. Little noted that off-site directly to the east there is a site for a fire station, which the City has a plan to connect Plainview from the north down to Longview and this is shown on the map. The new Longview will connect to the new Plainview and staff felt this would be a good connection.
- Ms. Hoffman wanted to address the street connectivity and does feel it would be good idea to require a 50% contribution at this time which would steer traffic from here and the street be built to the property line.

Mr. Jones responded regarding the parking waiver and noted this facility would not require that many parking spaces and the residents would not have automobiles on-site and the only people utilizing the parking would be staff and visitors. Therefore, they feel the 55 proposed parking spaces would be more than adequate which was based on discussions with the developer.

- Ms. Little stated staff was in support of the parking waiver request.

Mr. Odom moved to approve the parking waiver for 55 proposed parking spaces.

Ms. Johnson seconded said motion as stated.

Mr. Jones stated he provided some information from SWEPCO and they were not able to prepare a detailed estimate and gave him a ball park figure which was half a million dollars. The total cost of the proposed project is estimated to be \$4 million dollars.

Mr. Jones also wanted to discuss the proposed 50% contribution for the extension and do not feel this would be appropriate due to the fact they are already building substantial road. He stated to require this developer to pay for off-site road.

The roll was called and said motion carried on a unanimous vote of 7-0-0.

- Ms. Johnson wanted to identify the curb cut issue.
- Ms. Little stated this was to be brought to the commission's attention. The normal recommendation is one curb cut per development. In this particular item in order to provide access to the drop out there the staff concurs with the applicant's plan. The item concerning the third curb cut is to provide access to the parking lot. This would not be necessary for the project but since there are no future proposals and with Longview being a collector street. The particular alignment of Longview Street has been placed where it veers back to the north to connect to Longview and it veers back to the north to allow buildable to the south for another development.
- Mr. Odom stated with this project being a hospital he felt two would be amenable to allow for ambulance use.
- Ms. Little stated since this was an assisted care facility emergency vehicles would be adequately served by the two curb cuts. There is no rear access to the building.

Mr. Jones referred to their layout and noted the two in front of the building is for the drive-thru area, and the third access to the east is mainly to provide service vehicles to the facility without routing through the front of the building. Also there is a fire hydrant located in that area which would be easier for a fire truck to access the

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hydrant and felt these three accesses would be needed.

- Ms. Little inquired what their comment would be if they eliminate the middle curb cut.

Mr. Jones stated there would be a lot of drive-thru traffic and their goal is to keep the traffic out of the parking lot as much as possible.

- Mr. Forney inquired about the conclusions the SDC members had.
- Ms. Hoffman stated that since Longview may eventually be a private street and therefore supports an elimination of one of the middle driveways which would still allow delivery vehicles easier access.
- Mr. Forney has no objection to three and would support two as well.

Mr. Odom moved to deny the waiver to place existing utilities underground.

Ms. Hoffman seconded said motion as stated.

Mr. Jones stated that the cost is \$500,000 for this project which is over 10% of the overall cost of the development. He stated one of the factors the Planning Commission is required to consider in deciding a waiver is the financial impact and burden and if \$500,000 is not considered a hardship or burden, then what is, and feels this amount is excessive.

- Mr. Forney stated there are a number of other areas of development going on at North Hills and the issues of burying utilities and stated it is burdensome to go down and up and would not be cost-effective for anybody. He referred to the ordinance and feels that the ordinance needs to be followed.
- Ms. Johnson inquired if the motion to deny the waiver was approved, could the applicant appeal the denial to the council and this was affirmed. She further noted if the requirement was not followed to place the utilities underground in this subject area then when and where would it be required.

Mr. Jones referred to the utility lines on the plat and stated that these utility lines were already on the property, the developer would be willing to install the new utilities underground, but felt it was excessive to require the developer to bear the burden of the cost for the existing utility lines.

- Ms. Little addressed another item concerning the difference of the line on the north side of the property and the line on the east side of the property.

Mr. Jones stated according to SWEPCO there was no difference in the utilities.

- Mr. Forney inquired of staff regarding Staffmark and the project south of Millsap regarding burying the utility lines.
- Ms. Little responded that Staffmark requested a waiver which had been denied. This is the same line which is a major feeder which runs up north to Hwy 412. Staffmark eventually came back and would want to readdress it and accepted to bury the lines underground with the condition to come back at a future time. Staff has a letter from them and they are going to lay the lines underground. There is amount of the line that the other project North Park Phase II would have been responsible for. Staffmark would have their utility lines completely underground and would be putting up a lot of money for that installation.

If we grant one developer a waiver and do not have any authority to go to the other developers to ask them to help this developer.

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- Ms. Little inquired concerning the other projects in this area and what SWEPCO's input was.

Mr. Jones stated it makes sense to install the utility lines at one time, but his disagreement is the overall cost to this developer and it is within the rights of the Planning Commission to grant a waiver due to the financial hardship. Mr. Jones stated at the present time there were no plans for the rest of the 40 acre site.

- Mr. Odom stated he did feel the amount was exorbitant and wondered if the developer could put some of the money in escrow to be used when the other property was developed.
- Mr. Forney stated the developer had chosen the route of going conditional use but if the developer had done a lot split, then the developer would be addressing only the property subject to this development.

The motion was restated by Chairman Odom.

The roll was called and said motion carried on a vote of 6-1-0, with Mr. Ward voting nay.

There was a question concerning the off-site improvement.

- Mr. Beavers stated Mr. Jones provided him with an estimate to extend Longview to the east in the amount of \$152,000 excluding the right-of-way.

Mr. Jones addressed this issue and noted this was a collector street and did not feel the 50% was for a collector street or a city standard street, but if it was city standard street, the amount would be less. The estimate was based on engineering and some other factors. This is for this street over to Plainview east of the eastern boundary of the proposed development. The developer's preference would be for the developer not to be assessed this cost.

- Mr. Reynolds inquired if the city had acquired the land or if it had been donated.
- Ms. Little stated they did speak with Tom Lewis, representative of the Lewis family, and were willing to consider the dedication, but this has not been formalized and does not anticipate it would be a problem. She further stated she did not feel it was appropriate to charge this developer for a portion of the acquisition of this land since the development of the street would directly benefit the owners of land. If the owners do not want to dedicate the land, the city has the right to pursue this through eminent domain.

The street is estimated to be 500 feet in length.

- Ms. Little stated since the estimate includes the extension of water and sewer, those numbers should not be in the street estimate numbers which calculation is based on \$60/foot for street cost.

Mr. Jones stated the cost for the street is coming out to about \$300/foot excluding engineering and utilities which is not uncommon. He further stated Joyce Boulevard worked out to be approximately \$300/foot with engineering which is a 4-lane road, and the asphalt cost is \$65/foot.

The staff's recommendation came from the SDC and it is not unreasonable to require the applicant to construct ½ of the street off-site and the city contribute the other ½ of the street.

Mr. Forney moved to approved LSD 98-13 with the following amendments to the conditions of approval:

1. *That the parking waiver is granted.*
2. *The requested waiver for utility lines be installed be denied;*
3. *That two curb cuts be permitted;*
4. *The developer be responsible for building a 28 foot residential street for the length of*

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Longview from property line to property line and ½ of such street from east property line to connect with the existing Longview.

Ms. Hoffman seconded said motion as stated.

- Ms. Johnson inquired about the extension of Longview and the fact that it does not connect with Kenray. Staff had said Kenray would ultimately be vacated so a future street would go up there and meet with Longview. She inquired if staff felt the street planned locates the eastern end of Longview where it should be.
- Ms. Little stated they were in support of this configuration.

Mr. Jones inquired about the request of putting a portion of the cost of the street improvement in the surety bond addressed in the motion.

Mr. Forney moved to approve the surety bond from the eastern edge of the property line to Longview street.

- Ms. Little stated the surety bond would be allowable and the question she would address was when the street would be built and there are two options:
 1. Staff take to council a request the other half of the street be built at public expense;
 2. Hold the bond until development of the property to the east occurs, then the developer of that property builds the other 14 feet and the surety bond would provide for the building of that street.

There is no preference at this time. With regard to the request the street be built to the entry way and not to the property line, the staff does not support this request.

Ms. Little stated property to the south is zoned R-1 and houses would be built on this property unless a developer requests a rezoning.

Mr. Forney moved to amend his motion that the assessment for portion of the road to the east of the property line could be made as a surety bond.

Ms. Hoffman seconded the amended motion.

Ms. Johnson inquired if the street be built within five years or the developer could come back and request a refund.

The roll was called and said amended motion and was approved on a vote of 7-0-0.

The roll was called and said motion to approved the large scale development was approved on a vote of 7-0-0.

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Schaper voting no and Alderman Young abstaining.

This item remained on second reading.

PLANNING COMMISSION APPEAL/WASHINGTON REGIONAL

Mayor Hanna introduced an appeal submitted by Burke and Eldridge on behalf of Washington Regional Medical Services for a large scale development off Millsap Road and Wimberly Street. The request is to appeal the Planning Commission's decision to deny a waiver request for the construction of a standard city street.

Jack Anderson, Administrator of Fayetteville City Hospital, stated this is a Fayetteville City Hospital project. He stated he was present to ask the Council to waive the portion of the road through Washington Regional property as well as the monetary assessment for the road across the property to the east. They are requesting this because every dollar required made it less likely the project would be developed. They have an excellent site at that location. They can only afford this type of facility on this site because Washington Regional has worked with them. If the site development costs are significant, they will have to look at alternative sites and possibly not continue with the project. The bottom line is if you take the street development cost off of this four-acre development you'll be taking it off the backs of senior citizens of Northwest Arkansas. He requested the Council wait until Washington Regional developed the remainder of the property to require the road to be completed. If it is required now, it may prevent the project from taking place.

Alderman Williams stated the Council saved the development half a million dollars by taking into account the need for this facility. However, the normal procedure is for the developer to build the street all the way through. He could imagine the property on the other side developing and having two streets within half a block of each other not being finished. He stated he has no problem requiring them to pay half the cost of extending the street off their property; but he agrees with the Planning Commission that they do need a street through their property.

Mr. Anderson stated his concern is that the additional cost would make it unfeasible to continue with the project.

Alderman Williams estimated the cost savings of not running the street through to the property line would be approximately \$75,000.

Kurt Jones, Crafton & Tull Engineers, stated the estimate submitted did not include storm drainage. He estimated it to be \$150,000.

Alderman Schaper asked about further development. He noted the development was sited in the middle of a forty-acre tract of land.

Mr. Anderson replied that the facility has been situated where it is because it is the least attractive on the property and could justify this type of facility. They have no plans for other development at this time.

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Alderman Schaper questioned the agreement between this development and Washington Regional.

Mr. Anderson stated it was his intention to purchase this portion of the property from Washington Regional.

Alderman Schaper stated the rest of the site could be further developed.

Ms. Little stated part of the reason why the master street had not joined Kenray Street was so that there would be more room on the eastern side for future development.

Alderman Daniel stated she had spoken with Chief Jackson who stated the road was needed for emergency vehicles.

Little stated it is normal procedure for a developer to guarantee the construction of facilities with a bond or cash contributions. The City has not taken bills of assurance for two to three years. They are very difficult to collect.

Alderman Schaper expressed concern about the developer purchasing a land-locked piece of property. He asked if they were going to purchase the property, would Washington Medical Center dedicate an access easement to them.

Little stated they have not discussed a lot split during any of the meetings. It is her understanding that this is a Washington Regional Medical Center project.

Mr. Jones stated they are not discussing a lot split at this time.

Alderman Williams stated this was Washington Regional property and they would have to have a road constructed through the property. He could not see a good reason not to required the road.

Alderman Williams moved to grant the waiver not to require off-site road construction. The through road would be required. Alderman Schaper seconded the motion. The motion carried by a vote of 6-0-1, with Alderman Young abstaining.

CHAPTER 33 AMENDMENT & ADOPTING UDO

Mayor Hanna introduced an ordinance amending Chapter 33 of the Code of Fayetteville to provide for the Board of Adjustment, the Plat Review Committee, the Subdivision Committee, the Tree and Landscape Advisory Committee, and the Board of Sign Appeals.

Alderman Williams moved to suspend the rules and go to the second reading of this item and the next item, an ordinance deleting Title 15, etc., and adopting the Unified Development Ordinance. Upon roll call, the motion carried on a vote of 7 to 0.

City Attorney Rose read the ordinances for the second time.

Alderman Schaper asked if editing corrections would have to come back to the Council.

AUGUST 18, 1998

Alderman Miller stated they would be able to connect to the sewer, if they were annexed.

Alderman Williams made the motion to suspended the rules on the annexation and go to the third and final reading of the re-zoning. Alderman Miller second the motion. Upon roll the motion carried 7-0-0.

City Attorney Rose read the annexation ordinance.

Alderman Trumbo made an motion to suspended the rules and go to the third and final reading. No second motion was made. The re-zoning ordinance was left on the second reading.

Mayor Hanna called for the vote on the annexation. Upon roll call the motion passed 7-0-0.

ANNEXING ORDINANCE 4114 AS RECORDED IN THE CITY CLERK'S OFFICE.

REZONING LEFT ON THE SECOND READING

WRMC ASSISTED CARE DEVELOPMENT: Mayor Hanna introduced a resolution from Council concerning a proposed cost-share for the cost difference between construction Longview as a 36 ft. Collector vs. A 28 ft local street for approximately 1450 ft at the WRMC Assisted Care development.

Alderman Schaper stated that he did not know if this policy was in the City's best interest.

Alderman Williams replied the reason behind the policy was that it is assumed that many other people other than that developer and his tenants will be using the collector. We do require a larger right way.

Alderman Trumbo made the motion to move the resolution as presented. Alderman Pettus second the motion. Upon roll call the motion carried 7-0-0.

RESOLUTION 113-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

ORDINANCE AMENDMENT: Mayor Hanna introduced an ordinance amending Section 97.016 of the Code of Fayetteville to allow the Mayor or his designee to establish fees for the use of City Park Ballfield for tournaments.

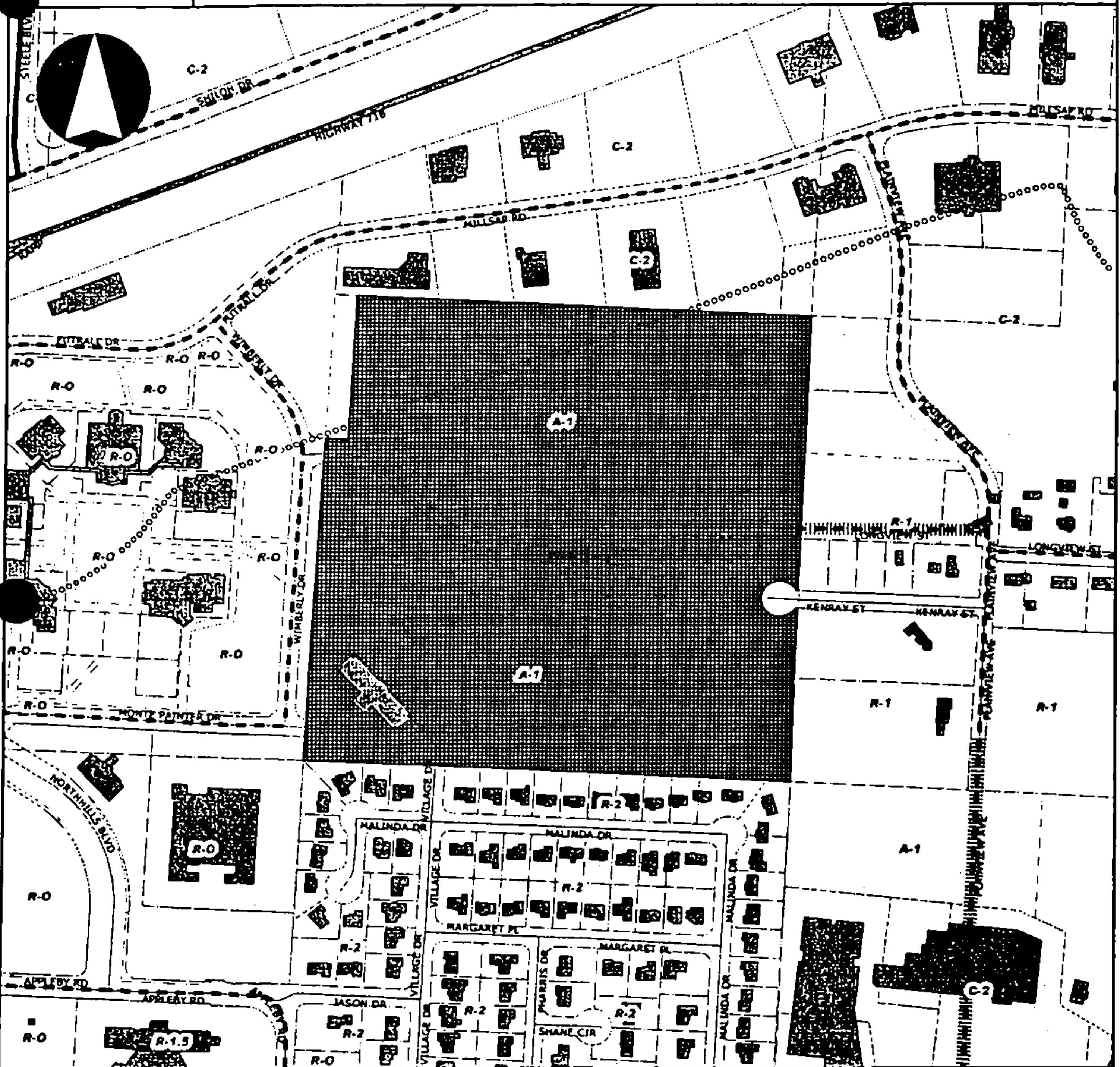
City Attorney Rose read the ordinance.

Alderman Williams made the motion to suspend the rules and go to the second reading. Alderman Miller second the motion. The motion carried 7-0-0.

PPL02-06.00

BROOKSTONE SUBDIVISION

Close Up View



Overview

Legend

Subject Property

PPL02-06.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

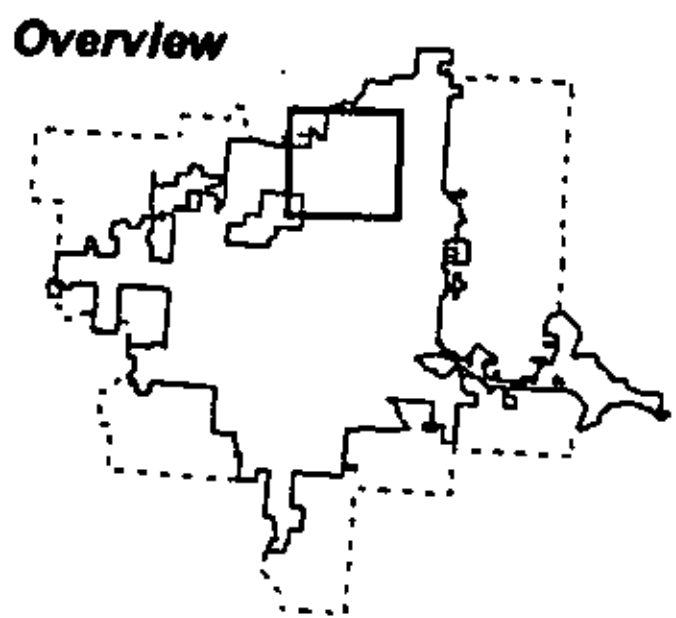
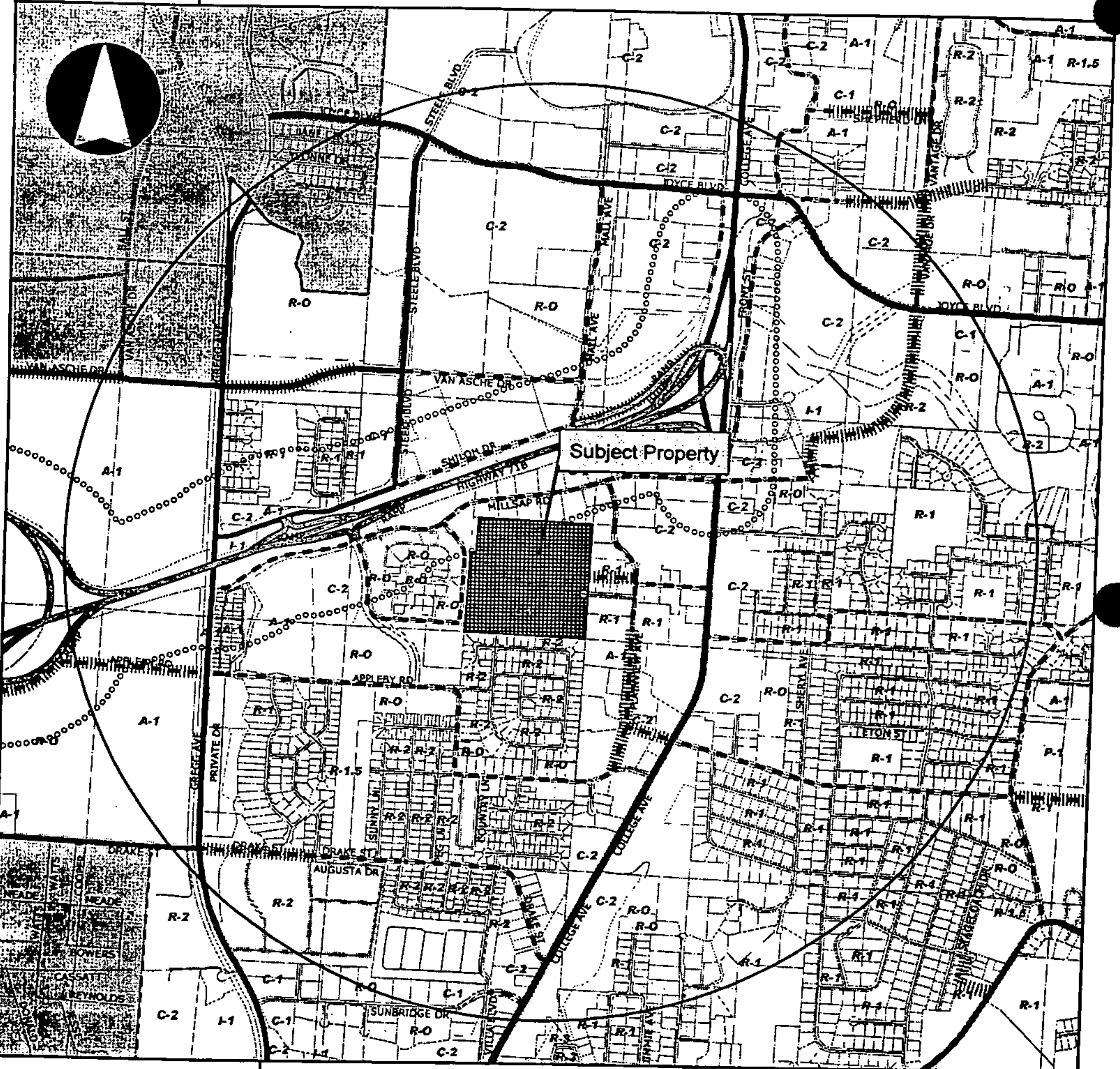
Collector

Historic Collector

0 125 250 500 750 1,000 Feet

BROOKSTONE SUBDIVISION

One Mile View



Legend

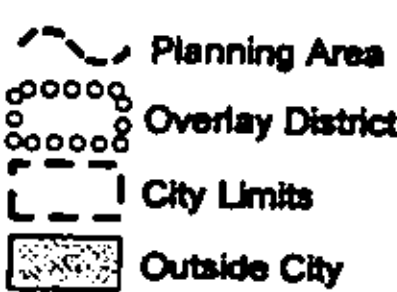
Subject Property



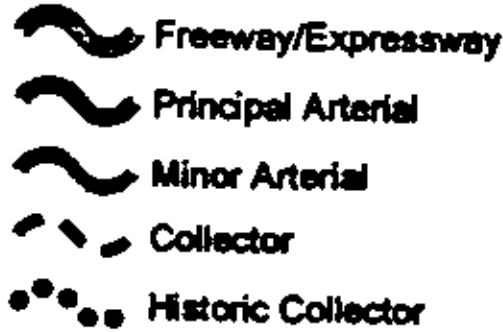
Streets



Boundary



Master Street Plan



STAFF REVIEW FORM

Water Service Area
C. 4. Page 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

FOR: COUNCIL MEETING OF July 16, 2002

MAYOR'S APPROVAL _____

FROM:

Greg Boettcher
NameAdministration
DivisionPublic Works
Department

ACTION REQUIRED: A RESOLUTION TO MODIFY THE EXISTING EXCLUSIVE WATER SERVICE AREA LINE BETWEEN FAYETTEVILLE AND SPRINGDALE TO TRANSFER ABOUT 340 ACRES IN THE CITY OF JOHNSON INTO SPRINGDALE'S SERVICE AREA

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.: _____

RESOLUTION NO. _____

A RESOLUTION TO MODIFY THE EXISTING EXCLUSIVE WATER SERVICE AREA LINE BETWEEN FAYETTEVILLE AND SPRINGDALE TO TRANSFER ABOUT 340 ACRES IN THE CITY OF JOHNSON INTO SPRINGDALE'S SERVICE AREA

WHEREAS, on June 5, 1967, the City of Fayetteville agreed with the cities of Bentonville, Rogers and Springdale to fund the expansion and operation of the Beaver Water Supply Facilities of the Beaver Water District; and

WHEREAS, exclusive water service areas for the cities were agreed to as part of that contract with the right of such cities to alter their exclusive service area by mutual agreement in the future; and

WHEREAS, the proposed Clear Creek Golf Course development including numerous residences to be built upon about 340 acres of land within the City of Johnson is currently within the exclusive water service area of the City of Fayetteville, but is not now being served with City of Fayetteville water mains nor can be legally served with City of Fayetteville sewer service; and

WHEREAS, the owners of the Clear Creek Golf Club development desire that their property be transferred from the exclusive water service area of Fayetteville to the service area of Springdale so that water and sewer can be provided by the same provider and also to obtain a second and redundant water supply for its development and the nearby hospital.

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 agrees that the plat of land identified in Exhibit A containing about 340 acres in the City of Johnson should be and is hereby transferred from the City of Fayetteville's exclusive service area to the City of Springdale's exclusive service area and authorizes the Mayor to execute any necessary agreement, contract or

memorandum of understanding to accomplish this transfer pursuant to paragraph 20 of the Memorandum of Understanding and Contract entered into on June 5, 1967.

PASSED and APPROVED this 16th day of July, 2002.

APPROVED:

By: _____
DAN CODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

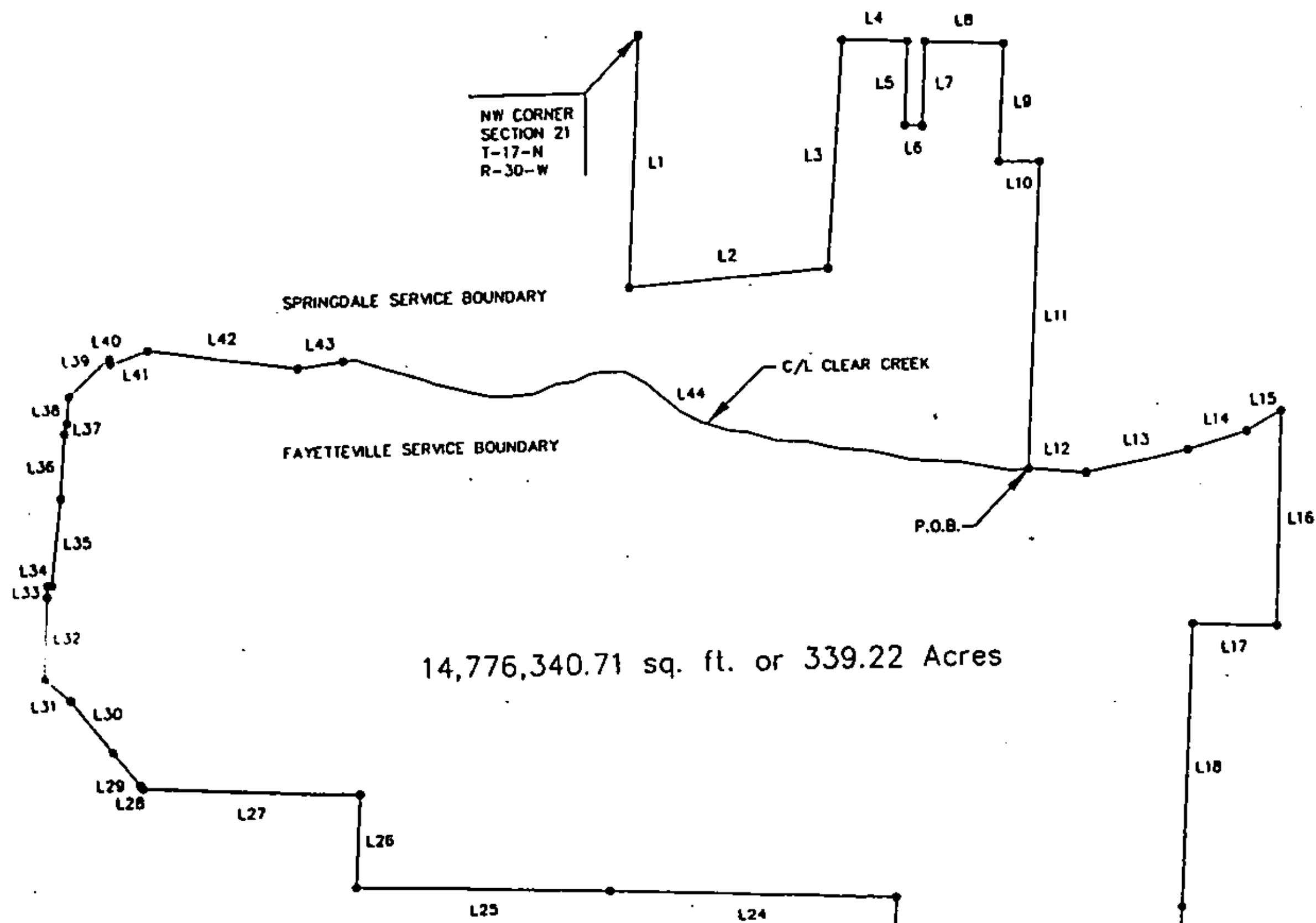
EXHIBIT "A"

DESCRIPTION OF SERVICE AREA TO BE RELEASED:

PART OF SECTIONS 20, 21 AND 28 OF TOWNSHIP 17 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 21, BEING A FOUND MONUMENT AT THE EDGE OF GREAT HOUSE SPRINGS ROAD, AS SHOWN ON SURVEY PLATS N-32, M-156, 16-74, AND DR. 2 PAGE 521, THENCE ALONG THE WEST LINE OF SAID SECTION 21, S 02°27'35"W 1139.19 FEET TO A 1/2 INCH IRON PIN, BY A TREE FENCE CORNER, THENCE N 86°06'10"E 915.77 FEET TO A 1/2 INCH IRON PIN AT A FENCE CORNER, THENCE N 03°55'08"E 1037.43 FEET TO A 1/2 INCH IRON PIN AT THE EDGE OF GREAT HOUSE SPRINGS ROAD, SAID PIN BEING ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21, THENCE ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, S 87°29'50"E 305.66 FEET TO THE NORTHWEST CORNER OF PLAT M-516, ALSO BEING THE NORTHWEST CORNER OF DEED 1379-804, THENCE S 02°18'17"W 377.54 FEET TO A FOUND PIPE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID PLAT M-516, THENCE S 85°59'16"E 82.07 FEET TO A FOUND IRON PIN AT THE SE CORNER OF PLAT M-516, SAID POINT BEING ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, THENCE ALONG THE EAST LINE OF SAID PLAT M-516, N 02°25'16"E 379.70 FEET TO THE NORTHEAST CORNER OF SAID PLAT M-516, SAID POINT BEING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21, AS SHOWN ON PLAT M-516. THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, S 87°29'50"E 368.06 FEET TO THE NORTHWEST CORNER OF A 2.25 ACRE CEMETERY, THENCE ALONG A ROCK WALL S 02°42'03"W 529.10 FEET TO THE SOUTHWEST CORNER OF SAID CEMETERY, SAID CORNER BEING THE CORNER OF SAID ROCK WALL, THENCE ALONG SAID ROCK WALL S 88°59'41"E 189.21 FEET TO THE SOUTHEAST CORNER OF SAID CEMETERY, ALSO BEING ON THE WEST LINE OF PLAT 16-74 AND DEED 99046708, THENCE ALONG THE WEST LINE OF SAID PLAT 16-74 AND DEED 99046708, S 02°32'43"W 1417.45 FEET TO THE CENTER OF THE CHANNEL OF CLEAR CREEK AND THE TRUE POINT OF BEGINNING, THENCE ALONG THE CENTER OF THE CHANNEL OF CLEAR CREEK, (ON THE DATE OF THIS SURVEY) SAID CREEK HAVING THE MEANDERS OF, S 85°45'20"E 268.94 FEET, THENCE ALONG SAID CENTER OF THE CHANNEL OF CLEAR CREEK, N 78°35'04"E 480.61 FEET, THENCE ALONG THE CENTER OF THE CHANNEL OF CLEAR CREEK, N 73°10'43"E 287.18 FEET, THENCE ALONG THE CENTER OF THE CHANNEL OF CLEAR CREEK, N 60°18'41"E 183.00 FEET, TO THE NORTHEAST CORNER OF DEED 1400-904, ALSO BEING THE NORTHEAST CORNER OF DEED 98050131, THENCE LEAVING SAID CREEK, ALONG THE EAST LINE OF SAID DEEDS 1400-904 AND 98050131, S 02°09'04"W 990.00 FEET TO THE SOUTHEAST CORNER OF SAID DEED 1400-904, AND DEED 98050131, SAID POINT BEING A 1/2 INCH IRON PIN LYING ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SAID IRON PIN BEING 56 RODS, (924.00 FEET) FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, N 87°27'27"W 389.14 FEET TO A FOUND CONCRETE MONUMENT AT A FENCE CORNER BEING THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AS SHOWN ON SURVEY PLAT DR 1-635, ALSO BEING THE NORTHEAST CORNER OF DEED V-374, THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, ALSO BEING THE EAST LINE OF DEED V-374, S 03°04'39"W 1325.18 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, BEING A FOUND 1/2 INCH PIN AS SHOWN ON PLAT DR 1-635, THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, S 03°04'39"W 1325.33 FEET TO A FOUND STONE BY A FENCE CORNER AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, AS SHOWN ON SURVEY PLAT DR 1-635, THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, S 02°18'33"W 1292.28 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, AS SHOWN ON SURVEY PLAT L-34, THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, N 87°14'06"W 1311.93 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, THENCE ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, N 02°25'06"E 1303.98 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, THENCE ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, N 02°28'48"E 1321.02 FEET TO A FOUND IRON PIN AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, N 87°15'16"W 1317.79 FEET TO A FOUND STONE BY A FENCE CORNER AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, N 87°47'52"W 1176.81 FEET TO A FOUND 1/2 INCH IRON PIN THAT IS S 87°47'52"E 150.00 FEET FROM THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, SAID CORNER BEING MARKED BY A FOUND STONE, SAID 1/2 INCH IRON PIN ALSO BEING THE SOUTHEAST CORNER OF THE EXCEPTION TO DEED 678-362, THENCE ALONG THE EAST LINE OF SAID EXCEPTION TO DEED 678-362, N 03°05'25"E 440.00 FEET TO A 1/2 INCH IRON PIN AT THE NORTHEAST CORNER OF SAID EXCEPTION TO DEED 678-362, THENCE ALONG THE NORTH LINE OF SAID EXCEPTION TO DEED 678-362, N 87°31'43"W 988.72 FEET, (RECORD 14.5

CHAINS, 957.00 FEET) TO THE SPRING BRANCH CALLED IN THE EXCEPTION TO DEED 678-362, THENCE NORTHWESTERLY WITH THE MEANDERINGS OF SAID BRANCH TO WHERE SAID BRANCH CROSES THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, (AT THE TIME OF THIS SURVEY) THE MEANDERINGS OF SAID BRANCH ARE, N 37°16'39"W 18.64 FEET, TO THE NORTHWEST CORNER OF DEED 99108643, THENCE N 38°15'23"W 196.88 FEET TO THE NORTHEAST CORNER OF DEED 98028571, THENCE ALONG THE NORTHEAST LINE OF SAID DEED, N 37°23'12"W 310.00 FEET, THENCE N 50°00'52"W 158.63 FEET, TO THE BRIDGE AT HIGHWAY 112 OVER SAID SPRING BRANCH, SAID POINT BEING S 02°36'48"W 375.55 FEET (RECORD 6.11 CHAINS, 403.26 FEET) FROM THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, ALSO BEING THE NORTHWEST CORNER OF THE EXCEPTION TO DEED 678-362, SAID POINT MARKED BY A MAG NAIL, THENCE ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, N 02°36'48"E 375.55 FEET TO A FOUND PIPE BY THE EAST EDGE OF SAID HIGHWAY 112 AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, N 02°10'41"E 53.84 FEET, THENCE LEAVING SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, N 85°55'47"E 21.93 FEET TO A STEEL FENCE CORNER POST ON THE EAST RIGHT OF WAY OF SAID HIGHWAY 112, ALSO BEING THE RIGHT OF WAY DESCRIBED IN DEED 654-625, THENCE ALONG SAID RIGHT OF WAY, N 07°18'11"E 400.76 FEET TO A RIGHT OF WAY SIGN POST, THENCE ALONG SAID RIGHT OF WAY, N 03°51'56"E 299.90 FEET TO A FENCE CORNER POST, THENCE ALONG SAID RIGHT OF WAY, N 14°13'49"E 50.71 FEET TO A RIGHT OF WAY SIGN POST, THENCE ALONG SAID RIGHT OF WAY, N 03°56'06"E 126.79 FEET TO A POINT IN THE CENTER OF CLEAR CREEK, THENCE ALONG THE CENTER OF CLEAR CREEK, N 46°52'47"E 254.18 FEET TO A POINT OF INTERSECTION OF THE CENTER OF CLEAR CREEK WITH THE WEST LINE OF SURVEY PLAT DR2-521, ALSO THE WEST LINE OF DEED 1223-419, THENCE LEAVING THE CENTER OF SAID CLEAR CREEK, ALONG THE WEST LINE OF SAID DEED 1223-419, AND THE NORTH LINE OF DEED 678-362, S 08°26'22"E 29.94 FEET TO A POINT IN AN EXISTING FENCE LINE AS SHOWN ON SAID SURVEY PLAT DR 2-521, THENCE ALONG THE SOUTH LINE OF SAID SURVEY PLAT DR 2-521, AND DEED 1223-419, ALSO BEING THE NORTH LINE OF DEED 678-362, N 68°55'23"E 180.18 FEET ALONG A FENCE LINE, THENCE ALONG SAID FENCE LINE, BEING THE SOUTH LINE OF SAID SURVEY PLAT DR 2-521 AND DEED 223-419, AND THE NORTH LINE OF DEED 678-362, S 82°01'08"E 684.42 FEET, THENCE ALONG THE SOUTH LINE OF SAID SURVEY PLAT DR 2-521 AND DEED 1223-419, ALSO BEING THE NORTH LINE OF DEED 678-362, N 82°29'56"E 207.37 FEET TO A POINT OF INTERSECTION OF THE CENTER OF THE CHANNEL OF CLEAR CREEK WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SURVEY PLAT DR 2-521, AND THE NORTHEAST CORNER OF DEED 678-362, SAID POINT BEING N 02°22'47"E 467.33 FEET (RECORD 462.00 FEET) FROM THE SOUTHEAST CORNER OF THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, THENCE EASTERLY ALONG THE CENTER OF THE CHANNEL OF CLEAR CREEK 3321.64 FEET, MORE OR LESS TO THE POINT OF BEGINNING. CONTAINING 339.22 ACRES, MORE OR LESS.



LINE	DIRECTION	DISTANCE
L1	S 02°27'35" W	1139.19'
L2	N 86°06'10" E	915.77'
L3	N 03°55'08" E	1037.43'
L4	S 87°29'50" E	305.66'
L5	S 02°18'17" W	377.54'
L6	S 85°59'16" E	82.07'
L7	N 02°25'18" E	379.70'
L8	S 87°29'50" E	368.06'
L9	S 02°42'03" W	529.10'
L10	S 88°59'41" E	189.21'
L11	S 02°32'43" W	1417.45'
L12	S 85°45'20" E	268.94'
L13	N 78°35'04" E	480.61'
L14	N 73°10'43" E	287.18'
L15	N 60°18'41" E	183.00'
L16	S 02°09'04" W	990.00'
L17	N 87°27'27" W	389.14'
L18	S 03°04'39" W	1325.18'
L19	S 03°04'39" W	1325.33'
L20	S 02°18'33" W	1292.28'
L21	N 87°14'06" W	1311.93'
L22	N 02°25'06" E	1303.98'
L23	N 02°28'48" E	1321.02'
L24	N 87°15'16" W	1317.79'
L25	N 87°47'52" W	1176.81'
L26	N 03°05'25" E	440.00'
L27	N 87°31'43" W	988.72'
L28	N 37°16'39" W	18.84'
L29	N 38°15'23" W	196.88'
L30	N 37°23'12" W	310.00'
L31	N 50°00'52" W	158.63'
L32	N 02°36'48" E	375.55'
L33	N 02°10'41" E	53.84'
L34	N 85°55'47" E	21.93'
L35	N 07°18'11" E	400.76'
L36	N 03°31'56" E	299.90'
L37	N 14°13'49" E	50.71'
L38	N 03°56'06" E	126.79'
L39	N 46°52'47" E	254.18'
L40	S 08°26'22" E	29.94'
L41	N 68°55'23" E	180.18'
L42	S 82°01'08" E	664.42'
L43	N 82°29'56" E	207.37'
L44	EASTERLY	3321.64'



July 1, 2002

Greg Boettcher, P.E.
Public Works Director
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Dear Mr. Boettcher:

In preparation of our July 2nd, 9:00 a.m. meeting, I thought it would be helpful for all parties to present the following information for review.

Last fall Don Whitmire, an engineer with Tyson Foods Inc., met with the City of Fayetteville Public Works Director, Don Bunn, to discuss the possibility of the City of Fayetteville providing water and sewer for the Clear Creek project. During that meeting, Mr. Bunn stated that the City of Fayetteville sewer system was at 95% capacity and the new wastewater plant north of Farmington would not come on-line until the year 2005. Mr. Bunn stated that they could not take on any more load until that time. Mr. Bunn also stated that by city ordinance, the City of Fayetteville could not serve sewer to anyone outside the city limits.

John Flake, one of the principal investors in this project, and Mr. Whitmire visited with Mayor Coody last fall. The Mayor had them talk with Tim Conklin, City Planner. Tim confirmed that the City of Fayetteville cannot serve sewer to anyone outside its city limits. None of our project property adjoins existing Fayetteville city limits. Annexation into the City of Fayetteville would require the approval of other property owners and a deannexation from the City of Johnson. This scenario would require a release from the Springdale Water District for all properties north of Clear Creek.

On December 10, 2001, our consulting engineer, Rick Rogers with CEI Engineering, Inc., wrote a letter to Mr. Bunn asking for Fayetteville to serve water and sewer to our project. Neither Mr. Bunn or anyone else with the City of Fayetteville responded to our letter. Since that time, we have spent over \$100,000 in design fees for Springdale to provide our project water and sewer.

As you know, our development is located in the City of Johnson. The City of Springdale does have a written agreement that allows them to serve the City of Johnson water and sewer and defines the parameters for that service. According to Mr. Bunn, if the City of Fayetteville would provide sewer service to the development in 2005, we would have to provide a sewer line from our property south to Clabber Creek. With the construction of the new wastewater plant north of Farmington, a sewer main is planned along Clabber Creek and that would be the closest way for Fayetteville to serve sewer, about 1.3 miles of sewer line. Easements, etc. would have been a major issue.

Greg Boettcher, P.E.
July 1, 2002
Page 2

Springdale can provide us sewer through the Johnson lift station which is less than half of a mile from our site. Given the strained capacity of both systems, this project has less of a percentage impact on Springdale's system.

It is my understanding that your closest appropriately sized water line to our project is south on the other side of I-540. Springdale can provide two 8" water lines to achieve a redundant loop. One line is 1/3 of a mile away on New Hope Road and the other is adjacent to our property line at Willow Creek Hospital.

Thank you for your assistance in this matter.

Sincerely,



Brandon Rogers
Project Manager

cc: John Tyson
John Flake
Les Baledge
Don Whitmire
Rick Rogers
Craig Jones
Rene Langston

June 12, 2002

Mr. Greg Boettcher, P.E.
Public Works Director
City of Fayetteville, Arkansas
113 West Mountain Avenue
Fayetteville, AR 72701

Re: Water Boundary Adjustment
Clear Creek Club

Dear Mr. Boettcher:

In 1967 the Beaver Water District, as well as the member cities of Bentonville, Rogers, Fayetteville and Springdale, executed a memorandum of understanding which establish, among other things, water service areas for the respective cities. In subsequent years, water service areas have been amended through boundary adjustments as mutually agreed upon by the affected cities. The most recent water boundary adjustment between Fayetteville and Springdale was made in 1996 when the two cities jointly acquired the assets of the White River Rural Water Association. Attached for your reference is a copy of the map prepared at that time to reflect the revised water service boundary that was needed between Fayetteville and Springdale. We understand this map remains accurate as to the current water service boundary between the two cities.

Clear Creek Development, LLC is in the process of preparing plans for a large scale development to be known as Clear Creek Club, a residential and golf course development that has been recently annexed into the City of Johnson. A portion of the proposed development is located south of Clear Creek, which lies within the City of Fayetteville's water service area. It is our understanding that the City of Fayetteville has indicated it would not object to this area being provided sanitary sewer from another city. As you know, the logical approach is for one city utility to provide both water service and sanitary sewer service. This is particularly true where a city ordinance requires monthly sewer bills to be based upon metered water consumption. The Springdale Water and Sewer Commission is currently providing water and sanitary sewer services to customers in the City of Johnson by virtue of intermunicipal agreements for water and sanitary sewer services. These services are restricted to customers located inside the city limits of Johnson and within Springdale's water service area. The City of Springdale restricts sanitary sewer service to customers that are being provided water service.

We would appreciate an indication from your office as to whether the City of Fayetteville would be willing to adjust the water service boundary between Fayetteville and Springdale in such a manner as to allow future residents of Clear Creek Club to obtain water service from the City of Springdale. Since there are no agreements establishing sewer boundaries, it is assumed that there would be no objections to the City of Springdale providing sanitary service in this area. The proposed boundary adjustment is indicated on the second attachment.

Your cooperation on this matter would be sincerely appreciated.

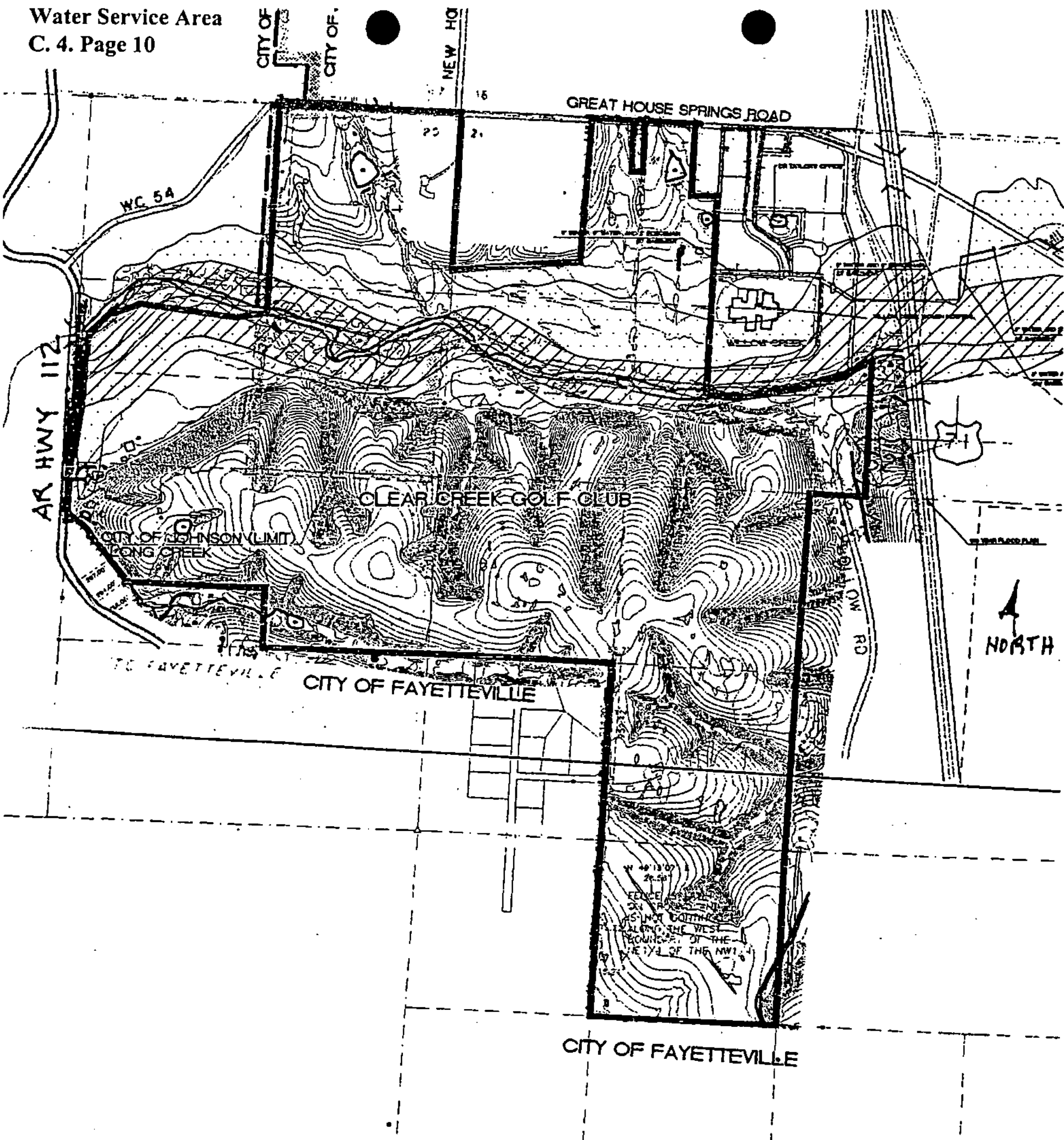
Sincerely,



Brandon Rogers
Project Manager

Encl.

cc: John Tyson
John Flake
Rene Langston
Craig Jones



STAFF REVIEW FORM

Hunt Club Sub.
C. 5. Page 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

FOR: COUNCIL MEETING OF July 16, 2002

MAYOR'S APPROVAL N/A

FROM:

David J. Whitaker
NameCity Attorney
DivisionLegal
Department

ACTION REQUIRED: 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).

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

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: City Council to pass the resolution.

CROSS REFERENCE

Division Head

Date

New Item:

Yes

No

Department Director

Date

Previous Ordinance/Resolution No.:

Administrative Services Director

Date

Mayor

Date

RESOLUTION NO. _____

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).

WHEREAS, A.C.A. § 14-56-417 empowers the City through its Planning Commission to administer "regulations controlling the development of land," specifically by establishing "standards for improvements to be installed by the developer at his own expense" in new subdivisions, and;

WHEREAS, Vonda M. Wright, as developer of the Hunt Club subdivision is required by §166.03 (J) of the Unified Development Ordinance to install street lighting, and;

WHEREAS, Ms. Wright, after continued requests from the City, has refused to install such lighting, in violation of the ordinance, and;

WHEREAS, the General Assembly has empowered the "legislative body" of the City to seek injunctive relief "to prevent or correct the violation." A.C.A. § 14-56-421 (Repl. 1998).

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

Section 1. That the City Council of the City of Fayetteville, Arkansas declares that Vonda M. Wright, as developer of the Hunt Club subdivision, has refused to install street lighting in violation of §166.03 (J) of the Unified Development Ordinance.

Section 2. That the City Council of the City of Fayetteville, Arkansas authorizes the Fayetteville City Attorney to file an injunctive suit 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) and to seek any other relief the City or citizens of Fayetteville may be entitled to.

PASSED and APPROVED this the _____ day of July, 2002.

APPROVED

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

HEATHER WOODRUFF, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 501-575-8264

PLANNING DIVISION CORRESPONDENCE

March 29, 2002

Vonda Wright
2101 McGuire
Springdale, AR 72764

Re: Streetlights in the Hunt Club Subdivision

Dear Ms. Wright:

According to our records, you and E. Bradford Wright were joint owners of the property which is now the Hunt Club Subdivision. The requirements of the subdivision included the installation of streetlights. The streetlights have not been installed because Ozarks Electric has never received payment for the lights. I have spoken with Ozarks Electric, and they have informed me that the amount needed for the required street lights is \$3,370.40. The requirement for streetlight installation was placed at the time of final plat approval pursuant to ordinance. Street lighting is needed for the safety of the neighborhood. We realize that most of the lots in this subdivision were sold to William Lazenby. However, according to the County Assessor's office and the real estate contract, Mr. Lazenby purchased lots and had no responsibility with regard to infrastructure improvements for the subdivision. Therefore, this responsibility still lies with the developer of the subdivision.

Upon advisement from the City Attorney, we hereby request that you remit payment in the amount of \$3,370.40 to Ozarks Electric immediately. Please notify us when this payment has been made so that the City may inform residents of this subdivision the status of this matter.

If you have any questions, please contact me.

Sincerely,



Sara Edwards
Associate Planner

cc: Tim Conklin, City Planner
Hugh Earnest, Urban Development Director
Kit Williams, City Attorney

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain
Fayetteville, AR 72701
Telephone (501) 575-8264
Fax (501) 575-8316

PLANNING DIVISION CORRESPONDENCE

TO: Casey Jones, City Prosecutor
Kit Williams, City Attorney
FROM: Sara Edwards, Associate Planner *SE*
THRU: Tim Conklin, City Planner *TC*
DATE: June 17, 2002
RE: Hunt Club Subdivision

Earlier this year, it was brought to my attention by residents of the Hunt Club Subdivision that the subdivision was lacking the required street lights. After further investigation, the City discovered that the street lights had not been paid for by the developer and that Ozarks Electric was waiting on payment to install the lights. The street lights are required by ordinance and the subdivision was approved based upon the submitted plat which had the street lights depicted on it. I have included both the Subdivision Regulations and the approved final plat of the subdivision.

The original developers as listed on the plat were Brad and Vonda Wright. Apparently, all of the lots in the subdivision were sold after being platted to William Lazenby. There has been assertion by Ms. Wright that the streetlights were the responsibility of Mr. Lazenby. However, after speaking with Mr. Lazenby and receiving a copy of the real estate contract, it is clear that there was no requirement in the contract that relieved the original developer of the requirement.

Mr. Brad Wright is now deceased, so the responsibility falls to Ms. Vonda Wright alone. I sent a notice to Ms. Wright on March 29, 2002 to apprise her of the situation and to request payment to Ozark's Electric immediately. I have been contacted by George Faucette of Coldwell Banker who represented the Wrights in the sale of the property with requests for further information. I have not received any correspondence from Ms. Wright and have verified that payment for the streetlights has not been made.

Therefore, I am requesting that your office pursue this matter further. If you have any questions, or need additional information, please contact me.

cc: Hugh Earnest, Urban Development Director

FAX

Hunt Club Sub.
C. 5. Page 5
DATE: 2/20/02

TO: Perry Franklin

COMPANY: City of Fayetteville

FAX NUMBER: 444-3490

RECEIVED

FEB 25 2002

FROM: Mike Phipps PLANNING DIV.

Ozarks Electric Cooperative Corporation

P. O. Box 848

Fayetteville, Arkansas 72702

479 521-2900

479 444-0943 (fax)

COPY

Tim
FYI
RF

MESSAGE: 2 pages

Info: Street Lights

Your Local Energy Partner



Ozarks Electric Cooperative Corp.

Box 848
Fayetteville, Arkansas 72702-0848
(501) 521-2900

MEMO

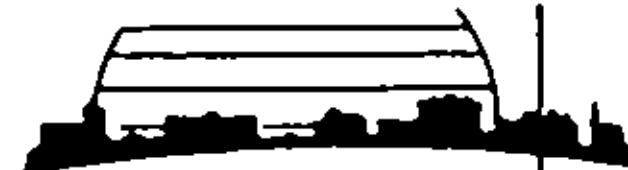
FEBRUARY 22, 2002

TO: PERRY FRANKLIN (CITY OF FAYETTEVILLE)

FROM: MIKE PHIPPS

INREFERENCE TO STREET LIGHTS FOR HUNT CLUB
SUBDIVISION.

BEFORE OECC CAN COMPLETE INSTALLATION OF (8)
ALUM POST STREET LIGHTS, OECC WILL REQUIRE
PAYMENT OF \$3,370.40 FOR LIGHTS AND LABOR COST.



THE CITY OF FAYETTEVILLE, ARKANSAS

Kit Williams
CITY ATTORNEY

CITY ATTORNEY DIVISION
113 WEST MOUNTAIN, 72701
PHONE: 501-575-8313
FAX: 501-575-8315

June 19, 2002

RE: Hunt Club Subdivision Streetlight Requirements

Ms. Vonda Wright
2101 McGuire
Springdale, AR 72764

Dear Ms. Wright:

By now, you are aware of your obligation to pay for the installation of streetlights in the Hunt Club subdivision, as well as the fact that Mr. Lazenby, as a purchaser of individual lots, did not assume your responsibilities as developer. I am writing to urge you, in the strongest terms possible, to fulfill your financial obligation to the City of Fayetteville and the residents of the subdivision.

Your continued failure to pay may well result in legal action against you. In order to avoid any such unpleasantness, you should remit payment in the amount of \$3,370.40 to the order of Ozarks Electric Cooperative Corp. upon receipt of this letter. If your payment has not been received by the close of business on Monday, July 1, 2002, we will have no choice but to proceed against you for the above amount, plus all accrued interest and the costs of litigation.

Sincerely,

David J. Whitaker
Assistant City Attorney
City of Fayetteville, Arkansas

cc: Casey Jones, City Prosecutor
Hugh Earnest, Urban Development Director
Tim Conklin, City Planner
Sara Edwards, Associate Planner

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

Complete info. Will be available on July 16th.

For the Fayetteville City Council meeting of July 16, 2002

FROM:

Sid Norbash *[Signature]*
Name

Engineering
Division

Public Works
Department

ACTION REQUIRED: Approval of:

(1) The construction contract in the amount of \$ _____ with
_____, for **Garland Ave. - Water & Sewer Relocations Project.**

(2) A 15% Project Contingency in the amount of \$ _____.

(3) The related budget adjustment.

This project is necessitated due to the widening of Garland Ave. By the Arkansas Highway and Transportation Department.

COST TO CITY:

\$389,407
of this Request Category/Project Budget

4470-9470-5808-00

5400-5600-5808-00

Account Number

\$18,374
Funds Used To Date

00018-20

Project Number

\$371,033
Remaining Balance

Garland Ave. - Water & Sewer Relocations Cost
Category/Project Name

Water / Sewer Improvements
Program Name

Sales Tax

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: Approval of the contract, contingency, and the related budget adjustment.

[Signature]
Division Head

07-02-02
Date

Cross Reference

[Signature]
Department Director

07-02-02
Date

New Item: Yes ☒ No ☐

Administrative Services Director

Date

Prev Ord/Res #: _____

Orig Contract Date: _____

Mayor

Date

Orig Contract _____

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Dan Coody, Mayor
Greg Boettcher, PWD
Jim Beavers, City Engineer *Jim B.*

From: Sid Norbash, Staff Engineer *SN*

Date: January 17, 2001

Re: **Garland Ave. Water & Sewer Relocations
Construction Contract**

Background:

The above referenced project is a Capital Improvement Project in progress, which is scheduled for construction in 2002.

The purpose of this project is to relocate water and sewer mains in order to accommodate the widening and improvements, scheduled for Garland Ave. (Maple to North St.) by Arkansas State Highway and Transportation Department.

Scope:

Hawkins-Weir Engineers, Inc. Is the City's consulting engineer for this project, and has designed the adjustments to the water and sewer facilities affected by this Highway Project. Approximately 2880 feet of 12" water mains and appurtenances will be constructed along with some smaller water mains and certain sewer facilities. There will be a considerable improvement in fire protection for this area as a result of the new 12" water line and the addition of 13 fire hydrants included in this project.

Mayor Coody
Page 2

Status:

The construction phase for this project was advertised and bids were received on June 25, 2002. The low bid exceeded the certified amount of funds for this project by more than 25%, and the state law requires that the project be re-bid.

Since the funds for this project are limited, and even the low bid was considerably higher than our budgeted amount, per Mr. Greg Boettcher's directive the Staff and the consultant reviewed the plans to implement certain cost saving measures. The Staff requested and obtained approval from the Highway Department to open cut Garland Ave. For the proposed water and sewer line crossings. This item alone will provide cost savings of approximately \$130,000.

This project is being re-advertised at this time and the new bid opening day is set for July 15, 2002.

The Highway Department has awarded the street improvements contract to Mobley Contractors, Inc., and the pre construction meeting has already been conducted. **Therefore, due to the urgency of this matter the contract with the low bidder for the construction of this project will be presented to the Council at the meeting of July 16, 2002.**

Recommendations:

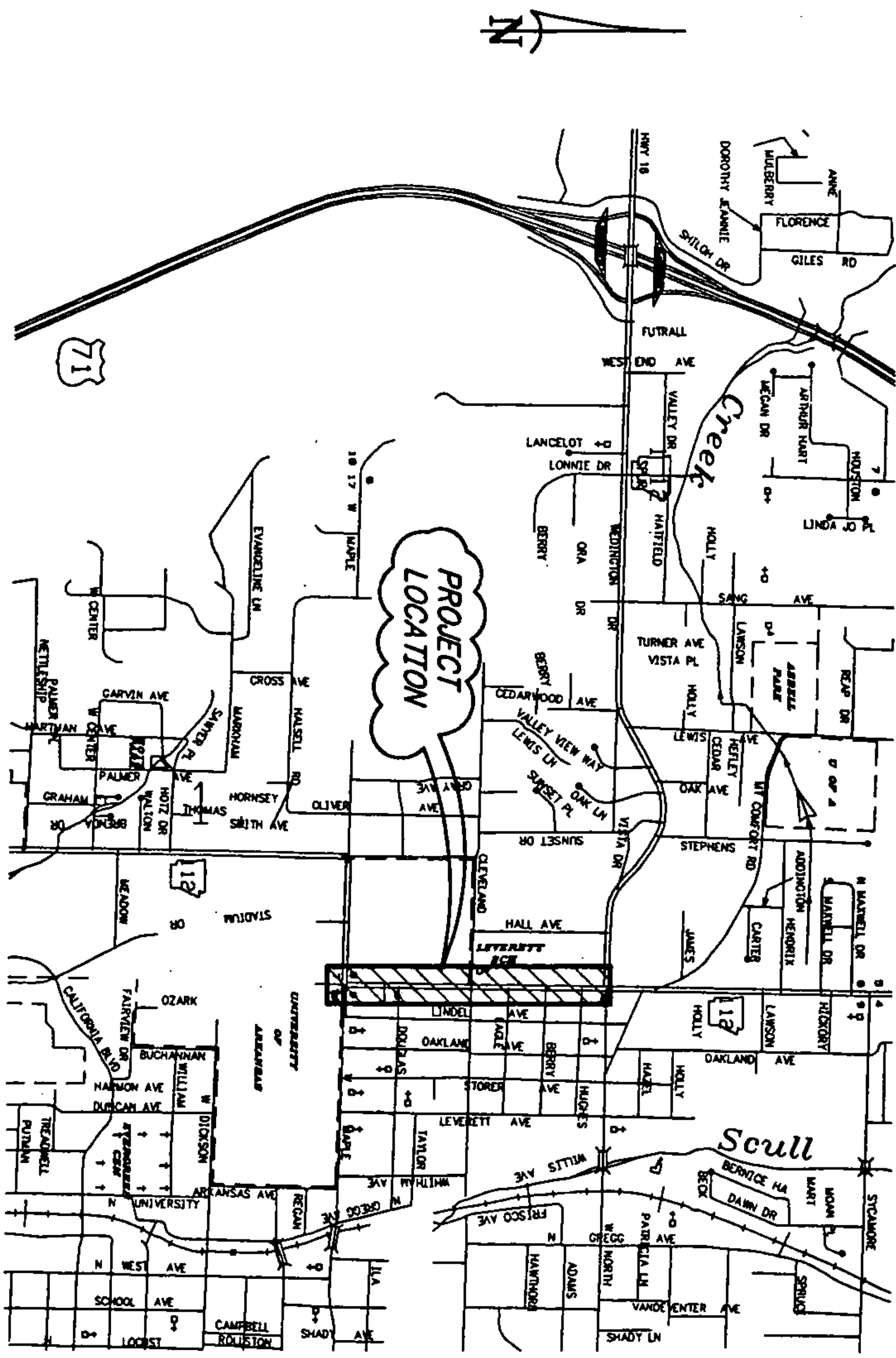
Will be made by the Staff at the meeting of July 16, 2002.

Funding:

The CIP funding for this project uses Sales Tax fund and the Water and Sewer funds. The project has had an overall funding of \$540,000, and to date land acquisitions and Engineering and other expenses have been charged to this project, resulting a balance of \$371,033.

SN/sn
attachments: Vicinity Map

PROJECT VICINITY MAP, GARLAND AVE.
N.T.S.



STAFF REVIEW FORM

Bid 02-25
C. 7. Page 1

XXXXXX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of JULY 16, 2002

FROM: Chris Bosch Fire Administration Fire
Name Division Department

ACTION REQUIRED:

Award of Bid 02-25 to Leeco, Inc.- Fire Equipment Sales. Budget adjustment for Firefighter Protective Equipment.

COST TO CITY:

\$ 176,264.00

Account Number	Category/Project Budget	Category/Project Name
4470 - 9470 - 5302 - 00	- 0 -	
1010 - - 1530 - 00	- 0 -	
1010 - 3020 - 5302 - 00	48,359	
	Funds Used to Date	Program Name
	- 0 -	SALES TAX CAPITAL FUND
	32,031	GENERAL FUND
	33,334	Fund
Project Number	Remaining Balance	

BUDGET REVIEW:

Budgeted Item

☒ Budget Adjustment Attached

[Signature] Budget Manager [Signature] Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>[Signature]</u> Accounting Manager	<u>4/28/02</u> Date	<u>[Signature]</u> Internal Auditor	<u>6/28/02</u> Date
<u>[Signature]</u> City Attorney	<u>6/27/02</u> Date	<u>[Signature]</u> ADA Coordinator	<u> </u> Date
<u>[Signature]</u> Purchasing Officer	<u>6-27-02</u> Date		

STAFF RECOMMENDATION:

APPROVAL OF BID

Division Head	Date
<u>[Signature]</u> Department Director	<u>4/26/02</u> Date
<u>[Signature]</u> Administrative Services Director	<u>7/2/02</u> Date
<u>[Signature]</u> Mayor	<u>7/2/02</u> Date

Cross Reference

New Item: Yes No
Prev Ord/Res #: _____
Orig Contract Date: _____
Orig Contract Number: _____

Consent -
New BUS

STAFF REVIEW FORM
Page 2

Description: _____

Comments:
Budget Coordinator:

Reference Comments:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:



City of Fayetteville
Fire Department
303 W Center St
Fayetteville, AR 72701

To: Dan Coody, Mayor
City Council

From: Chris Bosch, Fire Chief *CB*

Date: June 26, 2002

RE: Personal Protective Equipment Bid 02-25 Award

BACKGROUND

Personal Protective Equipment is the ensemble that protects firefighters from the hazards associated in the performance of duty. Fire, heat, chemicals, blood borne pathogens and many other hazards are faced by our fire department personnel. This equipment is designed to afford the greatest level of protection to reduce the likelihood of injury or death to our firefighters.

STATUS

In December 2000 several firefighters were injured during operations at the First Church of the Nazarine fire with one firefighter receiving serious burns. During the course of this investigation NIOSH tested the firefighters personal protective equipment and found the equipment had an overall protection degradation of fifty percent. The garments age at the time was eight years old. The company conducting the test conveyed that the accepted life expectancy of personal protective equipment is five years, with proper care and maintenance.

As a result of these findings, the new fire administration created a Safety Committee consisting of personnel from all disciplines within the department. This committee reviewed the investigation results, evaluated our current personal protective equipment, and assessed past causes for firefighter injuries. They determined that a little over sixty percent of our personal protective equipment was beyond the five year service life.

The committee also attributed many past burn injuries directly to design features of the current equipment. Previously accepted practice was to purchase equipment off the shelf with no regard to individual fit or safety enhancements to reduce the possibility of injury.



City of Fayetteville
Fire Department
303 W Center St
Fayetteville, AR 72701

With these findings in hand, the Safety Committee embarked on a comprehensive review of personal protective equipment. Research was conducted on various manufactures specifically focusing on the safety needs of our personnel. After much deliberation on what was currently available in the market place, they developed a set of specifications that meet the safety needs of the Fayetteville Fire Department.

RECOMMENDATION

The Fire Administration recommends that City Council award Bid #02-25 to Leeco, Inc. for all items listed. Leeco, Inc. has met the specifications on all items included in the bid. We have determined that it would be in the City's best interest to accept Leeco's bid on the boots to allow for ease of purchasing the entire ensemble from one vendor in lieu of splitting out one item. Award of this bid will allow the department to standardize its personal protective equipment and to enhance the safety features that protect our firefighters.

The proposal is to purchase ninety sets of personal protective equipment. This will replace all equipment for current personnel and allow for backup sets in cases where gear is damaged or contaminated. Total project is \$176,264. with funds coming from three accounts, Uniforms and Personal Equipment \$100,000, Fire Service Equipment Act 833 \$32,000, and Fire Department Capital Improvements \$120,000. The Fire Department has applied for a United States Fire Administration Fire Act Grant that if awarded will replace \$111,508 of the funds spent on this project.

Attachment: Bid Tabulation



City of Fayetteville
Fire Department
303 W Center St
Fayetteville, AR 72701

BID TABULATION

	<u>LEECO</u>	<u>NAFECO</u>	<u>F AND F SUPPLY</u>	<u>CHIEF'S SUPPLY</u>
COAT	721.00	537.39*	_____	_____
PANT	554.00	485.77*	_____	_____
HELMET	219.90	243.96*	_____	_____
HOOD	29.75	18.73*	25.00*	25.25*
GLOVES	55.50	63.75	30.00*	_____
BOOTS	199.75	278.00	187.00	_____
SUSPENDERS	21.00	19.70*	22.00*	_____

* DID NOT MEET SPECIFICATIONS

Budget Year 2002	Department: FIRE Division: OPERATIONS Program: UNIFORMS AND PERSONAL EQUIP	Date Requested 06/26/02	Adjustment #
-------------------------	--	--------------------------------	--------------

Project or Item Requested: PURCHASE OF NINETY (90) SETS OF PPE FROM BID 02-25. TRANSFER OF \$120,000 FROM CAPITAL TO UNIFORMS & EQUIP. TO PARTIALLY FUND PROJECT.	Project or Item Deleted:
--	--------------------------

Justification of this Increase: TO REPLACE OUTDATED/SUBSTANDARD PPE AND TO STANDARDIZE PPE WORN BY FIRE DEPARTMENT PERSONNEL.	Justification of this Decrease: CURRENT CRITICAL NEEDS JUSTIFY THE DECREASE IN THE CAPITAL ACCOUNT.
--	--

Increase Expense (Decrease Revenue)							Project Number
Account Name	Amount	Account Number					
UNIFORMS & PERSONAL EQUIP.	\$120,000	4470	9470	5302	00		021261

Decrease Expense (Increase Revenue)							Project Number
Account Name	Amount	Account Number					
FIRE APPARATUS	\$120,000	4470	9470	5802	00		01007

Approval Signatures		Budget Office Use Only	
Requested By 	Date 6-26-02	Type: A B C <u>D</u> E	
Budget Coordinator 	Date 6/26/02	Date of Approval	
Department Director 	Date 7/2/02	Posted to General Ledger	
Admin./Services Director	Date	Posted to Project Accounting	
Mayor	Date	Entered in Category Log	

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council meeting of
FROM:

July 17, 2002

Ray M. Boudreaux

Aviation & Economic Development

Airport

Name

Division

Department

ACTION REQUIRED

Approval and signature of the Mayor for a construction contract with ***** for hangar rehabilitation.

COST TO CITY:

241,500 (estimated)

186,317

Hangar Rehabilitation

Cost of the Request

Category/Project Budget

Category/Project Name

5550.3960.5400.00

31,020

Airport Capital Exp

Account Number

Funds Used to Date

Program Name

02074

155,297

Airport

Project Number

Remaining Balance

Fund

BUDGET REVIEW:

Budgeted Item

X

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

STAFF RECOMMENDATION:

Bids are due on this project 7/6. Airport Board meeting 7/11. for approval by City Council at meeting of 7/16. Please Reserve as an agenda item.

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

Date

Cross Reference

New Item:

Yes

No

Prev Ord/Res #:

Orig Contract Date:

Ong Contract Number:

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☒ GRANT REVIEW

For the Fayetteville City Council meeting of July 16, 2002

FROM:

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

ACTION REQUIRED: Approval of the Grant Agreement with the Arkansas Department of Economic Development for a parking lot expansion by Superior Industries and a sidewalk installation by Danaher Tools, Inc. Approval of a budget adjustment is also requested.

COST TO CITY:

<u>\$167,000.00</u>	<u>305,000</u>	<u>Economic Development Grant MATCHES</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>4470-9470-535-00</u>		
Account Number	Funds used to date	Program Name
<u>02550 - 1</u>	<u>305,000</u>	<u>SALES TAX</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

71-02 ☒ Budgeted Item ☒ Budget Adjustment Attached

Budget Manager Date Administrative Services Dir. Date

CONTRACT/GRANT/LEASE REVIEW:

<u>Masha Fauthy</u> <u>7/1/02</u>	<u>Nancy Smith</u> <u>7/2/02</u>	Arkansas Department of Economic Development
Accounting Manager Date	Internal Auditor Date	GRANTING AGENCY
<u>P. J. White</u> <u>7/2/02</u>		
City Attorney Date	ADA Coordinator Date	
<u>W. H. White</u> <u>7/2/02</u>		
Purchasing Officer Date	Grants Coordinator Date	

STAFF RECOMMENDATION: Approve the Grant Agreement for signature by the Mayor

Division Head

Department Director

Administrative Services Director

Mayor

Date

Date

Date

Date

Cross Reference

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

Consent
New BUS ☒

STAFF REVIEW FORM

Page 2

Meeting Date: July 16, 2002

Comments: Approve the Grant Agreement for Signature by the Mayor. Grant from ADED for a parking lot expansion by Superior Industries and sidewalk for Danaher Tools.

Budget Manager

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

Internal Auditor

Reference Comments:

ADA Coordinator

Reference Comments:

Grants Coordinator

Reference Comments:

FAYETTEVILLE

AIRPORT ADMINISTRATION OFFICE
THE CITY OF FAYETTEVILLE, ARKANSAS

SUPERIOR IND.
C.9. PAGE 3

May 23, 2002

Francille Honeycutt
Arkansas Department of Economic Development
One State Capitol Mall
Little Rock, AR 72201

Dear Ms. Honeycutt:

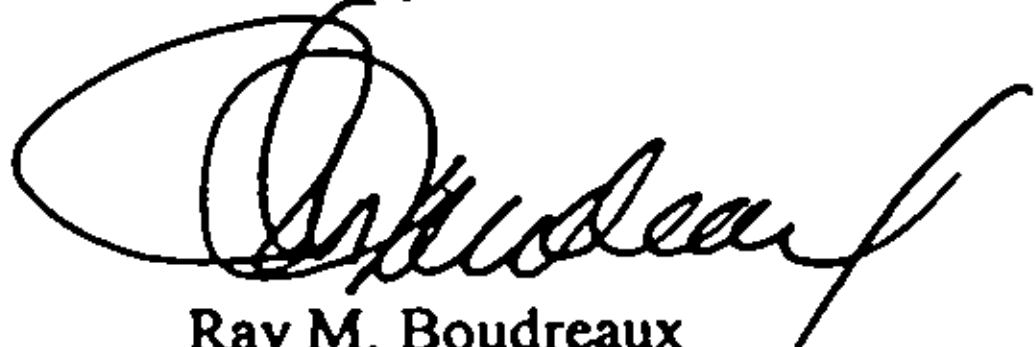
Attached please find letters from Superior Industries and Danaher Tool Group as well as drawings of their expansion projects. I have also attached a copy of the letters from the State of Arkansas awarding grants to the companies for infrastructure improvements. The following is a brief description of the projects for your information.

Superior Industries will purchase seven (7) acres from the City of Fayetteville on which to construct a new parking lot and warehouse. The parking lot is absolutely essential to support the employees of the company. Their expansion includes adding up to 136 new jobs to the current workforce. The local contributions shall be provided to complete the financing for this project to match the \$100,000.00 grant from the State of Arkansas.

Danaher Tool Group will add a 15,000 square foot warehouse to their current plant. With the expansion will be 43 new jobs. Danaher has been awarded a \$20,000.00 State of Arkansas grant for the construction of a sidewalk required as part of the project. The City of Fayetteville will match the state grant with \$7,000.00 of design and construction over-site services.

Please provide the grant paperwork so that we can consummate the grant awards to the City to benefit these companies in the Fayetteville Industrial Park.

Sincerely,



Ray M. Boudreaux
Director, Aviation and Economic Development



Mike Huckabee
Governor

Jim Pickens
Director

Arkansas Department of Economic Development

June 25, 2002

RECEIVED

JUN 28 2002

AIRPORT

The Honorable Dan Coody
Mayor of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

RE: Grant #EIF 200214 - City of Fayetteville for Multi-Activity Project

Dear Mayor Coody:

Attached are three (3) copies of your Grant Agreement for the above referenced project.

Please review the grant, and if acceptable, sign the front page on all three (3) documents. Once signed, please return all three (3) copies to the Arkansas Department of Economic Development. A copy will be forwarded to you for your records after they are signed by the Director of Arkansas Department of Economic Development.

For your convenience, we have attached two copies of the Request for Payment signature cards and the Bank Designation and Check Signature forms for your completion. Please complete the forms by using the attached instructions. Once completed, retain one (1) for your files and return one (1) to this office. These signature cards must be returned prior to submission of your first Request for Payment.

Also, enclosed is a copy of a Financial Forms Checklist for your convenience.

If any questions should arise concerning this matter, feel free to contact me at 501/682-1635.

Sincerely,

A handwritten signature in cursive script, reading "Francille Honeycutt".
Francille Honeycutt
Grants Management Unit

FH:dh

Attached

MEMORANDUM

TO: Dan Coody, Mayor
City Council Members
THRU: Staff Review Committee
FROM: Ray M. Boudreaux, Director
DATE: June 28, 2002
SUBJECT: Grant Contract Agreement/Danaher and Superior

Background: Attached please find the grant agreement from ADED for the Superior Parking lot and the Danaher Sidewalk.

Purpose: To approve the grant agreement for signature by the Mayor.

Budget Considerations: N/A

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

Attachments: Staff Review Form
Grant Agreement

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

(6/99)

**Instructions for Completion of the
Request for Payment Signature Card**

- A. The Control Number (beginning 790...) can be found at the top of the first page of the grant agreement.
- B. Type the name and permanent address, including the zip code of the Grantee.
- C. Indicate whether one or two signatures are required on the RFP/ER and check the appropriate box. In some cases, state law and/or the Arkansas Department of Economic Development may require two signatures.
- D. Enter the date and signature of the individual certifying the signatures of those persons authorized to sign Requests for Payment. This certifying individual must be the chief executive officer of the Grantee.
- E. These lines are for the typed names and signatures of individuals who are authorized to sign the Grantee's Requests for Payment forms and certifications on required reports. While only one signature is required on each RFP, it is a **good idea** to have three or four people authorized to sign. Individuals authorized to sign the RFP form cannot sign checks disbursing account funds.

None of the signatures appearing on the Signature Card may be that of a private contractor. At least one of the signatures must be that of the Grantee's elected official or employee covered by the Grantee's blanket bond.
- F. This section is for the Arkansas Department of Economic Development use only and certifies that the form has been properly submitted and is approved.

After cards have been completed by the Grantee, two originals must be returned to the Arkansas Department of Economic Development. One copy must be retained by the Grantee for their files.

ECONOMIC INFRASTRUCTURE FUND GRANT PROGRAM GRANT AGREEMENT

PART I Signatory Page

Grantee: City of Fayetteville

Grant Control: #EIF 200214

Grant Amount: \$120,000

Activity Type: Multi-Activity

GRANTOR

Arkansas Department of Economic Development
One Capitol Mall, Room 4B206
Little Rock, Arkansas 72201
Phone: (501) 682-1211

GRANTEE

Name: **City of Fayetteville**
Address: **113 W. Mountain
Fayetteville, AR 72701**
County: **Washington**
Phone: **(479) 521-7700**

1. This Grant Agreement, is entered into by the Arkansas Department of Economic Development, Grantor, and the City of Fayetteville, Grantee, for the purpose of providing funds to Grantee to undertake public works projects which support private sector job creation opportunities pursuant to Act 1381 of 1999 and its successors. The Grantee agrees to initiate and complete a public works project in accordance with the terms of this Grant Agreement.
2. The Grantee further warrants it will conduct and administer the grant in accordance with this Agreement and all applicable State laws and regulations.

ARKANSAS DEPARTMENT OF ECONOMIC DEVELOPMENT

BY:

Signature

Jim Pickens
Name

Director
Title

Date

CITY OF FAYETTEVILLE

BY:

Signature

Dan Coody
Name

Mayor of Fayetteville
Title

Date

FH:dh

II - GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

In consideration of the general terms and conditions hereinafter contained, the Grantor and the Grantee agree as follows:

1. **COMPENSATION AND METHOD OF PAYMENT.** The Grantor will utilize a grant request for payment procedure and will authorize the Grantee to draw up to **\$120,000** against a Grant Award through the State Treasury, consistent with all fiscal requirements stipulated herein. The Grantee may request and receive authorized grant funds by submitting appropriate forms and documentation, subject to approval by the Grantor, for payments of allowable expenses incurred by the Grantee while undertaking approved project activities in accordance with this Grant Agreement. These expenses must be identified by line item categories, which correspond to the line item categories on this Grant Agreement's Scope of Work-Budget. Requisitions will be mailed to the Grantor, and the Grantor will review and approve the requisitions before issuing Payment to the Grantee.

It is expressly understood that Grantor will honor requests for payment and disburse funds only to the extent that funds have been released to Grantor therefore, consistent with the requirements of the General Accounting and Budgetary Procedures Law, the Revenue Stabilization Law and any other applicable fiscal control laws and regulations promulgated by the Department of Finance and Administration.
2. **LEGAL AUTHORITY.** By signing the Grant Agreement Document's Signatory Sheet, the Grantee certifies that it possesses legal authority to accept grant funds and to execute the project described in this Grant Agreement. This act of signing will also certify that the Grantee will comply with all parts of this Agreement.
3. **WAIVERS.** No conditions or provisions of this Grant Agreement may be waived unless approved by the Grantor, in writing.
4. **ASSIGNABILITY.** The Grantee will not assign any interest in this Grant Agreement and will not transfer any interest in the same (whether by assignment or novation).
5. **SPECIAL CONDITIONS.** The Grantee will comply with all special conditions and attachments incorporated herein to this grant award. Compliance approval and clearance of special conditions will be given by the Grantor in writing after receipt and review of evidence of compliance from the Grantee. Official notification of a special condition and the Grantor's approval and/or clearance of special conditions must be retained by the Grantee in its files.
6. **FINANCIAL MANAGEMENT AND ACCOUNTING.** The Grantee will establish and maintain a financial management and accounting system, which conforms to generally accepted accounting principles and complies with all applicable State requirements.
7. **ALLOWABLE COSTS.** All costs necessary to carry out the eligible activities in the project must be consistent with and not exceed the limitations imposed by special conditions, scope of work and budget.
8. **AMENDMENTS AND MODIFICATIONS.** The Grantor will consider project amendments if they are necessitated by actions beyond the control of a Grantee. The Grantee may request or the Grantor may require an amendment or modification of the Grant Agreement. However, such amendment or modification will not take effect until approved, in writing, by the Grantor. The Grantee must sign and return the amendment to the Department of Economic Development within three days. The Grantee must request prior approval for all amendments or modifications. Amendments will not be approved

which would materially alter the circumstances under which the grant was originally funded.

9. **RECORD KEEPING.** The Grantee agrees to keep such records as the Grantor may require. All such records, and other records pertinent to the grant and work undertaken as part of the project, will be retained by the Grantee for a period of three years after the final audit of the program.
10. **ACCESS TO RECORDS.** The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent documents, papers, records, and books of the Grantee and of persons or organizations with which the Grantee may contract, which involve transactions related to this Grant Agreement. The Grantee's contract with other persons or organizations must specifically provide for the Grantor's access to documents as provided herein.
11. **REPORTS.** The Grantee, at such times and in such forms as the Grantor may require, will furnish the Grantor with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.
12. **OBLIGATIONS REGARDING THIRD PARTY RELATIONSHIPS.** The Grantee will remain fully obligated under the provisions of the Grant Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the project described herein. Any subcontractor who is not the Grantee will comply with all lawful requirements of the Grantee necessary to ensure that the project is carried out in accordance with the provisions of this Grant Agreement. Failure to comply will result in sanction upon Grantee, Administrator, Engineer/Architect or Sub Contractor. This sanction will result in the Department of Economic Development not working with said persons, for a period of not less than one year or more than five years and/or a suspension of existing funding.

The Grantee shall secure all such services in accordance with applicable State law and the provisions of this Grant Agreement, and shall notify the Grantor, in writing, of the method utilized to secure services, the name and address of the service provider(s), the scope of work anticipated and the terms of compensation.
13. **CONFLICT OF INTEREST.** No officer or employee of the Grantor, no member, officer, or employee of the Grantee or its designees or agents, no member of the governing body of the jurisdiction in which the project is undertaken or located and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his tenure, will have any personal or pecuniary gain or interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this agreement. The Grantee will incorporate, or cause to incorporate, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this provision. The Grantor reserves the right to waive certain provisions of this clause in the event of a situation once justified as unavoidable by the Grantee, and approved by the Grantor which necessitates such a waiver.
14. **POLITICAL ACTIVITY.** No portion of the funds provided hereunder will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.
15. **NOTICES.** The Grantee will comply with all public notices or notices to individuals required by applicable State laws.
16. **PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION.** The assistance provided under this Grant Agreement will not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement.

17. **TERMINATION BY MUTUAL AGREEMENT.** This Grant Agreement may be terminated, in whole or in part, prior to the completion of project activities when the Grantor determines that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Grantee will not incur new obligations for the terminated portion after the effective date, and will cancel as many outstanding obligations as possible. The Grantor will make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.
18. **TERMINATION FOR CAUSE.** If the Grantee fails to comply with the terms of the Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Grantor may:
- (a) Suspend Grant Payments - After notice to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate by the Grantor.
 - (b) Terminate in toto - Terminate the grant in whole, or in part at any time before the final grant payment is made.
- The Grantor will promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination.
- Payments made to the Grantee or recoveries by the Grantor will be in accordance with the legal rights and liabilities of the parties.
19. **RECOVERY OF FUNDS.** In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Grantor may institute actions to recover all or part of the proper funds paid to the Grantee.
20. **DISPUTES.** Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by provision of the Grant Agreement, will be decided by the Grantor which will reduce its decision to writing and mail or otherwise furnish a copy thereof to the Grantee. The decision of the Grantor will be final and conclusive. This does not preclude the consideration of questions of law in connection with decisions provided for in the preceding paragraph; provided that nothing in this Grant Agreement will be construed as making final the decision of any administrative official, representative, or board on a question of law.
21. **INDEMNIFICATION.** The Grantee will defend, protect, and save harmless the Grantor from and against all claims, suits, and actions arising from any act or omission of the Grantee or any employee or agents of either in the performance of this Grant Agreement. However, this clause shall not be construed to waive A.C.A. § 21-9-301 (1991 supp.).
22. **SEVERABILITY.** If any provision under this Grant Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect other provisions of the Grant Agreement, which can be given effect without the invalid provision.
23. **PERFORMANCE.** The Grantor's failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any rights under this Grant Agreement.
24. **ENFORCEMENT.** If the Grantor determines that a Grantee's performance fails to meet the terms and conditions of its Grant Agreement, several courses of action may be pursued in order to resolve the problem. The Grantor may take any of the following actions, severally or in combination:

- (a) Request additional information from the Grantee to verify the nature of inadequate performance;
 - (b) Conduct a site visit to examine pertinent records and recommend remedial cause of action;
 - (c) Issue a letter of warning, advising the Grantee of the deficiency, recommendations for corrections, date by which performance must be corrected and notice that more serious sanctions may be imposed if the situation continues or is repeated;
 - (d) Suspend funding of questioned activities until remedies are effected;
 - (e) Establish sanctions upon Grantee, Administrator, Engineer/Architect or Sub Contractor. This sanction will be for a period of not less than one year but not more than five years. Require reimbursement of funds improperly spent; or
 - (f) Refer the matter to the Attorney General of Arkansas with a recommendation that a civil action be instituted.
25. **AUDIT.** The Grantee will be responsible for the conduct of a financial and compliance audit within a reasonable period after completion of project activities. Such audit must be performed by a certified public accountant whose services are secured through procedures consistent with state law. The Grantor reserves the right to recover any unspent or questioned balance of grant funds, if any, from the Grantee after final audit.
26. **CLOSE-OUT.** The Grantor will advise the Grantee to initiate close-out procedures when the Grantor determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:
- (a) All costs to be paid with grant funds have been incurred with the exception of any unsettled third party claims against the Grantee. Costs are incurred when goods and services are received and/or contract work is performed;
 - (b) The last required progress report has been submitted. The Grantee's failure to submit or update will not preclude the Grantor from effecting closeout if it is deemed to be in the State's interest. Any excess grant amount which may be in the Grantee's possession will be returned in the event of the Grantee's failure to furnish or update the report; and
 - (c) Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement, and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.
27. The Grantee agrees, as a condition of receiving grant assistance, to abide by and adhere to any policy directives, rules, regulations or other requirements which may be issued from time to time by the Grantor, and which in the opinion of the Grantor are necessary to efficient or legal execution of the project.
28. The Grantee agrees to see that all work is performed and completed in a manner consistent with timelines established at the Grants inception. Failure to meet these timelines without acceptable justification may result in sanction and or deobligation of funding to Grantee and/or Sub Contractors.

PART III SCOPE OF WORK, SPECIAL CONDITIONS, BUDGET, AND PROJECT SCHEDULE

SECTION A - SCOPE OF WORK

Grantee: City of Fayetteville

Amendment # N/A

Control #: EIF 200214

Amendment Date N/A

The project described more fully herein consists of a grant to the Grantee for the purpose of the construction of a new parking lot and sidewalk. The Grantee will provide \$20,000 in grant funds allowing the Danaher Tool Group to construct a sidewalk as part of a warehouse expansion project and Superior Industries to construct a new parking lot to support the company's expansion. The location of all improvements is shown on the project map, which is attached hereto and incorporated herein by reference.

Job Creation

Superior Industries commits to creating 136 new, full time jobs within 24 months of project completion.

Danaher Tool Group will create 43 new, full-time jobs as a result of the project.

Audit

Upon completion of this project, the Grantee is responsible for securing an independent, certified public accountant to perform an audit, which tracks the expenditure of the grant funds.

SECTION B - SPECIAL CONDITIONS

Grantee: City of Fayetteville

Control #: EIF 200214

-
1. Any construction costs in excess of \$100,000 on the Superior Industries project and \$20,000 on the Danaher Tool Group will be paid by the city or company.
 2. The Grantee shall ensure that all Requests for Payments are accompanied by pay estimates, which have been approved by the Grantee. Pay estimate must accompany Request for Payment before the Grantor will honor the Request.
 3. The Grantee is responsible for having an audit of the expenditure of the grant funds at project's completion.
 4. The Grantee must receive from the Companies, job creation information at the end of the project. Job creation information is to include, at a minimum:
 - a. Total number of jobs on the company payroll at the start of the project.
 - b. Total number of jobs on the company payroll at the end of the project.
 - c. General categories of jobs that were created as a result of the project.

SECTION C - BUDGET

Grantee: City of Fayetteville

Amendment: #

Grant Control #EIF 200214

Category:

Housing

Economic Development

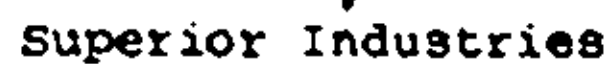
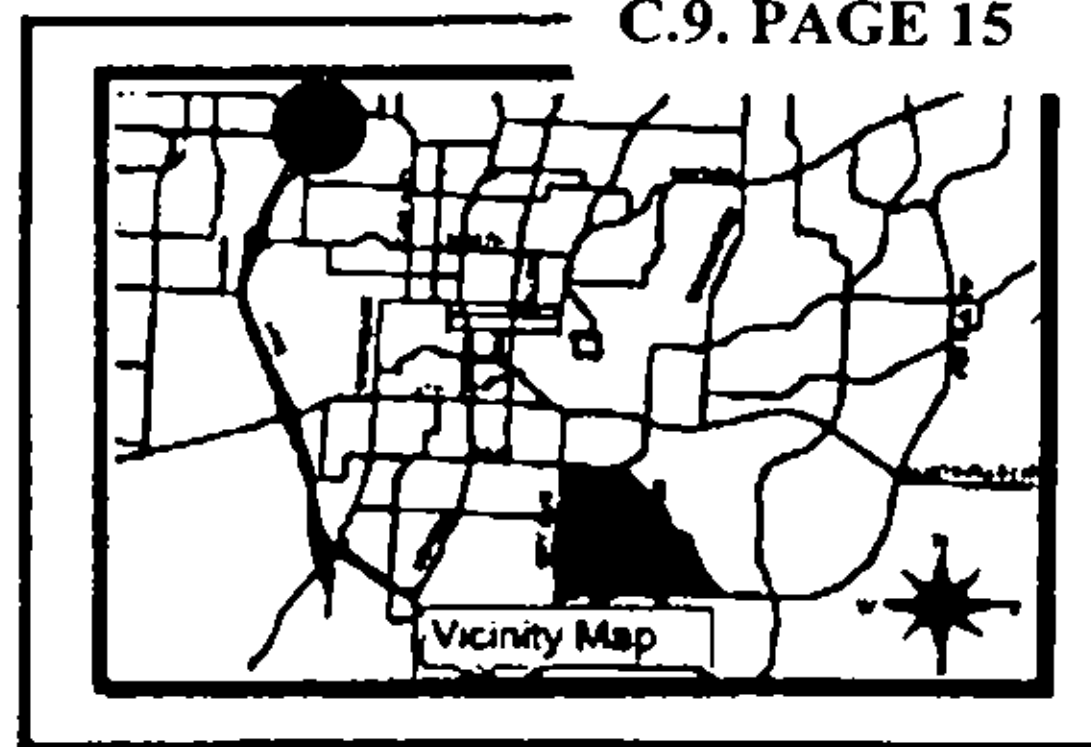
Community Facility

Planning

Activity: Multi-Activity

Source of Funds

Cost Classification Sub-Costs	Arkansas Department of Economic Development	Cost Classification Total
Construction	\$120,000	\$120,000
Totals	\$120,000	\$120,000



February 28, 2002

Form **W-9**
(Rev. December 1996)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do NOT
send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see Specific Instructions on page 2.)

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign
Here

Signature ▶

Date ▶

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS tells the requester that you furnished an incorrect TIN, or
3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Attachment 3 (Continued)
Arkansas Direct Deposit System
General Expense Direct Deposit Authorization Form

Agency Code: EIF 200214 Agency Title: Arkansas Date: / /
Department of Economic
Development

Contact Person: Dana Heatley
Telephone Number: (501) 682-1211

CHECK WHERE APPLICABLE:

☒	New Enrollment. Complete entire form and sign.
☐	Change of present financial information. Complete entire form and sign.
☐	Cancel participation. Sign form.

I hereby authorize the Arkansas Direct Deposit System (ADDS) to deposit to my account indicated below the net amount I am due as if a warrant had been delivered to me for that amount. I also authorize the financial institution indicated below to credit the net amount to the account. Should an incorrect entry be made, ADDS is authorized to initiate debit entries to my account necessary to correct the incorrect credit entries.

Financial Institution Name: _____
City: _____ State: _____ Zip: _____
Checking Account: ☒ Savings Account: (Select One)

This authority is to remain in full effect until ADDS has received written notification from me of its termination. I understand that by having my payment deposited in this manner, a direct deposit advice notification will be available and that there will be no charge.

Social Security Number: _____	Federal ID #: _____
Vendor Number: _____	Suffix: _____
Grantee Name: _____	

Address: _____
City/State/Zip: _____
Date: _____ Signature: _____

ATTACH A VOIDED CHECK OR PERSONALIZED DEPOSIT SLIP WITH THIS FORM

Agency Use Only		
Bank Routing Number	Account Number	Account Type

(6/99)

Attachment 3
Arkansas Direct Deposit System
General Expense Direct Deposit Authorization Form

Instructions for completing forms required for direct deposit.

Arkansas Direct Deposit System Form
Complete only those blanks with an "X" beside them.

Bank Name: Enter the name of the bank authorized and able to
accept direct deposits for the project.

City/State/Zip: Enter the city, state and zip code of the bank.

Name (In Box): Enter the name of the Grantee.

Address: Enter the complete address of the Grantee.

Date and Signature: The Grantee's Chief Executive Officer must sign
and date the form.

W-9 Form

Name: Identify the Grantee as "City of _____" or
"_____ County"

Address: Enter the complete address of the City or County.

Part I (Taxpayer ID #): Enter the nine digit city or county tax identification
number. The City Clerk or County Treasurer will
know this number.

Date and Signature: The Grantee's Chief Executive Officer must sign
and date the form.

(6/99)

Attachment 2
Request for Payment (RFP) Signature Card

A. ACEDP Control #: EIF 200214

B. Grantee Name and Address:

City of Fayetteville, 113 W. Mountain, Fayetteville, Arkansas 72701:

C. I certify that the signatures below are of the individuals authorized to request ACEDP grant funds, and that (*select the appropriate option below*):

- ☐ only one signature is required to sign Requests for Payment.
☐ two signatures are required to sign & countersign Requests for Payment.

D. Signature of Chief Executive Officer:

Typed Name: _____ Date: _____

E. Signatures of Individuals Authorized to Sign Requests for Payment:

1. Signature: _____
Typed Name: _____

2. Signature: _____
Typed Name: _____

3. Signature: _____
Typed Name: _____

4. Signature: _____
Typed Name: _____

F. Arkansas Department of Economic Development Approval: Grants Manager: _____ Date: _____

(6/99)

Attachment 2
Request for Payment (RFP) Signature Card

A. ACEDP Control #: EIF 200214

B. Grantee Name and Address:

City of Fayetteville, 113 W. Mountain, Fayetteville, Arkansas 72701:

C. I certify that the signatures below are of the individuals authorized to request ACEDP grant funds, and that (*select the appropriate option below*):

- ☐ only one signature is required to sign Requests for Payment.
☐ two signatures are required to sign & countersign Requests for Payment.

D. Signature of Chief Executive Officer:

Typed Name: _____ Date: _____

E. Signatures of Individuals Authorized to Sign Requests for Payment:

1. Signature: _____
Typed Name: _____

2. Signature: _____
Typed Name: _____

3. Signature: _____
Typed Name: _____

4. Signature: _____
Typed Name: _____

F. Arkansas Department of Economic Development Approval: Grants Manager: _____ Date: _____

(6/99)

**Instructions for Completing the
Bank Designation and Check Signature Form**

Section I

1. Enter the Grantee's name, permanent address and zip code.
2. Enter the name, street address and zip code of the bank that will receive direct deposits of ACEDP funds.
3. Enter the name and number of the bank account established to receive ACEDP funds.
4. Enter the ACEDP control number identified in the grant agreement.
5. Enter the typed names and signatures of all individuals authorized to sign bank account checks. At least two signatures must be provided. Such individuals cannot be authorized to sign Requests for Payment forms. The Statement of Grantee section must be signed by the same official that signed the grant agreement.

Section II

All sections must be completed to provide specific information regarding the bank, which will receive ACEDP funds.

Each item is self-explanatory.

Attachment 1
Bank Designation and Check Signature Form

SECTION I (To be Completed by Grantee)

(1) City of Fayetteville, 113 W. Mountain, Fayetteville, Arkansas 72701:

(2) Name, Street Address and Zip Code of ACH or ACH-capable Bank to receive deposits:

has been designated as the depository for all grant funds to be received directly from the State of Arkansas for deposit to a non-interest bearing account, _____,

(3) Enter name and number of account in the proceeding blank.

resulting from Grant Control Number # EIF 200214,

(4) Grant Control Number from grant agreement in the proceeding blank.

executed with the Arkansas Department of Economic Development.

(5) Typed names and Signatures (Note 1)
of Persons Authorized to Sign Checks

(Typed Name/Signature)

(Typed Name/Signature)

(Typed Name/Signature)

(Typed Name/Signature)

Statement of Grantee

I/We understand that disbursements from the Account may be made only for authorized costs of the project.

(Signature/Title of Chief Executive Officer)

(Date)

SECTION II (To be Completed by the Bank Official)

A non-interest bearing account identified in Section I has been established with this bank. All necessary documentation, including a power of attorney (where necessary), which will legally enable this depository to receive State of Arkansas warrants for deposit to Bank Account Number/Name _____

without the payee's endorsement has been received and is in this depository's custody. This bank is a member of the FDIC.

Name of Bank

Mailing Address of Bank

Telephone Number of Bank

City, State and Zip Code of Bank

Title of Authorized Bank Official

Signature of Authorized Bank Officer

Date

Note 1: Must have a minimum of two and a maximum of four signatures of individuals authorized to make disbursements (write checks). The County Judge cannot sign county checks. Individuals signing disbursement checks cannot sign RFPs.

Attachment 1
Bank Designation and Check Signature Form

SECTION I (To be Completed by Grantee)

City of Fayetteville, 113 W. Mountain, Fayetteville, Arkansas 72701:

(2) *Name, Street Address and Zip Code of ACH or ACH-capable Bank to receive deposits:*

has been designated as the depository for all grant funds to be received directly from the State of Arkansas for deposit to a non-interest bearing account, _____,

(3) *Enter name and number of account in the proceeding blank.*

resulting from Grant Control Number # EIF 200214,

(4) *Grant Control Number from grant agreement in the proceeding blank.*

executed with the Arkansas Department of Economic Development.

(5) *Typed names and Signatures (Note 1)
of Persons Authorized to Sign Checks*

(Typed Name/Signature)

(Typed Name/Signature)

(Typed Name/Signature)

(Typed Name/Signature)

Statement of Grantee

I/We understand that disbursements from the
Account may be made only for authorized
costs of the project.

(Signature/Title of Chief Executive Officer)

(Date)

SECTION II (To be Completed by the Bank Official)

A non-interest bearing account identified in Section I has been established with this bank. All necessary documentation, including a power of attorney (where necessary), which will legally enable this depository to receive State of Arkansas warrants for deposit to Bank Account Number/Name _____ without the payee's endorsement has been received and is in this depository's custody. This bank is a member of the FDIC.

Name of Bank

Mailing Address of Bank

Telephone Number of Bank

City, State and Zip Code of Bank

Title of Authorized Bank Official

Signature of Authorized Bank Officer

Date

Note 1: Must have a minimum of two and a maximum of four signatures of individuals authorized to make disbursements (write checks). The County Judge cannot sign county checks. Individuals signing disbursement checks cannot sign RFPs.

Budget Year 2002	Department: Sales Tax Capital Improvement Fund Division: Program: Economic Development Grant Matches	Date Requested July 1, 2002	Adjustment #
---------------------	--	--------------------------------	--------------

Project or Item Requested:
Recognition of a state economic development grant award and establishing the expenditure budget to use the grant is requested.

Project or Item Deleted:
None. Recognition of a state grant is the primary revenue funding this request.

Justification of this Increase:
The State of Arkansas has awarded a grant to the City to aid Danaher Tools, Inc. and Superior Industries, Inc. in expanding their operations in Fayetteville.

Justification of this Decrease:

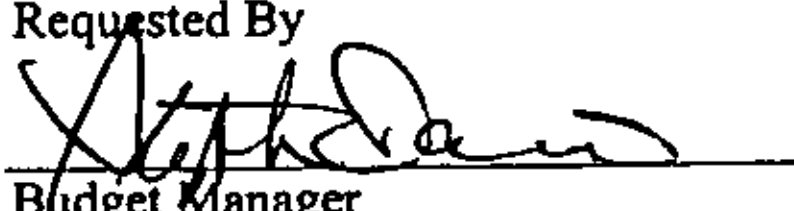
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Economic Development Grant Ma	120,000	4470 9470 5315 00	02050 1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
State Grants	120,000	4470 0947 4302 00	

Approval Signatures

Requested By 	Date 7-1-02
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 Municipal Airport / Drake Field

Hangar Rehab Project

State Grant # 1775-01 (50/50%)

State Grant Amount 93,158

AS400 Project # 01038/02074

Project Budget: 186,317

Project Expense:

Vendor	Vendor #	Type of Work	Check #	Amount	PO #	Invoice #	Date
W&D Enterprises Roofing System	9767	Roof - Elastomeric	276768	8,500.00	00-3804	8807	30-Apr-01
King Electrical Contractors	5974	Install New Lighting	277772	9,468.97	01-1137	6704	21-May-01
Stephens Brothers HVAC	11234	Replace Furnaces (2	289680	3,097.50	02-798	14641	25-Feb-02
Miller Boskus Lack Arch PA	10497	Architectural	290719	2,580.00	02-890	2628	25-Mar-02
Miller Boskus Lack Arch PA	10497	Architectural	291823	6,887.51	02-890	2647	22-Apr-02
Miller Boskus Lack Arch PA	10497	Architectural	in process	486.19	02-890	2707	25-Jun-02

Total Project Expense to Date: 31,020.17

Remaining Project Budget: 155,296.83

Local Share of LTD Expense	15,510.09
State Share of LTD Expense	15,510.09

FAYETTEVILLE

Solid Waste Rate
D. 1. Page 3

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

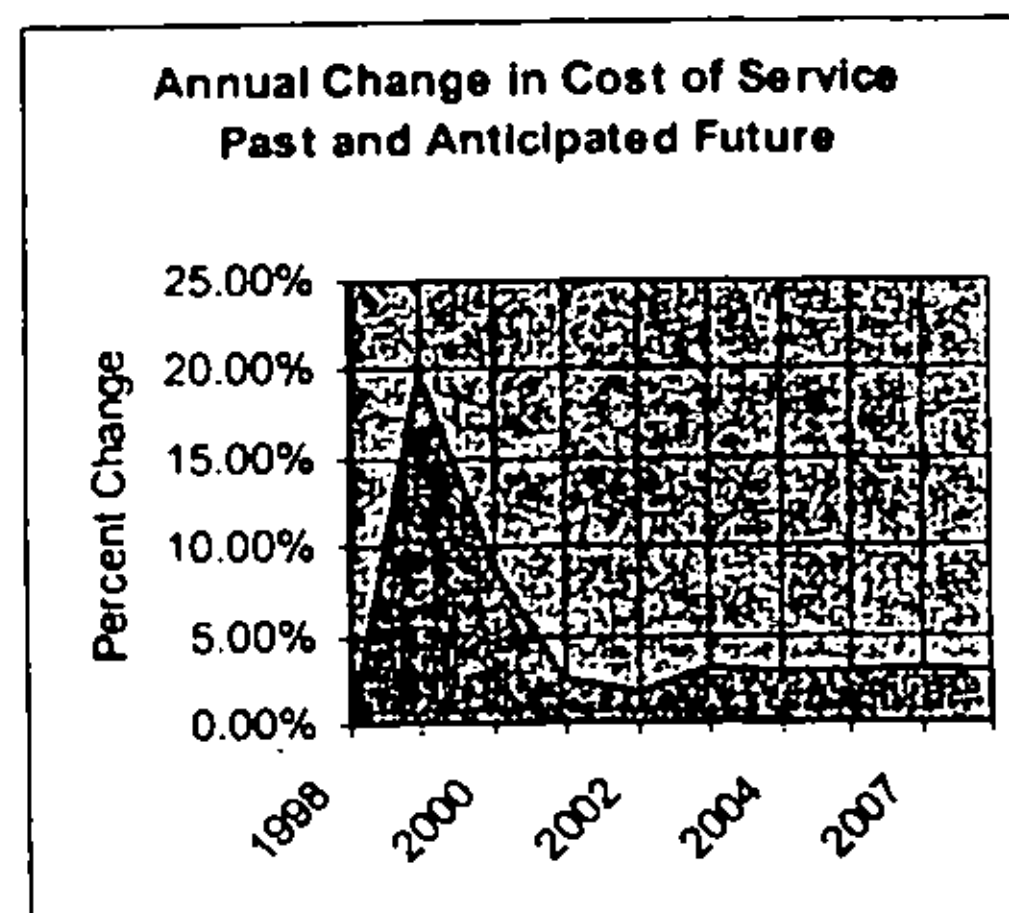
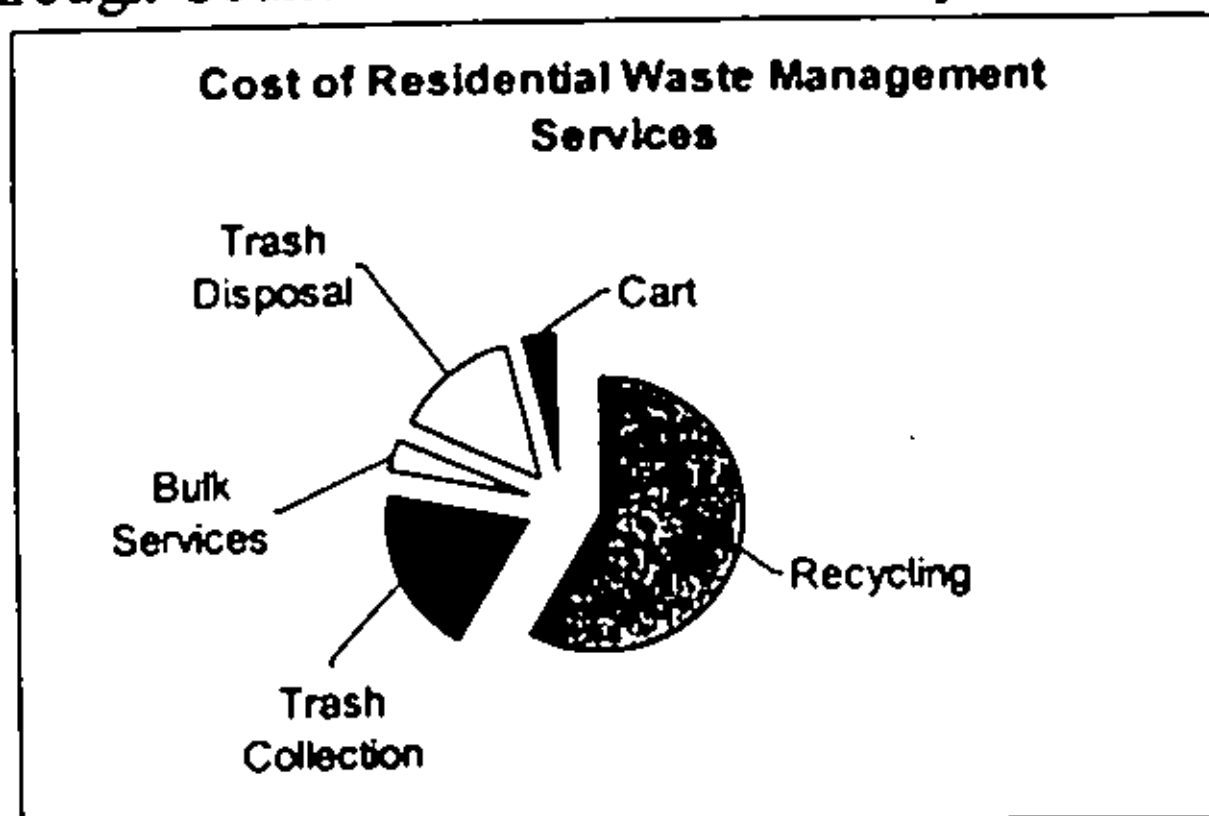
To: Mayor and City Council

From: Gary Dumas

Date: June 28, 2002

Subject: Residential Solid Waste Rate Structure Executive Summary

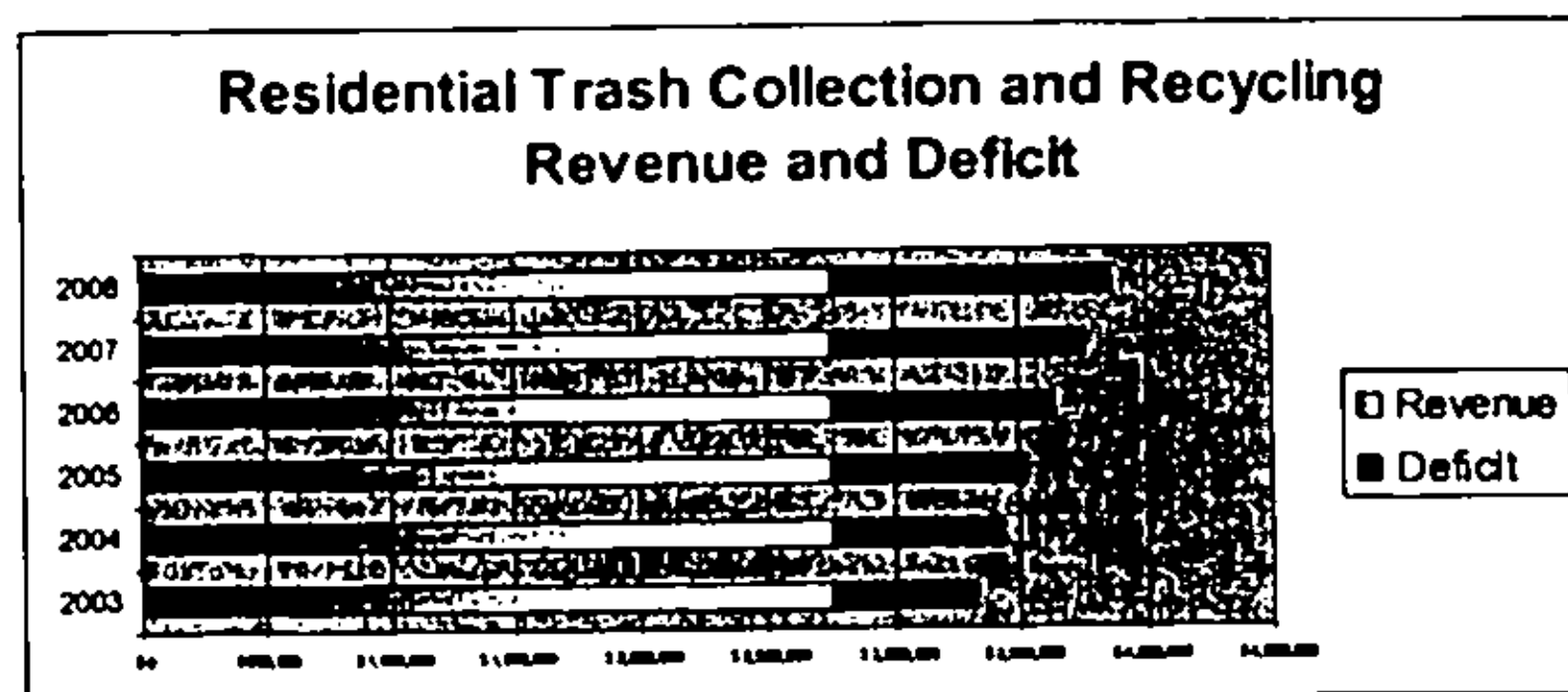
The Solid Waste and Recycling Division is an enterprise fund, meaning that its services are paid for through a fee structure designed to recover its cost. This enterprise fund has only been self-sufficient since 1999. Prior to that time a subsidy was necessary from the City's Sales Tax Capital Improvement 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

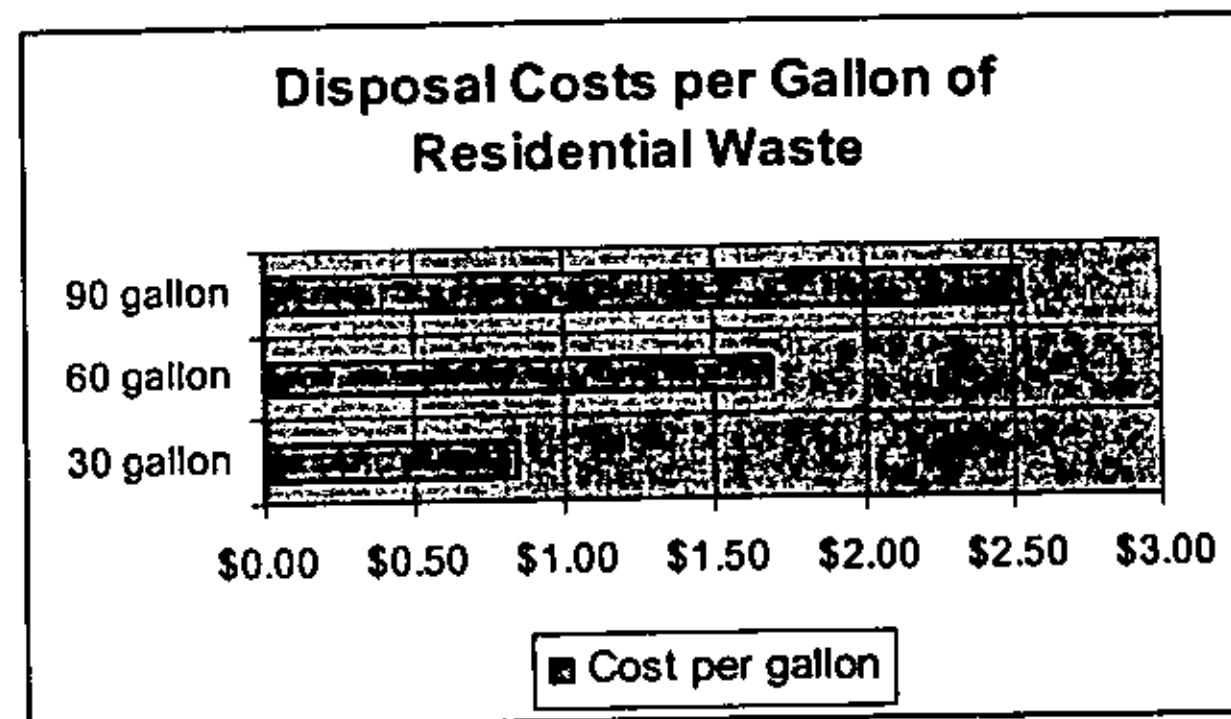
increases since that time but costs and service demands have continued to grow.

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.

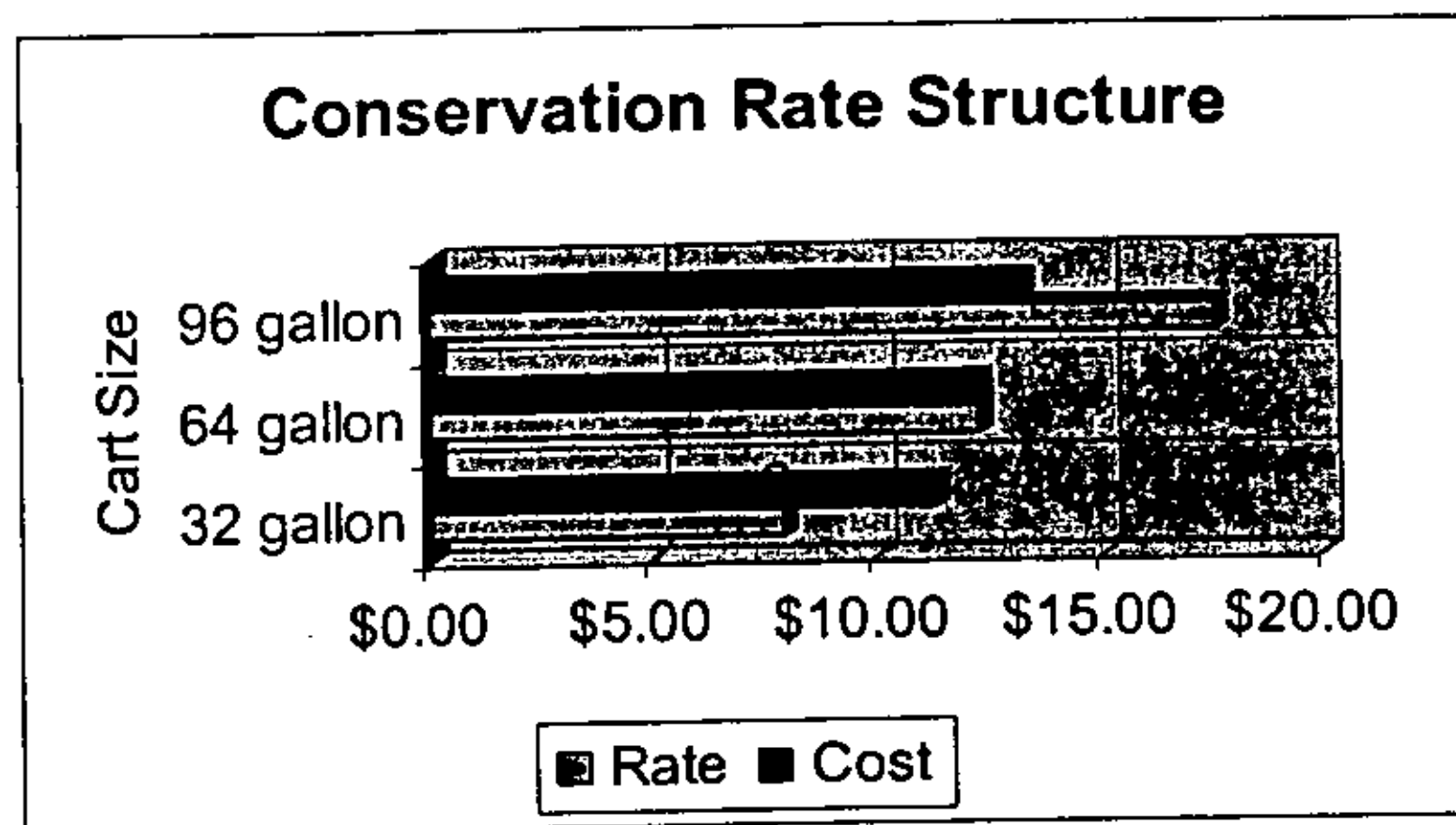


The changes in motion to automate the residential trash collection program by January 1, 2003, have reduced the necessary growth in that subsidy by allowing a shift in personnel from trash collections to recycling and yard waste programs. Without the change to automation, the additional personnel to 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

Solid Waste Rate
D. 1. Page 5

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
	\$0.71
	\$0.92
Total monthly cost average	\$12.33
	\$11.33
	\$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.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA CITY COUNCIL JULY 16, 2002

A meeting of the Fayetteville City Council will be held on July 16, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

(Wilmington Committee agenda)
A. CONSENT

1. **APPROVAL OF MINUTES**
2. **LIBRARY:** A resolution approving amendments 11,12, and 13 to the contract with Meyer, Scherer and Rockcastle LTD for items associated with the off-site improvements. Total cost is \$22,680.
3. **JOYCE & MUD CREEK TRAIL:** A resolution approving Change Order No. 1 in the amount of \$113,030 for waterline replacement to the construction contract with Jerry D. Sweetser for the projects entitled "Joyce Boulevard Trail and Eastern Mud Creek Trail Construction"; and approval of a 15% contingency in the amount of \$16,955...
4. **LAW ENFORCEMENT BLOCK GRANT:** A resolution approving the application for the 2002 Local Law Enforcement Block Grant in the amount of \$32,217.00. This grant requires a 10% match of \$3,580.00 for a total project of \$35,797.00. This grant will be used to purchase video equipment to be placed in patrol cars.
5. **BID 02-28:** A resolution awarding Bid 02-28 in the amount of \$59,950.00 plus \$3,154.00 tax from J.L. Shelton & Associates to provide power-assist, high density mobile shelving in the Property/Evidence Room at the Fayetteville Police Department and approval of a budget adjustment.
6. **BID 02-40:** A resolution awarding Bid 02-40 to Temple, Inc. in the amount of \$170,919 for LED Traffic Signal Lenses to replace all traffic lenses and 110 volt incandescent bulbs in Fayetteville.

7. **SALES TAX INFORMATION:** A resolution expressing support for amending the State Sales Tax laws to allow for sharing of detailed information with City's Chief Financial Officer. The information shared would be exempt from FOIA.

B. OLD 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. The ordinance was left on the first reading at the July 2, 2002 meeting.
2. **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. The ordinance was left on the first reading and sent to Ordinance Review Committee at the July 2, 2002 meeting.
3. **RZN 02-7.00:** An ordinance approving rezoning request RZN 02-7.00 as submitted by Lindsey and Associates on behalf of the Estate of Marie Frankie Hughes for property located west of Porter Road and north of Valley Drive. The property is zoned R-1, Low Density Residential and contains approximately 11.94 acres. The request is to rezone to RMF-12, Moderate Density Family Residential. The ordinance was tabled on the first reading at the May 7, 2002 meeting.

C. NEW BUSINESS

1. **RZ 93-50.00:** 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 ~~R-1~~ General Industrial District. *3.12* *OK*
2. **RZN 02-14.00:** 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-1 Residential Office. The intent is to modify the legal description of the requested rezoning.
3. **PLANNING COMMISSION APPEAL:** An appeal of a Planning Commission decision regarding Preliminary Plat for Brookstone Subdivision.

Consent

4. **WATER SERVICE AREA:** A resolution to modify the existing exclusive water service area line between Fayetteville and Springdale to transfer approximately 340 acres in the City of Johnson into Springdale's service area.

Consent

5. **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 Section 166.03 of the Unified Development Ordinance.

6. **GARLAND AVE.:** A resolution approving a construction contract with ??? in the amount of \$??? for Garland Ave. (Maple to North St.) water and sewer relocation project, approval of a 15% project contingency in the amount of \$???; and approval of a budget adjustment. This project is necessitated due to the widening of Garland Ave. by the Arkansas Highway and Transportation Department.

*Information to be provided at agenda session.

CITY COUNCIL

BID OPEN ON 15th

Consent

7. **BID 02-25:** A resolution awarding Bid 02-25 to Leeco, Inc.-Fire Equipment Sales for firefighters protective equipment and approval of a budget adjustment.

8. **HANGAR REHAB:** A resolution approving the construction contract with ??? in the amount of ??? for hangar rehabilitation.

~~Information will be provided at Agenda Session.~~ GUY HAS INFO

~~Information will be provided at Agenda Session.~~

9. **SUPERIOR INDUSTRIES:** A resolution approving the grant agreement with the Arkansas Department of Economic Development for a parking lot expansion by Superior Industries and a sidewalk installation by Danaher Tools, Inc. and approval of a budget adjustment.

NEED MEMO FROM DRP

D. **DISCUSSION ITEMS -**

1. **SOLID WASTE RATE STRUCTURE** - next agenda session.

ordinance on rates.

2. **IMPACT FEES** : ~~Information will be provided at Agenda Session.~~

ordinance new committee.

3. **COUNCIL TOUR**

no tour

move to #1 NB

ORDINANCE NO. 4386

MICROFILMED

AN ORDINANCE TO ALLOW A SPECIAL 30-YEAR
ANNIVERSARY TWO-DAY RACING EVENT AT
THUNDER VALLEY RACEWAY WITH CLOSING
TIMES OF 11:30 P.M.

WHEREAS, the management of Thunder Valley Raceway has diligently complied with Ordinance #4366 passed February 5, 2002 and operated the track as a good neighbor to the citizens of Fayetteville this year; and

WHEREAS, the management of Thunder Valley Raceway has requested a variance of Ordinance #4366 to allow an extra hour of racing time on July 5th and July 6th, 2002, to allow a special 30th anniversary racing event,

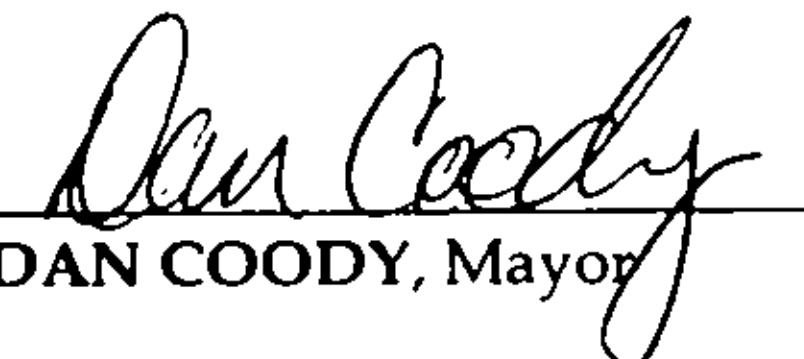
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes a one time variance to Ordinance #4366 to allow an extra hour of racing on July 5th and July 6th of 2002, for Thunder Valley Raceway so it can conduct a 30 year anniversary racing event. Therefore, the Thunder Valley Raceway may operate until 11:30 P.M. on July 5th and July 6th, 2002 without being in violation of Ordinance #4366.

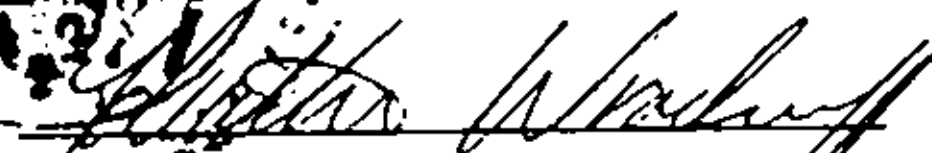
Section 2. That the City Council of the City of Fayetteville, Arkansas hereby congratulates Thunder Valley Raceway on its thirty years of providing exciting and entertaining car races for our area and wishes Thunder Valley Raceway continued success in the future.

PASSED and APPROVED this the 16th day of April, 2002.

APPROVED:

By: 
DAN COODY, Mayor



By: 
Heather Woodruff, City Clerk



**DRAFT TENTATIVE AGENDA
CITY COUNCIL
JULY 16, 2002**

A meeting of the Fayetteville City Council will be held on July 16, 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 MINUTES.

✓ **2. JOYCE & MUD CREEK TRAIL:** A resolution to approve Change Order #1 in the amount of \$110,708.00 to the construction contract with Jerry Sweetser, Inc. for the necessary water line replacement for the projects entitled "Joyce Boulevard Trail & Eastern Mud Creek Trail Construction". Also approval of a 15% contingency in the amount of \$16,606.00.

✓ **3. BLOCK GRANT:** A resolution authorizing the Police Department to apply for the Local Law Enforcement Block Grant.

✓ **4. BID 02-28:** A resolution awarding Bid 02-28 in the amount of \$59,950.00 plus \$3,154.00 tax from J.L. Shelton & Associates to provide power-assist, high density mobile shelving in the Property/Evidence Room at the Fayetteville Police Department and approval of a budget adjustment.

✓ **5. BID 02-40:** A resolution awarding Bid 02-40 to Temple Inc. for LED Traffic Signal ~~Lenses~~ ^{Lenses} to replace all traffic lenses and 110 volt incandescent bulbs in Fayetteville for a total of ~~\$162,508.17~~ ^{\$170,919 per Penny}. ~~This is CIP Project #02026.~~

B. OLD BUSINESS

C. NEW BUSINESS

Re-bid
1. W/S RELOCATION: A resolution approving a construction contract with _____ in the amount of \$ _____, for Garland Ave. (Maple to North St.) W/S relocation project. This project is necessitated due to the widening of Garland Ave. by the Arkansas Highway and Transportation Department.

***Information to be provided at agenda session.** - Bid opening 7/15/02
See Eng

2 **BID 02-25:** A resolution awarding Bid 02-25 to Leeco, Inc.-Fire Equipment Sales for firefighters Protective Equipment and approval of a budget adjustment. *\$176,000 - Check ready. need it*

3 **UPGRADE:** A resolution to approve an upgrade of one lieutenant position to a captain position. *police depart.*

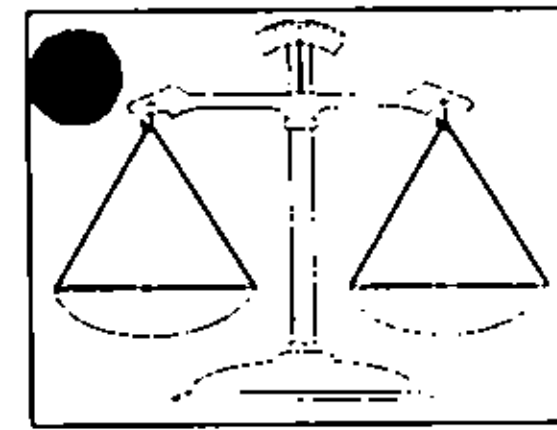
*See
DN
poss. Removal
++++*

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 be 'Kit Williams', written over a horizontal line.

DATE: July 17, 2002

RE: Passed Ordinances and Resolutions from City Council
meeting of July 16, 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. 105-02 1. Library: Resolution approving amendments 11, 12, and 13 to the contract w/Meyer, Scherer and Rockcastle LTD for items associated w/off-site improvements. Total cost is \$22,680.00

Res. 106-02 2. Joyce & Mud Creek Trail: Resolution approving Change Order No. 1 in the amount of \$113,030 for waterline replacement to the construction contract w/Jerry D. Sweetser for the projects entitled "Joyce Boulevard Trail and Eastern Mud Creed Trail Construction"; and approval of a 15% contingency in the amount of \$16,955.00

Res. 107-02 3. Law Enforcement Block Grant: Resolution approving application for 2002 Local Law Enforcement Block Grant in

amount of \$32,217.00. This grant requires a 10% match of \$3,580.00 for a total project of \$33,797.00. This grant will be used to purchase video equipment to be placed in patrol cars

Res. 108-024 Bid 02-28: Resolution awarding Bid -2-28 in the amount of \$59,950.00 plus \$3,154.00 tax from J.L. Shelton & Assoc. to provide power-assist, high density mobile shelving in the Property / #Evidence Room at Fayetteville Police Dept. and approval of budget adjustment

Res. 109-02 5. Bid 02-40: Resolution awarding Bid 02-40 to Temple, Inc. in the amount of \$170,919.00 for LED Traffic Signal Lenses to replace all traffic lenses and 110 volt incandescent bulbs in Fayetteville

Res. 110-02 6. Sales Tax Information: Resolution expressing support for amending the State Sales Tax laws to allow for sharing of detailed information w/ City's Chief Financial Officer. The information shared would be exempt from FOIA

Res. 111-02 7. Bid 02-25: Resolution awarding Bid 02-25 to Leeco, Inc.-Fire Equipment Sales for firefighters protective equipment and approval of a budget adjustment

Res. 112-02 8. Hunt Club Subdivision: Resolution authorizing 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

Ord. 4406 9. RZN 02-7.00: Ordinance approving rezoning request as submitted by Lindsey & assoc. on behalf of the Estate of Marie Frankie Hughes for property located west of Porter Road and north of Valley Drive.

Res. 113-02 10. Superior Industries: Resolution approving grant agreement w/ Arkansas Department of Economic Development for a parking lot expansion by Superior Industries and a sidewalk installation by Danaher Tools, Inc. and approval of a budget adjustment

Ord. 4407 11. RZ 93-50.00: Ordinance approving 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

Ord. 4408 12. RZN 02-14.00: Ordinance approving nullifying, revoking and replacing Ordinance 4403 for property described in zoning petition RZN 02-14 for a parcel containing 3.12 acres located at the northeast corner of Crossover and East Zion Road from A-1, Agricultural to R-O Residential Office. Intent is to modify legal description of the requested rezoning

Res. 114-02 13. Planning Commission Appeal: ^{Resolution} An Appeal of a Planning Commission decision regarding Preliminary Plat for Brookstone Subdivision

Res. 115-02 14. Garland Ave.: Resolution approving construction contract w/ Basic Construction Co., Inc. in amount of \$825,947.00 for Garland Avenue Water/Sewer Relocation project; approval of a 15.2% contingency in amount of \$108,952.00 and a budget adjustment in amount of \$474,752.00

Res. 116-02 15. Hangar Rehab: Resolution approving construction contract w/ Marinoni Construction Co. in amount of \$241,416.00 for hangar rehabilitation

**FINAL AGENDA
CITY COUNCIL
JULY 16, 2002**

A meeting of the Fayetteville City Council will be held on July 16, 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 MINUTES

2. **LIBRARY:** A resolution approving amendments 11, 12, and 13 to the contract with Meyer, Scherer and Rockcastle LTD for items associated with the off-site improvements. Total cost is \$22,680.
3. **JOYCE & MUD CREEK TRAIL:** A resolution approving Change Order No. 1 in the amount of \$113,030 for waterline replacement to the construction contract with Jerry D. Sweetser for the projects entitled "Joyce Boulevard Trail and Eastern Mud Creek Trail Construction"; and approval of a 15% contingency in the amount of \$16,955.
4. **LAW ENFORCEMENT BLOCK GRANT:** A resolution approving the application for the 2002 Local Law Enforcement Block Grant in the amount of \$32,217.00. This grant requires a 10% match of \$3,680.00 for a total project of \$35,797.00. This grant will be used to purchase video equipment to be placed in patrol cars.

5. **BID 02-26:** A resolution awarding Bid 02-26 in the amount of \$59,950.00 plus \$3,154.00 tax from J.L. Shelton & Associates to provide power-assist, high density mobile shelving in the Property/Evidence Room at the Fayetteville Police Department and approval of a budget adjustment.
6. **BID 02-40:** A resolution awarding Bid 02-40 to Temple, Inc. in the amount of \$170,919 for LED Traffic Signal Lenses to replace all traffic lenses and 110 volt incandescent bulbs in Fayetteville.
7. **SALES TAX INFORMATION:** A resolution expressing support for amending the State Sales Tax laws to allow for sharing of detailed information with City's Chief Financial Officer. The information shared would be exempt from FOIA.
8. **BID 02-25:** A resolution awarding Bid 02-25 to Leeco, Inc.-Fire Equipment Sales for firefighters protective equipment and approval of a budget adjustment.
9. **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 Section 186.03 of the Unified Development Ordinance.
10. **WATER SERVICE AREA:** A resolution to modify the existing exclusive water service area line between Fayetteville and Springdale to transfer approximately 340 acres in the City of Johnson into Springdale's service area.

B. OLD BUSINESS

1. **RZN 02-15.00:** An ordinance approving rezoning request RZN 02-15.00 as submitted by Dave Jorgensen on behalf of Larry Garmott 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. The ordinance was left on the first reading at the July 2, 2002 meeting.
2. **OUTDOOR MUSIC ESTABLISHMENT:** An ordinance adding a definition of "Outdoor Music Establishment" to Chapter 151 Definitions of the Unified Development Ordinance and adding Section 163.50 to the Unified Development Ordinance to make an Outdoor Music Establishment a Conditional Use in specified zoning districts. The ordinance was left on the first reading and sent to Ordinance Review Committee at the July 2, 2002 meeting.
3. **RZN 02-7.00:** An ordinance approving rezoning request RZN 02-7.00 as submitted by Lindsay and Associates on behalf of the Estate of Marie Franke Hughes for property located west of Porter Road and north of Valley Drive. The property is zoned R-1, Low Density Residential and contains approximately 11.94 acres. The request is to rezone to RMF-12, Moderate Density Family Residential. The ordinance was tabled on the first reading at the May 7, 2002 meeting.

C. NEW BUSINESS

1. **SUPERIOR INDUSTRIES:** A resolution approving the grant agreement with the Arkansas Department of Economic Development for a parking lot expansion by Superior Industries and a sidewalk installation by Denaher Tools, Inc. and approval of a budget adjustment.
2. **RZ 93-50.00:** 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. Huntville Road from R-1, Low Density Residential District to I-2, General Industrial District.
3. **RZN 02-14.00:** An ordinance approving the nullifying, revoking, and replacing Ordinance 4403 for property described in zoning petition RZN 02-14 for a parcel containing 3.12 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.
4. **PLANNING COMMISSION APPEAL:** An appeal of a Planning Commission decision regarding Preliminary Plat for Brookstone Subdivision.
5. **GARLAND AVE.:** A resolution approving a construction contract with ??? in the amount of \$??? for Garland Ave. (Maple to North St.) water and sewer relocation project, approval of a 15% project contingency in the amount of \$???; and approval of a budget adjustment. This project is necessitated due to the widening of Garland Ave. by the Arkansas Highway and Transportation Department.
*Information to be provided at City Council.

6. **HANGAR REHAB:** A resolution approving the construction contract with Marmon Construction Co. in the amount of \$241,416.00 for hangar rehabilitation.